



AGENDA

SEPTEMBER 16, 2014

REGULAR MEETING
CITY COUNCIL
CITY OF YUBA CITY

5:00 P.M. – CLOSED SESSION: BUTTE ROOM
6:00 P.M. – REGULAR MEETING: COUNCIL CHAMBERS

MAYOR	• Kash Gill
VICE MAYOR	• John Dukes
COUNCILMEMBER	• John Buckland
COUNCILMEMBER	• Tej Maan
COUNCILMEMBER	• Craig Starkey
CITY MANAGER	• Steven Kroeger
CITY ATTORNEY	• Timothy Hayes

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 OF THE CITY COUNCIL
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COUNCIL CHAMBERS
SEPTEMBER 16, 2014
5:00 P.M. – CLOSED SESSION
6:00 P.M. – REGULAR MEETING**

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.

Closed Session—Butte Room

Public Comment: Any member of the public wishing to address the City Council on any item listed on the closed session agenda will have an opportunity to present testimony to the City Council prior to the City Council convening into closed session. Comments from the public will be limited to three minutes. No member of the public will be allowed to be present once the City Council convenes into closed session. Contact the City Clerk in advance of the closed session either in person at City Hall, by phone 822-4817, or email tlocke@yubacity.net to allow for time for testimony.

- A. Confer with labor negotiator Steve Kroeger regarding negotiations with the following associations: Yuba City Police Officers, Police Sergeants, Yuba City Firefighters Local 3793, Yuba City Fire Management, Confidential Employees, City Manager, Executive Services Employees, First Level Managers, Mid Managers, and Public Employees Local No. 1, pursuant to Section 54957.6 of the Government Code
- B. Confer with real property negotiators Steve Kroeger and Diana Langley pursuant to Government Code Section 54956.8 regarding negotiations with Union Pacific Railroad regarding possible purchase or right-of-way.
- C. Confer with legal counsel regarding potential litigation pursuant to Government Code Section 54956.9(d)(4)-one potential case.
- D. Confer with real property negotiators Steve Kroeger and Diana Langley pursuant to Government Code Section 54956.8 regarding negotiations for the possible purchase of the following properties or portions thereof: APN's 51-660-084 and 51-670-074

Regular Meeting—Council Chambers

Call to Order

Roll Call: ___ Mayor Gill
 ___ Vice Mayor Dukes
 ___ Councilmember Buckland
 ___ Councilmember Maan
 ___ Councilmember Starkey

Invocation

Pledge of Allegiance to the Flag

Presentations and Proclamations

1. Domestic Violence Awareness Month Proclamation

Public Hearing

2. Proposed 2013-2014 Consolidated Annual Performance and Evaluation Report (CAPER) for Community Development Block Grant (CDBG)

Recommendation: Conduct a public hearing to receive comments on the 2013-2014 Annual Action Plan CAPER and upon conclusion of the public hearing, approve the CAPER and authorize staff to submit the CAPER to the Department of Housing and Urban Development

Public Communication

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

3. Written Requests

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

4. Appearance of Interested Citizens

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 to three minutes.

Bid Openings

5. Two Ford Police Utility Interceptors (FB15-01)

Recommendation: Award the purchase of two (2) Ford Police Utility Interceptors to Geweke Ford, Yuba City, CA, in the amount of \$55,362.80 by finding that it is in the best interest of the City to do so

6. Three (3) Hybrid SE Sedans (FB15-02)

Recommendation: Award the purchase of three (3) Hybrid SE Sedans to Geweke Ford, Yuba City, CA, in the amount of \$80,965.73 (including extended warranty) by finding that it is in the best interest of the City to do so

Consent Calendar

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

7. Minutes of September 2, 2014

Recommendation: Approve the City Council Meeting Minutes of September 2, 2014.

8. Landscape Maintenance Agreement with the State of California for State Route 20 near Harter Parkway

Recommendation: Adopt a Resolution authorizing the execution of an agreement for maintenance of landscaped areas within the State of California highway right of way on the south side of State Route 20 near Harter Parkway in association with the John L. Sullivan and Yuba City Toyota car dealerships

9. Landscape Maintenance Agreement with Sullivan Family Limited Partnership for State Route 20 west of Harter Parkway

Recommendation: Authorize the execution of an agreement for maintenance of landscaped areas within the State of California highway right of way on the south side of State Route 20 west of Harter Parkway in association with the John L. Sullivan car dealership

10. Sutter Performing Arts Association – Installation of Stars on Plumas Street at the Sutter Theater

Recommendation: Authorize the Sutter Performing Arts Association to install stars in the sidewalk, as part of a donor recognition program, on Plumas Street along the frontage of the Sutter Theater, waiving permit fees

General Items

11. Request from Lloyd Wise Company of Vacaville for a Business Incentive to Assist in Locating a New Nissan Dealership at 1340 Bridge Street

Recommendation: Discuss, review options as outlined in the Staff Report and direct Staff as desired

12. Professional Services Agreement with NBS for the preparation of Water and Wastewater Rate Studies

Recommendation: Award a professional services agreement to NBS of Temecula, CA, for the preparation of water and wastewater rate studies in the amount of \$62,690 plus \$10,000 contingency with the finding that it is in the best interest of the City

13. Police Officers' Association Memorandum of Understanding (MOU) and Police Sergeants' Letter of Understanding (LOU).

Recommendation: 1) Adopt a Resolution approving a two year Memorandum of Understanding with the Police Officers' Association
2) Adopt a Resolution approving a two year Letter of Understanding with the Police Sergeants'
3) Approve a supplemental appropriation of \$409,000 to the FY 2014/2015 adopted budget

14. **Setting the terms and conditions of employment for the City Manager and the following Executive Services Employees: Police Chief, Fire Chief, Finance Director, Public Works Director, Community Development Director, Parks & Recreation Director, Economic Development Manager, Assistant to the City Manager, and Human Resources Director**

- Recommendation:
- a) Authorize the Mayor to sign the City Manager "Employment Agreement"
 - b) Authorize the City Manager to amend existing "Employment Agreements" with Executive Services Employees to transition out the furlough program, transition in Employee contributions to CalPERS, and add two (2) floating holidays. Affected positions: Police Chief, Fire Chief, Finance Director, Public Works Director, Community Development Director, Parks & Recreation Director, Economic Development Manager, Assistant to the City Manager, and Human Resources Director
 - c) Adopt a supplemental appropriation of \$20,450 to the FY 2014/2015 adopted budget.
 - d) Adopt a Resolution approving the Executive Services contribution towards retirement benefits
 - e) Adopt a "clean up" Resolution approving salary ranges for the Community Development Director and Human Resources Director

Business from the City Council

15. City Council Reports

- Councilmember Buckland
- Councilmember Maan
- Councilmember Starkey
- Vice Mayor Dukes
- Mayor Gill

Adjournment



Proclamation

of the City Council

HONORING OCTOBER 2014 AS DOMESTIC VIOLENCE AWARENESS MONTH

WHEREAS, the crime of domestic violence violates an individual's privacy, dignity, security and humanity due to the systematic use of physical, emotional, sexual, psychological and economic control and/or abuse; and

WHEREAS, domestic violence leaves an imprint of fear and hostility; and

WHEREAS, the problems of domestic violence are not confined to any group or groups of people but cross all economic, racial, affectional preference, and social barriers, thereby affecting society as a whole; and

WHEREAS, in the City of Yuba City, adults and children are victims of violence each year; and

WHEREAS, Yuba City Council is committed to restoring the right to freedom from fear in our own homes; and

WHEREAS, Yuba City Council is committed to restoring the right to freedom from fear in our communities: and

WHEREAS, in our quest to impose sanctions on those who break the law by perpetrating violence, we must also meet the needs of victims of domestic violence and their children who often suffer grave financial, physical, and psychological losses; and

NOW, THEREFORE BE IT RESOLVED, that in recognition of the important work done by domestic violence programs, in cooperation with Casa de Esperanza, Inc., I, Kash Gill, Mayor of the City of Yuba City and on behalf of the entire City Council, does hereby proclaim the month of **OCTOBER 2014** as **DOMESTIC VIOLENCE AWARENESS MONTH**. We urge all citizens, agencies, and businesses to **WORK TOGETHER AS A TEAM IN OUR COMMUNITY THROUGH PREVENTION, INTERVENTION AND EDUCATION PROGRAMS**, to eliminate domestic violence and become a violence free community.


Kash Gill, Mayor

CITY OF YUBA CITY
STAFF REPORT

Date: September 16, 2014
To: Honorable Mayor & Members of the City Council
From: Community Development Department
Presentation By: Aaron Busch, Community Development Director

Summary

Subject: Proposed 2013-2014 Consolidated Annual Performance and Evaluation Report (CAPER) for Community Development Block Grant (CDBG)

Recommendation: Conduct a public hearing to receive comments on the 2013-2014 Annual Action Plan CAPER and upon conclusion of the public hearing, approve the CAPER and authorize staff to submit the CAPER to the Department of Housing and Urban Development.

Fiscal Impact: None.

Purpose:

To obtain public input on the City's CDBG program and approve submission of CDBG 2013-2014 Consolidated Annual Performance Evaluation Report.

Background:

The Consolidated Annual Performance and Evaluation Report (CAPER) is a report mandated for all jurisdictions that receive Community Development Block Grant (CDBG) entitlement funds from the U.S. Department of Housing and Urban Development (HUD). The City's grant allocation for the 2013-2014 Program Year was \$543,592. These funds must be used to further the overall goal of the CDBG program which is to provide decent, safe, sanitary housing; a suitable living environment; and to expand economic opportunities for low and moderate-income households. The Program Year 2013-2014 CAPER covers the period of July 1, 2013 through June 30, 2014 and reports the City's success in using CDBG funds to meet the housing and community development goals contained in the City's 5-year Consolidated Plan.

Discussion:

The City must comply with specific federal requirements related to citizen participation and compliance procedures. This public hearing is being held to fulfill these citizen participation requirements and to obtain public input on the City's performance in meeting its housing and community development needs. In addition to this public hearing, a required 15-day public comment period commenced on August 27, 2014 and ended on September 12, 2014, whereby citizens were encouraged to provide feedback with regard to the CAPER. At the time this staff report was published, no comments had been received.

The CAPER must be submitted to HUD for review and approval prior to the September 30, 2014 due date. Failure to submit the CAPER to HUD by the September 30th deadline could result in a loss of entitlement funds.

The following are Yuba City's accomplishments funded by the CDBG program for the 2013-2014 Program Year:

Housing Rehabilitation Activities:

- Senior Handyman Program – Three (3) seniors received services to complete minor repairs in and around their homes.
- FREED Home Repair Program –FREED's Housing Repair Program for disable residents assisted Eighty (80) individuals with ADA repairs or retrofits for their homes to assist them with living independently.

Public Service Activities:

- 48 people were assisted through The Salvation Army's Family Self Sufficiency Program, a case management program for formerly homeless families.
- 3,396 homeless and low income persons received one-time food assistance through A Hand-Up Ministry.
- 17 veterans were assisted through the Central Valley Homeless Veterans Assistance Program, which provides first-month's rent and security deposits to homeless veterans.
- 1,793 people were assisted through Hands of Hope's guest services program that provides assistance and mentoring to homeless women and children.
- The Community Development Department H.A.N.D.S. Program conducted a neighborhood revitalization project on Moore Avenue. Over 100 volunteers made exterior improvements to 12 households during a neighborhood beautification project. The neighborhood park, Southside Park, also received improvements such as new playground fiber, new trees, plants and flowers, and 2 new park tables. Throughout the neighborhood large trees were trimmed and debris and garbage were hauled away by the local refuse company.

Public Facilities Improvements:

- Access ramps and sidewalks were improved on throughout the City. A total of 18 pedestrian access ramps were installed to meet current ADA requirements.
- ADA modifications were done at Fire Station No. 2 on Gray Avenue to better the accessibility for persons with disabilities.

Economic Development Opportunities:

- 24 individuals participated in a CDBG funded employment training program operated by Mental Health America Yuba Sutter. This program offers employment training for persons with mental health disabilities to assist them with successfully entering the workforce. Upon completion of the training program, trainees are prepared to enter the workforce, and are often hired by the companies that they work for during training.

The above activities represent a mix of community development activities and public service programs selected to benefit low- and moderate-income residents in Yuba City. All of these

activities are consistent with the City's goals for improving and enhancing the quality of life for all residents. Activities and programs are consistent with the City's priorities identified in the City's 2010-2015, 5 year Consolidated Plan.

Recommendation:

Staff recommends that the City Council Conduct a public hearing to receive comments on the 2013-2014 Annual Action Plan CAPER and upon conclusion of the public hearing, approve the CAPER and authorize staff to submit the CAPER to the Department of Housing and Urban Development.

Attachment:

PY 2013-2014 CAPER

Prepared By:

[/s/ Katrina Woods](#)

Katrina Woods
Administrative Analyst

Submitted By:

[/s/ Steven C. Kroeger](#)

Steven C. Kroeger
City Manager

Reviewed By:

Department Head

[AB](#)

Finance

[RB](#)

City Attorney

[TH via Email](#)



Fourth Program Year CAPER

The CPMP Consolidated Annual Performance and Evaluation Report includes Narrative Responses to CAPER questions that CDBG, HOME, HOPWA, and ESG grantees must respond to each year in order to be compliant with the Consolidated Planning Regulations. The Executive Summary narratives are optional.

The grantee must submit an updated Financial Summary Report (PR26).

GENERAL

Executive Summary

This module is optional but encouraged. If you choose to complete it, provide a brief overview that includes major initiatives and highlights that were proposed and executed throughout the second year.

Program year 4 CAPER Executive Summary response:

The Consolidated Annual Performance and Evaluation Report (CAPER) is a report mandated for all communities that receive Community Development Block Grant (CDBG) entitlement funds from the U.S. Department of Housing and Urban Development (HUD). The Program Year 2013-2014 CAPER covers the period of July 1, 2013 through June 30, 2014 and reports the City's success in using CDBG funds to meet the housing and community development goals contained in the Consolidated Plan, a five-year comprehensive planning document that covers the period of July 1, 2010 through June 30, 2015. The Consolidated Plan also identifies the City's overall need for affordable and supportive housing as well as non-housing community development needs. It is comprised of several components, including a five-year Strategic Plan that outlines the strategy for use of available resources to meet identified needs, and an Annual Action Plan that describes the activities the City plans to undertake to meet the goals set forth in the Strategic Plan. The CAPER evaluates the City's overall progress in carrying out priorities of assistance identified in the Strategic Plan and Annual Action Plan components of the Consolidated Plan.

Overall the City of Yuba City remains on target for meeting the goals of the CDBG program and utilizing the resources available through annual CDBG entitlement grants as well as program income. The following sections provide a more detailed analysis of the City's performance for program year 2013-2014.

General Questions

1. Assessment of the one-year goals and objectives:
 - a. Describe the accomplishments in attaining the goals and objectives for the reporting period.
 - b. Provide a breakdown of the CPD formula grant funds spent on grant activities for each goal and objective.
 - c. If applicable, explain why progress was not made towards meeting the goals and objectives.
2. Describe the manner in which the recipient would change its program as a result of its experiences.
3. Affirmatively Furthering Fair Housing:
 - a. Provide a summary of impediments to fair housing choice.
 - b. Identify actions taken to overcome effects of impediments identified.
4. Describe Other Actions in Strategic Plan or Action Plan taken to address obstacles to meeting underserved needs.
5. Leveraging Resources
 - a. Identify progress in obtaining "other" public and private resources to address needs.
 - b. How Federal resources from HUD leveraged other public and private resources.
 - c. How matching requirements were satisfied.

Program year 4 CAPER General Questions response:

Assessment of One-Year Goals and Objectives:

The 2013-2014 Annual Action Plan (AAP) identified the general priority categories of housing, homelessness, special needs and community development needs and the related goals of the activities to be undertaken for the program year. These goals target a variety of areas including funding for assistance to the homeless, affordable housing through rehabilitation and first-time homebuyer programs, and public services that assist youth, seniors, and other needs of low-income persons in Yuba City as well as improvements to infrastructure, streets, and public facilities that primarily service low-income neighborhoods.

The accomplishments and outcomes of the short-term community development goals defined in the 2013-2014 AAP are reflected in Table 1 on pages 3 and 4.

TABLE 1

Objective	Goal	Program	CDBG Funding Utilized During PY 13 14	Accomplishment/Outcome
Provide Decent Housing	Assist seniors on fixed incomes with home repairs	Senior Handyman Program	\$2,610	The Senior Handyman Program was able to assist 3 individuals total in the 2013-2014 program year. The program assisted seniors with minor repairs in and around their homes, including projects such as repairing porches, installing light switches, gate and fence repairs, and repairing leaking pipes.
	Provide ADA home repairs/modifications to persons with disabilities	FREED Center for Independent Living	\$10,000	Home improvements, such as the installation of grab bars, accessibility ramps, bath lifts, and shower chairs were made to assist 80 persons with disabilities to live independently in their homes.
Create a suitable living environment through public improvements	Implement the goals of the Neighborhood Revitalization Strategy	Neighborhood Revitalization Strategy	\$46,367	In Oct. 2013 over 100 volunteers conducted a neighborhood clean-up and beautification project on Moore Avenue. 12 single-family residential units and the neighborhood market were improved. 9 units and the market received exterior paint, 2 had new doors and windows installed to replace broken or missing ones, 8 homes received landscaping services, and 3 homes had fencing repaired or replaced. For the landscaping services, 50 shrubs and bushes, 5 ornamental sized trees, and 6 flats of flowers were planted. The neighborhood park, Southside Park, also received new playground fiber, 2 new trees, plants and flowers in the existing flowerbeds, 2 new park tables set on new concrete slabs, one of which was ADA accessible. Over 25,000 pounds of mixed waste was collected and disposed of. The material was sorted over the Construction & Demolition line at the local dump site, resulting in approximately 75% of the material being recycled.
	Continue to make accessibility improvements to the City's sidewalks and public facilities	ADA Public Sidewalk Improvements	\$250,111	During this program year, the City upgraded 39 pedestrian access ramps and 2 lengths of sidewalk identified in the ADA Self-Evaluation and Transition plan within the Public Right of Way. These improvements provide access to several local government facilities, schools, and numerous businesses throughout the city.
	ADA Assessments for micro businesses within the NRSA	Neighborhood Revitalization Strategy/Economic Development	\$0	The program has experienced set-up delays, but is expected to have expenditures and activity in the coming program year.
	ADA Accessibility Improvements at City's Fire Station	City of Yuba City Fire Department	\$24,918	The program experienced delays in the bidding and awarding of contract, resulting in a delayed construction start. Accessibility improvements to the Fire Station #2 parking lot and access ramps will continue in the coming program year, 2014-2015.

Create a suitable living environment through public services	Provide assistance to former homeless families with achieving their financial, vocational, educational and personal goals	Salvation Army Family Self Sufficiency Program	\$48,153	The Family Self Sufficiency program provided case management services to 48 persons who were formerly homeless and are living in transitional housing. Participants of the FSS program come from the Family Crisis Center and have taken the first steps to overcoming homelessness and addiction. FSS services provided include counseling sessions and assistance with obtaining employment, drivers licenses, high school diplomas, child care, etc. The Family Self Sufficiency Program helps the individuals participating realize the reasons they became homeless, helps them recover from addiction and gives them the tools to avoid similar situations in the future.
	Assist homeless veterans with obtaining transitional housing	Center Valley Homeless Veterans Assistance Program	\$10,999	17 veterans were provided short term, one-time only, rental assistance which included deposits and first month's rent to assist in securing permanent housing for them and their families.
	Provide emergency food aid to the homeless	A Hand Up Ministry	\$6,983	Food aid was provided to homeless / very low income persons. Packages of food were handed out on a weekly basis at a designated location to 3,396 homeless persons.
	Provide guest advocacy services for homeless to further the individuals self sufficiency	Hands of Hope	\$8,983	A total of 1,793 guests visited the service center. The service center is a day center where homeless women and children come to shower, wash laundry, and receive support services.
	Provide residents with access to no cost legal advice for fair housing issues	California Rural Legal Assistance	\$3,500	California Rural Legal Assistance developed a number of flyers/ information sheets covering a broad spectrum of areas of landlord tenant law to be distributed and made available to the community. CRLA also provided the City with a number of fair housing posters to put on display. In July 2014, CRLA held a Fair Housing Workshop for housing providers in the area to educate and discuss fair housing law, who is protected and what conduct is prohibited. CRLA serves as a resource to the community to answer questions on fair housing laws.
Create economic development opportunities	Employment training opportunities for disabled persons	Mental Health America Yuba Sutter	\$10,000	This program offers employment training for persons with mental health disabilities to assist them with successfully entering the workforce. A total of 24 participants received employment training through the program during program year 2013-2014. Upon completion of the training program, trainees are prepared enter the workforce, and are often hired by the companies that they are working for during training.

Affirmatively Furthering Fair Housing: The City's Analysis to Impediments to Fair Housing identified only one impediment to fair housing choice, Possible Discriminatory Subprime Lending Practices. To address this impediment, City staff incorporates HUD brochures on subprime lending practices in the City's First Time Homebuyers and Rehabilitation Programs.

To the extent that impediments pertain to private sector activities, the City carefully monitors any complaints received and, if necessary, refers fair housing matters to California Rural Legal Assistance. The City also encourages application for boards and commissions from all classes of citizens so as to promote adequate citizen representation.

Other Actions to Address Obstacles to Meeting Underserved Needs: Actions taken to address obstacles to meeting underserved needs mostly involve collaboration with other local government entities and service providers. A more detailed description of the City's efforts in this area can be found under the "Institutional Structure" section.

Leveraging Resources: In addition to the CDBG entitlement, a variety of funding sources were leveraged for activities that serve Yuba City's community development needs, especially those that benefit low- and moderate-income persons. The City is currently administering two CalHOME grants for a total of \$1.2 million for first time homebuyer and owner-occupied rehab activities. Additionally, Yuba City was awarded in 2012 \$4.4 million of NSP3 funds to purchase and rehabilitate distressed, foreclosed properties in the community. Once rehabbed, these properties will be deeded over to the Regional Housing Authority of Sutter and Nevada Counties to rent to low income families. The City had great success with a similar program through NSP1.

Overall, Program Year 2013-2014 was a successful year. The City always strives to improve the implementation of its CDBG program activities. However, there are no significant changes to the program as a result of the experience of this past program year.

Managing the Process

1. Describe actions taken during the last year to ensure compliance with program and comprehensive planning requirements.

Program year 4 CAPER Managing the Process response:

The City continues to submit performance reports and annual plans as required by HUD. The City also uses IDIS for reporting, setting up, funding and drawing down CDBG funds. The City requires all sub-recipients to submit quarterly reports on the progress of their activities. Additionally, City staff conducts annual on-site monitoring visits of all sub-recipients to ensure compliance with the program requirements.

Citizen Participation

1. Provide a summary of citizen comments.
2. In addition, the performance report provided to citizens must identify the Federal funds made available for furthering the objectives of the Consolidated Plan. For

each formula grant program, the grantee shall identify the total amount of funds available (including estimated program income), the total amount of funds committed during the reporting period, the total amount expended during the reporting period, and the geographic distribution and location of expenditures. Jurisdictions are encouraged to include maps in describing the geographic distribution and location of investment (including areas of minority concentration). The geographic distribution and expenditure requirement may also be satisfied by specifying the census tracts where expenditures were concentrated.

*Please note that Citizen Comments and Responses may be included as additional files within the CPMP Tool.

Program year 4 CAPER Citizen Participation response:

Yuba City's Citizen Participation Plan details the public noticing requirements for CDBG activities, sets threshold requirements for annual plan amendments, and also provides a detailed description of the CDBG program year cycle. In addition to carrying out the actions set forth in the City's Citizen Participation Plan, the following actions were taken during PY 2013-2014:

1. Public Notice Requirements

The Fourth Program Year Annual Action Plan Notice of Availability for Public Review and Comment was published on March 18, 2013. The Annual Action Plan was made available to the public for 30 days and a public hearing was held on April 23, 2013. The Notice of Availability for Public Review and Comment for the 2013-2014 CAPER was published on August 29, 2014. The notice provided 15 days for citizens to comment on the report as required by 24 CFR 91.105(d). This report and all CDBG public information files are available for public review at City Hall.

2. Reporting and Recordkeeping

The City maintains all CDBG programs and financial records. All CDBG program reports are submitted to HUD as required. A citizen information file is maintained and available for public review.

3. Citizen Comments

Copies of this document were made available to the public during the 15-day comment period. A public hearing for public review and comment for the 2013-2014 CAPER was held on September 16, 2014 before the City Council. There were no public comments received during the public comment period.

4. Affirmative Marketing

During this reporting period the City continued to follow affirmative marketing strategies for all housing projects. Information is made available through public meetings, newspapers, brochures, radio announcements, and/or the City's monthly newsletter. In addition, the City's website (www.yubacity.net) contains information about each affordable housing program offered as well as other CDBG projects and reports.

Institutional Structure

1. Describe actions taken during the last year to overcome gaps in institutional structures and enhance coordination.

Program year 4 CAPER Institutional Structure response:

The City of Yuba City continues its efforts to build local capacity by meeting regularly with local non-profit groups, neighboring local governments, and affordable housing advocates in the community. It is the City's belief that building local capacity is essential to understanding which needs are underserved and identifying any existing gaps in service. The local Housing Authority, Regional Housing Authority of Sutter and Nevada Counties (RHA), has partnered with the City of Yuba City to administer the NSP3 funds that were awarded in 2012. Additionally, the City is an active member of the Sutter Yuba Homeless Consortium in order to further understand the cycle of homelessness in our community and discuss potential strategies for addressing the issue.

Monitoring

1. Describe how and the frequency with which you monitored your activities.
2. Describe the results of your monitoring including any improvements.
3. Self-Evaluation
 - a. Describe the effect programs have in solving neighborhood and community problems.
 - b. Describe progress in meeting priority needs and specific objectives and help make community's vision of the future a reality.
 - c. Describe how you provided decent housing and a suitable living environment and expanded economic opportunity principally for low and moderate-income persons.
 - d. Indicate any activities falling behind schedule.
 - e. Describe how activities and strategies made an impact on identified needs.
 - f. Identify indicators that would best describe the results.
 - g. Identify barriers that had a negative impact on fulfilling the strategies and overall vision.
 - h. Identify whether major goals are on target and discuss reasons for those that are not on target.
 - i. Identify any adjustments or improvements to strategies and activities that might meet your needs more effectively.

Program year 4 CAPER monitoring response:

Monitoring CDBG Activities: On-site monitoring visits with the subrecipients are conducted by City staff annually. During the on-site monitoring, interviews with the subrecipients are conducted, activity files are reviewed, financial data is collected, and the progress of the activity is discussed. The City collects quarterly reports from subrecipients for each CDBG project in order to streamline the reporting process. This helps ensure that all pertinent information is collected in a timely manner and that any slow-moving projects can be addressed promptly. All 2013-2014 CDBG

subrecipients have participated in the CDBG program in previous years. All the returning subrecipients have a good understanding of the requirements. Overall the City had positive results from the monitoring. City staff does however anticipate continuing to make minor improvements to the subrecipient quarterly reporting forms during program year 2014-2015 to improve efficiency.

Timeliness of expenditures continues to be a top priority and the City is proud to report compliance with the 1.5x spending requirement test conducted by HUD 60 days prior to the end of the program year. Project spending is monitored closely since significant penalties can occur if the timeliness requirement is not met. Project coordinators and subrecipients have been very cooperative in working with staff to make sure activities are moving along as planned. When allocating funds through the Annual Plan process, project timelines are especially taken into consideration with preference given to those activities that are completed within one year of funding. These measures have been taken to ensure future compliance with HUD spending requirements.

Self-Evaluation: The CDBG program is a significant resource used to meet local community development and housing needs. Many public service programs have faced funding cuts due to cutbacks at the State and Federal levels. CDBG funding is often the next resource that local non-profits seek to help fill the gap. If Yuba City's CDBG entitlement continues to decrease due to federal budget cuts, the task to fill local needs will become even harder. During Program Year 2013-2014 the City has continued to make strides working toward meeting all the priority needs of the community as outlined (see Table 1 for PY 2013-2014 accomplishments).

The City realizes there will always be a gap between the existing needs and resources available to meet those needs. The City always strives to reduce those gaps and address the needs of low- and moderate-income persons in the community by seeking additional funding sources as they become available.

Barriers to Accomplishing Consolidated Plan Goals: Limited resources for funding most can often be the largest barrier to accomplishing goals, such as the development of a youth or community center. Staff will continue to research additional funding opportunities to help subsidize the financing of this project.

Lead-based Paint

1. Describe actions taken during the last year to evaluate and reduce lead-based paint hazards.

Program year 4 CAPER Lead-based Paint response:

The City continues to implement HUD's lead-based paint regulations. Efforts by the City in this regard include the disclosure to homeowners of possible lead hazards, sponsoring certification training for contractors, implementation of lead risk assessment and clearance testing procedures, and supervision of lead-related work performed. The City's housing rehabilitation program guidelines stipulate the type and amount of assistance provided, and define costs covered under the City's lead reduction program.

HOUSING

Housing Needs

*Please also refer to the Housing Needs Table in the Needs.xls workbook.

1. Describe Actions taken during the last year to foster and maintain affordable housing.

Program year 4 CAPER Housing Needs response:

The City's affordable housing programs include single-family housing rehabilitation, multi-family housing rehabilitation, and first-time homebuyer assistance. Funds for these programs include CDBG Entitlement, State HOME grants, tax credits, bonds, and local program income revenues. During Program Year 2011-2012 the City lost the use of Redevelopment low-mod housing set-aside funds which will have a significant impact on our community.

In 2012 the City was awarded \$4.4 million of NSP 3 funds from the State of California Housing and Community Development Department (HCD). Similar to the program the City conducted with NSP 1 funding, the City will utilize these funds to purchase distressed properties in foreclosure, rehab the properties and turn them over to the local housing authority to be utilized as low-income rentals. This program provides a great opportunity for low-income families to transition out of multi-family dwellings into single family residential properties. Additionally, there is an added benefit to the overall condition of the neighborhood when these distressed properties are rehabbed and occupied. With NSP3 funds, the City anticipates purchasing a total of 26 properties in the target area.

The City continues to explore the development of local affordable housing in partnership with private developers, local non-profit agencies, and other government entities. The City has partnered with non-profit developer Mercy Housing as well as the Regional Housing Authority to secure funding for a 44-unit low-income senior multi-family housing complex.

During PY 2013-2014 the City continued its efforts to increase the supply of decent, safe, and affordable housing in the community by operating the following affordable housing programs:

1. Housing Rehabilitation

For several years Yuba City's Housing Rehabilitation Program has helped many low-income families make needed repairs to their homes. Without this program, many repairs necessary to ensure safe and decent housing would not be undertaken, thereby contributing to the dilapidated conditions of some of Yuba City's low-income neighborhoods. Although the City continues to see a steady interest from the community in this program, declining home values have made it difficult for applicants to qualify as the program requires equity in the property in order to be eligible. Unfortunately due to these circumstances, the City was only able to generate two new rehab loans during this program year.

2. First-Time Homebuyer Assistance

The City has used HOME and CalHOME funds to operate its First Time Homebuyer Program for the past several years now. The HOME program offers up to \$75,000 in gap financing, while the CalHOME program offers up to \$40,000 to income-eligible first time homebuyers to purchase a home in Yuba City. During PY 2011-2012, the City was awarded an additional \$600,000 of CalHOME grant funds from the 2011 round of funding through the State of California Housing and Community Development Department (HCD). During the 2013-2014 program year the City awarded 2 loans through these programs to low-income first time homebuyers.

Specific Housing Objectives

1. Evaluate progress in meeting specific objective of providing affordable housing, including the number of extremely low-income, low-income, and moderate-income renter and owner households comparing actual accomplishments with proposed goals during the reporting period.
2. Evaluate progress in providing affordable housing that meets the Section 215 definition of affordable housing for rental and owner households comparing actual accomplishments with proposed goals during the reporting period.
3. Describe efforts to address “worst-case” housing needs and housing needs of persons with disabilities.

Program year 4 CAPER Specific Housing Objectives response:

The City’s Consolidated Plan identifies as a high priority housing programs that increase the availability of affordable housing or improve the living conditions for low and moderate income households. Consistent with the priorities outlined in the Consolidated Plan, during the 2013-2014 Program Year, the City accomplished the following goals and activities:

- FREED Home Repair Program –FREED’s Housing Repair Program for disable residents assisted eighty (80) individuals with ADA repairs or retrofits for their homes to assist them with living independently.
- First Time Homebuyer Program – The City has HOME and CalHOME funds, received through the State of California, available to assist low-income households in purchasing their first home. During this program year, two (2) loans were issued.

Public Housing Strategy

1. Describe actions taken during the last year to improve public housing and resident initiatives.

Program year 4 CAPER Public Housing Strategy response:

The Regional Housing Authority of Sutter and Nevada Counties administers the Section 8 program for Sutter County and Yuba City, and continues to implement the priorities of the Comprehensive Grant Program with the coordination of the City on

an annual basis. The Housing Authority also maintains a five-year strategy, which is updated annually.

The Housing Authority has continued to work with residents to provide an environment in which they are able to accumulate adequate resources in order to move into non-subsidized housing and homeownership. The City has partnered with the Housing Authority on the rental of 26 single-family properties, acquired with both Redevelopment and NSP1 funds, to low-moderate income families. Through NSP3 funding the City has acquired an additional 12 properties to date, with the anticipation of acquiring 14 more with the remaining amount of funds available. The City will work in partnership with the Housing Authority to rent these properties to low-moderate income families as well. Moving families out of public housing, multi-family complexes and into single-family homes helps families move one step closer to homeownership.

Barriers to Affordable Housing

1. Describe actions taken during the last year to eliminate barriers to affordable housing.

Program year 4 CAPER Barriers to Affordable Housing response:

Barriers to affordable housing exist on many fronts and can range from NIMBYism (“Not In My Back Yard”) to difficulty in obtaining the total funds needed to carry out large projects. To overcome such barriers, the City continues to pursue all resources it can to provide comprehensive affordable housing programs. The City also markets its affordable housing programs to the general public (in addition to target marketing of income-eligible persons) through newspaper articles, City newsletters, information on the City’s website, and through local community events.

The price of housing in Yuba City continues a decline with the slowdown in the housing market, however the housing prices are still out of reach for many low-income families. The City continues to monitor the cost of housing by conducting bi-annual apartment surveys and reviewing home sales data from the Sutter Yuba Association of Realtors, DataQuick, and RealtyTrac. The City’s 2013-2021 Housing Element outlines several programs and policies to encourage the development and preservation of affordable housing in our community.

HOME/ American Dream Down Payment Initiative (ADDI)

1. Assessment of Relationship of HOME Funds to Goals and Objectives
 - a. Evaluate progress made toward meeting goals for providing affordable housing using HOME funds, including the number and types of households served.
2. HOME Match Report
 - a. Use HOME Match Report HUD-40107-A to report on match contributions for the period covered by the Consolidated Plan program year.
3. HOME MBE and WBE Report

- a. Use Part III of HUD Form 40107 to report contracts and subcontracts with Minority Business Enterprises (MBEs) and Women's Business Enterprises (WBEs).
4. Assessments
 - a. Detail results of on-site inspections of rental housing.
 - b. Describe the HOME jurisdiction's affirmative marketing actions.
 - c. Describe outreach to minority and women owned businesses.

Program year 4 CAPER HOME/ADDI response:

This section is not applicable.

HOMELESS

Homeless Needs

*Please also refer to the Homeless Needs Table in the Needs.xls workbook.

1. Identify actions taken to address needs of homeless persons.
2. Identify actions to help homeless persons make the transition to permanent housing and independent living.
3. Identify new Federal resources obtained from Homeless SuperNOFA.

Program year 4 CAPER Homeless Needs response:

Actions to Address Homeless Needs and Help Homeless Transition to Permanent Housing

As previously mentioned, the City continues to provide funding to the Salvation Army for its Family Self-Sufficiency (FSS) Program. Families who complete the Homeless Recovery Program at the Depot, the Salvation Army's long-term emergency shelter for homeless families, are eligible to participate in the FSS Program, a two-year voluntary follow-up program that provides the families with continued support as they re-enter the mainstream of society. The FSS Program reinforces home management skills and coping techniques learned during the four to six months an average homeless family stays at the Depot's Family Crisis Center. A Family Self-Sufficiency Caseworker provides a link to services available within the community when an extraordinary need arises, and regularly meets with client families to monitor their progress. The FSS program is a safety net to help families avoid a catastrophic event that could result in a return to destructive habits or conditions that left them homeless in the first place.

Additionally, funds were used by A Hand Up Ministry to provide one-time food assistance to homeless individuals, and the Central Valley Homeless Veterans Assistance Program used CDBG funds to provide assistance with transitional housing for veterans, including a security deposit and first month's rent. They were also able to provide assistance to those veterans who were on the verge of losing their homes, assisting them so they could stay in their homes.

Actions to Seek Funding from Homeless SuperNOFA

The City continues to facilitate meetings for the Sutter Yuba Homeless Consortium whose goal is to enhance homeless services provided in Yuba and Sutter Counties. The Consortium is in the process of developing a Ten Year Plan to End Homelessness which will assist with better positioning the area to qualify for additional funding opportunities.

Specific Homeless Prevention Elements

1. Identify actions taken to prevent homelessness.

Program year 4 CAPER Specific Housing Prevention Elements response:

In addition to funding the Family Self Sufficiency Program as previously discussed, the City also continues to fund the Homeless Veterans Assistance Program annually. This program provides emergency housing assistance to veterans at risk of becoming homeless, or those that are currently homeless needing short-term stay at a motel.

The Yuba-Sutter Homeless Consortium continues to make strides in working towards the development of a Ten Year Plan to End Homelessness. The City participates in the consortium and will be instrumental in the planning process. The overall mission of the Ten Year Plan to End Homelessness will be to prevent chronic homelessness by providing permanent housing and coordinated services to help individuals achieve maximum self-sufficiency.

Emergency Shelter Grants (ESG)

1. Identify actions to address emergency shelter and transitional housing needs of homeless individuals and families (including significant subpopulations such as those living on the streets).
2. Assessment of Relationship of ESG Funds to Goals and Objectives
 - a. Evaluate progress made in using ESG funds to address homeless and homeless prevention needs, goals, and specific objectives established in the Consolidated Plan.
 - b. Detail how ESG projects are related to implementation of comprehensive homeless planning strategy, including the number and types of individuals and persons in households served with ESG funds.
3. Matching Resources
 - a. Provide specific sources and amounts of new funding used to meet match as required by 42 USC 11375(a)(1), including cash resources, grants, and staff salaries, as well as in-kind contributions such as the value of a building or lease, donated materials, or volunteer time.
4. State Method of Distribution
 - a. States must describe their method of distribution and how it rated and selected its local government agencies and private nonprofit organizations acting as subrecipients.
5. Activity and Beneficiary Data
 - a. Completion of attached Emergency Shelter Grant Program Performance Chart or other reports showing ESGP expenditures by type of activity. Also describe

- any problems in collecting, reporting, and evaluating the reliability of this information.
- b. Homeless Discharge Coordination
 - i. As part of the government developing and implementing a homeless discharge coordination policy, ESG homeless prevention funds may be used to assist very-low income individuals and families at risk of becoming homeless after being released from publicly funded institutions such as health care facilities, foster care or other youth facilities, or corrections institutions or programs.
 - c. Explain how your government is instituting a homeless discharge coordination policy, and how ESG homeless prevention funds are being used in this effort.

Program year 4 CAPER ESG response:

This section is not applicable.

COMMUNITY DEVELOPMENT

Community Development

*Please also refer to the Community Development Table in the Needs.xls workbook.

1. Assessment of Relationship of CDBG Funds to Goals and Objectives
 - a. Assess use of CDBG funds in relation to the priorities, needs, goals, and specific objectives in the Consolidated Plan, particularly the highest priority activities.
 - b. Evaluate progress made toward meeting goals for providing affordable housing using CDBG funds, including the number and types of households served.
 - c. Indicate the extent to which CDBG funds were used for activities that benefited extremely low-income, low-income, and moderate-income persons.
2. Changes in Program Objectives
 - a. Identify the nature of and the reasons for any changes in program objectives and how the jurisdiction would change its program as a result of its experiences.
3. Assessment of Efforts in Carrying Out Planned Actions
 - a. Indicate how grantee pursued all resources indicated in the Consolidated Plan.
 - b. Indicate how grantee provided certifications of consistency in a fair and impartial manner.
 - c. Indicate how grantee did not hinder Consolidated Plan implementation by action or willful inaction.
4. For Funds Not Used for National Objectives
 - a. Indicate how use of CDBG funds did not meet national objectives.
 - b. Indicate how did not comply with overall benefit certification.
5. Anti-displacement and Relocation – for activities that involve acquisition, rehabilitation or demolition of occupied real property

- a. Describe steps actually taken to minimize the amount of displacement resulting from the CDBG-assisted activities.
 - b. Describe steps taken to identify households, businesses, farms or nonprofit organizations who occupied properties subject to the Uniform Relocation Act or Section 104(d) of the Housing and Community Development Act of 1974, as amended, and whether or not they were displaced, and the nature of their needs and preferences.
 - c. Describe steps taken to ensure the timely issuance of information notices to displaced households, businesses, farms, or nonprofit organizations.
6. Low/Mod Job Activities – for economic development activities undertaken where jobs were made available but not taken by low- or moderate-income persons
- a. Describe actions taken by grantee and businesses to ensure first consideration was or will be given to low/mod persons.
 - b. List by job title of all the permanent jobs created/retained and those that were made available to low/mod persons.
 - c. If any of jobs claimed as being available to low/mod persons require special skill, work experience, or education, provide a description of steps being taken or that will be taken to provide such skills, experience, or education.
7. Low/Mod Limited Clientele Activities – for activities not falling within one of the categories of presumed limited clientele low and moderate income benefit
- a. Describe how the nature, location, or other information demonstrates the activities benefit a limited clientele at least 51% of whom are low- and moderate-income.
8. Program income received
- a. Detail the amount of program income reported that was returned to each individual revolving fund, e.g., housing rehabilitation, economic development, or other type of revolving fund.
 - b. Detail the amount repaid on each float-funded activity.
 - c. Detail all other loan repayments broken down by the categories of housing rehabilitation, economic development, or other.
 - d. Detail the amount of income received from the sale of property by parcel.
9. Prior period adjustments – where reimbursement was made this reporting period for expenditures (made in previous reporting periods) that have been disallowed, provide the following information:
- a. The activity name and number as shown in IDIS;
 - b. The program year(s) in which the expenditure(s) for the disallowed activity(ies) was reported;
 - c. The amount returned to line-of-credit or program account; and
 - d. Total amount to be reimbursed and the time period over which the reimbursement is to be made, if the reimbursement is made with multi-year payments.
10. Loans and other receivables
- a. List the principal balance for each float-funded activity outstanding as of the end of the reporting period and the date(s) by which the funds are expected to be received.
 - b. List the total number of other loans outstanding and the principal balance owed as of the end of the reporting period.

- c. List separately the total number of outstanding loans that are deferred or forgivable, the principal balance owed as of the end of the reporting period, and the terms of the deferral or forgiveness.
- d. Detail the total number and amount of loans made with CDBG funds that have gone into default and for which the balance was forgiven or written off during the reporting period.
- e. Provide a List of the parcels of property owned by the grantee or its subrecipients that have been acquired or improved using CDBG funds and that are available for sale as of the end of the reporting period.

11. Lump sum agreements

- a. Provide the name of the financial institution.
- b. Provide the date the funds were deposited.
- c. Provide the date the use of funds commenced.
- d. Provide the percentage of funds disbursed within 180 days of deposit in the institution.

12. Housing Rehabilitation – for each type of rehabilitation program for which projects/units were reported as completed during the program year

- a. Identify the type of program and number of projects/units completed for each program.
- b. Provide the total CDBG funds involved in the program.
- c. Detail other public and private funds involved in the project.

13. Neighborhood Revitalization Strategies – for grantees that have HUD-approved neighborhood revitalization strategies

- a. Describe progress against benchmarks for the program year. For grantees with Federally-designated EZs or ECs that received HUD approval for a neighborhood revitalization strategy, reports that are required as part of the EZ/EC process shall suffice for purposes of reporting progress.

Program year 4 CAPER Community Development response:

Relationship of CDBG Funds to Goals and Objectives: CDBG entitlement funds are the only CPD funding source the City receives to accomplish the goals and objectives outlined in the Consolidated Plan. While other funding sources like State HOME and CalHOME funds are available, the CDBG funding is tailored to meet the highest priority needs, and then other funding sources are leveraged to fill in the gaps. Indeed, CDBG played a key role in meeting the City's affordable housing goals as mentioned previously in the Housing Needs section. In addition, several community development activities are funded with CDBG to specifically target the need to provide a suitable living environment for low and moderate income households.

Efforts to Carry Out Planned Actions: Recognizing that there are limited resources available, the City continued to pursue all available resources of funding for low- and moderate-income activities. In addition, the City actively supports efforts by other entities to receive funding for programs that benefit low- and moderate-income residents. Specifically, the City supports all the efforts of the Regional Housing Authority of Sutter and Nevada Counties to enhance its Section 8 and Public Housing activities. As previously mentioned the City was a past recipient of NSP 1 funds and received an award of NSP 3 funding from HCD, which has been a significant resource in increasing the stock of low-income housing in the community.

During this reporting period the City continued to address the priority needs of the Consolidated Plan. Furthermore, the City did not hinder the plan implementation by willful inaction. Certifications for consistency were also provided for other HUD programs. The City also continued to distribute funds to areas where the percentage of low- and moderate-income persons is above 51%. There are no areas of minority or ethnic concentration indicated in the 2000 Census.

In 2013 the City supported a 44-unit affordable senior housing apartment complex project by applying for 2013 HOME funds for financing. Unfortunately the application was denied. However, other opportunities for funding are being explored and the City will continue to support the activity in any way it can.

Anti-Displacement and Relocation: The City implements its Anti-Displacement and Relocation plan when needed for the provision of relocation assistance according to the Uniform Relocation Act. There was no relocation activities carried for CDBG programs in PY 2013-2014.

Housing Rehabilitation Revolving Loan Fund: This year the City received \$36,135.62 in housing loan repayments. These funds have been deposited in the Housing Rehabilitation Revolving Loan Fund and will be used to assist more families through the program. The following table provides a more detailed account of the City's CDBG and HOME loans for the PY ending June 30, 2014:

Loan Type	# of Loans	Total Amount	Loan Terms
FTHB Deferred (HOME & CalHOME)	2	\$74,000	Loan terms payments deferred 30 years
Rehab Deferred (CDBG)	2	\$34,367	Loan term 5 years
TOTAL	4	\$108,367	

Antipoverty Strategy

1. Describe actions taken during the last year to reduce the number of persons living below the poverty level.

Program year 4 CAPER Antipoverty Strategy response:

The 2010 Census indicates that Yuba City is slightly above the California state average for poverty status with 9,975 individuals (15.6%) living below the poverty threshold for their respective household types. There is no statistical information indicating underlying causes of Yuba City's poverty level. However, possible reasons include Sutter County's higher-than-average unemployment rate, low-skill labor force, and lack of higher paying jobs available. In addition to other programs provided by local organizations (One Stop Centers, Entrepreneur Training Programs, EDD, Yuba-Sutter Economic Development Corporation, etc.), the City is committed to funding affordable housing programs, homeless services, and economic development programs aimed at reducing poverty in our community.

By continuing to fund affordable housing programs the City is able to offer assistance to extremely low-income persons living at or below the poverty level. Likewise, the funding of homeless services in the community provides assistance to those persons without the financial resources to secure permanent shelter. In addition, the City is committed to supporting economic development programs that aim to reduce the rate of poverty in the Yuba-Sutter community by offering financial and technical assistance to small business owners that do not have access to conventional financial resources because of their income level and/or economic status. The City will continue to make referrals to the Yuba-Sutter Small Business Development Center for these services and will also continue to work towards making strides in implementing the new micro-enterprise loan program.

NON-HOMELESS SPECIAL NEEDS

Non-homeless Special Needs

*Please also refer to the Non-homeless Special Needs Table in the Needs.xls workbook.

1. Identify actions taken to address special needs of persons that are not homeless but require supportive housing, (including persons with HIV/AIDS and their families).

Program year 4 CAPER Non-homeless Special Needs response:

The City continues to communicate and work with local non-profit organizations that provide resources to persons with special needs and/or supportive housing. FREED Center for Independent Living provides assistance and supportive services to disabled persons living in Yuba and Sutter Counties. The City continues to allocate funds to FREED for accessibility improvements such as grab bars, ramps, safety poles, and other assistive technology items.

Specific HOPWA Objectives

*Please also refer to the HOPWA Table in the Needs.xls workbook.

1. Overall Assessment of Relationship of HOPWA Funds to Goals and Objectives
Grantees should demonstrate through the CAPER and related IDIS reports the progress they are making at accomplishing identified goals and objectives with HOPWA funding. Grantees should demonstrate:
 - a. That progress is being made toward meeting the HOPWA goal for providing affordable housing using HOPWA funds and other resources for persons with HIV/AIDS and their families through a comprehensive community plan;
 - b. That community-wide HIV/AIDS housing strategies are meeting HUD's national goal of increasing the availability of decent, safe, and affordable housing for low-income persons living with HIV/AIDS;
 - c. That community partnerships between State and local governments and community-based non-profits are creating models and innovative strategies to serve the housing and related supportive service needs of persons living with HIV/AIDS and their families;

- d. That through community-wide strategies Federal, State, local, and other resources are matched with HOPWA funding to create comprehensive housing strategies;
 - e. That community strategies produce and support actual units of housing for persons living with HIV/AIDS; and finally,
 - f. That community strategies identify and supply related supportive services in conjunction with housing to ensure the needs of persons living with HIV/AIDS and their families are met.
2. This should be accomplished by providing an executive summary (1-5 pages) that includes:
- a. Grantee Narrative
 - i. Grantee and Community Overview
 - (1) A brief description of your organization, the area of service, the name of each project sponsor and a broad overview of the range/type of housing activities and related services
 - (2) How grant management oversight of project sponsor activities is conducted and how project sponsors are selected
 - (3) A description of the local jurisdiction, its need, and the estimated number of persons living with HIV/AIDS
 - (4) A brief description of the planning and public consultations involved in the use of HOPWA funds including reference to any appropriate planning document or advisory body
 - (5) What other resources were used in conjunction with HOPWA funded activities, including cash resources and in-kind contributions, such as the value of services or materials provided by volunteers or by other individuals or organizations
 - (6) Collaborative efforts with related programs including coordination and planning with clients, advocates, Ryan White CARE Act planning bodies, AIDS Drug Assistance Programs, homeless assistance programs, or other efforts that assist persons living with HIV/AIDS and their families.
 - ii. Project Accomplishment Overview
 - (1) A brief summary of all housing activities broken down by three types: emergency or short-term rent, mortgage or utility payments to prevent homelessness; rental assistance; facility based housing, including development cost, operating cost for those facilities and community residences
 - (2) The number of units of housing which have been created through acquisition, rehabilitation, or new construction since 1993 with any HOPWA funds
 - (3) A brief description of any unique supportive service or other service delivery models or efforts
 - (4) Any other accomplishments recognized in your community due to the use of HOPWA funds, including any projects in developmental stages that are not operational.
 - iii. Barriers or Trends Overview
 - (1) Describe any barriers encountered, actions in response to barriers, and recommendations for program improvement
 - (2) Trends you expect your community to face in meeting the needs of persons with HIV/AIDS, and

- (3) Any other information you feel may be important as you look at providing services to persons with HIV/AIDS in the next 5-10 years
- b. Accomplishment Data
 - i. Completion of CAPER Performance Chart 1 of Actual Performance in the provision of housing (Table II-1 to be submitted with CAPER).
 - ii. Completion of CAPER Performance Chart 2 of Comparison to Planned Housing Actions (Table II-2 to be submitted with CAPER).

Program year 4 CAPER Specific HOPWA Objectives response:

This section is not applicable.

OTHER NARRATIVE

Include any CAPER information that was not covered by narratives in any other section.

ATTACHMENT A - NRS Performance Evaluation Report

**CAPER3 PY 13-14
ATTACHMENT A
NRS Performance Evaluation**

Housing Performance Measures and Accomplishments			
Action	One Year Benchmark	PY 12-13	PY 13-14
Create more owner occupied housing	Remodel 1-4 rental homes	The City generated one owner occupied rehab loan for a property in the NRS area during PY 12-13 through the CDBG RLF Rehab Program.	The City generated 2 owner occupied rehab loans for properties in the NRS area during PY 13-14 through the CDBG RLF Rehab Program. Through the NSP program, eleven homes were purchased and remodeled.
	Build 1-2 homes for low-income families	One income qualified new homeowner purchased a home in the NRS through the City's First Time Homebuyer Program during PY 12-13.	Two income qualified new homeowners purchased a home in the NRS through the City's First Time Homebuyer Program during PY 13-14.
Educate families about homeownership	Counsel 20 families in the neighborhood	The First Time Homebuyer Education workshop has yet to be scheduled. The lack of interest in the workshop has made it difficult to setup. The City will continue to evaluate the interest level and be ready to offer the workshop at the appropriate time.	The First Time Homebuyer Education workshop is scheduled for Fall 2014. Due to a lack of interest in the workshop, scheduling has been postponed several times.
	Counsel 60 families outside of the neighborhood		
Collaborate with local organizations	Collaborate with local agencies to create incentives for (1) affordable homes (2) jobs for locals	The City has continued to collaborate with the local agencies. The collaboration with the Regional Housing Authority (RHA) is still ongoing, with the NSP3 program continuing to acquire properties. The City's NSP3 rental program is still estimated to provide twenty-six new single family properties to the affordable housing rental market. The RHA will own and manage the properties. The Economic Development Department also continues its collaboration with the school district and the business community as done in the previous program year.	The City has continued to collaborate with the local agencies. The collaboration with the Regional Housing Authority (RHA) is still ongoing, with the NSP3 program continuing to acquire properties. The City's NSP3 rental program is still estimated to provide twenty-six new single family properties to the affordable housing rental market. The RHA will own and manage the properties. The Economic Development Department also continues its collaboration with the school district and the business community as done in the previous program year.
Improve existing housing	Develop and complete three projects per year	Another neighborhood clean up project was conducted this program year on Reeves Avenue. Over 150 volunteers made exterior improvements on 19 properties.	A neighborhood clean up project was held again this program year. The project was held on Moore Avenue. Over 100 volunteers made exterior improvements to 15 properties. The neighborhood cleanup also included the cleanup and improvement of the neighborhood park.
	Improve rental housing units		

Transportation & Parks Performance Measures and Accomplishments			
Action	One Year Benchmark	PY 12-13	PY 13-14
Improve the accessibility of the neighborhoods to local businesses	Build/rebuild sidewalks along designated paths to the business connecting the business district (including the Bridge Street sidewalk)	During this program year, the City upgraded 21 of the top priority pedestrian access ramps identified in the ADA Self-Evaluation and Transition Plan within the Public Right of Way. These access ramps provide compliant access to several local government facilities, including City Hall and Sutter County Human Services. Implementation of the plan will continue during the PY 13-14.	During this program year, the City upgraded 39 pedestrian access ramps and 2 lengths of sidewalk identified in the ADA Self-Evaluation and Transition plan within the Public Right of Way. These improvements provide access to several local government facilities, schools, and numerous businesses throughout the city. Implementation of the plan will continue during PY 14-15.
Build a new recreation center or improve an existing facility	Increase energy efficiency in recreational facilities	No new developments accrued this program year. The focus for facility improvements is on the existing neighborhood parks within the NRS area.	No new developments accrued this program year. The focus for facility improvements is on the existing neighborhood parks within the NRS area.
Improve an existing park for locals	Add park benches, picnic tables or a garden to an existing park	Research for a Community Garden is ongoing. With a turnover for many staff members within the City, the progress with this project has slowed. Several community members have expressed interest in a Community Garden and the project possibility seems to be getting a lot of good feedback. The project is projected to be funded in PY 2014-2015. The Feather River Parkway project was completed during 2012-2013 program year and has had a lot of activity so far.	Research for a Community Garden is still ongoing. After a great deal of expressed interest in the garden project, it was expected to be funded during PY 14-15, however the potential applicant did not submit an application. During the the neighborhood clean up project, the local park was improved by adding two picnic table, three trees, playground fiber and various plants and flowers throughout the park.
Create incentives for carpooling or biking	Create a program that encourages carpooling or riding a bicycle	Ongoing - The City continues to promote the Bike Yuba City program throughout the City with brochures, posters and various marketing and outreach. Additional signage, map updates, and the installation of bike racks at micro businesses within the NRS area is anticipated to take place during PY 13-14.	Ongoing - The City continues to promote the Bike Yuba City program throughout the City with brochures, posters and various marketing and outreach. Additional signage, map updates, and the installation of bike racks at micro businesses within the NRS area was accomplished during PY 13-14.

Business Performance Measures and Accomplishments			
Action	One Year Benchmark	PY 12-13	PY 13-14
Establish a district identity in the neighborhoods	Create a historic business district	Complete	Complete
	Develop a slogan that communicates an identity the business can support	Complete	Complete
Improve the appearance of the neighborhood	Pull Weeds	Ongoing efforts of the DBA	Ongoing efforts of the DBA
	Cut grass especially for vacant businesses	Efforts are Ongoing	Efforts are Ongoing
	Paint businesses that appear to need it	A CDBG funded Façade Improvement Grant Program was not developed this program year, nor will it be implemented during PY 13-14. However, the City has developed a neighborhood cleanup project for a business district. The project will include painting exteriors, removing debris, and improving landscaping. This project will be implemented in PY 13-14.	The City developed and funded a neighborhood cleanup project for a business district. The project will include painting exteriors, removing debris, and improving landscaping. This project will carry over to PY 14-15.
	Plant flowers	Ongoing efforts of the DBA	Ongoing efforts of the DBA
Improve the perception and the reality of safety in the neighborhood	Collaborate with building owners and managers to keep the area clean and manicured	Efforts are Ongoing	Efforts are Ongoing
	Initiate an annual event that attracts visitors from outside of Yuba City	All of these events occur annually and continue to be a success and attraction for the Downtown Business District drawing more visitors in each year as these events grow.	All of these events occur annually and continue to be a success and attraction for the Downtown Business District drawing more visitors in each year as these events grow.
Improve the business capacity of current businesses in the neighborhood	Develop ways for businesses to advertise each other including an exchange of business cards and a historic map that highlights area businesses	In PY 12-13 the Restaurant and Hotel Guide was updated to provide more accurate information. Also during this program year, the Downtown Business Association developed a Restaurant Guide specifically for the restaurants in the downtown business area.	In PY 13-14 the Restaurant and Hotel Guide was updated to provide more accurate information. Also during this program year, the Downtown Business Association developed a Restaurant Guide specifically for the restaurants in the downtown business area.
	Determine means to better utilize empty areas for parking spaces	Efforts are ongoing.	Efforts are ongoing.
	Work with the Chamber of Commerce to develop marketing programs that draw patrons from outside the neighborhood	The City has continued to collaborate with the Chamber of Commerce on the Restaurant and Hotel Guide to accomplish the updates that were necessary. Also, in PY 12-13 the City entered into a three year contract with the Chamber of Commerce for marketing and tourism efforts.	The City has continued to collaborate with the Chamber of Commerce on the Restaurant and Hotel Guide to accomplish the updates that were necessary. Also, in PY 13-14 the City entered its second of a three year contract with the Chamber of Commerce for marketing and tourism efforts which includes our historic downtown Plumas Street.
	Upgrade occupied buildings to current code standards	A program will be developed to provide grant assistance to small business owners to make ADA evaluations and improvements to eligible businesses, in an effort to achieve accessibility compliance for business owners that might now otherwise be able to afford it. Program implementation / funding is planned for PY 2013-2014.	The ADA evaluations program was developed and funded in PY 13-14. The program will allow micro businesses within the NRSA to achieve accessibility compliance. This program will carry over to PY 14-15 for further implementation.
Attract new businesses	Add signs that show what businesses are present and connect the identity of the community	There was no further activity for this benchmark in PY 2012-2013.	In PY 2013-14 the city designed special Walk Your Wheels signs for sidewalk safely. The design of these signs will be used for future business and community way signage
	Collaborate to maintain the appearance of the area	Efforts are Ongoing. Regular committee meetings continue to take place.	Efforts are Ongoing. Regular committee meetings continue to take place.

Business Performance Measures and Accomplishments Continued			
Action	One Year Benchmark	PY 12-13	PY 13-14
Develop an association of businesses	Develop a name for the business association and district	Yuba City Downtown Business Association (DBA) mission is to preserve, promote and encourage aspiring businesses and provide a safe, clean center of culture and community life for residents and visitors alike.	Complete
	Set up regular meeting dates and times	The Yuba City DBA conducts monthly board meetings as well as a variety of committee meetings to address issues such as economic development, marketing, and beautification.	Meetings are ongoing.

CITY OF YUBA CITY

Written Requests

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

Procedure

When requesting to speak, 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:

Terrel Locke, City Clerk tlocke@yubacity.net

The Mayor will call you to the podium when it is time for you to speak.

CITY OF YUBA CITY

Appearance of Interested Citizens

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

Complete a Speaker Card located in the lobby and give to the City Clerk. When a matter is announced, wait to be recognized by the Mayor. Comment should begin by providing your name and place of residence. A three minute limit is requested when addressing Council.

- For Items on the Agenda

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

- Items not listed on the Agenda

Public comments on items not listed on the agenda will be heard during the Public Communication portion of the meeting.

CITY OF YUBA CITY
STAFF REPORT

Date: September 16, 2014
To: Honorable Mayor & Members of the City Council
From: Finance Department
Presentation By: Spencer Morrison, Accounting Manager

Summary

Subject: Two Ford Police Utility Interceptors (FB15-01)
Recommendation: Award the purchase of two (2) Ford Police Utility Interceptors to Geweke Ford, Yuba City, CA, in the amount of \$55,362.80 by finding that it is in the best interest of the City to do so.
Fiscal Impact: \$55,362.80 Vehicle Replacement Fund Account 6610-69405

Purpose:

Purchase of replacement police patrol vehicles.

Background:

Each year Fleet Maintenance staff reviews the City's vehicles to determine which are recommended for replacement. For the 2014/2015 fiscal year, staff is recommending the replacement of two (2) vehicles for the City's Police Department.

Analysis:

The Police Department worked with Finance staff and Fleet Maintenance staff to ensure that the vehicle specifications meet the City's requirements. A formal bid was developed and advertised according to the City's ordinances. Sixteen (16) vendors received bid notifications. The following bids including options were received:

<u>Vendor</u>	<u>Total Bid</u>	<u>City Cost</u>
Geweke Ford Yuba City, CA	\$55,362.80	\$54,809.17* (awardee)
Ron DuPratt Ford Dixon, CA	\$54,981.52	\$54,981.52
Towne Ford Redwood City, CA	\$55,917.50	\$55,917.50

Upon reviewing the bids, the two lowest responding bidders are separated by \$381.28, with Ron DuPratt Ford of Dixon, CA, having the lowest bid. However, if this purchase were to be awarded to Larry Geweke Ford, which is located within the city limits, the City would receive

1% of the sales tax back in its sales tax revenue. Subtracting the difference between the bids from the potential sales tax revenue indicates that the lowest cost and best value for the City is an award to Larry Geweke Ford for this purchase. The City's purchasing policy provides for this finding to be made.

Fiscal Impact:

Funding for two (2) vehicles was appropriated in the FY 2014 / 2015 budget Capital Acquisitions and is available in the Vehicle Replacement Fund account # 6610-69405.

Alternatives:

- 1) Reject all bids
- 2) Request new bid process
- 3) Do not purchase

Recommendation:

Award the purchase of two (2) Ford Police Utility Interceptors to Geweke Ford, Yuba City, CA, in the amount of \$55,362.80 by finding that it is in the best interest of the City to do so.

Prepared By:

/s/Vicky Anderson

Vicky Anderson
Administrative Analyst I

Submitted By:

/s/Steven C. Kroeger

Steven C. Kroeger
City Manager

Reviewed By:

Finance

/RB/

Police

/RL/ via email

City Attorney

/TH/ via email

CITY OF YUBA CITY
STAFF REPORT

Date: September 16, 2014
To: Honorable Mayor & Members of the City Council
From: Finance Department
Presentation By: Spencer Morrison, Accounting Manager

Summary

Subject: Three (3) Hybrid SE Sedans (FB15-02)
Recommendation: Award the purchase of three (3) Hybrid SE Sedans to Geweke Ford, Yuba City, CA, in the amount of \$80,965.73 (including extended warranty) by finding that it is in the best interest of the City to do so.
Fiscal Impact: \$80,965.73 Vehicle Replacement Fund Account 6610-69405

Purpose:

Purchase of one (1) replacement vehicle and two (2) new vehicles.

Background:

Each year Fleet Maintenance staff reviews the City’s vehicles to determine which are recommended for replacement. For the 2014/2015 fiscal year, staff is recommending the replacement of one (1) Police Department vehicle and two (2) vehicles for Community Development and the Water Treatment Plant. After review, the decision was made to go with hybrid vehicles. The City will have cost savings from not purchasing as much fuel. Also, hybrid vehicles emit about 80% less pollutants and greenhouse gases.

Analysis:

The Finance staff and Fleet Maintenance worked with the Police, Community Development and Public Works Department staff to ensure that the vehicle specifications meet the City’s requirements. A formal bid was developed and advertised according to the City’s ordinances. Twenty-seven (27) vendors received bid notifications. The following bids including options were received:

<u>Vendor</u>	<u>Price</u>
Downtown Ford, Sacramento CA	Non responsive
Livermore Ford, Livermore CA	Non-responsive
Geweke Ford, Yuba City CA	\$76,945.73 (awardee)
Ron DuPratt Ford, Dixon CA	\$77,464.92
Harrold Ford, Sacramento CA	\$80,099.79

Downtown Ford and Livermore Ford are both considered non-responsive after discovering the car quoted does not meet the specification requirements.

Our specifications included an option for an extended warranty. Discussion with the City's Fleet Maintenance division has concluded that having the extended warranty of 7 years 100,000 miles would be beneficial to the City. The price is \$1,340 for each warranty for a total of \$4,020.

Fiscal Impact:

Funding for three (3) vehicles was appropriated in the FY 2014 / 2015 budget Capital Acquisitions and is available in the Vehicle Replacement Fund account # 6610-69405.

Alternatives:

- 1) Reject all bids
- 2) Request new bid process
- 3) Do not purchase

Recommendation:

Award the purchase of three (3) Hybrid SE Sedans to Geweke Ford, Yuba City, CA, in the amount of \$80,965.73 (including extended warranty) by finding that it is in the best interest of the City to do so.

Prepared By:

/s/Vicky Anderson
Vicky Anderson
Administrative Analyst I

Submitted By:

/s/Steven C. Kroeger
Steven C. Kroeger
City Manager

Reviewed By:

Finance	<u><i>/RB/</i></u>
Police	<u><i>/RL/ via email</i></u>
Community Development	<u><i>/AB/</i></u>
Public Works	<u><i>/DL/</i></u>
City Attorney	<u><i>/TH/ via email</i></u>

**MINUTES (DRAFT)
REGULAR MEETING OF THE
CITY COUNCIL
CITY OF YUBA CITY
COUNCIL CHAMBERS
SEPTEMBER 2, 2014
5:00 P.M. – CLOSED SESSION
6:00 P.M. – REGULAR MEETING**

Closed Session—Butte Room

- A. Conferred with labor negotiator Steve Kroeger regarding negotiations with the following associations: Yuba City Police Officers, Police Sergeants, Yuba City Firefighters Local 3793, Yuba City Fire Management, Confidential Employees, City Manager, Executive Services Employees, First Level Managers, Mid Managers, and Public Employees Local No. 1, pursuant to Section 54957.6 of the Government Code.

Regular Meeting—Council Chambers

The City of Yuba City City Council meeting was called to order by Mayor Gill at 6:02 p.m.

Roll Call

Present: Councilmembers Buckland, Dukes, Maan, Starkey and Mayor Gill

Absent: None

Invocation

Councilmember Buckland gave the invocation.

Pledge of Allegiance to the Flag

River Valley Girls Track and Field member Lauren Kroeger led the Pledge of Allegiance.

Presentations and Proclamations

1. Proclamation to Brian Berg for the iCan Bike Program

Mr. Berg was unable to attend.

Mayor Gill changed the Order of Agenda Items 2 & 3

2. Proclamation for River Valley Girls Track & Field – Sac-Joaquin Track and Field Section Championships

Mayor Gill presentation a proclamation to the River Valley Girls Track and Field Team in honor of their achievement of becoming the Sac-Joaquin Track and Field Section Champions.

3. Walk your Wheels Presentation by Economic Development Manager Darin Gale.

Economic Development Manager Darin Gale provided information to the Mayor and City Council on the City's new Walk Your wheels Campaign, notifying bike riders and skateboarders to walk their wheels when using sidewalks.

Ordinances

4. Adopt an Ordinance Prohibiting Aggressive and Unsafe Panhandling, within the Corporate City Limits of Yuba City

Councilmember Maan moved to adopt **Ordinance No. 002-14** prohibiting aggressive and unsafe panhandling within the corporate city limits of Yuba City, waiving the second reading. Councilmember Dukes seconded the motion that passed with a unanimous vote.

Public Hearings

4. Recology Yuba-Sutter Rate Adjustment for Rate Year 2015 and Related Amendment to the 2011 Collection Service Agreement

Councilmember Tej Maan recused himself from this item because his position as Environmental Health Director of Yuba County may cause a conflict.

Mayor Gill opened the public hearing and the following person spoke:

Dr. Larry Ozeran, NW Yuba City – Against

Mayor Gill Closed the public hearing.

Councilmember Starkey moved to adopt **Resolution No. 14-060** amending the 2011 Collection Service Agreement with Recology Yuba-Sutter and approving a rate adjustment resulting in a 5.92% decrease in Commercial Rates and no change in Residential Rates. Councilmember Dukes seconded the motion that passed with a unanimous vote.

Councilmember Maan rejoined the Council.

Public Communication

6. Written Requests - None

7. Appearance of Interested Citizens - None

Consent Calendar

Councilmember Starkey moved to adopt the Consent Calendar as presented. Councilmember Maan seconded the motion that passed with a unanimous vote.

8. Minutes of August 19, 2014

Approved the City Council Meeting Minutes of August 19, 2014

9. Biennial Review of the City of Yuba City Conflict of Interest Code

Adopted **Resolution No. 14-061** Amending the City of Yuba City Conflict of Interest Code and list of Designated Positions

10. Domain Estates Phase 2 (Amended Subdivision Agreement)

Adopted **Resolution No. 14-062** approving the execution of an amended Subdivision Agreement with Interwest Homes Corp for public improvements associated with the Domain Estates Phase 2 Subdivision Map. [Subdivision is located on the west side of Blevin Rd. north, of Butte House Rd.]

General Items

11. Sale of City-owned property-between Live Oak Boulevard and Clark Avenue

The following person spoke:

LaDonna Curtman, Libby Lane Yuba City - For

Councilmember Starkey moved to authorize the City Manager to enter into a Purchase and Sale Agreement with Erik Karlshoej Education Foundation for the sale price of \$600,000 for 10 acres of City-owned property located between Live Oak Boulevard and Clark Avenue, north of the City's Water Treatment Plant ("Property"), with the amended legal description. Councilmember Dukes seconded the motion that passed with a unanimous vote.

12. Office of Traffic Safety Ride Safe, Drive Safe Program Grant - \$143,700

Councilmember Buckland moved to A) Adopt **Resolution No. 14-063** authorizing the Chief of Police to accept the 2014/2015 California Office of Traffic Safety Grant titled Ride Safe, Drive Safe Program; and B) Authorize the Chief of Police to enter into a Professional Services Agreement with The Health and Social Policy Institute (HASPI) finding it is in the best interest in the City to do so, and approve expenditure recommendations. Further, authorize the Finance Director to make budget adjustments as necessary. Councilmember Dukes seconded the motion that passed with a unanimous vote.

13. Office of Traffic Safety Grant, Selective Traffic Enforcement Program - \$82,000

Councilmember Starkey moved to adopt **Resolution No. 14-064** authorizing the Chief of Police to accept the 2014/2015 Office of Traffic Safety Grant titled Selective Traffic Enforcement Program in the amount of \$82,000 and approve expenditure recommendations. Further, authorize the Finance Director to make budget adjustments as necessary. Councilmember Maan seconded the motion that passed with a unanimous vote.

14. Emergency Water Restrictions and Water Conservation Update

Councilmember Starkey moved to adopt **Resolution No. 14-065** declaring that water supply conditions are such that they dictate and justify the need for the implementation of emergency water restrictions and authorize staff to issue violations per the Municipal Code. Councilmember Maan seconded the motion that passed with a unanimous vote.

15. Presentation of Investment Report – Quarter Ended June 30, 2014

Noted & Filed Quarterly Investment Report.

Business from the City Council

16. City Council Reports

- Councilmember Buckland
- Councilmember Maan
- Councilmember Starkey
- Vice Mayor Dukes
- Mayor Gill

Adjournment

Mayor Gill adjourned the Regular Meeting of the City Council of the City of Yuba City at 7:25 p.m.

Kash Gill, Mayor

ATTEST:

Terrel Locke, City Clerk

CITY OF YUBA CITY
STAFF REPORT

Date: September 16, 2014
To: Honorable Mayor & Members of the City Council
From: Public Works Department
Presentation by: Diana Langley, Public Works Director

Summary

Subject: Landscape Maintenance Agreement with the State of California for State Route 20 near Harter Parkway

Recommendation: Adopt a Resolution authorizing the execution of an agreement for maintenance of landscaped areas within the State of California highway right of way on the south side of State Route 20 near Harter Parkway in association with the John L. Sullivan and Yuba City Toyota car dealerships.

Fiscal Impact: None – Landscape Maintenance Agreements will be executed with John L. Sullivan and Yuba City Toyota car dealerships to fulfill the duties of the City as outlined in the State of California Landscape Maintenance Agreement.

Purpose:

To provide for maintenance of landscaping, irrigation systems, and decorative fencing installed in the State right of way on the south side of State Route 20 near Harter Parkway in association with the John L. Sullivan and Yuba City Toyota car dealerships (see Exhibit A to Landscape Maintenance Agreement).

Background:

As part of the development of the new car dealerships, John L. Sullivan and Yuba City Toyota, located on the south side of State Route 20 at Harter Parkway, the developers installed landscaping, irrigation systems, and decorative fencing within the State right of way. The State of California, through the Department of Transportation, requires the execution of a Landscape Maintenance Agreement (Agreement) directly with the City to ensure that the landscaping, irrigation systems, and decorative fencing will be maintained in proper order.

Analysis:

The attached Agreement ensures that the landscaping and decorative fencing will be maintained in a neat and attractive appearance, and the irrigation systems will remain functional at the City's expense. If the City fails to meet the terms of the Agreement, the State may take over the maintenance functions or require that the right of way be restored to its prior condition at the City's expense. The City will pass on the duties assigned to the City through the Agreement to the respective property owners through the execution of Landscape Maintenance Agreements with the property owners.

The City Attorney has reviewed the Agreement and has no proposed modifications.

Fiscal Impact:

There is no fiscal impact to the City. The City will pass on the responsibilities and costs for maintenance to the respective property owners through the execution of Landscape Maintenance Agreements with the property owners.

Alternatives:

There is no viable alternative.

Recommendation:

Adopt a resolution authorizing the execution of an agreement for maintenance of landscaped areas within the State of California highway right of way on the south side of State Route 20 near Harter Parkway in association with the John L. Sullivan and Yuba City Toyota car dealerships.

Prepared by:

/s/ Diana Langley

Diana Langley
Public Works Director

Submitted by:

/s/ Steve C. Kroeger

Steven C. Kroeger
City Manager

Reviewed by:

Finance

RB

City Attorney

TH

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY AUTHORIZING
THE EXECUTION OF A LANDSCAPE MAINTENANCE WITH THE STATE OF
CALIFORNIA FOR STATE ROUTE 20 NEAR HARTER PARKWAY**

WHEREAS, through the development of the new John L. Sullivan and Yuba City Toyota car dealerships located on the south side of State Route 20 at Harter Parkway, the property owners installed landscaping, irrigation systems, and decorative fencing in the State of California right of way;

WHEREAS, the State of California, through the Department of Transportation, requires an agreement with the City of Yuba City regarding the maintenance of said landscaped area.

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

1. The Mayor and the City Clerk be, and are hereby authorized and directed, to execute on behalf of the City of Yuba City that certain Maintenance Agreement in the City of Yuba City between the City of Yuba City and the State of California, through the Department of Transportation.

2. A copy of said Maintenance Agreement in the City of Yuba City is attached hereto for reference.

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 16th day of September 2014.

AYES:

NOES:

ABSENT:

Kash Gill, Mayor

ATTEST:

Terrel Locke, City Clerk

**LANDSCAPE MAINTENANCE AGREEMENT
WITHIN STATE HIGHWAY RIGHT OF WAY
ON ROUTE 20 WITHIN THE CITY OF YUBA CITY**

THIS AGREEMENT is made effective this _____ day of _____, 20____, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as "STATE" and the City of Yuba City; hereinafter referred to as "CITY" and collectively referred to as "PARTIES".

SECTION I

RECITALS

1. PARTIES desire to work together to allocate their respective obligations relative to newly constructed or revised improvements within STATE's right of way by Encroachment Permit Numbers 0313-6FN0500 and 0313-6LC0723.
2. PARTIES have agreed to replace STATE right of way chain link fence with CITY's non-standard fence as shown on Exhibit A.
3. This Agreement addresses CITY responsibility for the landscape, irrigation systems, (collectively the "LANDSCAPING") and the non-standard fence (hereafter the "FENCE") placed within State Highway right of way on State Route 20, as shown on Exhibit A, attached to and made a part of this Agreement.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

SECTION II

AGREEMENT

4. In consideration of the mutual covenants and promises herein contained, CITY and STATE agree as follows:
 - 4.1. PARTIES have agreed to an allocation of maintenance responsibilities that includes, but is not limited to, inspection, providing emergency repair, replacement, and maintenance, (collectively hereinafter "MAINTAIN/MAINTENANCE") of LANDSCAPING and FENCE as shown on said Exhibit A.
 - 4.2. When a planned future improvement is constructed and/or a minor revision has been effected with STATE's consent or initiation within the limits of the STATE's right of way herein described which affects PARTIES' Division of Maintenance's responsibility as described herein, PARTIES will agree upon and execute a new dated and revised Exhibit A which will be made a part hereof and will thereafter supersede the attached original Exhibit A to thereafter become a part of this

Agreement. The new exhibit can be executed only upon written consent of the PARTIES hereto acting by and through their authorized representatives. No formal amendment to this Agreement will be required. Any changes to the terms and conditions of this Agreement shall be made by formal amendment.

5. CITY agrees, at CITY expense, to do the following:
 - 5.1. CITY may install, or contract, authorizing a licensed contractor with appropriate class of license in the State of California, to install and thereafter will MAINTAIN (Section 27 of the Streets and Highways Code) LANDSCAPING and FENCE conforming to those plans and specifications (PS&E) pre-approved by STATE.
 - 5.2. CITY will submit the final form of the PS&E, prepared, stamped and signed by a licensed landscape architect, for LANDSCAPING and FENCE to STATE's District Permit Engineer for review and approval and will obtain and have in place a valid encroachment permit prior to the start of any work within STATE's right of way. All proposed LANDSCAPING and FENCE must meet STATE's applicable standards.
 - 5.3. CITY will submit a one-time Encroachment Permit application for routine CITY MAINTENANCE functions as required by this Agreement. Individual Encroachment Permit will be obtained for any substantive repair activities or any MAINTENANCE activities requiring access from STATE highway side of the FENCE prior to the start of any work within STATE's right of way.
 - 5.4. CITY shall ensure that LANDSCAPED areas and FENCE designated on Exhibit A are provided with adequate scheduled routine MAINTENANCE necessary to MAINTAIN a neat and attractive appearance.
 - 5.5. An Encroachment Permit rider may be required for any changes to the scope of work allowed by this Agreement prior to the start of any work within STATE's right of way.
 - 5.6. CITY contractors will be required to obtain an Encroachment Permit prior to the start of any work within STATE's right of way.
 - 5.7. To furnish electricity for irrigation system controls, water, and fertilizer necessary to sustain healthy plant growth during the entire life of this Agreement.
 - 5.8. To replace unhealthy or dead plantings when observed or within 30 days when notified in writing by STATE that plant replacement is required.
 - 5.9. To prune shrubs, tree plantings, and trees to control extraneous growth and ensure STATE standard lines of sight to signs and corner sight distances are always maintained for the safety of the public.

- 5.10. To MAINTAIN, repair and operate the irrigation systems in a manner that prevents water from flooding or spraying onto STATE highway, spraying parked and moving automobiles, spraying pedestrians on public sidewalks/bike paths, or leaving surface water that becomes a hazard to vehicular or pedestrian/bicyclist travel.
 - 5.11. To control weeds at a level acceptable to the STATE. Any weed control performed by chemical weed sprays (herbicides) shall comply with all laws, rules, and regulations established by the California Department of Food and Agriculture. All chemical spray operations shall be reported quarterly (Form LA17) to the STATE to: District 3 Maintenance at 703 B Street, Marysville, CA 95901.
 - 5.12. To inspect LANDSCAPING and FENCE on a regular monthly or weekly basis to ensure the safe operation and condition of the LANDSCAPING and FENCE.
 - 5.13. To expeditiously MAINTAIN, replace, repair or remove from service any LANDSCAPING and FENCE system component that has become unsafe or unsightly.
 - 5.14. To expeditiously repair any STATE facility damage ensuing from CITY's LANDSCAPING and FENCE presence and activities, and to reimburse STATE for its costs to repair STATE facility damage ensuing from CITY's LANDSCAPING and FENCE presence and activities, should STATE be required to cure a CITY default.
 - 5.15. To allow random inspection of LANDSCAPING and FENCE by a STATE representative.
 - 5.16. To keep the entire landscaped area policed and free of litter and deleterious material.
 - 5.17. All work by or on behalf of CITY will be done at no cost to STATE.
 - 5.18. To remove LANDSCAPING, FENCE, and appurtenances and restore STATE standard fence and right of way to a safe and attractive condition acceptable to STATE in the event this Agreement is terminated as set forth herein.
 - 5.19. FENCE must be as effective as current STATE standard fence at preventing animals from entering STATE right of way.
 - 5.20. FENCE must be securely joined to STATE's existing standard fence to avoid a gap in the access control.
 - 5.21. At no time shall anything be attached, hung, or displayed on FENCE. Such prohibition includes, but is not limited to, advertising, holiday lighting, or decoration.
 - 5.22. FENCE may not be changed or altered from what has been approved by STATE.
6. STATE agrees to do the following:

6.1. May provide CITY with timely written notice of unsatisfactory conditions that require correction by the CITY. However, the non-receipt of notice does not excuse CITY from maintenance responsibilities assumed under this Agreement.

6.2. Issue encroachment permits to CITY and CITY contractors at no cost to them.

7. LEGAL RELATIONS AND RESPONSIBILITIES:

7.1. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third PARTY not PARTIES to this Agreement, or effect the legal liability of either PARTY to this Agreement by imposing any standard of care respecting the design, construction and maintenance of these STATE highway improvements or CITY facilities different from the standard of care imposed by law.

7.2. If during the term of this Agreement, CITY should cease to MAINTAIN the LANDSCAPING and FENCE to the satisfaction of STATE as provided by this Agreement, STATE may either undertake to perform that MAINTENANCE on behalf of CITY at CITY's expense or direct CITY to remove or itself remove LANDSCAPING and FENCE at CITY's sole expense and restore STATE's standard fence and STATE's right of way to its prior or a safe operable condition. CITY hereby agrees to pay said STATE expenses, within thirty (30) days of receipt of billing by STATE. However, prior to STATE performing any MAINTENANCE or removing LANDSCAPING and FENCE, STATE will provide written notice to CITY to cure the default and CITY will have thirty (30) days within which to effect that cure.

7.3. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction arising under this Agreement. It is understood and agreed that CITY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY under this Agreement.

8. PREVAILING WAGES:

8.1. Labor Code Compliance- If the work performed on this Project is done under contract and falls within the Labor Code section 1720(a)(1) definition of a "public work" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771. CITY must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. CITY agrees to include prevailing wage requirements in its contracts for public

work. Work performed by CITY'S own forces is exempt from the Labor Code's Prevailing Wage requirements.

8.2. Requirements in Subcontracts - CITY shall require its contractors to include prevailing wage requirements in all subcontracts funded by this Agreement when the work to be performed by the subcontractor is a "public work" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771. Subcontracts shall include all prevailing wage requirements set forth in CITY's contracts.

9. INSURANCE:

9.1. SELF-INSURED - CITY is self insured. CITY agrees to deliver evidence of self-insured coverage in a form satisfactory to STATE, along with a signed copy of the Agreement.

9.2. SELF-INSURED using Contractor - If the work performed on this Project is done under contract CITY shall require its contractors to maintain in force, during the term of this agreement, a policy of general liability insurance, including coverage of bodily injury liability and property damage liability, naming the STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE that shall be delivered to the STATE with a signed copy of this Agreement.

10. TERMINATION - This Agreement may be terminated by timely mutual written consent by PARTIES, and CITY's failure to comply with the provisions of this Agreement may be grounds for a Notice of Termination by STATE.

11. TERM OF AGREEMENT -This Agreement shall become effective on the date first shown on its face sheet and shall remain in full force and effect until amended or terminated at any time upon mutual consent of the PARTIES or until terminated by STATE for cause.

PARTIES are empowered by Streets and Highways Code Section 114 & 130 to enter into this Agreement and have delegated to the undersigned the authority to execute this Agreement on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this Agreement.

IN WITNESS WHEREOF, PARTIES hereto have set their hands and seals the day and year first above written.

THE CITY OF YUBA CITY

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By: _____
Mayor

MALCOLM DOUGHERTY
Director of Transportation

ATTEST:

By: _____
City Clerk

By: _____
John Rodrigues, District 3 Interim Director

By: _____
City Attorney

As to Form and Procedure:

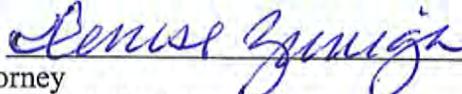
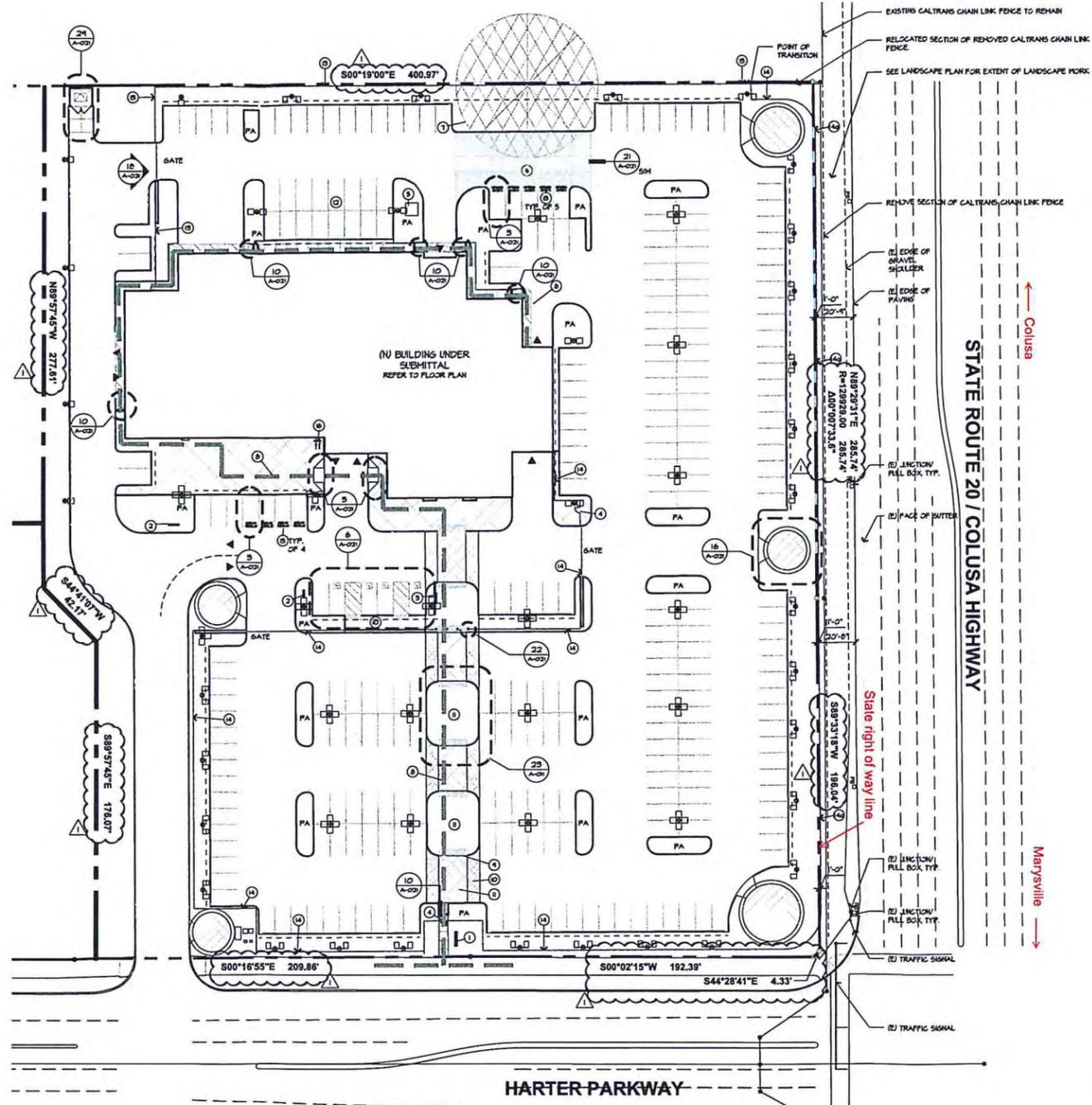
By: 
Attorney
Department of Transportation

EXHIBIT A

**Landscape Maintenance Agreement
with City of Yuba City
Encroachment Permit 0313-6FN0500
Page 1 of 5**

**17 OVERALL SITE PLAN
P. 37**



Parking provided for:	Stall Required:	Stalls Provided:	Fuel Efficient Stalls Required
New Parking Stalls	48.0		
Customer Parking		20.0	4.00000
Employee/In-Service Parking		60.0	5.00000
Display/Storage Parking	NR	199.0	
Total Parking Stalls:		279.00	
Total Fuel Efficient Stalls Required (CalGreen Table AS.106.5.1.1)			9.00000
Boydce (5% total customer and employee / in-service parking)	4.00000		

GENERAL NOTES

- GENERAL NOTES:**
- HORIZONTAL CONTROL FOR BUILDING LOCATIONS, SITE PARKING AND CONCRETE FLAT WORK LAYOUT SHALL BE PER CIVIL PLANS.
 - LOCATIONS OF ALL EXISTING UTILITIES, EASEMENTS AND STRUCTURES ON SITE SHALL BE FIELD VERIFIED PRIOR TO CONSTRUCTION.
 - IMPROVEMENTS DESCRIBED IN THIS PLAN ARE COORDINATED WITH CIVIL, ELECTRICAL AND LANDSCAPING CONSULTANTS. DISCREPANCIES SHALL BE REPORTED TO THE ARCHITECT AND CIVIL ENGINEER PRIOR TO CONSTRUCTION. NO WORK SHALL CONTINUE UNLESS APPROVED BY ARCHITECT OR CIVIL ENGINEER.
 - SET CENTER OF LIGHT POLE BASE AT 2'-0" FROM BACK SIDE OF CURB CENTERED ON PARKING LOT STALL STRIPING. IF LOCATED AT HALFWAY, SET CENTER OF LIGHT POLE BASE AT 2'-0" FROM BACK SIDE OF HALFWAY UNLESS SPECIFIED OTHERWISE IN THE FIELD BY GENERAL CONTRACTOR, ELECTRICAL ENGINEER OR CIVIL ENGINEER.
 - GENERAL CONTRACTOR AND ALL SUBCONTRACTORS SHALL VERIFY ALL DIMENSIONS AND CONDITIONS ON THE JOB SITE PRIOR TO BEGINNING OF CONSTRUCTION. COMMENCEMENT OF CONSTRUCTION INDICATES ACCEPTANCE OF EXISTING CONDITIONS.
 - CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS ON THE JOB AND SHALL NOTIFY THE ARCHITECT OF ANY DISCREPANCIES IMMEDIATELY AND BEFORE COMMENCING ANY WORK.
- PER LANE NOTE:**
- AS INDICATED ON THE PLAN CURBS SHALL BE PAINTED RED UPON WHICH IS MARKED IN WHITE WORDS "NO PARKING - FIRE LANE". LETTERS TO BE WHITE 3" IN HEIGHT, HAVE A 3/4" STROKE, AND BE REPEATED AT NOT LESS THAN 25'-0" INTERVALS.

SITE KEY NOTES

- MONUMENT SIGN BY SIGN VENDOR
- DIRECTIONAL SIGNAGE - GROUND MOUNTED CONFIGURATION BY SIGN VENDOR
- DIRECTIONAL SIGNAGE - POLE MOUNTED CONFIGURATION BY SIGN VENDOR
- EGRESS GATE IN PERIMETER FENCING
- TRANSFORMER - SEE ELECTRICAL DRAWINGS
- PERVIOUS PAVING MATERIAL AREA (CALSTONE 4x4 PAVERS, COLOR: CHARCOAL)
- EXISTING TREE TO REMAIN - PROTECT DURING CONSTRUCTION
- PATH OF TRAVEL
- TACTILE MARKING SURFACE - FLUSH W/ ACCENT PAVING MATERIAL (COLOR: LT. GREY)
- SLOPED ACCENT PAVING MATERIAL - STANDARD LT. CONCRETE COLOR
- ACCENT PAVING MATERIAL (16" FROM A.C.) - CONCRETE COLOR (DAVIS, DARK GREY/GRAPHITE ROOM) W/ STANDARD CONC. COLOR CURB @ PERIMETRY
- TANDEM PARKING STALLS FOR IN-SERVICE VEHICLES
- 8" HIGH ORNAMENTAL IRON PERIMETER FENCING - PER DET. (A-037)
- 5" HIGH ORNAMENTAL IRON PERIMETER FENCING - PER DET. (A-037)
- 5" HIGH ORNAMENTAL IRON PERIMETER FENCING, 1'-0" OFF PROPERTY LINE ALONG COLUSA HIGHWAY - PER DET. (A-037)
- "CLEAN AIR/VAN/POOLEY" STALL MARKING PER 2010 CALGREEN CODE S106.5.1
- 2-BRZ CAPACITY RACK PER DET. (A-037)

SITE LEGEND

- PROPERTY LINE
- ACCESSIBLE PATH OF TRAVEL
- FIRE LANE (22) (A-037)
- TRIANGLED DORIES
- ACCESSIBLE PARKING SIGNAGE
- ELECTRICAL TRANSFORMER
- PARKING LOT LIGHT POLE - COORDINATE LOCATIONS WITH ELECTRICAL PLANS
- LIGHT BOLLARD - COORDINATE LOCATIONS WITH ELECTRICAL PLANS
- STORM DRAIN - COORDINATE LOCATIONS WITH CIVIL IMPROVEMENT DRAWINGS
- FIRE HYDRANT - COORDINATE WITH CIVIL IMPROVEMENT DRAWINGS
- LANDSCAPE PLANTER AREA

Ownership of documents: This document and the ideas and designs incorporated herein, are the property of Borgas Architectural Group, Inc. and is not to be used in whole or in part for any other project without the written authorization of Borgas Architectural Group, Inc.

Architect: **BORGAS ARCHITECTURAL GROUP**
1478 STONE POINT DRIVE
SUITE 330
ROSELIE, CA 95661
TEL: 916.732.7200
F: 916.732.7037
BORGASARCH.COM

PROPOSED "NEW" BUILDING FOR:
YUBA CITY DODGE CHRYSLER
NEW DEALERSHIP
950 HARTER PARKWAY
Yuba City, CA 95993

ARCHITECTURAL SITE PLAN
No. _____ Date _____
Remarks: _____
No. _____ Date _____
Remarks: _____
No. _____ Date _____
Remarks: _____

EXHIBIT A
Landscape Maintenance Agreement
with City of Yuba City
Encroachment Permit 0313-6FN0500
Page 2 of 5

LEGEND

—○— IRON FENCE TO BE MAINTAINED BY CITY AT CITY EXPENSE

--- STATE RIGHT OF WAY LINE

▭ LANDSCAPE TO BE MAINTAINED BY CITY AT CITY EXPENSE

PLANTING NOTES

1. ALL WORK SHALL BE IN FULL ACCORD WITH CALTRANS STANDARD DETAILS AND SPECIFICATIONS.
2. SEE "YUBA CITY DODGE CHRYSLER AUTOMOTIVE DEALERSHIP" DRAWINGS FOR ALL WORK OUTSIDE THE STATE HIGHWAY 20 RIGHT-OF-WAY.
3. ALL ON-SITE SPECIFICATIONS THAT ARE NOT IN CONFLICT WITH CALTRANS DOCUMENTS APPLY TO THIS WORK.

PLANT LIST & LEGEND

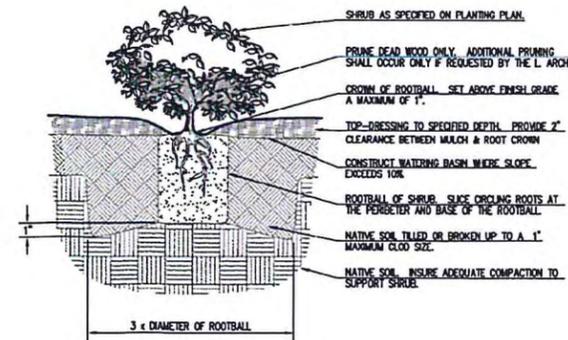
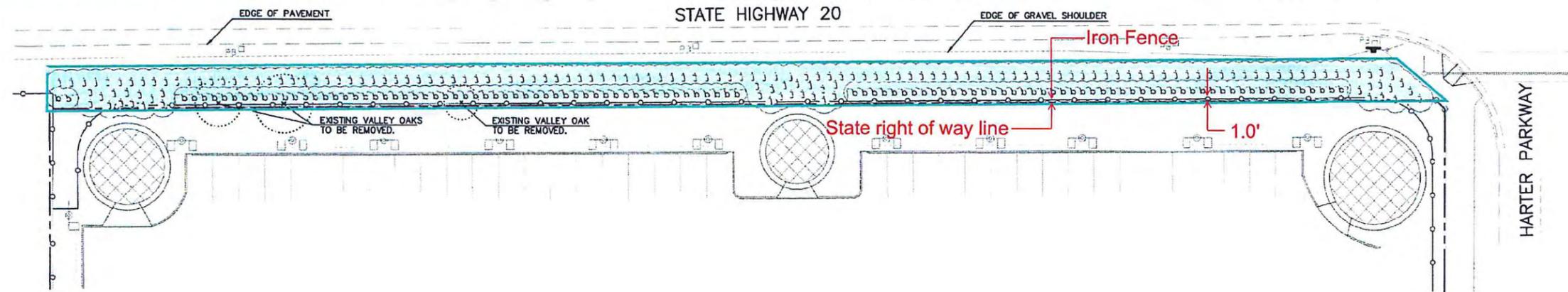
SYMBOL	BOTANIC NAME/COMMON NAME	SIZE	QUANTITY
BAP	b BACCHARIS P. "TWIN PEAKS"/DWF. COYOTE BRUSH	1 GALLON	108
JNB	3 JUNIPERUS SABINA "BROADMOOR"/PROSTRATE JUNIPER	1 GALLON	154

The State of California or its officers or agents shall not be responsible for the accuracy or completeness of electronic copies of this plan sheet.

To get to the Caltrans web site, go to: <http://www.dot.ca.gov>



Garth Ruffner Landscape Architect (916) 797-2576
 #120 Douglas Blvd., Suite 304, #301, Roseville, CA 95748-5625
 GarthRuffner.com California C.L.A. #12008



STATE ROUTE 20/HARTER PARKWAY
 ENCROACHMENT PERMIT

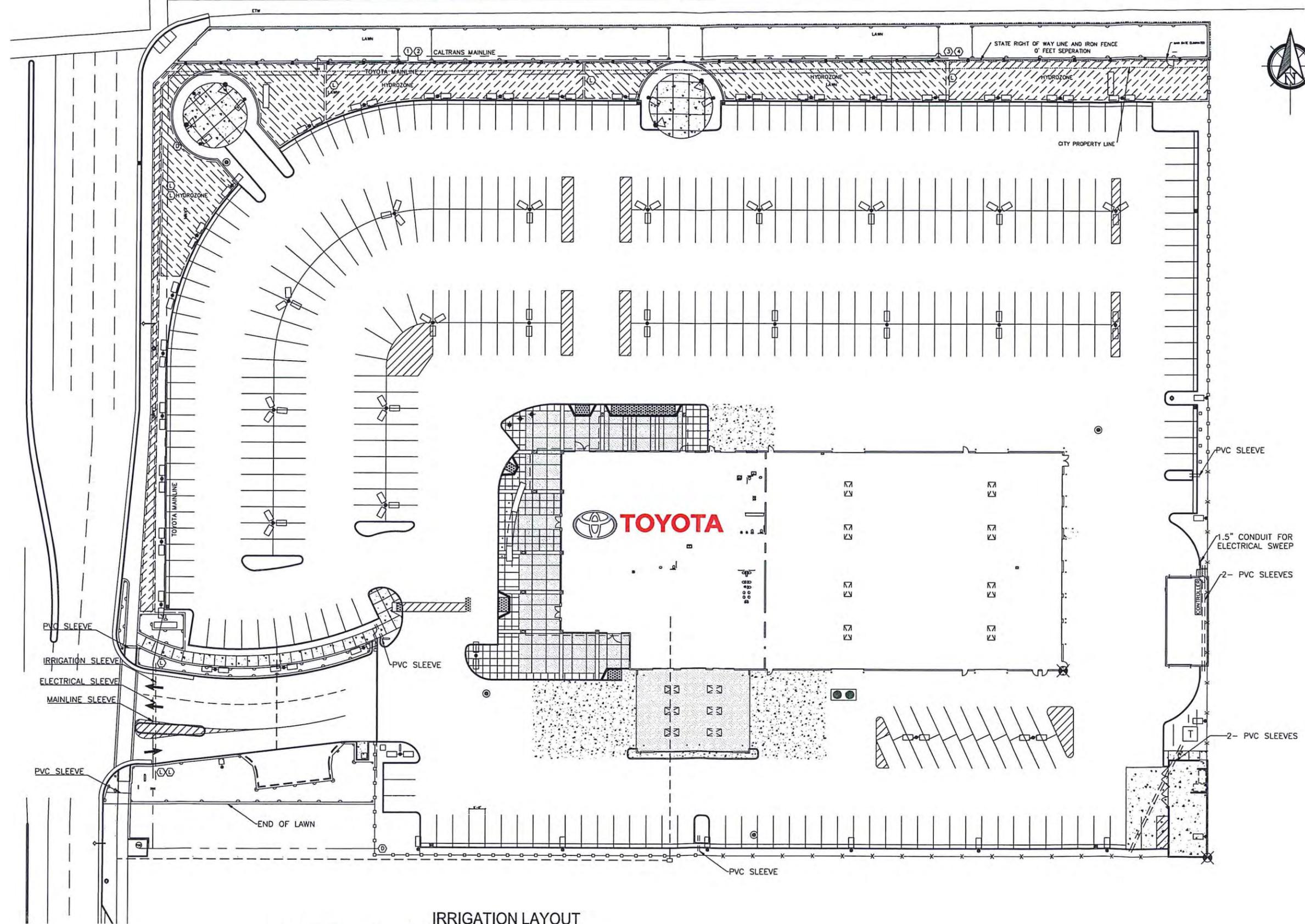
PLANTING PLAN

1"=20'-0"

SHRUB PLANTING
 DETAIL A

PLANTING PLAN

REVISION
 04/22/2013
 REVISION
 11/22/2013
 REVISION
 02/22/2013



DRAWN FOR:
HILBERS CONSTRUCTION
 1210 STABLER LANE
 YUBA CITY, CA 95901 530.673.2947

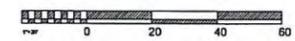
IRRIGATION LAYOUT
YUBA CITY TOYOTA DEALERSHIP
 HARTER PARKWAY/HWY 20

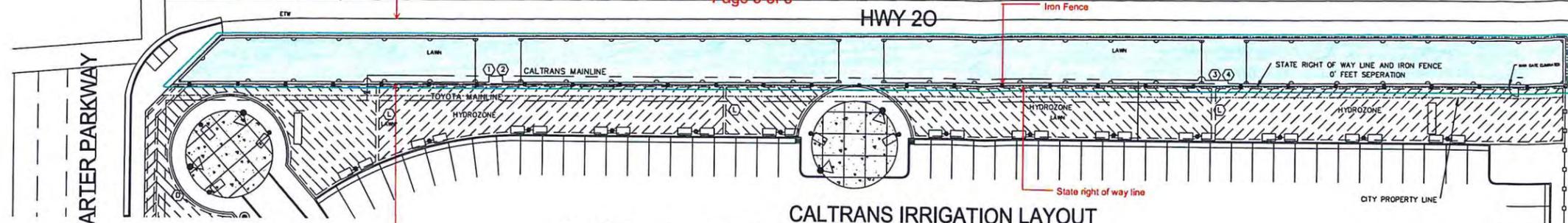
DRAWN BY: BARROW'S LANDSCAPING
 DESIGN BY: K. BARROW
 CONTRACTOR'S LIC. # 428593 C-27
 PHONE: (530) 744-9600
 FAX: (530) 711-9500



SCALE 1"=20'
 JULY 2013

IRRIGATION LAYOUT
 SCALE 1"=20'



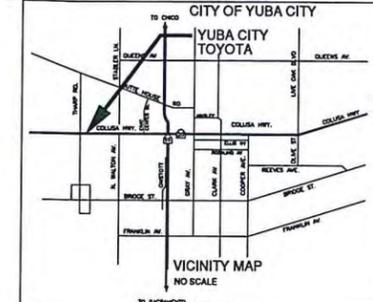


CALTRANS IRRIGATION LAYOUT

SCALE 1"=20'

CALTRANS FRONTAGE LEGEND AND NOTES

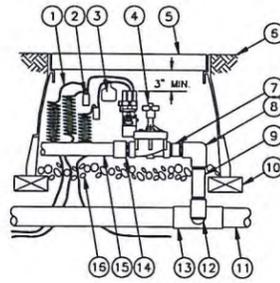
- IRON FENCE TO BE MAINTAINED BY CITY AT CITY'S EXPENSE
TO BE MAINTAINED BY CITY AT CITY EXPENSE
- STATE RIGHT OF WAY LINE
- LANDSCAPE AREA TO BE MAINTAINED BY CITY AT CITY'S EXPENSE
TO BE MAINTAINED BY CITY AT CITY EXPENSE



IRRIGATION NOTES

1. THIS DESIGN IS DIAGRAMATIC. ALL PIPING, VALVES AND EQUIPMENT SHOWN IS FOR DESIGN CLARIFICATION ONLY AND SHALL BE INSTALLED IN THE PLANTING AREAS SO AS TO CONFORM WITH THE VARIOUS DETAILS.
2. VERIFY EXISTING WATER PRESSURE AND FIELD DIMENSIONS. DISCREPANCIES SHALL BE REPORTED TO THE OWNER OR OWNER'S REPRESENTATIVE PRIOR TO COMMENCEMENT OF WORK. IF NOTIFICATION IS NOT MADE, THE LANDSCAPE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY AND COST FOR NECESSARY REVISIONS.
3. USE COMMON TRENCHES WHERE POSSIBLE. INSTALL PRESSURIZED LINES TO A DEPTH OF 18 INCH COVER. INSTALL LATERAL LINES WITH A MINIMUM DEPTH OF 12 INCHES.
4. 120 V POWER FOR CONTROLLER SHALL BE INSTALLED BY OTHERS
5. ALL PIPE AND WIRE UNDER PAVED AREAS SHALL BE RUN THROUGH SCH 40 PVC SLEEVES. SIZE OF SLEEVE TO BE TWICE THE DIAMETER SIZE OF PIPE. CONTRACTOR RESPONSIBLE FOR INSTALLING SLEEVES WITH APPROPRIATE QUANTITY AND LOCATIONS. CONTROL WIRE SHALL OCCUPY THE SAME TRENCH WITH NATIVE TOPSOIL. COMMON WIRE SHALL BE WHITE LEAD IN TRENCH TO BE ACHIEVED WITH SCOTCH-LOK 3M DBV/DBR CONNECTOR PACKS, OR EQUAL. SPLICES SHALL BE MADE WITH SCOTCH-LOK 3M DBV/DBR CONNECTOR PACKS, OR EQUAL. INSTALL SPLICES IN IRRIGATION VALVE BOX WITH LID. CONTROL WIRES SHALL BE A MINIMUM #14 U.F. 600 VOLT COPPER.
7. FLUSH ENTIRE SYSTEM BEFORE INSTALLING SPRINKLER HEADS.
8. SPACING OF HEADS SHALL NOT EXCEED THAT SHOWN ON DRAWING. PERFORM COVERAGE TEST PRIOR TO PLANTING. ADJUST ALL HEADS SO AS TO PREVENT OVERSPRAY ONTO WALKS AND BUILDINGS YET ENSURE FULL COVERAGE.
9. ALL MATERIAL IS SPECIFIC TO THIS DESIGN. THE IRRIGATION SYSTEMS HAVE BEEN DESIGNED ACCORDING TO THE OPERATIONAL CHARACTERISTICS OF THE SPECIFIED EQUIPMENT. IF ANY CHANGES OR SUBSTITUTIONS ARE MADE WITHOUT APPROVED WRITTEN CALCULATIONS, THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY AND COSTS FOR THE RESULTS OF THOSE CHANGES.
10. THE CONTRACTOR SHALL WARRANT THE SYSTEM TO BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP FOR A PERIOD OF ONE YEAR. ALL REPAIRS NECESSARY DURING THAT PERIOD SHALL BE MADE AT NO COST TO THE OWNER.
11. PROVIDED BY OTHERS COORDINATED WITH GENERAL CONTRACTOR, A SWEEP FOR IRRIGATION WIRES TO BE RUN FROM THE IRRIGATION CONTROLLER LOCATION TO THE OUTSIDE OF THE FOUNDATION.
12. INSTALL LARGE HEAVY DUTY SPRINKLER BLOCKS ALONG HWY 20 ROAD FOR PROTECTION OF IRRIGATION HEADS.
13. THE FOUR HWY 20 VALVES TO BE WIRED INTO TOYOTA IRRIGATION CONTROLLER.

- 1 30-INCH LINEAR LENGTH OF WIRE, COILED
- 2 WATERPROOF CONNECTION RAIN BIRD SPLICE-1 (1 OF 2)
- 3 ID TAG: RAIN BIRD VID SERIES
- 4 REMOTE CONTROL VALVE: RAIN BIRD PEB WITH NP-HAN
- 5 VALVE BOX WITH COVER: RAIN BIRD VB-STD WITH BOLT KIT
- 6 FINISH GRADE/TOP OF MULCH
- 7 PVC SCH 80 NIPPLE (CLOSE) FOLLOWED BY BALL VALVE
- 8 PVC SCH 40 ELL
- 9 PVC SCH 80 NIPPLE (LENGTH AS REQUIRED)
- 10 BRICK (1 OF 4)
- 11 PVC MAINLINE PIPE
- 12 SCH 80 NIPPLE (2-INCH LENGTH, HIDDEN) AND SCH 40 ELL
- 13 PVC SCH 40 TEE OR ELL
- 14 PVC SCH 40 MALE ADAPTER
- 15 PVC LATERAL PIPE
- 16 3.0-INCH MINIMUM DEPTH OF 3/4-INCH WASHED GRAVEL



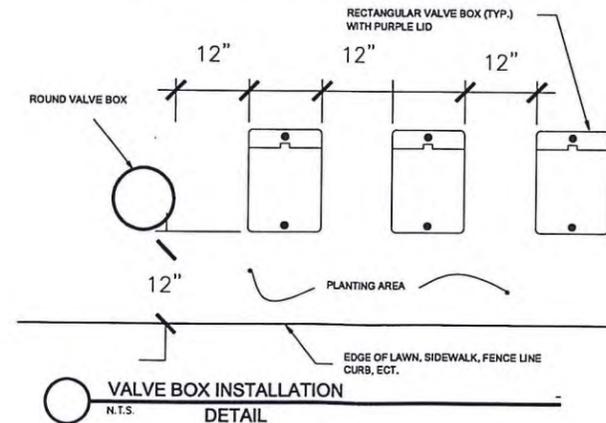
RAINBIRD PEB VALVE
N.T.S.

IRRIGATION LEGEND

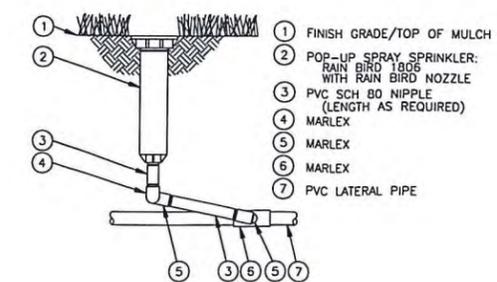
- AUTOMATIC CONTROLLER - ESPME OUTDOOR CLOCK**
CONNECT ALL VALVES TO RAINBIRD ESP-LINE CONTROLLER COORDINATE WITH GENERAL CONTRACTOR FOR EXACT LOCATION. 110V PROVIDED BY OTHERS. PROVIDE WIRE FROM VALVES TO IRRIGATION CONTROLLER.
- POINT OF CONNECTION**
POC: PROVIDED BY OTHER
- REDUCED PRESSURE BACKFLOW PREVENTION DEVICE**
PROVIDED BY OTHERS
- GATE VALVE**
TYPE: NIBCO WITH A NON-RISING STEM AND HANDWHEEL. GATE VALVE INSTALLED IN A VALVE BOX WITH TOP OF BOX SET FLUSH TO FINISH GRADE. GATE VALVE TO BE LINE SIZE.
- PRESSURE MAIN LINE**
TYPE: ASTM D1185, PVC SCH 40
TRENCH DEPTH: 24 INCHES
UNDER PAVEMENT: 24 INCHES
PLANTED AREAS: 18 INCHES
PVC SCHEDULE 40 SLEEVES ARE REQUIRED FOR ALL PIPING UNDER PAVEMENT
- LATERAL LINE**
TYPE: PVC CLASS 200, SOLVENT WELD ALL MINIMUM SIZED PIPE SHALL BE 3/4" SIZE. TRENCH DEPTH: IN ALL AREAS: 12" MINIMUM COVER UNDER PAVED AREAS: 24 INCHES MINIMUM COVER PVC SCHEDULE 40 SLEEVES ARE REQUIRED FOR ALL PIPING UNDER PAVEMENT
- AUTOMATIC CONTROL VALVE:**
RAINBIRD VALVES. INSTALL ONE VALVE PER VALVE BOX WITH PVC BALL VALVE ON PRESSURE SIDE OF MAINLINE. VALVE NUMBERING
- SHRUB AND LAWN POP-UP SPRAY HEADS:**
RAINBIRD: 1806
NOZZLE SPRINKLERS PER SPACING AND AREA
- SLEEVING**
TYPE: SCH 40 SIZED TWICE THE DIAMETER OF PIPE SIZE. PROVIDE SEPERATE CONDUIT FOR IRRIGATION CONTROL WIRES UNDER PAVING. CONTRACTOR TO PROVIDE ALL NECESSARY SLEEVING FOR PROJECT. SLEEVE QUANTITIES, LOCATION, AND SIZING ARE APPROXIMATE.
- PLANTERS: SURFACE DRIP**
XL2-100-PRBR
3/2" ON-SURFACE DRIFLINE
STAPLE EVERY 5 FEET TO SECURE DRIP TUBE
- LAWN: SUB SURFACE DRIP**
XL2-100-PRBR
3/2" SUBSURFACE DRIFLINE
INSTALL APPROPRIATE AIR RELIEF VALVES AND FLUSH VALVES.
- CONTROL WIRE**
18 GAUGE U.F. 600 VOLT 17 DIRECT BURIAL MULTI-STRAND

NOTES:

1. CENTER BOXES OVER VALVES. INSTALL 1 VALVE PER VALVEBOX
2. SET BOXES IN GROUND/SHRUBS AREAS WHERE POSSIBLE.
3. SET BOXES PARALLEL TO EACH OTHER AND PERPENDICULAR TO EDGES.
4. AVOID HEAVILY COMPACTING SOIL AROUND BOXES TO PREVENT DAMAGING VALVE BOXES
5. IF VALVE IS LOWER THAN BOTTOM OF VALVE BOX, ADD EXTENSION SLEEVE TO BOX.



VALVE BOX INSTALLATION
N.T.S.



POP-UP SPRAY SPRINKLER
N.T.S.
1806 WITH SWING JOINT

REVISION	04DEC2013
REVISION	17DEC2013
REVISION	20DEC2013

DRAWN FOR:
HILBERS CONSTRUCTION
 1210 STABLER LANE
 YUBA CITY, CA 95901 530.673.2947

CALTANS IRRIGATION LAYOUT
YUBA CITY TOYOTA DEALERSHIP
 HARTER PARKWAY/HWY 20

DRAWN BY: BARROWS LANDSCAPING
 DESIGN BY: K. BARROW
 CONTRACTOR'S U.C. # 426563 C-27
 PHONE: (530)874-9500
 FAX: (530)871-9500



SCALE 1"=20'
 JULY 2013

CITY OF YUBA CITY
STAFF REPORT

Date: September 16, 2014
To: Honorable Mayor & Members of the City Council
From: Public Works Department
Presentation by: Diana Langley, Public Works Director

Summary

Subject: Landscape Maintenance Agreement with Sullivan Family Limited Partnership for State Route 20 west of Harter Parkway

Recommendation: Authorize the execution of an agreement for maintenance of landscaped areas within the State of California highway right of way on the south side of State Route 20 west of Harter Parkway in association with the John L. Sullivan car dealership.

Fiscal Impact: None.

Purpose:

To provide for maintenance of landscaping, irrigation systems, and decorative fencing installed in the State right of way on the south side of State Route 20 west of Harter Parkway in association with the John L. Sullivan dealership (see Exhibit A to Landscape Maintenance Agreement).

Background:

As part of the development of the new John L. Sullivan car dealership, located on the south side of State Route 20 west of Harter Parkway, the developer installed landscaping, irrigation systems, and decorative fencing within the State right of way. The State of California, through the Department of Transportation, required the execution of a Landscape Maintenance Agreement (State Agreement) directly with the City to ensure that the landscaping, irrigation systems, and decorative fencing will be maintained in proper order. The City in turn needs to execute a Landscape Maintenance Agreement with Sullivan Family Limited Partnership (Sullivan), the property owner, to take on the City's designated responsibilities in the State Agreement.

Analysis:

The attached Agreement ensures that the landscaping and decorative fencing will be maintained in a neat and attractive appearance, and the irrigation systems will remain functional at the expense of Sullivan. If Sullivan fails to meet the terms of the Agreement, the City may take over the maintenance functions or require that the right of way be restored to its prior condition at Sullivan's expense. Any costs incurred by the City will be reimbursable at an amount equal to actual costs plus 30% to defray any oversight costs.

Fiscal Impact:

There is no fiscal impact to the City.

Alternatives:

There is no viable alternative.

Recommendation:

Authorize the execution of an agreement for maintenance of landscaped areas within the State of California highway right of way on the south side of State Route 20 west of Harter Parkway in association with the John L. Sullivan car dealership.

Prepared by:

Submitted by:

/s/ Diana Langley

Diana Langley
Public Works Director

/s/ Steven C. Kroeger

Steven C. Kroeger
City Manager

Reviewed by:

Finance

RB

City Attorney

TH

AGREEMENT FOR LANDSCAPE MAINTENANCE
ON STATE ROUTE 20 – SULLIVAN FAMILY LIMITED
PARTNERSHIP

THIS AGREEMENT is made and entered into this 2nd day of September, 2014, by and between Sullivan Family Limited Partnership hereinafter designated “Owner,” and the CITY OF YUBA CITY, a Municipal Corporation, located in the County of Sutter, State of California, hereinafter designated “City.”

WITNESSETH

WHEREAS, Owner proposes to landscape certain lands located in the right of way of the State of California, hereinafter designated “State”, on State Route 20; and

WHEREAS, the certain lands located in the right of way of the State of California are located north of Owner’s property identified by APN 63-010-101, with the legal description attached as Exhibit A.

WHEREAS, the City has entered into an Agreement authorized by the City Council on _____, titled “LANDSCAPE MAINTENANCE AGREEMENT WITHIN STATE HIGHWAY RIGHT OF WAY ON ROUTE 20 WITHIN THE CITY OF YUBA CITY”, attached as Exhibit B, hereinafter designated “State Agreement” with the State, through the Department of Transportation, in which the City agreed to do the following:

- a) City may install, or contract, authorizing a licensed contractor with appropriate class of license in the State of California, to install and thereafter will maintain (Section 27 of the Streets and Highways Code) landscaping and fence conforming to those plans and specifications (PS&E) pre-approved by State.
- b) City will submit the final form of the PS&E, prepared, stamped and signed by a licensed landscape architect, for landscaping and fence to State’s District Permit Engineer for review and approval and will obtain and have in place a valid encroachment permit prior to the start of any work within State’s right of way. All proposed landscaping and fence must meet State’s applicable standards.

- c) City will submit a one-time Encroachment Permit application for routine City maintenance functions as required by this Agreement. Individual Encroachment Permit will be obtained for any substantive repair activities or any maintenance activities requiring access from State highway side of the fence prior to the start of any work within State's right of way.
- d) City shall ensure that landscaped areas and fence designated on Exhibit A are provided with adequate scheduled routine maintenance necessary to maintain a neat and attractive appearance.
- e) An Encroachment Permit rider may be required for any changes to the scope of work allowed by this Agreement prior to the start of any work within State's right of way.
- f) City contractors will be required to obtain an Encroachment Permit prior to the start of any work within State's right of way.
- g) To furnish electricity for irrigation system controls, water, and fertilizer necessary to sustain healthy plant growth during the entire life of this Agreement.
- h) To replace unhealthy or dead plantings when observed or within 30 days when notified in writing by State that plant replacement is required.
- i) To prune shrubs, tree plantings, and trees to control extraneous growth and ensure State standard lines of sight to signs and corner sight distances are always maintained for the safety of the public.
- j) To maintain, repair and operate the irrigation systems in a manner that prevents water from flooding or spraying onto State highway, spraying parked and moving automobiles, spraying pedestrians on public sidewalks/bike paths, or leaving surface water that becomes a hazard to vehicular or pedestrian/bicyclist travel.
- k) To control weeds at a level acceptable to the State. Any weed control performed by chemical weed sprays (herbicides) shall comply with all laws, rules, and regulations established by the California Department of

Food and Agriculture. All chemical spray operations shall be reported quarterly (Form LA17) to the State to: District 3 Maintenance at 703 B Street, Marysville, CA 95901.

- l) To inspect landscaping and fence on a regular monthly or weekly basis to ensure the safe operation and condition of the landscaping and fence.
- m) To expeditiously maintain, replace, repair or remove from service any landscaping and fence system component that has become unsafe or unsightly.
- n) To expeditiously repair any State facility damage ensuing from City's landscaping and fence presence and activities, and to reimburse State for its costs to repair State facility damage ensuing from City's landscaping and fence presence and activities, should State be required to cure a City default.
- o) To allow random inspection of landscaping and fence by a State representative.
- p) To keep the entire landscaped area policed and free of litter and deleterious material.
- q) All work on or behalf of City will be done at no cost to State.
- r) To remove landscaping, fence, and appurtenances and restore State standard chain link fence and right of way to a safe and attractive condition acceptable to State in the event this Agreement is terminated as set forth herein.
- s) Fence must be as effective as current State standard chain link fence at preventing animals from entering State right of way and must be a minimum of 3 (three) feet high.
- t) Fence must be securely joined to State's existing standard fence to avoid a gap in the access control.
- u) Responsibility for debris removal, cleaning, and painting to keep fence free of debris, dirt, and graffiti shall not lie with the State.

- v) At no time shall anything be attached, hung, or displayed on fence. Such prohibition includes, but is not limited to, advertising, holiday lighting, or decoration.
- w) Fence may not be changed or altered from what has been approved by State.

NOW, THEREFORE, City and Owner mutually agree as follows:

1. Owner shall be responsible for City's obligation as outlined in the State Agreement, at Owner's expense.
2. If Owner fails to perform the landscaping maintenance obligations pursuant to the State Agreement, the City shall have the right, but not the obligation, to do so; provided the City first provides thirty (30) days prior written notice to the Owner of its intention to do so and the Owner has not commenced to cure such failure to perform the maintenance obligations during that time, and thereafter, in the City's reasonable judgment, the Owner has failed to pursue completion of such cure within a reasonable time. The City shall be entitled to reimbursement by the Owner in an amount equal to the actual costs incurred by the City in performing the Owner's maintenance obligations, plus 30% to defray the City's estimated oversight costs.
3. This Agreement is made upon the express condition that the City is to be free from all liability and claim for damages by reason of any injury to any person, including Owner, agents, servants, or employees, or to any property of any kind by whomsoever belonging, including the Owner, from any cause or causes whatsoever while in, upon or in any way connected with the work to be done in said Agreement, and Owner hereby covenants and agrees to indemnify and save the City, and its officials and employees, harmless from loss or liability, cost or obligation on account of or arising out of such injuries or damages or losses however occurring. The duty of indemnity of the City and its officials and employees by Owner as in this paragraph provided, and as hereinafter stated, shall specifically include a duty to indemnify the City, its officials and employees when the same are concurrently actively negligent with Owner. Owner's obligation to indemnify as hereinabove provided shall not extend to nor embrace indemnification of the City either from its sole negligence or from its willful misconduct,

and in the event any loss and/or liability arises either from the sole negligence of City, its officers, agents and/or employees or from the willful misconduct of City, its officers, agents and/or employees, there shall be no obligation to indemnify under those circumstances.

4. Owner agrees to indemnify and save harmless City, State, its officers, agents and employees from any claims, losses or obligations on account or arising out of the operations of Owner in performing the landscape maintenance work called for by this Agreement which are claimed to cause a nuisance or injury or damage to persons or property owners on nearby land regardless of how such loss or claim might arise and Owner specifically agrees to indemnify and save harmless City, State, its officers, agents and/or employees and officials from all costs and obligations in connection therewith including attorneys' fees on account of or arising out of any such injury or losses however occurring.

5. In connection with the foregoing, Owner agrees with City to take out comprehensive public liability and property damage insurance in the following amounts: comprehensive liability - \$1,000,000 per occurrence; \$2,000,000 in aggregate. Owner shall cause City, State, its officers, agents, and employees to appear as an additional insured under said comprehensive liability policy and shall provide thereunder that City shall be advised of any cancellation of said insurance at least ten (10) days prior to such purported cancellation.

6. Owner's contractual commitment to execute all appropriate documentation in connection with the landscape maintenance and to process the same in accordance with the law applicable thereto at said time shall bind Owner, its successors, grantees and/or assigns, and for this purpose shall constitute a material consideration for this Agreement and shall constitute a covenant running with the lands of Owner and shall be a burden and servitude upon said lands binding upon Owner and/or its grantees, transferees, lessees, successors and/or assigns, and/or any persons acquiring any interest whatsoever in said lands. The parties agree that this Agreement shall be recorded and constitute a notice to the world and to all persons to whom Owner may sell, lease, or otherwise assign this Agreement or to whom Owner may transfer or convey any interest in the lands the subject hereof that said lands are burdened and impressed with a servitude and a

contractual commitment to annex the same to the City at such time as City, in its sole judgment, deems that the annexation thereof is in fact in the best interest of City.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

CITY OF YUBA CITY, A MUNICIPAL CORPORATION

BY _____
MAYOR

BY _____
CITY CLERK

SULLIVAN FAMILY LIMITED PARTNERSHIP

BY  _____

Agreement for
LANDSCAPE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Placer

On 8/20/14 before me, Catherine Buckley
Date Here Insert Name and Title of the Officer

personally appeared Steven Buckels
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Signature Catherine Buckley
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

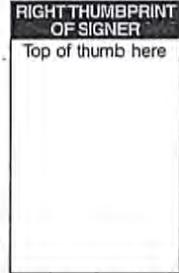
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

EXHIBIT A
LEGAL DESCRIPTION

The lot described here-in below is situated in the City of Yuba City, County of Sutter, State of California and is a portion of the Northeast one-quarter of Section 20, Township 15 North, Range 3 East, M.D.M. and is described as follows:

All of Lot 9 and a portion of Lots 10 and 11, as said Lots are shown on the official plat of "River Valley Commercial Center", filed for record in the office of the Recorder of Sutter County in Book 19 of Surveys, Page 100, and described as follows:

Beginning at a point located on the west line of said Lot 10 which bears South 00°19'00" East 63.48 feet from the northwest corner thereof; thence from said Point of Beginning North 89°57'45" West 241.67 feet to the west line of said Lot 11; thence along said west line North 00°19'00" West 63.48 feet to the southwest corner of said Lot 9; thence along the west line of said Lot 9 North 00°19'00" West 400.97 feet to the northwest corner thereof, being also the southerly right of way line of Colusa Highway (State Highway 20); thence along the north line of said Lot 9 and said right of way line the following three (3) courses: (1) curving to the right on an arc of a 129,925.00 foot radius curve, said arc having an interior angle of 00°07'33.63", an arc of length of 285.74 feet and being subtended by a chord bearing North 89°29'31" East 285.74 feet, (2) North 89°33'18" East 196.04 feet, and (3) South 44°28'41" East 4.33 feet to the east line of said Lot 9, being also the westerly right of way line of Harter Parkway, a public street shown on said Plat; thence along the easterly line of said Lot 9 and said westerly right of way line the following two (2) courses: (1) South 00°02'15" West 192.39 feet and (2) South 00°16'55" East 209.86 feet to the southeast corner of said Lot 9; thence along the south line of said Lot 9 North 89°57'45" West 196.81 feet; thence leaving said south line South 45°00'00" West 63.30 feet to the west line of said Lot 10; thence along the west line of said Lot 10 South 00°19'00" East 18.69 feet to the Point of Beginning; containing 4.855 Acres, more or less.

End of Description

EXHIBIT B
STATE AGREEMENT

**LANDSCAPE MAINTENANCE AGREEMENT
WITHIN STATE HIGHWAY RIGHT OF WAY
ON ROUTE 20 WITHIN THE CITY OF YUBA CITY**

THIS AGREEMENT is made effective this _____ day of _____, 20____, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as "STATE" and the City of Yuba City; hereinafter referred to as "CITY" and collectively referred to as "PARTIES".

SECTION I

RECITALS

1. PARTIES desire to work together to allocate their respective obligations relative to newly constructed or revised improvements within STATE's right of way by Encroachment Permit Numbers 0313-6FN0500 and 0313-6LC0723.
2. PARTIES have agreed to replace STATE right of way chain link fence with CITY's non-standard fence as shown on Exhibit A.
3. This Agreement addresses CITY responsibility for the landscape, irrigation systems, (collectively the "LANDSCAPING") and the non-standard fence (hereafter the "FENCE") placed within State Highway right of way on State Route 20, as shown on Exhibit A, attached to and made a part of this Agreement.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

SECTION II

AGREEMENT

4. In consideration of the mutual covenants and promises herein contained, CITY and STATE agree as follows:
 - 4.1. PARTIES have agreed to an allocation of maintenance responsibilities that includes, but is not limited to, inspection, providing emergency repair, replacement, and maintenance, (collectively hereinafter "MAINTAIN/MAINTENANCE") of LANDSCAPING and FENCE as shown on said Exhibit A.
 - 4.2. When a planned future improvement is constructed and/or a minor revision has been effected with STATE's consent or initiation within the limits of the STATE's right of way herein described which affects PARTIES' Division of Maintenance's responsibility as described herein, PARTIES will agree upon and execute a new dated and revised Exhibit A which will be made a part hereof and will thereafter supersede the attached original Exhibit A to thereafter become a part of this

Agreement. The new exhibit can be executed only upon written consent of the PARTIES hereto acting by and through their authorized representatives. No formal amendment to this Agreement will be required. Any changes to the terms and conditions of this Agreement shall be made by formal amendment.

5. CITY agrees, at CITY expense, to do the following:
 - 5.1. CITY may install, or contract, authorizing a licensed contractor with appropriate class of license in the State of California, to install and thereafter will MAINTAIN (Section 27 of the Streets and Highways Code) LANDSCAPING and FENCE conforming to those plans and specifications (PS&E) pre-approved by STATE.
 - 5.2. CITY will submit the final form of the PS&E, prepared, stamped and signed by a licensed landscape architect, for LANDSCAPING and FENCE to STATE's District Permit Engineer for review and approval and will obtain and have in place a valid encroachment permit prior to the start of any work within STATE's right of way. All proposed LANDSCAPING and FENCE must meet STATE's applicable standards.
 - 5.3. CITY will submit a one-time Encroachment Permit application for routine CITY MAINTENANCE functions as required by this Agreement. Individual Encroachment Permit will be obtained for any substantive repair activities or any MAINTENANCE activities requiring access from STATE highway side of the FENCE prior to the start of any work within STATE's right of way.
 - 5.4. CITY shall ensure that LANDSCAPED areas and FENCE designated on Exhibit A are provided with adequate scheduled routine MAINTENANCE necessary to MAINTAIN a neat and attractive appearance.
 - 5.5. An Encroachment Permit rider may be required for any changes to the scope of work allowed by this Agreement prior to the start of any work within STATE's right of way.
 - 5.6. CITY contractors will be required to obtain an Encroachment Permit prior to the start of any work within STATE's right of way.
 - 5.7. To furnish electricity for irrigation system controls, water, and fertilizer necessary to sustain healthy plant growth during the entire life of this Agreement.
 - 5.8. To replace unhealthy or dead plantings when observed or within 30 days when notified in writing by STATE that plant replacement is required.
 - 5.9. To prune shrubs, tree plantings, and trees to control extraneous growth and ensure STATE standard lines of sight to signs and corner sight distances are always maintained for the safety of the public.

- 5.10. To MAINTAIN, repair and operate the irrigation systems in a manner that prevents water from flooding or spraying onto STATE highway, spraying parked and moving automobiles, spraying pedestrians on public sidewalks/bike paths, or leaving surface water that becomes a hazard to vehicular or pedestrian/bicyclist travel.
 - 5.11. To control weeds at a level acceptable to the STATE. Any weed control performed by chemical weed sprays (herbicides) shall comply with all laws, rules, and regulations established by the California Department of Food and Agriculture. All chemical spray operations shall be reported quarterly (Form LA17) to the STATE to: District 3 Maintenance at 703 B Street, Marysville, CA 95901.
 - 5.12. To inspect LANDSCAPING and FENCE on a regular monthly or weekly basis to ensure the safe operation and condition of the LANDSCAPING and FENCE.
 - 5.13. To expeditiously MAINTAIN, replace, repair or remove from service any LANDSCAPING and FENCE system component that has become unsafe or unsightly.
 - 5.14. To expeditiously repair any STATE facility damage ensuing from CITY's LANDSCAPING and FENCE presence and activities, and to reimburse STATE for its costs to repair STATE facility damage ensuing from CITY's LANDSCAPING and FENCE presence and activities, should STATE be required to cure a CITY default.
 - 5.15. To allow random inspection of LANDSCAPING and FENCE by a STATE representative.
 - 5.16. To keep the entire landscaped area policed and free of litter and deleterious material.
 - 5.17. All work by or on behalf of CITY will be done at no cost to STATE.
 - 5.18. To remove LANDSCAPING, FENCE, and appurtenances and restore STATE standard fence and right of way to a safe and attractive condition acceptable to STATE in the event this Agreement is terminated as set forth herein.
 - 5.19. FENCE must be as effective as current STATE standard fence at preventing animals from entering STATE right of way.
 - 5.20. FENCE must be securely joined to STATE's existing standard fence to avoid a gap in the access control.
 - 5.21. At no time shall anything be attached, hung, or displayed on FENCE. Such prohibition includes, but is not limited to, advertising, holiday lighting, or decoration.
 - 5.22. FENCE may not be changed or altered from what has been approved by STATE.
6. STATE agrees to do the following:

6.1. May provide CITY with timely written notice of unsatisfactory conditions that require correction by the CITY. However, the non-receipt of notice does not excuse CITY from maintenance responsibilities assumed under this Agreement.

6.2. Issue encroachment permits to CITY and CITY contractors at no cost to them.

7. LEGAL RELATIONS AND RESPONSIBILITIES:

7.1. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third PARTY not PARTIES to this Agreement, or effect the legal liability of either PARTY to this Agreement by imposing any standard of care respecting the design, construction and maintenance of these STATE highway improvements or CITY facilities different from the standard of care imposed by law.

7.2. If during the term of this Agreement, CITY should cease to MAINTAIN the LANDSCAPING and FENCE to the satisfaction of STATE as provided by this Agreement, STATE may either undertake to perform that MAINTENANCE on behalf of CITY at CITY's expense or direct CITY to remove or itself remove LANDSCAPING and FENCE at CITY's sole expense and restore STATE's standard fence and STATE's right of way to its prior or a safe operable condition. CITY hereby agrees to pay said STATE expenses, within thirty (30) days of receipt of billing by STATE. However, prior to STATE performing any MAINTENANCE or removing LANDSCAPING and FENCE, STATE will provide written notice to CITY to cure the default and CITY will have thirty (30) days within which to effect that cure.

7.3. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction arising under this Agreement. It is understood and agreed that CITY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY under this Agreement.

8. PREVAILING WAGES:

8.1. Labor Code Compliance- If the work performed on this Project is done under contract and falls within the Labor Code section 1720(a)(1) definition of a "public work" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771. CITY must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. CITY agrees to include prevailing wage requirements in its contracts for public

work. Work performed by CITY'S own forces is exempt from the Labor Code's Prevailing Wage requirements.

8.2. Requirements in Subcontracts - CITY shall require its contractors to include prevailing wage requirements in all subcontracts funded by this Agreement when the work to be performed by the subcontractor is a "public work" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771. Subcontracts shall include all prevailing wage requirements set forth in CITY's contracts.

9. INSURANCE:

9.1. SELF-INSURED - CITY is self insured. CITY agrees to deliver evidence of self-insured coverage in a form satisfactory to STATE, along with a signed copy of the Agreement.

9.2. SELF-INSURED using Contractor - If the work performed on this Project is done under contract CITY shall require its contractors to maintain in force, during the term of this agreement, a policy of general liability insurance, including coverage of bodily injury liability and property damage liability, naming the STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE that shall be delivered to the STATE with a signed copy of this Agreement.

10. TERMINATION - This Agreement may be terminated by timely mutual written consent by PARTIES, and CITY's failure to comply with the provisions of this Agreement may be grounds for a Notice of Termination by STATE.

11. TERM OF AGREEMENT -This Agreement shall become effective on the date first shown on its face sheet and shall remain in full force and effect until amended or terminated at any time upon mutual consent of the PARTIES or until terminated by STATE for cause.

PARTIES are empowered by Streets and Highways Code Section 114 & 130 to enter into this Agreement and have delegated to the undersigned the authority to execute this Agreement on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this Agreement.

IN WITNESS WHEREOF, PARTIES hereto have set their hands and seals the day and year first above written.

THE CITY OF YUBA CITY

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By: _____
Mayor

MALCOLM DOUGHERTY
Director of Transportation

ATTEST:

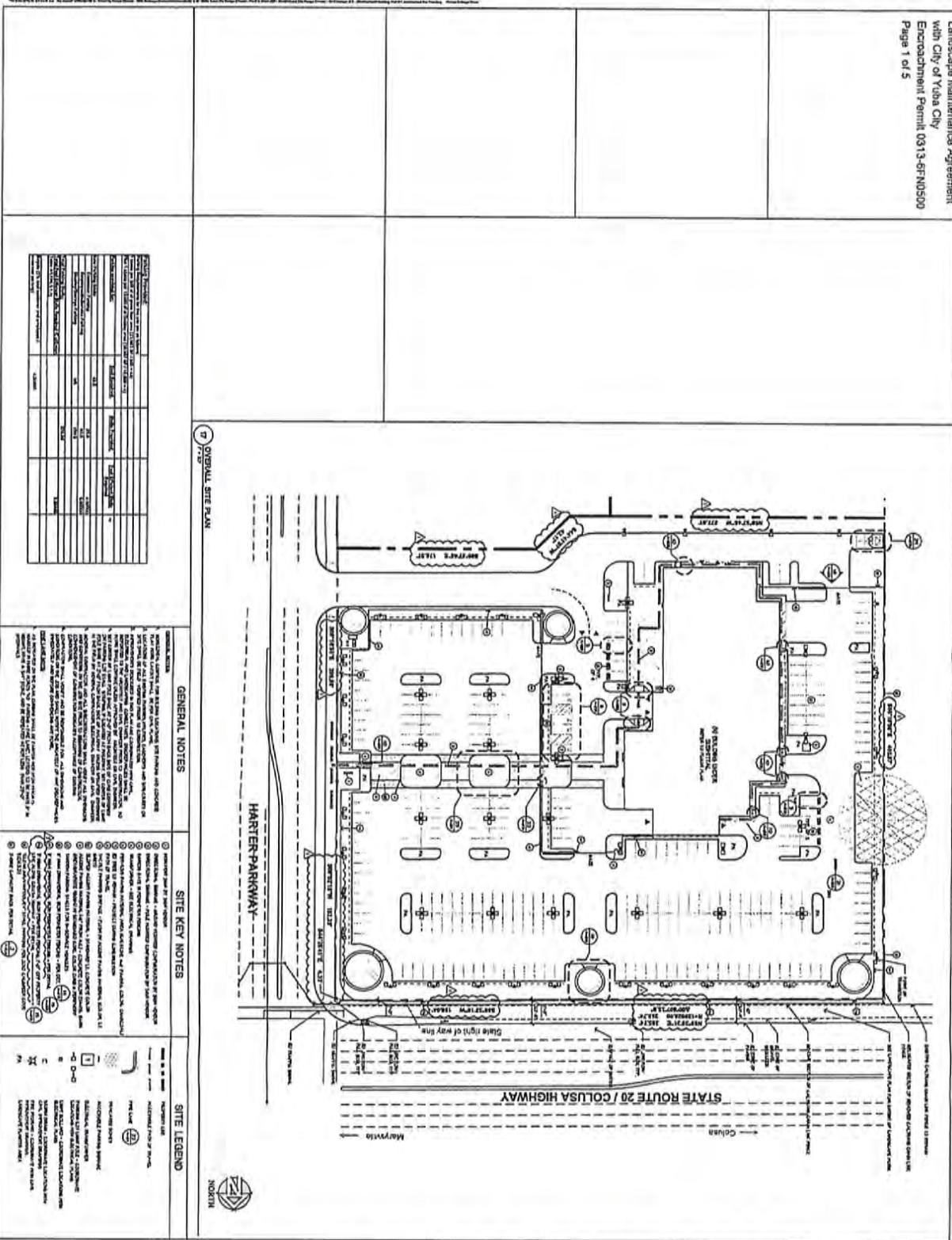
By: _____
City Clerk

By: _____
John Rodrigues, District 3 Interim Director

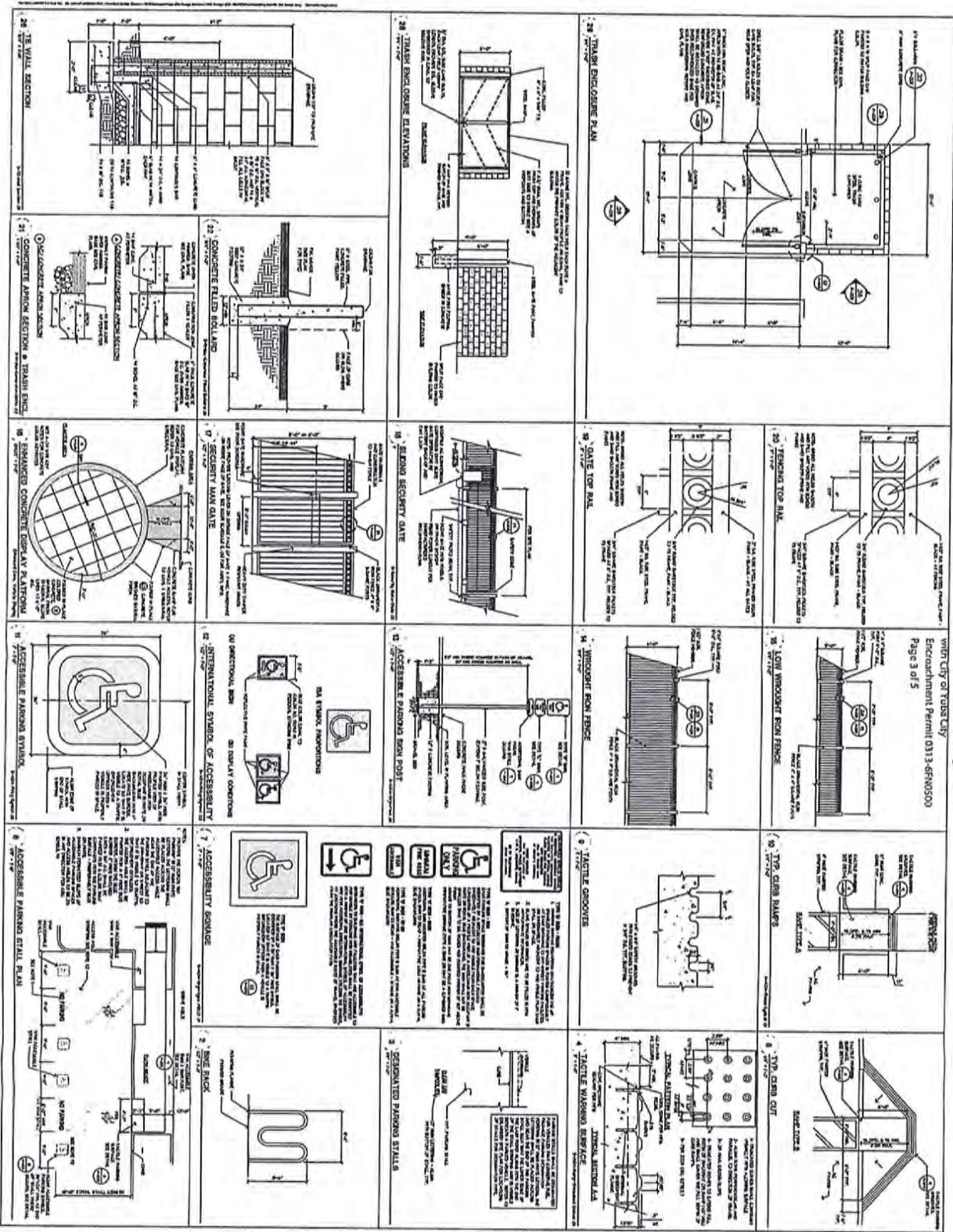
By: _____
City Attorney

As to Form and Procedure:

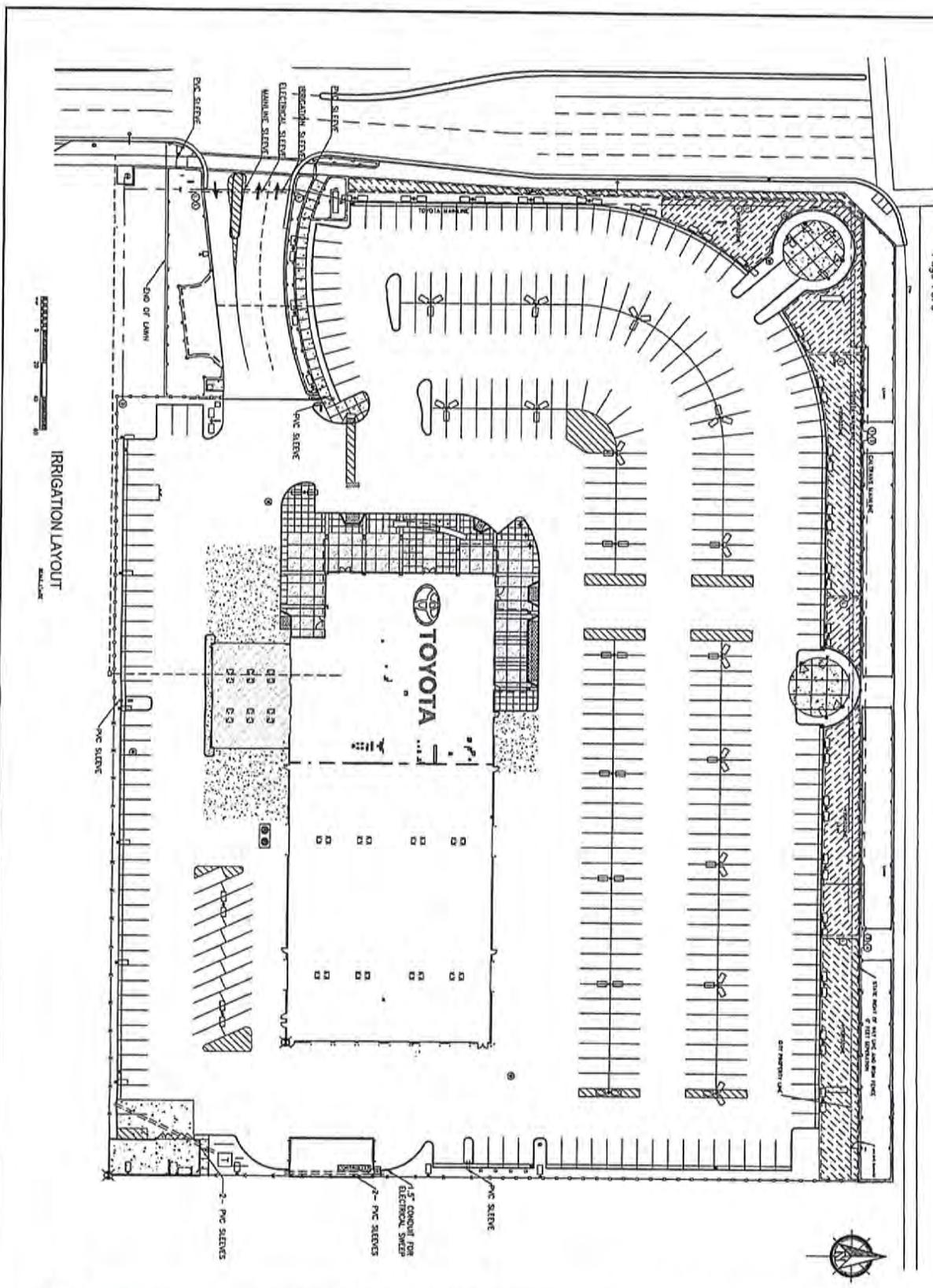
By: *Denise Zuniga*
Attorney
Department of Transportation



ARCHITECTURAL SITE PLAN PROPOSED "NEW" BUILDING FOR YUBA CITY DODGE CHRYSLER NEW DEALERSHIP 950 HARTER PARKWAY Yuba City, CA 95993		HIRSH FORTY DOME 8475 58 ROSHALL CAYMAN TEL: 907 206 F: 907 22 202 ROSHALLCAYMAN	ARCHITECTURE PLANNING INTERIORS Borges ARCHITECTURAL GROUP
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SITE DETAILS PROPOSED "NEW" BUILDING FOR YUBA CITY DODGE CHRYSLER NEW DEALERSHIP 950 HARTER PARKWAY Yuba City, CA 95993		1/4" = 1'-0" 1/8" = 1'-0" 1/16" = 1'-0" 1/32" = 1'-0" 1/64" = 1'-0" 1/128" = 1'-0" 1/256" = 1'-0" 1/512" = 1'-0" 1/1024" = 1'-0" 1/2048" = 1'-0" 1/4096" = 1'-0" 1/8192" = 1'-0" 1/16384" = 1'-0" 1/32768" = 1'-0" 1/65536" = 1'-0" 1/131072" = 1'-0" 1/262144" = 1'-0" 1/524288" = 1'-0" 1/1048576" = 1'-0" 1/2097152" = 1'-0" 1/4194304" = 1'-0" 1/8388608" = 1'-0" 1/16777216" = 1'-0" 1/33554432" = 1'-0" 1/67108864" = 1'-0" 1/134217728" = 1'-0" 1/268435456" = 1'-0" 1/536870912" = 1'-0" 1/1073741824" = 1'-0" 1/2147483648" = 1'-0" 1/4294967296" = 1'-0" 1/8589934592" = 1'-0" 1/17179869184" = 1'-0" 1/34359738368" = 1'-0" 1/68719476736" = 1'-0" 1/137438953472" = 1'-0" 1/274877906944" = 1'-0" 1/549755813888" = 1'-0" 1/1099511627776" = 1'-0" 1/2199023255552" = 1'-0" 1/4398046511104" = 1'-0" 1/8796093022208" = 1'-0" 1/17592186044416" = 1'-0" 1/35184372088832" = 1'-0" 1/70368744177664" 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IRRIGATION LAYOUT

SCALE 1"=20'
 JULY 2013

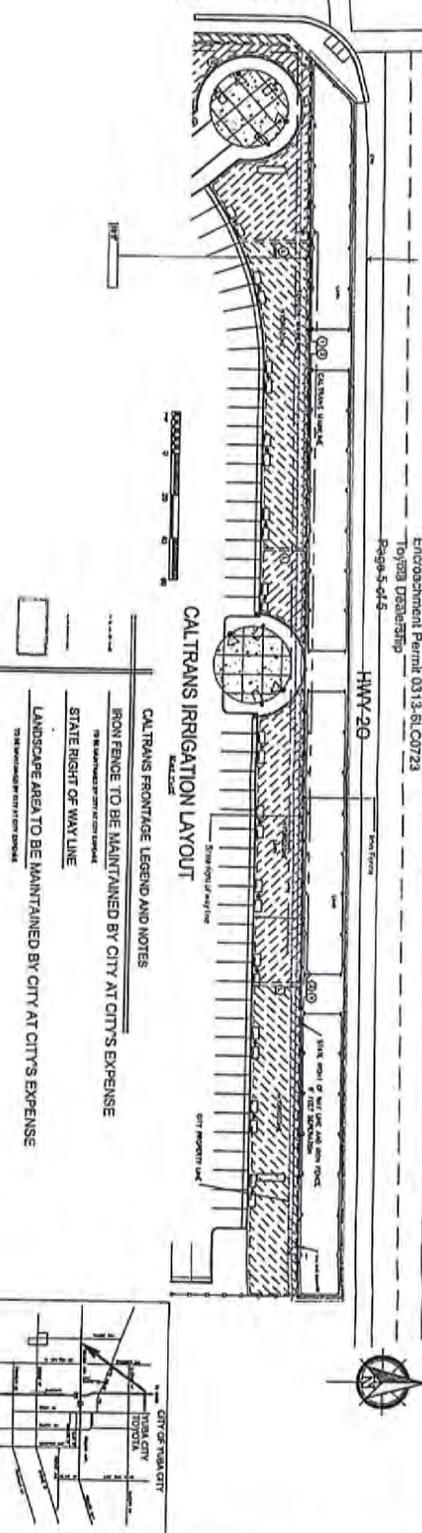
DESIGNED BY: BARBORA LANGEBAUM
 DRAWN BY: K. HARRIS
 CONTRACTORS, LLC
 412643 CAY
 PHONE: (916) 514-6446
 FAX: (916) 514-6500

IRRIGATION LAYOUT
YUBA CITY TOYOTA DEALERSHIP
 HARTER PARKWAY/RHWY 20

DRAWN FOR:
HILBERS CONSTRUCTION
 1210 STABLER LANE
 YUBA CITY, CA 95901 530.673.2947

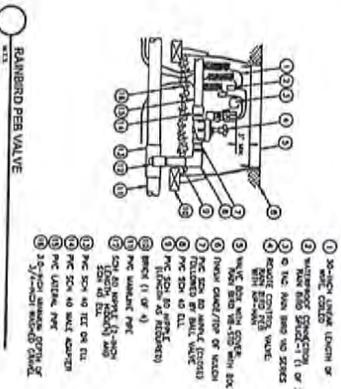
DATE	07/20/13
BY	KHARRIS
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REV.	

HARTER PARKWAY



IRRIGATION NOTES

1. THIS SYSTEM IS MAINTAINED BY THE CITY OF YUBA CITY AND IS NOT TO BE MAINTAINED BY THE CONTRACTOR.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SYSTEM.
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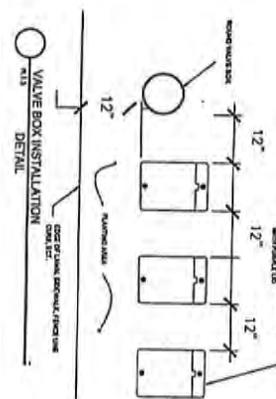
RAINBIRD POP VALVE

IRRIGATION LEGEND

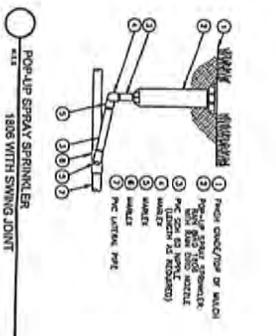
	AUTOMATIC CONTROLLER - ESPINE OUTDOOR CLOCK
	POINT OF CONNECTION
	REDUCED PRESSURE BACKFLOW PREVENTION DEVICE
	GATE VALVE
	PRESSURE MAIN LINE
	LATERAL LINE
	AUTOMATIC CONTROL VALVE
	SHRUB AND LAWN POP-UP SPRAY HEADS
	SIZING
	PLATTERS SURFACE DRISP
	LAWN SUB SURFACE DRISP
	CONTROL WIRE

ASSETS

1. CONTROL BOXES ON VALVES WITH 1" VALVE PER VALVE
2. 1" VALVE PER VALVE
3. 1" VALVE PER VALVE
4. 1" VALVE PER VALVE
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VALVE BOX INSTALLATION DETAIL



POP-UP SPRAY SPRINKLER 180S WITH SWING JOINT

<p>SCALE 1/4"=1'-0" JULY 2013</p>	<p>DRAWN BY: BARBARA LARSEN/BAIRD DESIGN BY: BARBARA LARSEN/BAIRD</p> <p>CONTRACTOR: L&L 4712 23RD ST PHONE: (916) 774-6599 FAX: (916) 774-6593</p>	<p>DRAWN FOR: HILBERS CONSTRUCTION 1210 STABLER LANE YUBA CITY, CA 95901 530.673.2947</p>
	<p>CALTANS IRRIGATION LAYOUT YUBA CITY TOYOTA DEALERSHIP HARTER PARKWAY/HWY 20</p>	

CITY OF YUBA CITY
STAFF REPORT

Date: September 16, 2014
To: Honorable Mayor & Members of the City Council
From: Department of Public Works
Presentation by: Diana Langley, Public Works Director

Summary

Subject: Sutter Performing Arts Association – Installation of Sidewalk Stars at the Sutter Theater on Plumas Street

Recommendation: Authorize the Sutter Performing Arts Association to install stars in the sidewalk, as part of a donor recognition program, on Plumas Street and Church Street along the frontage of the Sutter Theater, waiving permit fees.

Fiscal Impact: Minor costs to cover staff time to inspect the installation of the stars in the sidewalk.

Purpose:

To allow the Sutter Performing Arts Association to implement a donor recognition program through the installation of bronze stars on Plumas Street and Church Street along the Sutter Theater.

Background:

The Sutter Performing Arts Association (SPAA), a non-profit association comprised of individuals from the community, has developed a program for individuals or businesses to purchase a bronze star for installation in the sidewalk on Plumas Street and Church Street along the Sutter Theater. Stars can be purchased for \$5,000 or \$10,000 and will be inscribed with the donor's name. A sample star will be available for viewing at the Council meeting. Proceeds are dedicated to the rehabilitation of the Sutter Theater. To date, SPAA has sold 5 stars.

Representatives from SPAA presented this concept to the City Council on July 20, 2010. At that time the City Council expressed support of their efforts. The City has supported the rehabilitation of the Sutter Theater and recognizes the community benefit of having a vibrant theater.

Analysis:

The stars will be installed in accordance with City requirements, including matching the concrete color of the existing sidewalk as much as possible. The Public Works Department will issue an encroachment permit to SPAA and their contractor.

Fiscal Impact:

Minor costs to cover staff time to inspect the installation of the stars in the sidewalk. Staff is recommending that the encroachment permit fee of \$148 be waived.

Alternatives:

Do not authorize the installation of the stars.

Recommendation:

Authorize the Sutter Performing Arts Association to install stars in the sidewalk, as part of a donor recognition program, on Plumas Street and Church Street along the frontage of the Sutter Theater, waiving permit fees.

Prepared by:

/s/ Diana Langley

Diana Langley
Public Works Director

Submitted by:

/s/Steven C. Kroeger

Steven C. Kroeger
City Manager

Reviewed by:

Finance

RB

City Attorney

TH

CITY OF YUBA CITY
STAFF REPORT

Date: September 16, 2014
To: Honorable Mayor & Members of the City Council
From: Administration
Presentation By: Darin E. Gale, Economic Development Manager

Summary

Subject: Request from Lloyd Wise Company of Vacaville for a Business Incentive to Assist in Locating a New Nissan Dealership at 1340 Bridge Street

Recommendation: Discuss, review options as outlined in the Staff Report and direct Staff as desired

Fiscal Impact: None at this time.

Background:

On January 24 and February 1 of 2011, the City Council discussed business incentives for future consideration based upon job creation and net new revenue to the City. The Council required business incentive requests to be approved on a case-by-case basis. This proposal is the first business incentive request for Council consideration after the Business Incentives Guidelines (Guidelines) were adopted in 2011 (Attachment A).

On August 26, 2014 the City received a request from Rami Yanni, President of Lloyd Wise Company for a business incentive to locate a new Nissan dealership at 1340 Bridge Street (Attachment B). Currently, Yuba City Toyota is located at the proposed site and is planning to vacate this location and occupy their new facility on the corner Highway 20 and Harter by the end of September.

The Lloyd Wise Company (Company) is a large automotive group that includes a number of new dealerships in Vacaville and Oakland. The Company has signed a lease to occupy 1340 Bridge Street and is evaluating improvements to the facility to meet Nissan's corporate branding requirements. As part of Company's due diligence they have requested, that the Council consider two proposed business incentives as noted below:

Property Tax Refund

The proposed business incentive includes a request to refund their total property tax that they estimate to be \$19,000 per year. Assuming \$19,000 in property taxes, approximately 16% or \$3,040 would be allocated to the City so that is the amount of property tax that could possibly be subject to a refund by the City. The proposed project should not drastically affect the assessed value of the property and as such will not increase property tax revenue.

Sales Tax Rebate

Sales tax generation to the City is 1% of the 7.5% state sales tax collected. The applicant estimates their sales tax revenue to the City to be \$150,000 the first year with a 10% increase over the next two years. Of this estimated sales tax generation not all of it will be new sales tax. A portion of a new car dealer's sales in the Yuba City market will be a reallocation of existing local car sales and would need to be determined to define net new sales tax generation.

Yuba City Nissan Proposal		
	<i>Proposal 1</i>	<i>Proposal 2</i>
Year One Sales Tax	75% rebate (\$112k)	50% rebate (\$75k)
Year Two Sales Tax	50% rebate (\$82.5k)	50% rebate (\$82.5)
Year Three Sales Tax	25% rebate (\$43.4k)	50% rebate (\$90.7k)
Property Tax Rebate	\$19k per year for three years (\$57k)	\$19k per year for three years (\$57k)
Total Estimated Rebate	\$295,000	\$305,000

The Council action from 2011 provided discretion to Staff to negotiate business incentives on a case-by-case basis within the adopted Guidelines, not to exceed development impact fees. As this proposal is regarding established property, no development impact fees will be generated. As such, this matter is being brought to the Council for discussion and direction.

Analysis:

Per Government Code §53084 and §53084.5, a City cannot poach sales tax generating businesses from a neighboring jurisdiction. As a result the City could not provide a financial incentive to Geweke Kia or John L Sullivan to relocate to Yuba City.

All of our local new car dealers are in our top 25 sales tax generators and as a group they provide approximately \$1.2 million annual in sales tax revenue to the City. The addition of a Nissan new car dealer will increase sales tax revenue and provide residents with added selection in our regional Yuba Sutter market.

In the Sacramento region, a number of jurisdictions have incentive programs to attract new sales tax generators. These included a shop local marketing campaign in Elk Grove for new cars, the use of former redevelopment funds in Roseville to fund Auto mall improvements and a yet to be implemented incentive in Rocklin to provide sales tax revenue sharing.

When considering sales tax incentives, other California cities require a variety of eligibility standards. Below is a list of criteria that are proposed to be met as part of an incentive program:

- Provide local shopping and job opportunities for Yuba Sutter residents
- Reverse the trend of sales leakage to surrounding communities
- Attract non-residents to shop and dine in Yuba City

- Promote the City's identity as a regional destination location to shop
- Attract new investment dollars by retailers and other sales tax that are not currently serving the Yuba Sutter MSA
- The company must hold at least one hiring fair exclusive for Yuba Sutter residents
- The net financial benefit to the public is greater than or equal to the financial incentive

With the passage of AB 562, as of January 1, 2014 Government Code §53083 requires all economic incentive programs over \$100,000 to be publically noticed and a public hearing held to discuss specific details of the incentives. This includes, but is not limited to, a statement of public purpose, estimated number of jobs created, description of the subsidy along with a notice and hearing before.

Fiscal Impact:

None at this time.

Options:

1. If a consensus position among the Council is reached on the business incentives request from Nissan, direct staff to draft an agreement for Council consideration.
2. If a consensus position among the Council is not reached, either:
 - a. Appoint an Ad Hoc Committee to address the matter further
 - b. Take no action

Attachments:

- A. 2011 Adopted Business Incentive Guidelines
- B. Yuba City Nissan Letter and Proposals (3 pages)

Prepared By:

[/s/ Darin Gale](#)

Darin E. Gale
Economic Development Manager

Submitted By:

[/s/ Steven C. Kroeger](#)

Steven C. Kroeger
City Manager

Reviewed By:

Finance [RB](#)

City Attorney [TH](#)

Attachment A

Adopted Yuba City Business Incentives Guidelines

**Yuba City Business Incentives Guidelines
To Advance Job Creation & Revenue Generation**

1. Taxes

Sales Tax	Negotiate reimbursement of a Percentage of Net New Sales Tax over a limited time period, not to exceed development fees
Transient Occupancy Tax	Negotiated based upon need and benefit to the community
Property Tax	Negotiate reimbursement of unsecured property tax increase over a limited time period, not to exceed development fees
Enterprise Zone	Actively Promote program to businesses and work at State level to protect current Enterprise Zone State Tax Credit

2. Financing Program

SCIP – State Financing Program	Actively promote program and create marketing materials to increase use of SCIP program
CFD & Mello Roos	Allow use of CFD and Mello Roos projects when feasible

3. Development

Utilities Infrastructure	Negotiate cost sharing of utilities extension for key employer based development and create impact fee deferral program Water & Sewer impact fees
Permitting	Review existing plan review periods, continue ombudsmen program and create “development team” with the appropriate staff members for future development or business inquiries
Redevelopment	Negotiable based upon cost and benefit to RDA & City
Impact Fees	Negotiate locking in of non-residential impact fees at entitlement and negotiate fees for large manufacturing or industrial job creation

4. Promotion

Sign Ordinance	Review sign ordinance and consider specific revisions for highway corridors and electronic billboards
Shop Local	Continue to work with Chamber in promoting “Think Yuba Sutter First” Campaign
CDBG Micro Loans	Create CDBG Micro Loan/Grant Program for adoption by Council and consider additional CDBG allocation depending upon success of program

Adopted 2/1/11

Attachment B

Yuba City Nissan Letter and Proposals

To Yuba City staff and Council members,
After individual meetings with both staff and the council members we are requesting an appearance during the city's September 16th, 2014 city council meeting. As a council agenda item we would like to explore and discuss in a public forum our request for new business development and move in incentives via incremental sales tax dollars generated from our automotive sales. Within the EDC's Yuba-Sutter enterprise zone, we at Lloyd Wise Company look to expand our automotive group to 1340 Bridge Street in Yuba City. Our plan is to bring the new car franchise, Nissan to your area and operate as Nissan of Yuba City. We look forward to a great partnership with your city and it's area residents and business community.

Sincerely,
Rami Gianni
President

Yuba City Proposal

3 years waived property taxes, both parcels. \$19,050.00 per year.

3 Years split sales tax.

Year one estimates @ 75%; 150,000/(112,500 - Dealer portion)

Year two @ 50%; 165,000/(82,500 - Dealer portion)

Year three @ 25%; 181,500/(43,375 - Dealer portion)

Based on 10% increase in sales tax annually.

Building permits? a site view with city would let us know what the city may be able to help with.

Without any help on permits the estimate is to possibly seek 305,400.00 in new business development credits, via sales tax credits.

Yuba City Proposal

3 years waived property taxes, both parcels. \$19,050.00 per year.

3 Years split sales tax. (pay 50% only):

Year one estimates 150,000/75,000

Year two 165,000/82,500

Year three 181,500/90,750

Based on 10% increase in sales tax annually.

Building permits? a site view with city staff would let us know what the city may be able to help with.

Without any help on permits the estimate is to possibly seek 305,400.00 in new business development credits, via sales tax credits.

CITY OF YUBA CITY
STAFF REPORT

Date: September 16, 2014
To: Honorable Mayor & Members of the City Council
From: Public Works
Presentation by: Michael Paulucci, Deputy Public Works Director - Utilities

Summary

Subject: Professional Services Agreement with NBS for the preparation of Water and Wastewater Rate Studies

Recommendation: Award a professional services agreement to NBS of Temecula, CA, for the preparation of water and wastewater rate studies in the amount of \$62,690 plus \$10,000 contingency with the finding that it is in the best interest of the City.

Fiscal Impact: \$62,690 + \$10,000 Contingency broken down as follows:
\$36,345 – Account No. 971174-65514 (Water Rate Study).
\$36,345 – Account No. 981198-65514 (Wastewater Rate Study).

Purpose:

To evaluate the level of funding required to maintain and operate the City's water and wastewater systems.

Background:

The City's last water and wastewater rate studies were completed in 2011 and the proposed rates were adopted by Council in July 2011 through the Proposition 218 process. The adopted rates provide for increases to the City's water and wastewater rates through FY 2015/16.

Rates are typically evaluated every 3-5 years. Much has changed within the last three years including the severe drought which has impacted the City's water and wastewater revenues and the identification of additional capital projects that need to be funded.

A water and wastewater rate study Request for Proposal (RFP) was developed and sent to nine firms in which the City received four proposals. The list of consultants submitting a proposal is as follows:

- HF&H Consultants
- Willdan Financial Services
- NBS
- MF Whipple and Associates

Analysis:

An RFP evaluation group consisting of department staff from Finance and Public Works was selected to review the proposals. The group met on August 27th to evaluate and score the four submitted proposals. The proposals were evaluated for:

- Responsiveness to RFP
- Qualifications
- Approach and Scope
- Cost
- Schedule and Availability
- Innovation
- References

The group ranked NBS and HF&H Consultants as the top two consultants. After further consideration, the consensus was to select NBS for the following reasons:

- NBS has a regional office located close by in Davis, California
- The cost of the NBS proposal was less than HF&H
- NBS scored slightly higher than HF&H in the evaluation
- The NBS approach & scope scored higher than all the other proposals.

Anticipating that the rate study and Proposition 218 process will take time, staff developed the following schedule:

Issue RFP	Monday, July 14 th 2014
Proposals Due	Thursday, August 7 th 2014
Contract Award	Tuesday, September 16 th 2014
Preliminary Report Due	Friday, December 5 th 2014
Final Report Due	Thursday, January 8 th 2015
Council Workshop #1	Tuesday, January 20 th 2015
Council Workshop #2	March-15
Proposition 218 Process	May – July 2015
Rate Adoption	July-15
Rates Effective	Tuesday, September 1st, 2015

Fiscal Impact:

Through the FY 2014/15 Capital Improvement Program, \$100,000 was budgeted through Account Numbers 971174-65514 (Water Rate Study) and 981198-65514 (Wastewater Rate Study). The proposal amount is \$62,690 and staff is requesting \$10,000 in contingency.

Alternatives:

Do not proceed forward with the preparation of water and wastewater rate studies at this time.

Recommendation:

Award a professional services agreement to NBS of Temecula, CA, for the preparation of water and wastewater rate studies in the amount of \$62,690 with the finding that it is in the best interest of the City.

Prepared by:

/s/ Michael Paulucci

Michael L. Paulucci
Deputy Public Works Director – Utilities

Submitted by:

/s/ Steven C. Kroeger

Steven C. Kroeger
City Manager

Reviewed by:

Department Head

DL

Finance

RB

City Attorney

TH

CITY OF YUBA CITY
STAFF REPORT

Date: September 16, 2014
To: Honorable Mayor & Members of the City Council
From: Human Resources Department
Presentation By: Natalie Walter, Human Resources Director

Summary

Subject: Police Officers' Association Memorandum of Understanding (MOU) and Police Sergeants' Letter of Understanding (LOU).

Recommendation: 1) Adopt a Resolution approving a two year Memorandum of Understanding with the Police Officers' Association

2) Adopt a Resolution approving a two year Letter of Understanding with the Police Sergeants'

3) Approve a supplemental appropriation of \$409,000 to the FY 2014/2015 adopted budget.

Fiscal Impact: An increase in cost of \$581,000 for FY 2014/2015 and \$691,000 for FY 2015/2016

Background:

The City's employment agreements with the Police Officers' Association (POA) and Police Sergeants expired on June 13, 2014. Since the Mid-Managers' contract approval on July 15, 2014, negotiations with other employee groups have continued with the City.

The previous agreement included a 10% furlough – a 5% percent furlough program began in Fiscal Year 2009/2010 and transitioned to a 10% furlough program in Fiscal Year 2011/2012. Both the POA and Sergeants participated in the furlough program and received no cost of living adjustments in exchange for forgoing layoffs and employee reductions through Fiscal Year 2013/2014.

The City continues to face rising worker's compensation costs, increases in health care costs, and additional employee pension obligations due to restructuring of CalPERS policies. These multiple financial hits have continued the financial strain the City has been experiencing since Fiscal Year 2009/2010.

During the economic downturn, unlike many other cities, Yuba City was able to avoid having employees contribute to their pensions by implementing a furlough program. Restoring service levels to the community is particularly important in the Police

Department. These contracts accomplish both goals of having the employees pay towards their retirement and restoring service levels.

Over the last couple of years the Police Department has had vacancies in the Police Officer position that has hovered anywhere between four and ten vacancies. The multiple vacancies began in February 2013. Needless to say, the vacancy numbers reflects that recruitment and retention for Police Officers has been difficult. Few qualified candidates have applied for the ongoing vacancies. This has resulted in the implementation of a program to recruit candidates to attend the Police Academy. The Police Academy's success has not yet been tested nor are these recruits able to perform at the Police Officer level. Sending recruits to the Police Academy is a partial solution to the City's Police Officer vacancies. The Police Department must also be able to recruit lateral Police Officer candidates who are qualified to patrol the streets of Yuba City. There is no other vacancy in the City that compares to the Police Officer vacancies in terms of the longevity of multiple vacancies and lack of qualified applicants. Therefore it is necessary to make adjustments to the POA and Sergeants salary during this two year agreement.

Analysis:

Both the POA and Sergeants agree to the following in their respective contracts:

1. Transitions out their furlough program by providing for a reduction to a 5% furlough in FY 14/15 and elimination of the furlough in FY 15/16.
2. Transitions in employee contributions toward CalPERS retirement benefits by providing for a 4%/4.5% of salary contribution in FY14/15 and an additional 4%/4.5% of salary contribution in FY 15/16. (resulting in an 8% contribution for non-safety employees and a 9% contribution for safety employees).
3. A 3.5% salary increase.
4. One time distribution of \$1,000 (non-PERSable).
5. Employees will pay 20% of the total medical premium and the City will pay 80% of the PORAC plan.
6. Sick leave will not count as time worked for overtime calculations.
7. On-call pay for detectives will increase from \$1.50 per hour to \$2.45 per hour.

As of the writing of this staff report the POA and Sergeants contracts are in development.

Fiscal Impact:

The proposed changes will result in an net increase in cost of \$581,000 for FY 2014/2015 and \$691,000 for FY 2015/2016 (breakdown of costs provided in Attachment 1).

Other year 2 costs include potential increases in the cost of health insurance and increases in CalPERS contributions per the City's actuarial report for FY 2015/2016.

The FY 2014/2015 budget adopted by the City Council on June 3, 2014 included the existing 10% furlough and the City paying 100% of the POA and Sergeants' share of CalPERS contributions. To effect the proposed changes, a supplemental appropriation of \$409,000 is requested as part of City Council's approval of these contracts.

Alternatives:

1. Do not approve POA Memorandum of Understanding and provide staff direction.
2. Do not approve the Sergeants Letter of Understanding and provide staff direction.

Recommendation:

Adopt a Resolution approving a two year Memorandum of Understanding with the Police Officers' Association and a two year Letter of Understanding with the Police Sergeants and approve a supplemental appropriation of \$409,000 to the FY 2014/2015 adopted budget.

Attachments:

- Attachment 1: Cost impact of POA and Sergeant Agreement Terms
Attachment 2: POA MOU Resolution
Attachment 3: Sergeant LOU Resolution

Prepared By:

/s/ Natalie Walter
Natalie Walter
Human Resources Director

Submitted By:

/s/ Steven C. Kroeger
Steven C. Kroeger
City Manager

Reviewed By:

Finance

RB

City Attorney

TH

City of Yuba City
Police Officer's Association and Sergeants
Impact of 2 Year Agreement

FY 14/15 - Year 1

Cost of 5% Furlough Restored	\$ 412,300
Savings from EEs Paying PERS	(216,250)
Salary Adjustment (3.5% All POA)	339,600
One-Time Incentive Payment-All POA Members	85,000
FLSA-S/L not time worked	**
80/20 Split on Healthcare	(39,730)
Year 1 Total Cost	<u>\$ 580,920</u>

FY 15/16 - Year 2

Cost of 5% Furlough Restored	\$ 412,300
Savings from EEs Paying PERS	(216,250)
Salary Adjustment (3.5% All POA)	339,600
FLSA-S/L not time worked	**
80/20 Split on Healthcare	(39,730)
Cost of 5% Furlough Restored	434,000
Savings from EEs Paying PERS	(239,050)
FLSA-S/L not time worked	**
Year 2 Total Cumulative Cost	<u>\$ 690,870</u>

Grand Total Cost Impact-2 Year Total **\$ 1,271,790**

Note: Savings from FLSA change wherein sick leave is not included as time worked for overtime purposes isn't quantified as it is dependent on sick leave usage in the future.

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
APPROVING THE POLICE OFFICERS' ASSOCIATION MEMORANDUM OF
UNDERSTANDING**

WHEREAS, the City recognizes the Police Officers' Association commitment to the City and its citizens while providing outstanding and dedicated service to all;

WHEREAS, City staff and the POA have negotiated a two year Memorandum of Understanding;

WHEREAS, the City appreciates the efforts and energy the POA have put forth to negotiate this Memorandum of Understanding;

WHEREAS, the POA have agreed to cost share towards the CalPERS employer share in exchange for the elimination of the City furlough program while agreeing to other concessions, a salary increase, an increase in detective on-call pay, and a one-time distribution;

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

Approve the attached POA Memorandum of Understanding.

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

The forgoing Resolution of the City Council of the City of Yuba City was duly introduced, passed and adopted at a regular meeting thereof held on the 16th day of September 2014.

AYES:

NOES:

ABSENT:

Kash Gill, Mayor

ATTEST:

Terrel Locke, City Clerk

MEMORANDUM OF UNDERSTANDING

Between

The City of Yuba City

And

The Yuba City Police Officers' Association

_____, 2014 through June 30, 2016

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ARTICLE 1 SALARY

1.1 Salary Increases

Effective the first full pay period following YCPOA ratification and City Council approval, the City agrees to implement a 3.5% flat rate salary increase.

1.2 Detective Assignment

Assignment of an employee in the Police Officer classification to the Investigation Division or NET Unit shall include a seven and one-half (7.5) percent salary increase above the appropriate Police Officer salary step for the period of the temporary assignment.

1.3 Educational Incentive

Sworn personnel shall receive an educational incentive of 2.5% for either an AA degree or a POST Intermediate Certificate; or a 3.5% educational incentive for sworn employees with either a Bachelor's degree or a POST Advanced Certificate. Sworn personnel with either a Bachelor's degree or a POST Advanced Certificate will receive a 5% educational incentive. Sworn personnel with either a Bachelor's degree or a POST Advanced Certificate will receive a 7.5% educational incentive.

1.4 Bilingual Pay

Sworn and non-sworn employees who are proficient in speaking a foreign language shall receive a \$.50 per hour bilingual pay incentive. The method for certifying proficiency and the determination of which languages will be covered under this program shall be determined by the City in consultation with the Police Officers' Association.

1.5 Holiday Pay

In lieu of time off for holidays and holiday pay, officers assigned to regular patrol shifts and public safety dispatchers shall receive straight time pay for 7.33 hours per month, paid and computed on a bi-weekly basis. This pay shall be computed at the hourly equivalent rate for the employee's monthly salary. For new or terminating employees, said in lieu pay shall be prorated from the date of employment or to the date of termination within the pay period.

1.6 Holidays

Police employees working a four (4) day, ten (10) hour work schedule with holidays off, shall only receive nine (9) ten (10) hour holidays a year which will be selected from the holidays designated for employees in the City service as outlined in Section 2.10, HOLIDAYS, (B), of the Personnel Rules and Regulations. Employees will notify their supervisor in selecting the holidays of their (the employee's) choice at least one week prior to the scheduled holiday. Any holidays occurring on the days scheduled for work in excess of the selected days shall be worked without additional compensation or taken as a day off without pay or with use of leave time.

1.7 Field Training Officer

Field Training Officers and Community Service Officers designated as Field Training Officers by the Police Chief, shall receive five percent (5%) additional salary on an hour per hour basis while training other Community Service Officers under the department's designated training program.

Police Officers designated as Field Training Officers by the Police Chief shall receive five percent (5%) additional salary on an hour per hour basis while training Police Recruits, newly employed Police Officers, Level I Reserve Police Officers who are training under the 14-week Officer Training Program, or Community Service Officers who are training under the department's designated training program.

1.8 Court Appearance

Court time is defined as that period of time when an employee is required to appear in court as part of the performance of his/her normal duties on a day when the employee would not otherwise be scheduled to work. Court time will be compensated only when the employee is required to appear in court in connection with his/her duties at a time when he/she is not otherwise scheduled to be working. An employee will not be granted court time during the same time period that callback time is compensable. Court time may be paid or accrued as compensatory time in the same manner and shall be commuted on the same basis of three (3) hours or the actual amount of the time the employee is required to appear in court, whichever is greater.

It is not the policy of the City to use officers who have been called for court time during off-duty hours for other than court appearance work unless operational needs require.

City and Association agree to work cooperatively to reduce the amount of court appearance time and overtime expenses spent for court appearances. To that end, should a program be developed in coordination with the Sutter County Court to recall officers by the use of beepers, telephone check-in, or any other method, the department shall be able to implement such program after meeting and conferring with the association regarding compensation related issues.

1.9 Acting Pay

Employees assigned to higher classifications on a temporary basis shall receive acting pay. Employees will be compensated by receiving pay in the higher classification at that step in the salary range which results in a minimum of a 5% increase in compensation over their current salary.

In order to qualify for acting pay, employees must:

- A. Work a minimum of four consecutive hours in order to be eligible for compensation;
- B. Meet the minimum qualifications for the higher classification; and
- C. Be assigned with the approval of the Police Chief, or his/her designee.

Time spent in acting assignments may be considered during promotional recruitment but shall not substitute for minimum qualifications for education and experience requirements.

1.10 On Call Pay

Detectives who are assigned to on-call status during weekday evenings (Monday - Thursday, 5:00 p.m. to 8:00 a.m.) will receive standby pay of \$2.45 per hour.

1.11 Canine Unit Compensation:

- A. Hours Worked: The City and Police Officer's Association agree that the off-duty working time attributable to all ordinary aspects of caring for a police canine (including without limitation, caring, feeding, exercising, grooming, kennel cleaning, cleaning of City vehicles) by employees assigned as canine handlers amounts to sixty (60) minutes per day, seven (7) hours per week. This amounts to a good faith estimate, based upon an inquiry into the number of hours spent or reasonably required to be spend, and is intended to be comprehensive, accurate and inclusive of all pertinent facts. This agreement

is made pursuant to the FLSA regulations.

- B. Off-Duty Canine Care Rate: The City will compensate officers assigned as handlers for the active police canine(s) at the hourly rate of ten dollars (\$10.00) for up to seven (7) hours per week that the officer is so assigned.
- C. FLSA Overtime: The FLSA 207(k) exemption shall continue to apply to all canine unit officers. The base rate used for calculating FLSA overtime is the weighted average of the officers' base rate for police work and the officers' off-duty canine care rate described above. The City will then factor in all special pays that apply in calculating the FLSA rate of pay.
- D. Travel Time: Travel time to and from work with police dogs in transport shall not be compensable under the terms of this agreement. It is also recognized that the "take home" vehicle is a mutually beneficial arrangement for both the City and the officer. In the event of a change as a result of litigation, law or regulation, which requires payment for travel time, the City and Association will reopen this agreement to discuss the impact on compensation.
- E. Canine Training Time: The Police Department reserves the sole discretion in scheduling canine training time for on-duty and off-duty activities.
- F. Agreement to Limit Off-Duty Canine Care to Seven (7) Hours a Week: Canine unit officers agree they will not spend more than seven (7) hours per week off-duty canine care with their assigned canine, unless they have first sought and received approval from the commanding officer or unless an emergency occurs. In case of emergency that could not have been anticipated, the officer must notify the unit supervisor of the additional time spent immediately upon reporting to duty or no later than twenty four (24) hours later, whichever occurs first.
- G. Police Department Costs: The Police Department will fund the cost of training for certification, dog food, veterinary expenses and equipment, except for such equipment which is considered personal for the canine and cannot be used for another canine. Equipment purchased by the City is the property of the City.
- H. Retirement of Canine: All parties agree that when the Police Chief or designee decided, in his/her sole discretion, to retire the canine from active duty, the current handler may purchase the canine from the City of one (\$1.00) dollar. Upon the sale of the canine, the current handler will assume all further costs and liabilities associated with the canine, and the City will forever be released from all such costs and liabilities.

1.12 Daylight Savings Time

POA employees who work on those days when the daylight savings time change occurs shall be paid overtime for hours in excess of their regular scheduled work hours. If daylight savings time causes an employee to work less than a full shift, the employee shall be allowed to use vacation or accumulated compensatory time to make up the difference. Vacation or accumulated compensatory time so used shall be considered as in pay status.

1.13 Uniform Allowance

For all positions required to wear a uniform, a uniform allowance of \$684.25 per year shall be paid.

ARTICLE 2 PUBLIC EMPLOYEES RETIREMENT SYSTEM

2.1 Retirement Terminology

Retirement benefits shall be provided to eligible employees in accordance with the appropriate, then existing, contract between the City and 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). For ease of reference, a summary of these definitions is provided below, however, the definitions set forth in the CalPERS statutes and regulations, as applied by CalPERS, shall control.

A new CalPERS 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 Classic Member Retirement Formula

A. Employees classified as classic member miscellaneous category:

- The 2.7% at 55 (8% member contribution) CalPERS formula shall be provided for classic member miscellaneous category employees hired on or before June 30, 2012. Effective July 1, 2012, 2% at 55 formula (7% member contribution) was provided for new classic member miscellaneous employees hired on or after July 1, 2012.

B. Employees classified as classic member safety category employees:

- The 3% at 50 CalPERS formula shall be provided for classic member safety category employees hired on or before June 30, 2012. Effective July 1, 2012, 3% at 55 formula was provided for new classic safety member employees hired on or after July 1, 2012.

C. Non-safety employees hired prior to August 2, 1991 shall have their benefit based on single highest year of salary. Classic member employees hired on or after August 2, 1991, shall have their benefit based on the three highest years of salary.

D. Safety employees hired prior to December 16, 1989, shall have their benefit based on the single highest year of salary. Classic member employees hired after December 16, 1989, shall have their benefit based on the three highest years of salary.

- E. All other current retirement benefits including the optional benefit programs in the existing contract between the City and CalPERS for miscellaneous and safety members shall remain in effect to the extent permitted by law.

2.3 “New Member” Retirement Formulas Provided by Statute

- A. Employees classified as new member miscellaneous category employees:

- 2% at 62 retirement formula.

- B. Employees classified as new member safety category employees:

- 2.7% at 57 retirement formula.

2.4 CalPERS Contributions By Employees

- A. Employees classified as classic miscellaneous:

- Effective with the CalPERS contract amendment for 2014, all classic miscellaneous employees shall cost share 4% (or 3.5% for those classic members at the 2% at 55 retirement formula) towards the employer contribution rate. (Example: the intent is that if the City’s required employer contribution is 23%, the City would pay 19% and the employees would pay 4%.) From the date of the Police Officer ratification and City Council approval, whichever occurs later, the City shall have 6 months to work through the CalPERS process to implement the CalPERS contract amendment. There is no guarantee that the CalPERS contract amendment will be in place after the 6 month time frame as the City is following a CalPERS process. If the 6 month timeframe is not met, the City and YCPOA shall meet and confer.
- Effective July 1, 2015 or as soon as CalPERS approves the contract amendment, whichever occurs later, all classic miscellaneous employees shall cost share 8% (or 7% for those classic members at the 2% at 55 retirement formula) towards the employer contribution rate.
- With respect to payment and reporting of the member contributions, the City shall pay 100% of the employee’s contribution to CalPERS and continue to report 100% of the employer payment of member contributions to CalPERS as additional compensation for retirement purposes only.

- B. Employees classified as classic safety category employees:

- Effective with the CalPERS contract amendment for 2014, all classic safety employees shall cost share 4.5% towards the employer contribution rate.
- Effective July 1, 2015 or as soon as CalPERS approves the contract amendment, whichever occurs later, all classic safety employees shall cost share 9% towards the employer contribution rate.

- C. New Members shall contribute towards their retirement benefits in accordance with PEPRA.

- D. All applicable contributions identified in (A) thru (C) above shall be made through payroll deduction on a pre-tax basis as permitted by law.

2.5 City's Paying and Reporting the Value of the Member Contribution (Classic Only)

The City shall pay 100% of the employee's contribution to CalPERS and continue to report 100% of the employer payment of member contributions to CalPERS as additional compensation for retirement purposes only.

ARTICLE 3 HEALTH, DENTAL, VISION, LIFE INSURANCE & EAP

3.1 Health Plans

A. Employee Contributions:

Employee contributions are on a pre-tax basis.

B. Health Care Premium Cost:

Effective with the November 15, 2014 pay period, the split is 80%/20% between the City and the employee, with the City paying 80% of the total premium cost and the employee paying 20%. The contribution shall be based on the lowest cost (as measured by premium cost) PORAC health plan available.

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 PORAC health plan.

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 PORAC health plan:

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

The Cash-in-Lieu incentive is only available for employees choosing to "waive" medical insurance coverage with the City in favor of comprehensive coverage through another employer; covering dependents under an "individual" policy does not qualify for the incentive.

In addition, employees may also make an election to reduce their wages before-tax for reimbursed medical expenses and dependent care expenses.

3.2 Dental and Vision Plans

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

3.3 Claims Administrator

At the City's option, and after consultation with the Police Officers' Association, the City may change the Dental and Vision Plan claims administrator at any time.

3.4 Health Plan Benefits

The Police Officers' Association 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 will also contain members from other employee groups.

3.5 Life Insurance

A life insurance benefit amount of \$5,000 shall be maintained at the City's expense for employees in the Police Officer's Association. Dependent life insurance \$2,000 per dependent (spouse and children from 6 months to 19). Payment for dependent life insurance is the responsibility of the employee.

3.6 Employee Assistance Program (EAP)

An Employee Assistance Program (EAP) shall be provided to City employees, spouses and dependents. There shall be up to 3 sessions per 6 month period for a total of 6 sessions per year.

3.7 4850 Pay For Non-Sworn Staff

The 4850 benefit for non-sworn personnel shall be provided in accordance with the mandated requirements of the State of California.

ARTICLE 4 WORK SCHEDULES

4.1 Patrol

The association agrees patrol staff will commit to a modified schedule comprised of a combination 3/12, 4/10 hour shift. However, in the event that this schedule is not satisfactory (based on measurable data), management and the association agree to meet and discuss alternatives. If no agreement can be reached within 30 calendar days from the time a problem is identified by written correspondence between the Association and the Police Chief, the Police Chief shall have the exclusive authority to schedule the operation of and to determine the number and duration of shifts.

All sworn employees hired after June 20, 1995, shall have an assigned work schedule as determined by the Police Chief. Such work schedule may be changed at the sole discretion of the Police chief subject to written notice to the POA for an opportunity to meet and discuss no less than 30 days prior to implementation. However, employees hired prior to June 30, 1995, and who are scheduled to work a special assignment (such as detective, NET, schools, modified duty, or traffic enforcement) will return to the patrol schedule at the conclusion of their special assignment when the employee is returned to patrol duty.

Patrol work schedules shall be subject to the 207(k) FLSA exemption for overtime compensation. However, hours worked in excess of the regularly scheduled number of shift hours shall be compensated at the overtime rate.

4.2 Patrol Work Hours

It is the goal of the Police Department management to limit the standard police officer workday, inclusive of overtime, to a maximum of 14 hours on an assigned shift. While acknowledging this goal, it is also recognized that the inability to contact personnel, unforeseen requirements of service delivery and emergency situations could extend such working hours to 16. If an officer is required to work 16 hours within one workday, he/she will not be required to report back to work without an 8 hour break. If the 8 hours is within his/her regularly scheduled shift, the officer will be required to take the time off from his/her earned leave. Final determination of need requirements rests with the shift supervisor/manager who is held responsible for appropriate staffing to meet needs.

4.3 Dispatch

Overtime compensation shall be paid for hours in excess 40 in any one workweek.

It is recognized that the terms of the agreement may be varied, modified or otherwise altered in order to implement the work schedule in a practical manner.

4.4 Training Time

Conversion to the work schedules discussed above which have a minimum of 2080 base annual hours shall not require employees to attend training in addition to scheduled work hours as part of their base compensation.

4.5 Overtime

Both sworn and non-sworn employees in this unit who work in excess of their standard (i.e. regularly scheduled) daily shift, or in excess of the applicable FLSA overtime threshold, shall be compensated for such overtime at a rate of one and one-half (1-1/2) times the employee's regular rate of pay. Excess-of-regular-shift overtime that also contributes to FLSA-overtime for a given work period is paid only once. For example, if an employee regularly scheduled to work five, 8-hour days Monday through Friday works 10 hours on Tuesday, the 2-hours of "shift" overtime also count as 2 hours of FLSA overtime, and thus are paid as overtime only once (i.e. a total of 2 hours of overtime for that week). Paid sick leave time shall not be counted as "hours worked" for overtime calculation purposes. However, paid leaves in the form of vacation, compensatory time off, furlough bank hours, and holiday leave shall be counted as "hours worked" for overtime calculation purposes. ARTICLE 5 EMPLOYEE FITNESS PROGRAM

The specific components of the Police Employee Fitness Program will be outlined in the Departmental Policies and Procedures manual. Any injury while exercising off duty will not be assumed to be job related.

ARTICLE 6 CERTIFICATIONS

The City shall pay the costs associated with obtaining and maintaining special certificates 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.

ARTICLE 7 DEPARTMENT OF TRANSPORTATION COMMERCIAL DRIVER LICENSE TESTING

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

ARTICLE 8 LEAVE DONATION PROGRAM

The City currently facilitates a Leave Donation Program to assist employees dealing with a catastrophic illness or injury. While an employee is utilizing any such donated hours, the City will continue to pay its portion of the contribution to the employee's health, dental, vision and life insurance premiums in accordance with the applicable Memorandum of Understanding. The maximum number of donated hours an employee may use is 30 calendar days of Catastrophic Leave or until Short Term Disability (STD) starts.

ARTICLE 9 COUNSELING MEMORANDUM

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

ARTICLE 10 COMPENSATORY TIME

10.1 Maximum Accumulation

Compensatory time for employees in the Police Officers' Association may be accumulated to a maximum of eighty (80) hours.

10.2 Maximum Cash Out

Upon written request, employees in the Police Officers' Association shall be paid for up to 40 hours, per fiscal year, of recorded compensatory time. Payment will be at the earliest payroll period. The City, at its option, may reimburse an employee in the Police Officers' Association up to 40 accrued hours of compensatory time at the end of any fiscal year. Any additional employee requests are subject to the approval of the department head or designated representative.

ARTICLE 11 DMV LICENSE EXAMINATION

Physical examinations for Police Officers' Association 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 12 SHORT TERM-DISABILITY

12.1 Waiting Period

A 30-calendar day waiting period must pass before benefits are payable.

12.2 Premium

The City shall set the STD rates based on outside actuarial; no premium cap shall exist.

12.3 Benefit

The benefit shall be equal to 60% of earnings at time of the disabling event; no dollar cap on the benefit shall exist.

ARTICLE 13 DETECTIVE UNIT ASSIGNMENT

13.1 Assignment

It is agreed that individuals in the Police Officer classification are assigned to the detective division on a rotational assignment basis. In addition, an officer assigned to the NET-5 task force shall serve on a rotational assignment basis. Officers shall serve a term of two to five years in length.

13.2 Rotation

Officers assigned on a rotational basis, will be appointed at the sole discretion of the Chief of Police. Officers will rotate back to their original positions upon termination of the rotational assignment. Officers may be reconsidered for reappointment for another rotational assignment. Officers will not have permanent tenure in such positions and agree not to claim permanent tenure at the termination of the rotational assignment.

13.3 Assignment Process

The process used to rotate the officer from the assignment with a term of up to five year shall be as follows:

1. If the currently assigned officer is interested in reappointment, this officer shall have first consideration for reappointment. The Police Chief shall retain sole discretion in determining whether or not reappointment will be made.
2. If reappointment is not made, other department personnel qualified for the position may submit their names to the Police Chief for consideration of appointment. Such personnel may include those currently assigned to a two-year rotation term of assignment. The Police Chief shall retain sole discretion in selecting an officer for the five-year rotation term assignment.

ARTICLE 14 SCHOOL BASE OFFICER ASSIGNMENTS

In recognition of the desire to provide law enforcement personnel for school based assignments by the City and to encourage personnel to actively participate in such assignments, the following is agreed:

14.1 School Resource Officer

School based assignments are defined as the School Resource Officer.

14.2 Procedure

School based assignments are made in accordance with departmental procedure, which may be revised at the sole discretion of the Police Chief based on operational need.

14.3 Work Schedule

The work schedule for school-based officers will be determined by the Police Chief in conjunction with the school session schedule.

14.4 Christmas Break (School)

School based officers will be allowed the Christmas school break as additional time off, in conjunction with their holiday schedule, subject to the following:

- a. Officers may be assigned to work due to operational needs of the department

requiring additional staffing.

- b. If work time is assigned during the break, no additional compensation will be paid beyond the normal compensation that would be due if the officer was on duty.
- c. Determination of whether the officer(s) will receive the Christmas school break as time off or instead be scheduled to work will be at the sole and exclusive discretion of the Police Chief.
- d. The time off during this break shall utilize the Christmas and New Year's Day holidays and the day off before one of these holidays, as specified in Section 2.10 (B) of the Personnel Rules and Regulations.
- e. During the summer recess period, holidays for school-based officers will be issued in accordance with Section 2.10 (B) of the Personnel Rules and Regulations.

14.5 Revision

Should the school-based programs be revised in any way, the terms of this provision will not be binding. Impacts of the school based program affecting compensation, hours and working conditions will be subject to the meet and confer process.

ARTICLE 15 PROBATIONARY APPEALS

It is agreed that no appeal rights exist for newly hired employees who are rejected from employment during their initial probationary periods unless the employee alleges that the rejection from probation was untimely. However, peace officers who fail a promotional probationary period (not an initial hire probation with the City) shall be afforded an appeal process as required by the Public Safety Officer's Procedural Bill of Rights, Gov. Code 3303 and 3304. Appeals from a rejection from probation shall comply with the appeals process normally provided for disciplinary actions, except that the remedy shall not necessarily include reinstatement.

ARTICLE 16 MEAL ALLOWANCE

Employees in the Police Department unit when traveling on City business and eligible for meal reimbursement shall be compensated in accordance with the City's Travel Policy.

ARTICLE 17 WORKER COMPENSATION EXERCISE INJURIES

The City agrees that employees who incur an injury sustained in the physical exercise room at the Police Department facility will be extended benefits for worker compensation coverage in accordance with State regulations and laws. The department reserves the right to monitor and specify safety practices related to the use of exercise equipment.

ARTICLE 18 NCCSIF DRIVING STANDARDS

It is acknowledged that the City will implement the Driving Standards policy as required by NCCSIF. Should the requirements of the policy affect an employee's ability to continue working, the City shall promptly notify the affected employee. If an employee's driving privilege is suspended or revoked, or if an employee becomes uninsurable, the City will consider accommodations for the employee subject to the needs of the City and department operations. Should an employee's employment status be affected by the requirements of the policy, the appropriate disciplinary procedures shall be followed.

ARTICLE 19 AMERICAN DISABILITIES ACT (ADA) COMPLIANCE

19.1 Accommodation

Because the ADA requires accommodations for individuals protected under the Act, and because these accommodations must be determined on an individual, case-by-case basis, the parties agree that the provisions of this Agreement and the Personnel Rules may be disregarded in order for the City of Yuba City to avoid discrimination relative to hiring, promotion, granting permanency, transfer, layoff, reassignment, termination, rehire, rates of pay, job and duty classification, seniority, leaves, fringe benefits, training opportunities, hours of work or other terms and privileges of employment.

19.2 Legal Obligation

The parties recognize that the City has the legal obligation to meet with the individual employee to be accommodated before any adjustment is made in working conditions. The City will notify the affiliation and the affected employees of these proposed accommodations prior to implementation.

19.3 Protection

Any accommodation provided to an individual protected by the ADA shall not establish a past practice, nor shall it be cited or used as evidence of a past practice in the grievance procedure.

ARTICLE 20 INTEREST BASED PROBLEM SOLVING

The employees and the City utilized the Interest Based Problem Solving Process philosophy to negotiate this contract. This contract represents the results of open, honest sharing of information and concerns related to issues for the employees and the City. Based on the philosophy of using this process, the employees and the City agree and understand that this is a living contract and agree to meet and discuss any items within this agreement that become of concern to either party during the course of this agreement. Both parties understand that any changes to this agreement are subject to the mutual consent of the employees and the City Administrator and are also subject to approval by the City Council.

ARTICLE 21 DISPATCHER TRAINING

As a result of layoffs, if an employee bumps into any of the Public Safety Dispatcher classifications and has not occupied any of the Public Safety Dispatcher classifications within the last 12 months, the employee will bump to the Public Safety Dispatcher I position for re-training purposes regardless of the employee's previously held position. After the re-training period, the employee will be evaluated by the Police Chief or his designee for placement in previously held Public Safety Dispatcher classification.

ARTICLE 22 FURLOUGHS

22.1 First Furlough Program

Effective in the first full pay period following the CalPERS contract amendment for cost sharing of 4% or 3.5% (miscellaneous, percentage dependent on retirement formula) or 4.5% (safety) of the employer contribution rate, the first furlough program shall cease. Bargaining unit employees will return to a full time, regular work week with their schedules assigned by their respective departments.

22.2 Second Furlough Program

- A. Effective in the first full pay period the CalPERS contract amendment for cost sharing of 8% or 7% (miscellaneous, percentage dependent on retirement formula) or 9% (safety) of the employer contribution rate, the second furlough program of banked furlough time shall cease.
- B. If the CalPERS full cost sharing amendment (8%/7% for Miscellaneous and 9% for Safety) is not in place by July 1, 2015, furlough bank time will accumulate per pay period in 4 hour increments while the employees continue to pay for their furlough bank time in 4 hour increments. The pay period that the CalPERS contract amendment is established, the furlough bank time will cease to accumulate and the employee will no longer need to record "payment" for the furlough bank time on their time card.

22.3 Furlough Usage

The employee will have up to an additional three (3) years to fully utilize this set-a-side banked furlough time from July 1, 2014. All carried over banked furlough time must be used by June 30, 2018. Any exceptions to this option for accumulated Furlough Time carryover must be approved by the City Manager.

ARTICLE 23 ONE-TIME NON-PERSABLE STIPEND

In the first full pay period following City Council ratification of this Agreement, all members active on payroll shall receive a one-time, non PERSable stipend of \$1,000 and shall be in a separate check from the regularly reoccurring payroll check..

This one-time stipend is not intended to be, and does not meet the definition of, special compensation outlined in the California Code of Regulations § 571 (a) and therefore is not reportable compensation to CalPERS. It is, however, subject to applicable payroll taxes and withholdings.

ARTICLE 24 UNIT MODIFICATION

24.1 The unit governed by this MOU has been modified to add the non-sworn, miscellaneous position of Administrative Assistant in the Police Department.

24.2 The terms and conditions of the Side Letter approved on April, 22, 2014, employment applicable to the Administrative Assistant in the Police Department position will continue during this term of this MOU.

ARTICLE 25 MISCELLANEOUS

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 Association agree to reopen the meet and confer process on the issue(s) so affected.

It is mutually recommended by the undersigned that the modifications 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 Administrator procedures and policy regulations, and rules related to compensation, benefits, working conditions and other term and conditions of employment, the changes herein constitute the entire compensation plan for employees in the unit represented by the Association and herein covered by this Memorandum of Understanding.

The Association and the City for the life of this Letter of Understanding voluntarily and unqualifiedly waive and relinquish the right to meet and confer, except for the express re-openers. Neither party shall be obligated to meet and confer with respect to any subject or matter not specifically referenced in this Letter of Understanding, even though such subjects

may not have been within the knowledge or contemplation of either or both parties at the time they signed this Letter of Understanding, unless required by state or federal law. Nothing herein shall preclude the parties from meeting or conferring by mutual consent.

ARTICLE 26 TERM OF AGREEMENT

The term of this agreement shall be _____, 2014 through June 30, 2016.

Date: _____ Date: _____

CITY OF YUBA CITY

POLICE OFFICERS' ASSOCIATION

THE CITY OF YUBA CITY

Addendum to Alcohol and Drug Abuse Policy Implementing the Omnibus Transportation Employee Testing Act of 1991

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

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

A. Applicability

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

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

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

B. PROHIBITED SUBSTANCES

"Prohibited substances" addressed by this policy including the following:

Drugs:

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

Alcohol:

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

C. PROHIBITED CONDUCT

Manufacture. Trafficking. Possession. And Use

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

Impaired/Not Fit for Duty

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

Alcohol Use

No safety-sensitive employee may report for duty or remain on duty when his/her ability to perform assigned functions is adversely affected by alcohol or when his/her breath alcohol concentration is 0.04 or greater. No safety-sensitive employee shall use alcohol while on duty or while performing safety-sensitive functions. No safety-sensitive employee shall use alcohol within four hours of reporting for duty nor during hours that he/she is on call. Violation of this provision is prohibited and will subject the employee to removal from safety-sensitive duty and referral to a Substance Abuse Professional (SAP).

Compliance with Testing Requirements

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

Treatment/Rehabilitation Program

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

Positive Controlled Substance and/or Alcohol Test: A Rehabilitation Program is available for safety-sensitive employees who have tested positive for a prohibited substance on a one-time basis only. Employees will be immediately terminated on the occurrence of a second verified positive test result within 36 months and may be terminated or offered additional rehabilitation at the City's sole discretion after 36 months. The City will immediately serve a Notice of Intended Disciplinary Action in accordance with the personnel rules. The safety-sensitive employee will pay referral to the Substance Abuse Professional (SAP) and any other recovery treatment costs. In regards to probationary employees, the City reserves sole discretion in offering a one-time opportunity for rehabilitation in lieu of immediate termination. When recommended by the Substance Abuse Professional (SAP), participation and completion of rehabilitation program within the prescribed time allowed is mandatory. Failure of a safety-sensitive employee to attend and/or complete a prescribed program will result in termination from employment. Prior to return-to-duty testing, an employee must follow the rehabilitation

program recommended by the SAP and agree to sign a Return-to Duty Agreement. Employees may use their accrued leave balances of CTO and vacation or be placed on an approved leave of absence. The Notice of Discipline documents shall specify the employee's leave status when discipline is imposed. The duration and frequency of follow-up testing will be determined by the SAP but will not be shorter than one year or longer than five years. The employee shall pay all costs associated with follow-up testing unless the City receives such services included from the program administrator Fremont-Rideout Drug Testing Services.

Voluntary Admittance: All employees who feel they have a problem with controlled substances and/or alcohol may request voluntary admission to the rehabilitation program. Requests must be submitted through the Department Head to the Director of Human Resources for review. **The safety-sensitive employee will pay rehabilitation plan development costs and any other treatment plan costs.** The City shall have sole discretion in determining any financial contribution to assist the employee. An employee failing to complete the program within the prescribed time allowed will be subject to termination from employment. An employee completing a rehabilitation program must agree to sign a Return-To-Duty Agreement, pass a return-to-duty controlled substance and/or alcohol test and be subject to unannounced follow-up testing for 36 months following return to duty. A positive result on the return-to-duty test or on the unannounced follow-up tests within a 36-month period will result in termination from employment. A positive follow-up test after 36 months may result in termination or additional rehabilitation at the City's sole discretion.

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

D. NOTIFYING THE CITY OF CRIMINAL DRUG CONVICTION

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

E. PROPER APPLICATION OF THE POLICY

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

F. TESTING FOR PROHIBITED SUBSTANCES

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

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

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

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

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

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

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

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

Pre-Employment Testing

All Applicants for safety-sensitive classifications shall undergo urine controlled substance testing prior to employment. Receipt of satisfactory test results is required prior to employment and failure of a controlled substance test will disqualify the applicant from further consideration for employment.

Reasonable Suspicion Testing

All safety-sensitive employees will be subject to urine and/or breath testing when there is a reason to believe that controlled substances or alcohol use is adversely affecting job performance. A reasonable suspicion referral for testing will be made on the basis of documented objective facts and circumstances, which are consistent with the effects of substance abuse. Examples of reasonable suspicion include, but are not limited to, the following:

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

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

Post-Accident Testing

Safety-sensitive employees will be required to undergo controlled substance and/or breath alcohol testing if they are involved in an accident with a City vehicle that results in a fatality. This includes all safety-sensitive employees who are on duty in the vehicles and any other whose performance could have contributed to the accident. In addition, a post-accident test will be conducted when the employee is cited

for a moving violation and (i) any involved vehicle requires towing from the scene or (ii) any person involved requires medical treatment away from the scene of an accident.

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

Random Testing

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

Return-to-Duty Testing

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

Employee Requested Testing

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

G. EMPLOYEE ASSESSMENT

Any safety-sensitive employee who tests positive for the presence of controlled substances or whose breath alcohol concentration is above the minimum thresholds set forth in the Department of Transportation guidelines will be assessed by a Substance Abuse Professional (SAP). The SAP will evaluate each employee to determine what assistance, if any, the employee needs in resolving problems associated with prohibited substance abuse or misuse.

If a safety-sensitive employee is returned to duty following rehabilitation, he/she must agree to and sign a Return-To-Duty Agreement, pass a return-to-duty controlled substance and/or alcohol test and be subject to unannounced follow-up tests for a period of one to five years, as determined by the SAP. Referral to the Substance Abuse Professional (SAP) and any other recover treatment costs will be borne by the safety-sensitive employee. Employee will be immediately terminated on the occurrence of a second verified positive test result within 36 months and may be terminated or offered additional rehabilitation at the City's sole discretion after 36 months.

H. CONTINUOUS COMPLIANCE REQUIREMENTS

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

I. CONTACT PERSON

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

Title: Director of Human Resources
Address: 1201 Civic Center Boulevard, Yuba City, CA 95993
Telephone: (530) 822-4610

J. DEFINITIONS

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

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

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

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

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

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

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

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

CITY – THE CITY OF YUBA CITY

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

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

(GC/MS) is the only authorized confirmation method of cocaine, marijuana, opiates, amphetamines and phencyclidine).

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

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

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

(1) 25 ng/ml if immunoassay

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

Marijuana Metabolite (THC) (1)	15 ng/ml
Cocaine Metabolite (2)	150 ng/ml
Phencyclidine (PCP)	25 ng/ml
Opiates	
Morphine	300 ng/ml
Codeine	300 ng/ml
Amphetamines	
Amphetamine	500 ng/ml
Methamphetamine (3)	500 ng/ml

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

(2) Benzoyllecgonine

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

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

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

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

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

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

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

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

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

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

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

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

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

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

REFUSE TO SUBMIT (TO AN ALCOHOL AND/OR CONTROLLED SUBSTANCE TEST) – a safety-sensitive employee fails to provide an adequate breath or urine sample for testing without a valid medical explanation after that safety-sensitive employee received notice of the requirement to be tested, or engages in conduct that clearly obstructs the testing process (i.e., verbal declarations, obstructive behavior or physical absence resulting in the inability to conduct the test).

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

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

RETURN-TO-DUTY AGREEMENT – a document agreed to and signed by the employer, safety-sensitive employee and the Substance Abuse Professional that outlines the terms and conditions under which the

safety-sensitive employee may return to duty after having had a verified positive controlled substance test result or an alcohol concentration to 0.04 or greater on an alcohol test.

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

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

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

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

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

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

SAFETY-SENSITIVE EMPLOYEE CLASSIFICATIONS AS OF AUGUST 1, 2006

Equipment Operator
Fleet Maintenance Supervisor
Lead Mechanic
Maintenance Supervisor – Water/Sewer
Maintenance Supervisor – Streets
Mechanic
Parks Maintenance Supervisor
Parks Maintenance Workers I, II, III (only those who have a commercial Drivers License)
Plant Maintenance Mechanic (See note 3)
Public Works Maintenance Workers I, II, III
Recreation Supervisor I/II
Senior Arborist
Senior Plant Maintenance Mechanic (See note 3)
Streets Maintenance Supervisor
Sweeper Operator
Temporary Positions that require a commercial drivers license

NOTE:

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

**CITY OF YUBA CITY
CATASTROPHIC ILLNESS AND INJURY DONATION PLAN**

Purpose

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

Plan Guidelines

1. Regular and probationary employees who are on an approved leave of absence (in accordance with Human Resources Rules 2.11 (B) or (D)) may receive donated hours of vacation, sick leave, or compensatory time off (CTO) from other employees.

2. Employees seeking donations of time shall submit a written request to the Human Resources Department stating the reason(s) for the request. The Director of Human Resources shall review requests. Each request shall be evaluated solely on its merits. If approved, the Director of Human Resources will initiate efforts to notify City employees of the request for the donation of hours. The name of the employee will be identified but the City will not release confidential medical information.

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

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

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

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

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

COUNSELING MEMO POLICY

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

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

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

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

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
APPROVING THE POLICE SERGEANTS' LETTER OF UNDERSTANDING**

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

WHEREAS, City staff and the Sergeants have negotiated a two year Letter of Understanding;

WHEREAS, the City appreciates the efforts and energy the Sergeants have put forth to negotiate this Letter of Understanding;

WHEREAS, the Sergeants have agreed to cost share towards the CalPERS employer share in exchange for the elimination of the City furlough program while agreeing to other concessions, a salary increase, an increase in detective on-call pay, and a one-time distribution;

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

Approve the attached Sergeants' Letter of Understanding.

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

The forgoing Resolution of the City Council of the City of Yuba City was duly introduced, passed and adopted at a regular meeting thereof held on the 16th day of September 2014.

AYES:

NOES:

ABSENT:

Kash Gill, Mayor

ATTEST:

Terrel Locke, City Clerk

LETTER OF UNDERSTANDING

Between

The City of Yuba City

And

The Yuba City Police Sergeants

_____, 2014 through June 30, 2016

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ARTICLE 1 SALARY

1.1 Salary Increases

Effective the first full pay period following Police Sergeants ratification and City Council approval, the City agrees to implement a 3.5% flat salary increase.

1.2 Education Incentive

Police Sergeants shall receive an educational incentive of 2.5% for either an AA degree or POST Intermediate Certificate; a 5% educational incentive for a Bachelor's degree or a POST Advanced Certificate and an additional 2.5% for possession of a POST Supervisory Certificate.

Police Sergeants with either a Bachelor's degree or a POST Advanced Certificate will receive a 7.5% educational incentive. The total of all the above incentives shall not exceed 10%.

1.3 Bilingual Pay

Police Sergeants who are proficient in speaking a foreign language shall receive a \$.50 per hour bilingual pay incentive. The method for certifying proficiency and the determination of which languages will be covered under this program shall be determined by the City in consultation with the Police Sergeants Association.

1.4 Holiday Pay

In lieu of time off for holidays and holiday pay, Police Sergeants assigned to regular patrol shifts shall receive straight time pay for 7.33 hours per month, paid and computed on a bi-weekly basis. This pay shall be computed at the hourly equivalent rate for the employee's monthly salary. For new or terminating employees, said in lieu pay shall be pro-rated from the date of employment or to the date of termination within the pay period.

1.5 Call Back Pay

Sergeants who are called or scheduled to return to work after having left the work site shall be compensated in accordance with Personnel Rule 2.06(I). A return to work prior to the start of the shift shall also be compensated accordingly provided that the reporting time for work is 2 or more hours prior to the regular shift start time.

1.6 On Call Pay

Police Sergeants who are assigned to on-call status during weekday evenings (Monday - Thursday, 5:00 p.m. to 8:00 a.m.) will receive standby pay of \$2.45 per hour.

1.7 Daylight Savings Time

Police Sergeants who work on those days when daylight savings time change occurs shall be paid overtime for hours in excess of their regular scheduled work hours. If daylight savings time causes an employee to work less than a full shift, the employee shall be allowed to use vacation or accumulated compensatory time to make up the difference. Vacation or accumulated compensatory time so used shall be considered as in pay status.

1.8 Uniform Allowance

For all positions required to wear a uniform, a uniform allowance of \$684.25 per year shall be paid.

ARTICLE 2 PUBLIC EMPLOYEES RETIREMENT SYSTEM

2.1 Retirement Terminology

Retirement benefits shall be provided to eligible employees in accordance with the appropriate, then existing, contract(s) between the City and the Public Employees Retirement System (PERS).

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). For ease of reference, a summary of these definitions is provided below, however, the definitions set forth in the CalPERS statutes and regulations, as applied by CalPERS, shall control.

“Classic Members” are those members who entered into membership with a qualifying public retirement system on or before December 31, 2012 who do not meet the definition of “New Member” in Government Code section 7522.04(f).

A “New Member” is defined in Government Code section 7522.04(f) as any of the following:

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

- A. The 3% at 50 PERS formula shall be provided for “Classic Member” public safety category employees hired prior to July 1, 2012. The 3% at 55 PERS formula shall be provided for “Classic Member” public safety category employees hired on or after July 1, 2012.
- B. Safety employees hired prior to December 16, 1989 shall have their benefit based on the single highest year of salary. Classic member employees hired on or after December 16, 1989 shall have their benefit based on the three highest years’ salary.
- C. All other current retirement benefits including the optional benefit programs in the existing contract between the City and CalPERS for safety members shall remain in effect to the extent permitted by law.

2.3 “New Member” Retirement Formula Provided by Statute

- A. Employees classified as new member safety category employees:
 - 2.7% at 57 retirement formula.

2.4 Employee Contribution

A. Employees classified as classic safety category employees:

- Effective with the CalPERS contract amendment for 2014, all classic safety employees shall cost share 4.5% towards the employer contribution rate. From the date of the Police Sergeant ratification and City Council approval, whichever occurs later, the City shall have 6 months to work through the CalPERS process to implement the CalPERS contract amendment. There is no guarantee that the CalPERS contract amendment will be in place after the 6 month time frame as the City is following a CalPERS process. If the 6 month timeframe is not met, the City and YCPS shall meet and confer.
- Effective July 1, 2015 or as soon as CalPERS approves the contract amendment, whichever occurs later, all classic safety employees shall cost share 9% towards the employer contribution rate.
- With respect to payment and reporting of the member contributions, the City shall pay 100% of the employee's contribution to CalPERS and continue to report 100% of the employer payment of member contributions to CalPERS as additional compensation for retirement purposes only.

B. New Members shall contribute towards their retirement benefits in accordance with PEPRA.

C. All applicable contributions identified in (A) thru (C) above shall be made through payroll deduction on a pre-tax basis as permitted by law.

2.5 City's Paying and Reporting the Value of the Member Contribution (Classic Only)

The City shall pay 100% of the employee's contribution to CalPERS and continue to report 100% of the employer payment of member contributions to CalPERS as additional compensation for retirement purposes only.

ARTICLE 3 HEALTH, DENTAL, VISION AND LIFE INSURANCE

3.1 Health Plans

A. Employee Contributions:

Employee contributions are on a pre-tax basis.

B. Health Care Premium Cost:

Effective with the November 15, 2014 pay period, the split is 80%/20% between the City and the employee, with the City paying 80% of the total premium cost and the employee paying 20%. The contribution shall be based on the lowest cost (as measured by premium cost) PORAC health plan available.

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 PORAC health plan.

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 PORAC health plan:

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

3.2 Dental and Vision Plans

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

3.3 Claims Administrator

At the City's option, and after consultation with the Police Sergeants, the City may change the Dental and Vision Plan claims administrator at any time.

3.4 Life Insurance

A life insurance benefit amount of \$25,000 shall be maintained at the City's expense for employees in the Police Officer's Association. Dependent life insurance \$2,000 per dependent (spouse and children from 6 months to 19). Payment for dependent life insurance is the responsibility of the employee.

3.5 Employee Assistance Program

An Employee Assistance Program (EAP) shall be provided to City employees, spouses and dependents. There shall be up to 3 sessions per 6 month period for a total of 6 sessions per year.

ARTICLE 4 WORK SCHEDULES

The City and Sergeants have met and agreed that two Sergeants will work 3/12.5 hour shifts (equivalent to 12 hour and 20 minute shifts) with 3 days on, 3 days off and one designated 5 hour day within the two week pay period. Overtime will be earned on hours worked in excess of the scheduled work hours. Vacation and sick leave will be used in amounts equivalent to the work schedule.

4.1 Overtime

Both sworn and non-sworn employees in this unit who work in excess of their standard (i.e. regularly scheduled) daily shift, or in excess of the applicable FLSA overtime threshold, shall be

compensated for such overtime at a rate of one and one-half (1-1/2) times the employee's regular rate of pay. Excess-of-regular-shift overtime that also contributes to FLSA-overtime for a given work period is paid only once. For example, if an employee regularly scheduled to work five, 8-hour days Monday through Friday works 10 hours on Tuesday, the 2-hours of "shift" overtime also count as 2 hours of FLSA overtime, and thus are paid as overtime only once (i.e. a total of 2 hours of overtime for that week). Paid sick leave time shall not be counted as "hours worked" for overtime calculation purposes. However, paid leaves in the form of vacation, compensatory time off, furlough bank hours, and holiday leave shall be counted as "hours worked" for overtime calculation purposes.

ARTICLE 5 DEFERRED COMPENSATION

Police Sergeants shall receive a monthly City contribution of \$50 paid into a City of Yuba City deferred compensation plan.

ARTICLE 6 CERTIFICATIONS

The City shall pay the costs associated with obtaining and maintaining special certificates 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.

ARTICLE 7 DEPARTMENT OF TRANSPORTATION COMMERCIAL DRIVER LICENSE TESTING

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

ARTICLE 8 LEAVE DONATION PROGRAM

The City currently facilitates a Leave Donation Program to assist employees dealing with a catastrophic illness or injury. While an employee is utilizing any such donated hours, the City will continue to pay its portion of the contribution to the employee's health, dental, vision and life insurance premiums in accordance with the applicable Memorandum of Understanding. The maximum is 30 calendar days of Catastrophic leave or until Short Term Disability (STD) starts.

ARTICLE 9 COUNSELING MEMORANDUM

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

ARTICLE 10 COMPENSATORY TIME

10.1 Maximum Accumulation

Compensatory time for Police Sergeants may be accumulated to a maximum of eighty (80) hours.

10.2 Maximum Cash Out

Upon written request, Police Sergeants shall be paid for up to 40 hours, per fiscal year, of recorded compensatory time. Payment will be at the earliest payroll period. The City, at its option, may reimburse a Police Sergeant up to 40 accrued hours of compensatory time at the end of any fiscal year. Any additional employee requests are subject to the approval of the Police Chief or designated representative.

ARTICLE 11 DMV LICENSE EXAMINATION

Physical examinations for Police Sergeants 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 12 SHORT TERM DISABILITY

12.1 Waiting Period

A 30-calendar day waiting period must pass before benefits are payable.

12.2 Premium

The City shall set the STD rates based on outside actuarial; no premium cap shall exist.

12.3 Benefit

The benefit shall be equal to 60% of earnings at time of the disabling event; no dollar cap on the benefit shall exist.

ARTICLE 13 AMERICAN DISABILITIES ACT COMPLIANCE

13.1 Accommodation

Because the ADA requires accommodations for individuals protected under the Act, and because these accommodations must be determined on an individual, case-by-case basis, the parties agree that the provisions of this Agreement and the Personnel Rules may be disregarded in order for the City of Yuba City to avoid discrimination relative to hiring, promotion, granting permanency, transfer, layoff, reassignment, termination, rehire, rates of pay, job and duty classification, seniority, leaves, fringe benefits, training opportunities, hours of work or other terms and privileges of employment.

13.2 Legal Obligation

The parties recognize that the City has the legal obligation to meet with the individual employee to be accommodated before any adjustment is made in working conditions. The City will notify affected employees of these proposed accommodations prior to implementation.

13.3 Protection

Any accommodation provided to an individual protected by the ADA shall not establish a past practice, nor shall it be cited or used as evidence of a past practice in the grievance procedure.

ARTICLE 14 INTEREST BASED PROBLEM SOLVING

The employees and the City utilized the Interest Based Problem Solving Process philosophy to negotiate this contract. This contract represents the results of open, honest sharing of information and concerns related to issues for the employees and the City. Based on the philosophy of using this process, the employees and the City agree and understand that this is a living contract and agree to meet and discuss any items within this agreement that become of concern to either party during the course of this agreement. Both parties understand that any changes to this agreement are subject to the mutual consent of the employees and the City Manager and are also subject to approval by the City Council.

ARTICLE 15 FURLOUGHS

15.1 First Furlough Program

Effective in the first full pay period following the CalPERS contract amendment for cost sharing of 4.5% (safety) of the employer contribution rate, the first furlough program shall cease. Bargaining unit employees will return to a full time, regular work week with their schedules

assigned by their respective department.

15.2 Second Furlough Program

- A. Effective in the first full pay period the CalPERS contract amendment for cost sharing of 9% (safety) of the employer contribution rate, the second furlough program of banked furlough time shall cease.
- B. If the CalPERS full cost sharing amendment for 9% is not in place by July 1, 2015, furlough bank time will accumulate per pay period in 4 hour increments while the employees continue to pay for their furlough bank time in 4 hour increments. The pay period that the CalPERS contract amendment is established, the furlough bank time will cease to accumulate and the employee will no longer need to record "payment" for the furlough bank time on their time card.

15.3 Furlough Usage

The employee will have up to an additional three (3) years to fully utilize this set-a-side banked furlough time from July 1, 2014. All carried over banked furlough time must be used by June 30, 2018. Any exceptions to this option for accumulated Furlough Time carryover must be approved by the City Manager.

ARTICLE 16 ONE-TIME NON-PERSABLE STIPEND

In the first full pay period following City Council ratification of this Agreement, all members active on payroll shall receive a one-time, non PERSable stipend of \$1,000 and shall be in a separate check from the regularly reoccurring payroll check.

This one-time stipend is not intended to be, and does not meet the definition of, special compensation outlined in the California Code of Regulations § 571 (a) and therefore is not reportable compensation to CalPERS. It is, however, subject to applicable payroll taxes and withholdings.

ARTICLE 17 TERM OF AGREEMENT

The term of this agreement shall be _____, 2014 through June 30, 2016.

Date: _____ Date: _____

CITY OF YUBA CITY

POLICE SERGEANTS

_____	_____
_____	_____
_____	_____

THE CITY OF YUBA CITY

Addendum to Alcohol and Drug Abuse Policy Implementing the Omnibus Transportation Employee Testing Act of 1991

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

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

A. Applicability

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

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

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

B. PROHIBITED SUBSTANCES

"Prohibited substances" addressed by this policy including the following:

Drugs:

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

Alcohol:

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

C. PROHIBITED CONDUCT

Manufacture. Trafficking. Possession. And Use

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

Impaired/Not Fit for Duty

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

Alcohol Use

No safety-sensitive employee may report for duty or remain on duty when his/her ability to perform assigned functions is adversely affected by alcohol or when his/her breath alcohol concentration is 0.04 or greater. No safety-sensitive employee shall use alcohol while on duty or while performing safety-sensitive functions. No safety-sensitive employee shall use alcohol within four hours of reporting for duty nor during hours that he/she is on call. Violation of this provision is prohibited and will subject the employee to removal from safety-sensitive duty and referral to a Substance Abuse Professional (SAP).

Compliance with Testing Requirements

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

Treatment/Rehabilitation Program

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

Positive Controlled Substance and/or Alcohol Test: A Rehabilitation Program is available for safety-sensitive employees who have tested positive for a prohibited substance on a one-time basis only. Employees will be immediately terminated on the occurrence of a second verified positive test result within 36 months and may be terminated or offered additional rehabilitation at the City's sole discretion after 36 months. The City will immediately serve a Notice of Intended Disciplinary Action in accordance with the personnel rules. The safety-sensitive employee will pay referral to the Substance Abuse Professional (SAP) and any other recovery treatment costs.

In regards to probationary employees, the City reserves sole discretion in offering a one-time opportunity for rehabilitation in lieu of immediate termination. When recommended by the Substance Abuse Professional (SAP), participation and completion of rehabilitation program within the prescribed time allowed is mandatory. Failure of a safety-sensitive employee to attend and/or complete a prescribed program will result in termination from employment. Prior to return-to-duty testing, an employee must follow the rehabilitation program recommended by the SAP and agree to sign a Return-to Duty Agreement. Employees may use their accrued leave balances of CTO and vacation or be placed on an approved leave of absence. The Notice of Discipline documents shall specify the employee's leave status when discipline is imposed. The duration and frequency of follow-up testing will be determined by the SAP but will not be shorter than one year or longer than five years. The employee shall pay all costs

associated with follow-up testing unless the City receives such services included from the program administrator Fremont-Rideout Drug Testing Services.

Voluntary Admittance: All employees who feel they have a problem with controlled substances and/or alcohol may request voluntary admission to the rehabilitation program. Requests must be submitted through the Department Head to the Director of Human Resources for review. **The safety-sensitive employee will pay rehabilitation plan development costs and any other treatment plan costs.** The City shall have sole discretion in determining any financial contribution to assist the employee. An employee failing to complete the program within the prescribed time allowed will be subject to termination from employment. An employee completing a rehabilitation program must agree to sign a Return-To-Duty Agreement, pass a return-to-duty controlled substance and/or alcohol test and be subject to unannounced follow-up testing for 36 months following return to duty. A positive result on the return-to-duty test or on the unannounced follow-up tests within a 36-month period will result in termination from employment. A positive follow-up test after 36 months may result in termination or additional rehabilitation at the City's sole discretion.

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

D. NOTIFYING THE CITY OF CRIMINAL DRUG CONVICTION

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

E. PROPER APPLICATION OF THE POLICY

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

F. TESTING FOR PROHIBITED SUBSTANCES

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

Testing shall be conducted in a manner to assure a high degree of accuracy and reliability and using techniques, equipment, and laboratory facilities, which have been approved by the United States Department of Health and Human Services (DHHS). All testing will be conducted consistent with the procedures put forth in the Department of Transportation guidelines. Testing may be conducted by a mobile unit, which meets the requirements of DHHS.

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

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

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

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

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

Pre-Employment Testing

All Applicants for safety-sensitive classifications shall undergo urine controlled substance testing prior to employment. Receipt of satisfactory test results is required prior to employment and failure of a controlled substance test will disqualify the applicant from further consideration for employment.

Reasonable Suspicion Testing

All safety-sensitive employees will be subject to urine and/or breath testing when there is a reason to believe that controlled substances or alcohol use is adversely affecting job performance. A reasonable suspicion referral for testing will be made on the basis of documented objective facts and circumstances, which are consistent with the effects of substance abuse. Examples of reasonable suspicion include, but are not limited to, the following:

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

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

Post-Accident Testing

Safety-sensitive employees will be required to undergo controlled substance and/or breath alcohol testing if they are involved in an accident with a City vehicle that results in a fatality. This includes all safety-sensitive employees who are on duty in the vehicles and any other whose performance could have contributed to the accident. In addition, a post-accident test will be conducted when the employee is cited for a moving violation and (i) any involved vehicle requires towing from the scene or (ii) any person involved requires medical treatment away from the scene of an accident.

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

Random Testing

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

Return-to-Duty Testing

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

Employee Requested Testing

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

G. EMPLOYEE ASSESSMENT

Any safety-sensitive employee who tests positive for the presence of controlled substances or whose breath alcohol concentration is above the minimum thresholds set forth in the Department of Transportation guidelines will be assessed by a Substance Abuse Professional (SAP). The SAP will evaluate each employee to determine what assistance, if any, the employee needs in resolving problems associated with prohibited substance abuse or misuse.

If a safety-sensitive employee is returned to duty following rehabilitation, he/she must agree to and sign a Return-To-Duty Agreement, pass a return-to-duty controlled substance and/or alcohol test and be subject to unannounced follow-up tests for a period of one to five years, as determined by the SAP. Referral to the Substance Abuse Professional (SAP) and any other recover treatment costs will be borne by the safety-sensitive employee. Employee will be immediately terminated on the occurrence of a second verified positive test result within 36 months and may be terminated or offered additional rehabilitation at the City's sole discretion after 36 months.

H. CONTINUOUS COMPLIANCE REQUIREMENTS

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

I. CONTACT PERSON

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

Title: Director of Human Resources
Address: 1201 Civic Center Boulevard, Yuba City, CA 95993
Telephone: (530)822-4610

J. DEFINITIONS

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

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

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

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

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

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

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

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

CITY – THE CITY OF YUBA CITY

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

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

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

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

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

(1) 25 ng/ml if immunoassay

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

Marijuana Metabolite (THC) (1)	15 ng/ml
Cocaine Metabolite (2)	150 ng/ml
Phencyclidine (PCP)	25 ng/ml
Opiates	
Morphine	300 ng/ml
Codeine	300 ng/ml
Amphetamines	
Amphetamine	500 ng/ml
Methamphetamine (3)	500 ng/ml

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

(2) Benzoyllecgonine

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

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

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

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

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

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

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

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

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

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

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

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

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

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

REFUSE TO SUBMIT (TO AN ALCOHOL AND/OR CONTROLLED SUBSTANCE TEST) – a safety-sensitive employee fails to provide an adequate breath or urine sample for testing without a valid medical explanation after that safety-sensitive employee received notice of the requirement to be tested, or engages in conduct that clearly obstructs the testing process (i.e., verbal declarations, obstructive behavior or physical absence resulting in the inability to conduct the test).

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

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

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

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

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

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

SUBSTANCE ABUSE PROFESSIONAL (SAP) – a licensed physician (Medical Doctor or Doctor of Osteopathy), or licensed or certified psychologist, social worker (with knowledge of, and clinical

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

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

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

SAFETY-SENSITIVE EMPLOYEE CLASSIFICATIONS AS OF AUGUST 1, 2006

Equipment Operator
Fleet Maintenance Supervisor
Lead Mechanic
Maintenance Supervisor – Water/Sewer
Maintenance Supervisor – Streets
Mechanic
Parks Maintenance Supervisor
Parks Maintenance Workers I, II, III (only those who have a commercial Drivers License)
Plant Maintenance Mechanic (See note 3)
Public Works Maintenance Workers I, II, III
Recreation Supervisor I/II
Senior Arborist
Senior Plant Maintenance Mechanic (See note 3)
Streets Maintenance Supervisor
Sweeper Operator
Temporary Positions that require a commercial drivers license

NOTE:

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

**CITY OF YUBA CITY
CATASTROPHIC ILLNESS AND INJURY DONATION PLAN**

Purpose

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

Plan Guidelines

1. Regular and probationary employees who are on an approved leave of absence (in accordance with Human Resources Rules 2.11 (B) or (D)) may receive donated hours of vacation, sick leave, or compensatory time off (CTO) from other employees.

2. Employees seeking donations of time shall submit a written request to the Human Resources Department stating the reason(s) for the request. The Director of Human Resources shall review requests. Each request shall be evaluated solely on its merits. If approved, the Director of Human Resources will initiate efforts to notify City employees of the request for the donation of hours. The name of the employee will be identified but the City will not release confidential medical information.

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

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

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

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

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

COUNSELING MEMO POLICY

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

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

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

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

CITY OF YUBA CITY
STAFF REPORT

Date: September 16, 2014
To: Honorable Mayor & Members of the City Council
From: Administration
Presentation By: Steven C. Kroeger, City Manager

Summary

Subject: “Employment Agreements” setting the terms and conditions of employment for the City Manager and the following Executive Services Employees: Police Chief, Fire Chief, Finance Director, Public Works Director, Community Development Director, Parks & Recreation Director, Economic Development Manager, Assistant to the City Manager, and Human Resources Director.

Recommendation:

- a. Authorize the Mayor to sign the City Manager “Employment Agreement”.
- b. Authorize the City Manager to amend existing “Employment Agreements” with Executive Services Employees to transition out the furlough program, transition in Employee contributions to CalPERS, and add two (2) floating holidays. Affected positions: Police Chief, Fire Chief, Finance Director, Public Works Director, Community Development Director, Parks & Recreation Director, Economic Development Manager, Assistant to the City Manager, and Human Resources Director.
- c. Adopt a supplemental appropriation of \$20,450 to the FY 2014/2015 adopted budget.
- d. Adopt a Resolution approving the Executive Service Employee contribution toward retirement benefits.
- e. Adopt a “clean up” Resolution approving salary ranges for the Community Development Director and Human Resources Director.

Fiscal Impact: An increase in cost of \$40,900 for FY 2014/2015 and \$86,200 for FY 2015/2016.

Background:

Existing Executive Service Employment Agreements set forth the terms and conditions of employment. It is proposed that these agreements be amended to reflect the recent changes that were agreed upon with the City Mid-Management group; specifically, the transitioning out the furlough program, transitioning in Employee contributions to CalPERS, and addition of two (2) floating holidays. The City’s Executive Service Employees include: 1) Police Chief, 2) Fire Chief, 3) Finance Director, 4) Public Works Director, 5) Community Development Director, 6)

Parks & Recreation Director, 7) Economic Development Manager, 8) Assistant to the City Manager, and 9) Human Resources Director.

The City Manager's Employment Agreement is a separate agreement from the standardized Executive Service Employee Agreement. The proposed City Manager Employment Agreement is based upon the Employment Agreement between the City and the previous City Manager, Steven R. Jepsen. It has been updated to include reference to Section 2-2.08 of the Yuba City Municipal Code, which addresses City Manager relations with the City Council. This appears as Section 14 of the agreement.

Both the City Manager and Executive Service Employees serve in "at will" positions, as the terms and conditions reflect. Executive Service Employees serve at the pleasure of the City Manager. The City Manager serves at the pleasure of the City Council.

Analysis:

The amended terms and conditions of employment for Executive Service reflect the recently finalized Mid-Manager Letter of Understanding, specifically:

1. Transitions out the furlough program by providing for a reduction to a 5% furlough in FY 14/15 and elimination of the furlough in FY 15/16.
2. Transitions in employee contributions toward CalPERS retirement benefits by providing for a 4% (3.5% if 2% @ 55 retirement formula)/4.5% of salary contribution in FY14/15 and an additional 4% (3.5%)/4.5% of salary contribution in FY 15/16 (resulting in an 8% contribution (7% for those at 2% @ 55 retirement formula) for non-safety employees and a 9% contribution for safety employees).
3. Includes two (2) additional floating holidays.
4. Provides that Executive Service employees will continue to pay 20% of the total medical premium and the City will pay 80%.

Besides the above listed items, there are no other benefit or salary changes to the employee agreements. All department head specific provisions that exist in current agreements will carry over to new employment agreements. To implement the payment towards their retirement benefits the City Manager and Executive Services employees are required to sign a letter agreeing to pay towards their retirement benefits.

The City Manager Employment Agreement reflects the above provisions except for the fact that the incumbent has been paying a 4% retirement contribution and been on 5% furlough (versus 10%) since November 2013. The term of the agreement is September 16, 2014 through December 31, 2017.

With the exception of the Community Development Director and Human Resources Director positions, Executive Team's salaries are in a range format (instead of salary step format). The Executive Team is not part of the merit based salary step increases like bargaining unit employees. The Executive Team receives salary increases at the discretion of the City Manager, which may result in a salary increase less than 5% or not all. Over time, resolutions regarding Executive Team positions have gone before City Council and salary ranges have been established for respective classifications. This resolution will "clean up" these last two classifications and provide a salary range for both classifications. Changing the salary steps into a range for the Community Development Director and Human Resources Director does not result in any increase in pay or changes in the current top or bottom step.

Alternatives:

1. Authorize with amendments
2. Do not authorize

Fiscal Impact:

The proposed changes will result in a net increase in cost of \$40,900 for FY 2014/2015 and \$86,200 for FY 2015/2016 (breakdown of costs provided in Attachment 3).

Other year 2 costs include potential increases in the cost of health insurance and increases in CalPERS contributions per the City's actuarial report for FY 2015/2016.

The FY 2014/2015 budget adopted by the City Council on June 3, 2014 included the existing 10% furlough and the City paying 100% of the Executive Services' share of CalPERS contributions. To effect the proposed changes, a supplemental appropriation of \$20,450 is requested as part of City Council's approval of these agreements.

Recommendation:

Authorize the Mayor to sign the Employment Agreement with the City Manager setting the terms and conditions of his employment. Authorize the City Manager to amend existing Employment Agreements with Executive Services Employees to transition out the furlough program, transition in Employee contributions to CalPERS, and add two (2) floating holidays.

Attachments:

- Attachment 1: City Manager agreement
- Attachment 2: Executive Services model agreement (as amended)
- Attachment 3: Cost impact of Employment Agreement Terms
- Attachment 4: Cost Sharing Letter
- Attachment 5: Cost Sharing Resolution
- Attachment 6: "Clean up" Salary Range Resolution

Prepared and Submitted By:

[/s/ Natalie Walter](#)

Natalie Walter
Human Resources Director

[/s/ Steven C. Kroeger](#)

Steven C. Kroeger
City Manager

Reviewed By:

Finance:

[RB](#)

City Attorney

[TH](#)

ATTACHMENT 1

Employment Agreement between the City of Yuba City and Steven C. Kroeger

This Agreement is made and entered into on September 16, 2014, by and between the City of Yuba City, California, a general law city, (herein called "the Employer") and Steven C. Kroeger (hereinafter called "Employee") with respect to employment as the City Manager of Yuba City, California. This Agreement supersedes and replaces the previous Agreement between the City of Yuba City and Steven C. Kroeger dated November 16, 2013. This contract is not meant to supersede any State laws.

Section 1: Duties and Authority

Employer agrees to employ Steven C. Kroeger as City Manager to perform the functions and duties specified in Section 2-2.07 of the Yuba City Municipal Code. Employee shall hold the appointed office as City Manager at will and at the pleasure of the City Council and may be terminated at any time with or without cause by the City Council. Employee understands that he has no constitutionally protected property or other interest in his employment as City Manager.

Section 2: Term

The term of this Agreement shall be from September 16, 2014 through December 31, 2017, or the date of earlier termination in accordance with provisions in this Agreement. City's election not to renew the Agreement shall not entitle Employee to severance as provided in Section 8 of this Agreement. This Agreement shall automatically be renewed for one year unless notice is given at least six months before the expiration date or the Agreement is replaced and/or amended by mutual agreement of both parties in the future.

In the event the Agreement is not renewed, all compensation, benefits and requirements of the Agreement shall remain in effect until the expiration of the term of the Agreement unless Employee voluntarily resigns. The Employee acknowledges he serves in the position of City Manager at the discretion of the City Council and may be terminated at any time and prior to the expiration of the term of this Agreement. In the event that the Employee is terminated, as defined in Section 8 of this Agreement, the Employee shall be entitled to severance as provided for in Section 9 of this Agreement.

Section 3: Compensation

Base Salary: Employer agrees to pay Employee an annual base salary of \$192,780 as the City Manager.

Employee shall be subject to 5% furlough along with cost sharing 4% of Employer's share of PERS until June 30, 2015. Effective July 1, 2015, or when the related PERS contract amendment is established (whichever occurs later), Employee will cost share 8% of Employer's share of PERS and the furlough will cease.

Compensation shall be payable in installments at the same time that the other Executive Management employees of the Employer are paid.

Section 4: Health, Disability and Life Insurance Benefits

1. The Employer agrees to provide for comprehensive medical insurance and

vision/dental on a pre-tax basis for the Employee and his dependents equal to that which is provided to all other Executive Management employees of the Employer.

2. The split for medical costs shall be 80%/20% between the City and the Employee, with the City paying 80% of the total premium cost and the Employee paying 20%. The contribution shall be based on the lowest cost health plan available to the majority of City employees and is subject to Section 8.2.
3. Employee shall pay the same premium amount of the City's dental and vision plan as provided to all other Executive Management employees of the Employer.
4. Cash-in-lieu payments of medical insurance shall be calculated in the same manner as all other City employees.
5. Life insurance benefit amount of \$50,000 shall be maintained for Employee.

Section 5: Vacation, Leave, and Holidays

The Employee shall accrue sick leave and vacation at the rate provided to all other miscellaneous employees of the Employer.

The Employee is entitled to accrue all unused sick leave, without limit, and vacation leave accrual shall have the limits as set forth in the Personnel Rules and Regulations. In the event the Employee's employment is terminated, either voluntarily or involuntarily, the Employee shall be compensated for all accrued vacation time, all paid holidays, executive leave, and other benefits to date.

The Employee shall annually be credited with eighty (80) hours of administrative leave.

Up to forty (40) hours of unused leave time may be converted annually to compensation at the discretion of the Employee. At the end of each calendar year, the Employee may cash out a maximum of 40 hours to be paid in the first pay period of the succeeding calendar year, and/or may carry over their unused balance up to 40 hours, subject to following limitations. Employee shall be allowed to carry over unused administrative leave to the next calendar year, subject to a maximum carry over balance of 80 hours.

Two (2) floating holidays per fiscal year shall be provided which must be used during the fiscal year. These two floating holidays have no cash value and may not be carried over to a subsequent fiscal year.

Holidays with pay will be provided as outlined in Section 2.10 of the City's Personnel Rules and Regulations.

Section 6: Retirement

1. The Employer agrees to enroll the Employee into the Public Employee Retirement System (PERS) and to make all the appropriate contributions on the Employee's behalf, for both the Employer and Employee share required and is subject to Section 8.2.

2. The City shall pay and report 100% of the Employer payment of member contributions (EPMC) to PERS as additional compensation for retirement purposes only and is subject to Section 8.2.
3. Employee shall cost share 4% of Employer's contribution towards PERS. Effective July 1, 2015, or when the related PERS contract amendment is established (whichever occurs later), Employee will cost share 8% of Employer's share of PERS.
4. Employee shall receive a City contribution of two (2) percent of Employee's annual salary paid into a City of Yuba City deferred compensation plan.

The dollar value of this contribution may be used at the Employee's option, to purchase service from another qualified plan.

5. In addition to the Employer's payment to the state or local public retirement system (as applicable) referenced above, Employer agrees to execute all necessary Agreements provided by ICMA Retirement Corporation or other Section 457 deferred compensation plan for Employee's participation in said supplementary retirement plan.
6. If the Employee retires from the City, the Employee shall have the "Employee Only" medical premium paid by the City until such time as the Employee is eligible to receive Medicare. If the Employee receives a disability retirement, this benefit is not available.

The amount of premium paid by the City will be determined each year by what the City's maximum health insurance contribution is for "Employee Only" for First Level Managers. The retiree will be responsible for paying the difference based on the City's contribution. If the retiree selects a health plan that costs less than the City's contribution, he will not be eligible to receive the cash difference. All premium contributions must be received one month in advance and it is the responsibility of the retiree to ensure that the City receives the payment. Failure to pay the retiree's contribution in a timely manner may result in the loss of the benefit.

Section 7: General Business Expenses

1. Employer agrees to budget for and to pay for professional dues and subscriptions of the Employee necessary for continuation and full participation in ICMA and one other professional organization necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the Employer.
2. Employer agrees to budget for and to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for Employer including, but not limited to, the ICMA Annual Conference, and/or the California League of Cities.
3. The Employer shall provide Employee with a cell phone required for the Employee to perform the job and to maintain communication. Usage of cell

phone shall be in accordance with the City's policy on cell phone usage.

4. The Employer shall provide the Employee with an automobile allowance of \$400 per month to provide compensation for auto use within the Yuba-Sutter-Sacramento region. Mileage reimbursement will only be paid outside a 50 mile radius of Yuba City for City business. The auto allowance will be reviewed annually for adjustments based on use and cost. Any change in auto allowance rate will require an amendment to this Agreement.

Section 8: Termination

For the purpose of this Agreement, termination shall occur when:

1. The City Council, by a three-fifths vote, terminates the Employee as the City Manager at a duly authorized public meeting.
2. If the Employer reduces the base salary, compensation or any other benefit of the Employee, unless it is applied in no greater percentage than the average reduction of all Executive Management employees, such action shall constitute a breach of this Agreement and will be regarded as a termination.
3. If the Employee resigns following a formal offer to accept resignation by three members of the City Council, then the Employee may declare a termination as of the date of the resignation offer.

Section 9: Severance

Severance shall be paid to the Employee when the Employee is terminated as defined in Section 8.

If the Employee is terminated, the Employer shall provide a minimum severance payment equal to six months' salary at the current rate of pay. This severance shall be paid in lump sum unless otherwise agreed by the Employer and the Employee.

The Employee shall also be compensated for accrued sick leave in accordance with the Personnel Rules and Regulations, vacation time, all paid holidays, and administrative leave. The Employer agrees to make a contribution to the Employee's deferred compensation account, and PERS, based on the value of this compensation calculated using the rate ordinarily contributed on regular compensation. If the amount of the contribution exceeds the deferred compensation limit, the remainder shall be paid to the Employee in a lump sum as taxable compensation.

For a minimum period of six months following termination, the Employer shall pay the cost to continue the following benefits:

- a) Health insurance for the Employee and all dependents as provided in Section 4.
- b) Employer shall take all necessary actions to insure continuation of benefits and service credits to PERS for the severance period.

Employee shall not be entitled to severance pay pursuant to this section if: a) the Employee voluntarily resigns, or b) the Employee is terminated for willful misconduct, malfeasance, dishonesty for personal gain, conviction of a misdemeanor involving

moral turpitude or conviction of a felony.

Pursuant to Government Code 53243.2, if the Employee is terminated, any severance or cash settlement related to the termination that the Employee receives from the City, shall be fully reimbursed to the City if the Employee is convicted of a crime involving an abuse of her office or position.

Section 10: Resignation

In the event that the Employee voluntarily resigns his/her position with the Employer, the Employee shall provide a minimum of 30 days notice unless the parties agree otherwise.

Section 11: Performance Evaluation

Employer shall annually review the performance of the Employee in September of each year starting in 2015 subject to a process, form, criteria, and format for the evaluation which shall be mutually agreed upon by the Employer and Employee. The process at a minimum shall include the opportunity for both parties to: (1) prepare a written evaluation, (2) meet and discuss the evaluation, and (3) present a written summary of the evaluation results. The final written evaluation should be completed and delivered to the Employee prior to October 31st of each year. Employer shall review Employee's salary and benefits as part of the performance evaluation process.

Section 12: Hours of Work

It is recognized that the Employee must devote a great deal of time outside the normal office hours on business for the Employer, and to that end Employee shall be allowed to establish an appropriate work schedule.

Section 13: Outside Activities

The employment provided for by this Agreement shall be the Employee's sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the Employer and the community, the Employee may elect to accept limited teaching, consulting or other business opportunities with the understanding that such arrangements shall not constitute interference with nor a conflict of interest with his responsibilities under this Agreement.

Section 14: Relations with City Council

As set forth in Section 2-2.08 of the Yuba City Municipal Code and the City Council's adopted "Rules of Decorum and Conduct", the City Council shall respect the City Manager's administrative authority to faithfully implement the City Council's direction. The City Council and its members shall deal with the administrative services of the City only through the City Manager and neither the City Council nor any member thereof shall give orders to any subordinates of the City Manager, except that this limitation and prohibition does not apply to the City Council's relations with the City Attorney. No individual Councilmember shall give any orders or instructions to the City Manager. The City Council shall instruct the City Manager in matters of policy. Any action, determination or omission of the City Manager shall be subject to review by the City Council.

Section 15: Indemnification

Beyond that required under Federal, State or Local Law, Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as City Manager or resulting from the exercise of judgment or discretion in connection with the performance of program duties or responsibilities, unless the act or omission involved willful or wanton conduct. The Employee may request and the Employer shall not unreasonably refuse to provide independent legal representation at Employer's expense and Employer may not unreasonably withhold approval. Legal representation, provided by Employer for Employee, shall extend until a final determination of the legal action including any appeals brought by either party. The Employer shall indemnify Employee against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorneys fees, and any other liabilities incurred by, imposed upon, or suffered by such Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of his or her duties. Any settlement of any claim must be made with prior approval of the Employer in order for indemnification, as provided in this Section, to be available. Pursuant to Government Code 53243.1, if any City funds are provided for the legal criminal defense, said funds shall be fully reimbursed to the City if the Employee is convicted of a crime involving an abuse of his office or position.

Section 16: Bonding

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 17: Other Terms and Conditions of Employment

The Employer, only upon Agreement with Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Yuba City Municipal Code or any other law.

Section 18: Notices

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service.

Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 19: General Provisions

1. This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. 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 a part of this Agreement.
2. Binding Effect. This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.
3. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.
4. Effective Date. This Agreement shall become effective on September 16, 2014.

Dated: _____

Steven C. Kroeger
City Manager

Dated: _____

Kash Gill
Mayor

Attest:

Approved as to Form:

Terrel Locke, City Clerk

Timothy P. Hayes, City Attorney

ATTACHMENT 2

Employment Agreement between the City of Yuba City and _____ (Name) _____

This Agreement made and entered into on , September 16, 2014, by and between the City of Yuba City, California, a general law city, (herein called “the Employer”) and _____ (Name) _____ (hereinafter called “Employee”) with respect to employment as the _____ (Title) _____ for Yuba City, California.

Section 1: Term

The term of this agreement shall be ongoing unless notice that the Agreement shall terminate is given or the Agreement is replaced or amended by mutual agreement of both parties in the future. The employee acknowledges he/she serves in the position of _____ (Title) _____ at the discretion of the City Manager.

Section 2: Duties and Authority

Employer agrees to employ _____ (Name) _____ as _____ (Title) _____ to perform the functions and duties specified in the City’s job description for this position. Employee shall hold the appointed office at will and at the pleasure of the City Manager. The Employee understands that he/she has no constitutionally protected property or other interest in this employment.

Section 3: Compensation

Base Salary: Employer agrees to pay Employee an annual base salary of \$_____ with an hourly rate of \$_____, with annual adjustments based on performance and/or market comparisons at the discretion of the City Manager and City Council. The annual base salary does not take into consideration furlough programs or any other changes in compensation (increase or decrease) which would be subject to negotiation.

Compensation shall be payable in installments at the same time that the other Executive Management employees of the Employer are paid.

Effective in the first full pay period following the CalPERS contract amendment for cost sharing of 4% or 3.5% (miscellaneous, percentage dependent on retirement formula) or 4.5% (safety) of the employer contribution rate, the 10% furlough shall be reduced to 5%. Effective July 1, 2015 or upon CalPERS approval of the contract amendment, whichever occurs later, for cost sharing of 8% or 7% (miscellaneous, percentage dependent on retirement formula) or 9% (safety) of the employer contribution rate, the furlough program shall cease. The City Manager will have discretion to set the work schedule for the Executive Staff’s Furlough Program on a collective or individual basis as reasonable and necessary to serve the public.

In the event that there are other wage reductions or furlough programs implemented, the same conditions that are applied to other bargaining units and management

organizations may also be implemented for the (Title) after discussion with the City Manager.

Section 4: Health, Disability and Life Insurance Benefits

1. The Employer agrees to provide for comprehensive medical insurance and vision/dental on a pre-tax basis for the Employee and his/her dependents equal to that which is provided to all other General employees of the Employer.
2. The split for medical costs shall be 80%/20% between the City and the Employee, with the City paying 80% of the total premium cost and the Employee paying 20%. The contribution shall be based on the lowest cost health plan available to the majority of City employees.
3. Employee shall pay the same premium amount of the City's dental and vision plan as provided to all other employees.
4. Cash-in-Lieu payments of medical insurance shall be calculated as outlined below.

Cash-in-Lieu payments are when an employee reduces the level of health care coverage rather than the entire coverage. 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 Cash-in-Lieu benefit.

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.

Cash-in-Lieu of medical insurance payments to employees electing to forego health insurance coverage will be based on the below percentage of the current lowest cost health plan available to the majority of City employees (this amount is subject to change based on the City's negotiations with bargaining units):

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

5. Life insurance benefit amount of \$50,000 shall be maintained for the Employee.

Section 5: Vacation and Leave

The Employee shall accrue sick leave and vacation at the rate provided to all other General Employees of the Employer.

The Employee is entitled to accrue all unused sick leave, without limit, and vacation leave accrual shall have the limits as set forth in the Personnel Rules and Regulations. In the event the Employee's employment is terminated, either voluntarily or involuntarily, the Employee shall be compensated for all accrued vacation time, all paid holidays, executive leave, and other benefits to date.

The Employee shall annually be credited with eighty (80) hours of administrative leave per year.

Up to forty (40) hours of unused leave time may be converted annually to compensation at the discretion of the employee. At the end of each calendar year, the Employee may cash out a maximum of 40 hours to be paid in the first pay period of the succeeding calendar year, and/or may carry over their unused balance up to 40 hours, subject to following limitations. Employees shall be allowed to carry over unused administrative leave to the next calendar year, subject to a maximum carry over balance of 80 hours.

Effective with the LOU approval, two (2) floating holidays per fiscal year shall be provided which must be used during the fiscal year. These two floating holidays have no cash value and may not be carried over to a subsequent fiscal year.

Section 6: Retirement

1. The Employer agrees to enroll the Employee into the Public Employee Retirement System (PERS) and to make all the appropriate contributions on the Employee's behalf, for both the Employer and Employee share required.
2. All retirement terms shall be in accordance with the Mid-Manager Letter of Understanding, Article 2, which includes the cost sharing provisions. In 2014, the Employee shall cost share 4% (4.5%) towards the employer contribution rate. In 2015, the Employee shall cost share 8% (9%) towards the employer contribution rate.
3. The City shall pay 100% of the Employee's contributions to PERS. The City shall report 100% of the employer payment of member contributions (EPMC) to PERS as additional compensation for retirement purposes only.
4. Employee shall receive a monthly City contribution of \$200 paid into a City of Yuba City deferred compensation plan.
5. In addition to the Employer's payment to the state or local public retirement system (as applicable) referenced above, Employer agrees to execute all necessary agreements provided by ICMA Retirement Corporation or other Section 457 deferred compensation plan for Employee's participation in said supplementary retirement plan.

6. If the Employee retires from the City, has at least five years of City service, and is of full retirement age (55 for miscellaneous and 50 for public safety) the Employee shall have the "Employee Only" medical premium paid by the City until such time as the employee is eligible to receive Medicare. If the Employee receives a disability retirement, this benefit is not available.

The amount of premium paid by the City will be determined each year by what the City's maximum health insurance contribution is for "Mid-Manager" Employees. The retiree will be responsible for paying the difference based on the City's contribution. The retiree health care plan is separate from the employee health care plan which will result in a difference in premiums between the two plans. The cost of health care, if any, beyond the normal single employee health care contribution by the City will be the responsibility of the Employee. If the retiree selects a health plan that costs less than the City's contribution, they will not be eligible to receive the cash difference. All premium contributions must be received one month in advance and it is the responsibility of the retiree to ensure that the City receives the payment. Failure to pay the retiree's contribution in a timely manner may result in the loss of the benefit.

Section 7: General Business Expenses

1. Employer agrees to budget for and to pay for professional dues and subscriptions of the Employee necessary for continuation and full participation in two professional organizations necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the Employer.
2. Employer agrees to budget for and to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for Employer.
3. The Employer shall provide Employee with a cell phone required for the Employee to perform the job and to maintain communication. Usage of cell phone shall be in accordance with the City's policy on cell phone usage.

Section 8: Termination

For the purpose of this Agreement, termination shall occur when:

1. The City Manager terminates the Employee with or without cause.
2. The Employer reduces the base salary, compensation or any other benefit of the Employee, unless it is applied in no greater percentage than the average of all

Executive Management. Such action shall be considered a breach of this agreement and will be regarded as termination.

3. If the Employee resigns following a formal offer to accept resignation by the City Manager, then the Employee may declare a termination as of the date of the resignation offer.

Section 9: Severance

Severance shall be paid to the Employee when the Employee is terminated as defined in Section 8.

If the Employee is terminated, the Employer shall provide a minimum severance payment equal to three months' salary at the current rate of pay. This severance shall be paid in lump sum unless otherwise agreed by the Employer and the Employee.

The Employee shall also be compensated for accrued sick leave in accordance with the Personnel Rules and Regulations, vacation time, all paid holidays, and administrative leave.

For a minimum period of three months following termination, the Employer shall pay the cost to continue the following benefits:

- a) Health insurance for the Employee and all dependents as provided in Section 4.
- b) Employer shall take all necessary actions to insure continuation of benefits and service credits to PERS for the severance period.

Employee shall not be entitled to severance pay pursuant to this section if: a) the Employee voluntarily resigns, or b) the Employee is terminated for willful misconduct, malfeasance, dishonesty for personal gain, conviction of a misdemeanor involving moral turpitude or conviction of a felony.

Pursuant to Government Code 53243.2, if the Employee is terminated, any severance or cash settlement related to the termination that the Employee receives from the City, shall be fully reimbursed to the City if the Employee is convicted of a crime involving an abuse of her office or position.

Section 10: Resignation

In the event the Employee voluntarily resigns their position with the Employer, the Employee shall provide a minimum of two (2) weeks' notice, unless the parties agree otherwise.

Section 11: Performance Evaluation

Employer shall annually review the performance of the Employee in April/May of each year. The evaluation process, form, criteria, and format for the evaluation shall be mutually agreed upon by the Employer and Employee. At a minimum the evaluation shall include the opportunity for both parties to: (1) prepare a written evaluation, (2) meet and discuss the evaluation, and (3) present a written summary of the evaluation results. The final written evaluation should be completed and delivered to the Employee within 30 days of the evaluation meeting.

Section 12: Hours of Work

It is recognized that the Employee must devote a great deal of time outside the normal office hours on business for the Employer, and to that end Employee shall be allowed to establish an appropriate work schedule.

Section 13: Outside Activities

The employment provided for by this Agreement shall be the Employee's primary employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the Employer and the community, the Employee may, with City Manager approval, elect to accept limited teaching, consulting or other business opportunities with the understanding that such arrangements shall not constitute interference with nor a conflict of interest with his responsibilities under this Agreement.

Section 14: Indemnification

Beyond that required under Federal, State or Local Law, Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as _____ (*Title*) or resulting from the exercise of judgment or discretion in connection with the performance of program duties or responsibilities, unless the act or omission involved willful or wanton conduct. The Employee may request and the Employer shall not unreasonably refuse to provide independent legal representation at Employer's expense and Employer may not unreasonably withhold approval. Legal representation, provided by Employer for Employee, shall extend until a final determination of the legal action including any appeals brought by either party. The Employer shall indemnify employee against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney's fees, and any other liabilities incurred by, imposed upon, or suffered by such Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of his or her duties. Any settlement of any claim must be made with prior approval of the Employer in order for indemnification, as provided in this Section, to be available. Pursuant to Government Code 53243.1, if any City funds are provided for the legal criminal defense,

said funds shall be fully reimbursed to the City if the Employee is convicted of a crime involving an abuse of her office or position.

Section 15: Other Terms and Conditions of Employment

The Employer, only upon agreement with Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Yuba City Municipal Code or any other law.

Section 16: Notices

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service.

Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 17: General Provisions

1. This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. 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 a part of this agreement.
2. Binding Effect. This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.
3. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.
4. Effective Date. This Agreement shall become effective on September 16, 2014.

****Signatures continue on next page****

Dated: _____

(Name)
(Title)

Dated: _____

Steven C. Kroeger
City Manager

Attest:

Approved as to Form:

Terrel Locke, City Clerk

Timothy P. Hayes, City Attorney

DRAFT

ATTACHMENT 3

City of Yuba City
Impact of 2 Year Agreement

**Executive
Unit**

FY 14/15 - Year 1

Cost of 5% Furlough Restored	\$ 92,990
Savings from EEs Paying 4.0% or 4.5% of PERS	(52,116)
Year 1 Total Cost	<u>\$ 40,874</u>

FY 15/16 - Year 2

Cost of 5% Furlough Restored	\$ 92,990
Savings from EEs Paying 4.0% or 4.5% of PERS	(52,116)
Cost of 5% Furlough Restored	110,786
Savings from EEs Paying 4.0% or 4.5% of PERS	(65,479)
Year 2 Total Cumulative Cost	<u>\$ 86,181</u>

Grand Total Cost Impact-2 Year Total **\$ 127,055**

ATTACHMENT 4



September 8, 2014

***Sent via e-mail to all Executive Team members*

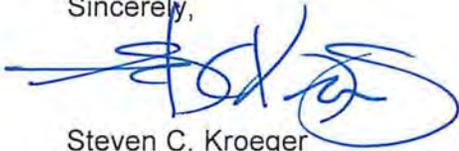
To All Executive Team members:

The intent of this letter is to memorialize recent verbal discussions surrounding the benefit changes affecting the Executive Team. As you know, recent changes to the Mid-Managers' benefit package have been negotiated regarding discontinuation of the current furlough program in exchange for employee contributions to CalPERS retirement. Correspondingly, the updated Executive Team contracts reflect these changes. Specifically,

- Effective with the CalPERS contract amendment for 2014, all classic miscellaneous employees shall cost share 4% (or 3.5% if classic miscellaneous member has 2% at 55 retirement formula) towards the employer contribution rate and all classic safety employees shall cost share 4.5% towards the employer contribution rate.
- Effective in the first full pay period following the CalPERS contract amendment for cost sharing (4% or 3.5% for classic miscellaneous and 4.5% for classic safety towards the employer contribution rate), the 10% furlough shall be reduced to 5%.
- Effective July 1, 2015 or upon CalPERS approval of the contract amendment, whichever occurs later, all classic miscellaneous employees shall cost share 8% (or 7% if retirement formula is 2% at 55) towards the employer contribution rate and all classic safety employees shall cost share 9% towards the employer contribution rate.
- Effective in the first full pay period the CalPERS contract amendment for cost sharing of 8% or 7% (classic miscellaneous, percentage dependent on retirement formula) or 9% (classic safety) towards the employer contribution rate, the furlough program shall cease.
- New CalPERS members shall contribute towards their retirement benefits in accordance with PEPRA.
- For classic CalPERS members, the City shall pay 100% of the employee's contribution to CalPERS and continue to report 100% of the employer payment of member contributions to CalPERS as additional compensation for retirement purposes only.

Please have all members sign one copy of this letter acknowledging your understanding and agreement that these will affect the Executive Team and then return signed copies to me at your earliest convenience.

Sincerely,



Steven C. Kroeger
City Manager

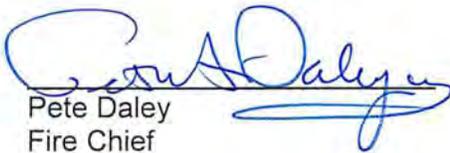
Executive Team Signatures:



Robin Bertagna
Finance Director



Aaron Busch
Community Development Director



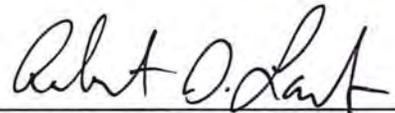
Pete Daley
Fire Chief



Darin Gale
Economic Development Manager



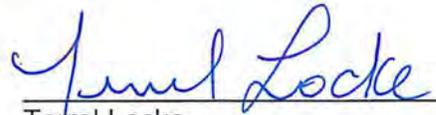
Steven C. Kroeger
City Manager



Robert Landon
Police Chief



Diana Langley
Public Works Director



Terrel Locke
Assistant to City Manager



Brad McIntire
Parks and Recreation Director



Natalie Walter
Human Resources Director

ATTACHMENT 5

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
APPROVING THE EXECUTIVE TEAM COST SHARING**

WHEREAS, the City recognizes the Executive Team's commitment to the City and its citizens while providing outstanding and dedicated service to all;

WHEREAS, City and all of the unrepresented Executive Team have acknowledged these cost-sharing changes within individual employment agreements, specifically:

- Effective with the CalPERS contract amendment for 2014, all classic miscellaneous employees shall cost share 4% (or 3.5% if classic miscellaneous member has 2% at 55 retirement formula) towards the employer contribution rate and all classic safety employees shall cost share 4.5% towards the employer contribution rate.
- Effective in the first full pay period following the CalPERS contract amendment for cost sharing (4% or 3.5% for classic miscellaneous and 4.5% for classic safety towards the employer contribution rate), the 10% furlough shall be reduced to 5%.
- Effective July 1, 2015 or upon CalPERS approval of the contract amendment, whichever occurs later, all classic miscellaneous employees shall cost share 8% (or 7% if retirement formula is 2% at 55) towards the employer contribution rate and all classic safety employees shall cost share 9% towards the employer contribution rate.
- Effective in the first full pay period the CalPERS contract amendment for cost sharing of 8% or 7% (classic miscellaneous, percentage dependent on retirement formula) or 9% (classic safety) towards the employer contribution rate, the furlough program shall cease.
- New CalPERS members shall contribute towards their retirement benefits in accordance with PEPRA.
- For classic CalPERS members, the City shall pay 100% of the employee's contribution to CalPERS and continue to report 100% of the employer payment of member contributions to CalPERS as additional compensation for retirement purposes only.

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

Approve the cost sharing Resolution for the affected Executive Team employees.

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

The forgoing Resolution of the City Council of the City of Yuba City was duly introduced, passed and adopted at a regular meeting thereof held on the 16th day of September 2014.

AYES:

NOES:

ABSENT:

Kash Gill, Mayor

ATTEST:

Terrel Locke, City Clerk

ATTACHMENT 6

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
AUTHORIZING THE DIRECTOR OF FINANCE TO UPDATE
THE SALARY SCHEDULE FOR THE DIRECTOR OF COMMUNITY DEVELOPMENT AND
DIRECTOR OF HUMAN RESOURCES**

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

SECTION I.

The salary schedule shall reflect the following salary modifications from salary steps to a range for the Director of Community Development and Director of Human Resources (Note: top line is monthly and bottom line is hourly):

FROM:

<u>JCN TITLE</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
8040 Director of Community Develop.	\$10,302 \$59.43	\$10,817 \$62.41	\$11,358 \$65.53	\$11,926 \$68.80	\$12,523 \$72.25
8010 Director of Human Resources	\$9,631 \$55.56	\$10,113 \$58.34	\$10,619 \$61.26	\$11,150 \$64.33	\$11,707 \$67.54

TO:

<u>JCN TITLE</u>	<u>Step 1</u>	<u>Step 5</u>
8040 Director of Community Develop.	\$10,302..... \$59.43.....	\$12,523 \$72.25
8010 Director of Human Resources	\$9,631..... \$55.56.....	\$11,707 \$67.54

SECTION II.

The Director of Finance is hereby authorized to amend the salary schedule to reflect the above salary ranges for the Director of Community Development and Director of Human Resources.

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 16th day of September 2014.

AYES:

NOES:

ABSENT:

Kash Gill, Mayor

ATTEST:

Terrel Locke, City Clerk

CITY OF YUBA CITY

City Council Reports

- Councilmember Buckland
- Councilmember Maan
- Councilmember Starkey
- Vice Mayor Dukes
- Mayor Gill

Adjournment