



## AGENDA

OCTOBER 7, 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

<b>MAYOR</b>	• Kash Gill
<b>VICE MAYOR</b>	• John Dukes
<b>COUNCILMEMBER</b>	• John Buckland
<b>COUNCILMEMBER</b>	• Tej Maan
<b>COUNCILMEMBER</b>	• Craig Starkey
<b>CITY MANAGER</b>	• Steven Kroeger
<b>CITY ATTORNEY</b>	• 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  
CITY OF YUBA CITY  
COUNCIL CHAMBERS  
OCTOBER 7, 2014  
5:00 P.M. – CLOSED SESSION  
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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](http://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](mailto: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, First Level Managers, and Public Employees Local No. 1, pursuant to Section 54957.6 of the Government Code

**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.     **Every Drop Counts Coloring Contest Winner**
  
2.     **Proclamation To Soroptimist International of Marysville-Yuba City in honor of their 85<sup>th</sup> Anniversary**

## **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.

## **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.

### **5. Minutes of September 16, 2014**

Recommendation: Approve the City Council Meeting Minutes of September 16, 2014.

### **6. Landscape Maintenance Agreement with Sutter Partners, LLC, 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 east of Harter Parkway in association with the Yuba City Toyota car dealership.

### **7. Administration of Patient Protection and Affordable Care Act (ACA)**

Recommendation: Adopt a Resolution approving the City's administration of the Patient Protection and Affordable Care Act

## **General Items**

### **8. Wastewater Treatment Facility Permit Exceedance Presentation**

Recommendation: Note and File Presentation.

### **9. Funding for Union Pacific Railroad Right-of-Way Environmental Investigation Activities**

Recommendation: a. Authorize the City Manager to amend the existing Professional Services Agreement between the City of Yuba City and Geosyntec Consultants of Rancho Cordova, CA, modifying the scope of work to include additional environmental investigation

activities within the Union Pacific Railroad Right-of-Way in the amount of \$50,000 with the finding that it is in the best interest of the City.

b. Authorize the Finance Director to make a supplemental appropriation of unallocated Road Fund in the amount of \$80,000 to Account No. 921184 (Union Pacific Phase 1 Site Assessment).

#### **10. SCADA Radio System Improvements**

Recommendation: a. Authorize the purchase of radio equipment and professional services to Tesco Controls in the amount of \$78,500 plus \$10,000 contingency with the finding it is in the best interest of the City.

b. Authorize the Chief Financial Officer to make supplemental appropriations of \$44,500 from Account No. 981105-65501 (Lift Station Improvements) to Account No. 8120-69201 (Equipment) & from Unallocated Water Reserve (Fund 517) to fund Water Treatment Operation Account No. 7120-69201 (Equipment)

#### **11. Classification Changes to positions within the Parks & Recreation and Community Development Departments**

Recommendation: Adopt a resolution consolidating the Recreation Supervisor Positions I, II and III into a two level series that is flexibly staffed and replace the Senior Planner position with a Principal Planner while authorizing the Director of Finance to amend the salary schedule as necessary to reflect the consolidations as outlined in the staff report.

#### **12. Organizational Changes within the Office of the City Manager and Department of Parks & Recreation**

Recommendation: a. Approve organizational changes as outlined in the staff report  
b. Adopt a Resolution Approving the Modification to the Salary Schedule and Compensation Plan for the Director of Community Services; Economic Growth and Public Affairs Manager; Parks, Recreation and Facilities Manager; and Approving the Reclassification of a Limited Term Part-time Administrative Clerk III to Executive Assistant to the City Manager

### **Business from the City Council**

#### **13. City Council Reports**

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

### **Adjournment**

**EVERY  
DROP  
COUNTS**

# 2014 COLORING CONTEST

The City of Yuba City invites students and classes throughout Yuba City to enter artwork in Yuba City's 2014 "Every Drop Counts" Coloring Contest. The contest is open to all Yuba City 1st – 6th grade students. Winners from each grade will receive individual prizes and a chance to win \$500 in sports equipment for their school.

The theme for the contest is "Every Drop Counts". As part of the project, students and teachers are encouraged to learn about and discuss the importance of water resources in our state and think about what role they play in protecting our water supply. Water facts and things to consider:



- The average Californian uses 80–100 gallons of water per day.
- How do individual actions affect the whole community & the communities' water supply?
- How do you use water on a daily basis?
- Small water conservation efforts by many individuals can have a cumulative impact, creating significant water savings.
- What role does water play in our community?
- What industries are most impacted by drought?
- What can kids do to conserve water?

All entries must be drawn horizontally (landscape) on 8 ½" x 11" paper. Entries must be postmarked no later than September 26, 2014. See page 2 for contest guidelines and rules. Contest prizes are sponsored by the Yuba City Youth Commission. One winner will be selected from each grade level 1st through 6th. Winners will be announced at the City Council Meeting on October 7th, 2014. For additional information visit: [www.YubaCityh2o.com](http://www.YubaCityh2o.com).

## PRIZES

1 WINNER (FROM EACH GRADE) WILL RECEIVE:

- ✓ A commemorative certificate presented by the Yuba City Mayor
- ✓ YC Parks & Recreation Voucher (October 2014–June 2015)
- ✓ Chance to win \$500 in sports equipment for their school





# Proclamation

of the City Council

## **SOROPTIMIST INTERNATIONAL OF MARYSVILLE-YUBA CITY 1929 - 2014**

**WHEREAS**, *Soroptimist International of Marysville-Yuba City is celebrating 85 years of service to the Yuba-Sutter community; and*

**WHEREAS**, *Soroptimist was formed in 1921 in Oakland California because women who were interested in volunteering in their communities were not permitted to join male service organizations, and while it's true that both men and women live in poverty, face discrimination and must overcome obstacles, throughout history—in every country in the world—women and girls face additional obstacles and discrimination solely because of their gender; and*

**WHEREAS**, *Soroptimist International is now a global volunteer movement working together to transform the lives of women and girls. A network of around 80,000 club members in 130 countries and territories works at a local, national and international level to educate, empower and enable opportunities for women and girls; and*

**WHEREAS**, *Soroptimist members serve our local community through numerous community projects and scholarships, as well as being part of international service projects; and*

**WHEREAS**, *Notable community projects include: 1947 providing food for the children's ward of London Hospital, England; 1956 set up a Flood Disaster Program after the 1955 Christmas Flood; 1968 planted 50 Cherry trees and 20 Japanese Maple Trees around Ellis Lake to replace trees given by the Japanese-American Citizen League that were uprooted by vandals during WWII; 1982 began long term service project upgrading and remodeling Casa Esperanza; 1995 contributed \$10,000 to the "SART" Sexual Assault Responses Team at Ride-out Hospital; and 2006 began the "Girls on the Run" program to teach self-esteem and life skills to girls aged 8-11.*

**NOW, THEREFORE, BE IT RESOLVED**, *that I, Kash Gill, Mayor of the City of Yuba City and on behalf of the entire City Council, congratulate the members of Soroptimist International of Marysville-Yuba City on their 85<sup>th</sup> anniversary of service to our community.*

Done this 7<sup>th</sup> day of October 2014, at the City of Yuba City, County of Sutter, State of California.

Kash Gill, Mayor

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](mailto: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.

**MINUTES (DRAFT)  
REGULAR MEETING OF THE CITY COUNCIL  
CITY OF YUBA CITY  
COUNCIL CHAMBERS  
SEPTEMBER 16, 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
- B. Conferred 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. Conferred with legal counsel regarding potential litigation pursuant to Government Code Section 54956.9(d)(4)-one potential case.
- D. Conferred 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**

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**

Councilmember Maan led the Pledge of Allegiance.

**Presentations and Proclamations**

**1. Domestic Violence Awareness Month Proclamation**

Mayor Buckland presented Rosa Zuniga of Casa Esperanza a Proclamation in honor of Domestic Violence Awareness Month October 2014

**Public Hearing**

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

Mayor Gill opened the Public Hearing, hearing no comment he closed the public hearing.

Councilmember Maan moved to approve the CAPER and authorize staff to submit the CAPER to the Department of Housing and Urban Development. Councilmember Starkey seconded the motion that passed with a unanimous vote.

### **Public Communication**

#### **3. Written Requests**

Two requests were received:

Mr. Preston Dickinson, AT&T External Affairs Liaison would like to introduce himself and his responsibilities to the Council and community

Dr. Larry Ozeran has requested time to speak regarding the Recology Yuba-Sutter Commercial Rate reduction approved 9/2/14

#### **4. Appearance of Interested Citizens - None**

### **Bid Openings**

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

Councilmember Starkey moved to 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. Councilmember Buckland seconded the motion that passed with a unanimous vote.

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

Councilmember Starkey moved to 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. Councilmember Maan seconded the motion that passed with a unanimous vote.

### **Consent Calendar**

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

#### **7. Minutes of September 2, 2014**

Approved 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**

Adopted **Resolution No. 14-066** 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**

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**

Authorized 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**

The following persons spoke:

Tracy Mitchell, Lloyd Mitchell, Lloyd Wise Company, Fairfield CA

Larry Ozeran, Northwest Yuba City CA

After discussion, Mayor Gill assigned himself and Vice-Mayor Gill to an Ad Hoc Committee to explore comprehensive options and bring back a report to Council in no later than 45 days.

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

Councilmember Maan moved to 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. Councilmember Dukes seconded the motion that passed with a unanimous vote.

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

Councilmember Starkey moved to:

- 1) Adopt **Resolution No. 14-067** approving a two year Memorandum of Understanding with the Police Officers' Association
- 2) Adopt **Resolution No. 14-068** 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.

Councilmember Dukes seconded the motion that passed with a unanimous vote.

**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**

Councilmember Dukes moved to:

- 1) Authorize the Mayor to sign the City Manager "Employment Agreement"
- 2) 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
- 3) Adopt a supplemental appropriation of \$20,450 to the FY 2014/2015 adopted budget.
- 4) Adopt **Resolution No. 14-069** approving the Executive Services contribution towards retirement benefits
- 5) Adopt **Resolution No. 14-070** approving salary ranges for the Community Development Director and Human Resources Director.

Councilmember Starkey seconded the motion that passed with a unanimous vote.

### **Business from the City Council**

#### **15. 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 7:08 p.m.

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Kash Gill, Mayor

Attest:

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Terrel Locke, City Clerk

CITY OF YUBA CITY  
STAFF REPORT

**Date:** October 7, 2014  
**To:** Honorable Mayor & Members of the City Council  
**From:** Public Works Department  
**Presentation by:** Diana Langley, Public Works Director

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**Summary**

**Subject:** Landscape Maintenance Agreement with Sutter Partners, LLC, for State Route 20 east 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 east of Harter Parkway in association with the Yuba City Toyota car dealership.

**Fiscal Impact:** None.

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**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 east of Harter Parkway in association with the Yuba City Toyota car dealership (see Exhibit A to Landscape Maintenance Agreement).

**Background:**

As part of the development of the new Yuba City Toyota car dealership, located on the south side of State Route 20 east 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 Sutter Partners, LLC, 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 Sutter Partners. If Sutter Partners 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 Sutter Partner'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 east of Harter Parkway in association with the Yuba City Toyota car dealership.

Prepared by:

Submitted by:

*/s/Diana Langley*

*/s/Steven C. Kroeger*

Diana Langley  
Public Works Director

Steven C. Kroeger  
City Manager

Reviewed by:

Finance

RB

City Attorney

TH

**AGREEMENT FOR LANDSCAPE MAINTENANCE  
ON STATE ROUTE 20 – SUTTER PARTNERS, LLC**

THIS AGREEMENT is made and entered into this 7<sup>th</sup> day of October, 2014, by and between Sutter Partners, LLC, 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 63-010-113, 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

SUTTER PARTNERS, LLC

BY \_\_\_\_\_

EXHIBIT A  
LEGAL DESCRIPTION

All that certain real property situate in the City of Yuba City, County of Sutter, State of California, being a portion of the Northeast one-quarter of Section 20, Township 15 North, Range 3 East, M.D.M., and being Lot 8 and a portion of Lot 7 of River Valley Commercial Center filed in Book 19 of Surveys at Page 100, Sutter County Recorder, described as follows:

Beginning at the Northeast corner of said Lot 8; thence South  $00^{\circ}02'15''$  West along the east line of said Lot 8 and a portion of Lot 7, a distance of 567.33 feet; thence West, a distance of 150.01 feet; thence North, a distance of 65.50 feet; thence West, a distance of 450.04 feet to a point on the easterly right-of-way line of Harter Parkway; thence North  $00^{\circ}02'15''$  East 11.45 feet; thence North  $29^{\circ}56'25''$  West 12.01 feet; thence North  $00^{\circ}02'15''$  East 57.22 feet; thence North  $03^{\circ}06'10''$  East 230.15 feet; thence North  $00^{\circ}02'15''$  East 188.32 feet to a point on the Southerly right-of-way boundary of California State Highway No. 20; thence along said Southerly right-of-way boundary of Hwy 20, and the North line of said Lot 8, North  $89^{\circ}33'16''$  East 593.80 feet to the point of beginning and containing 7.087 acres.

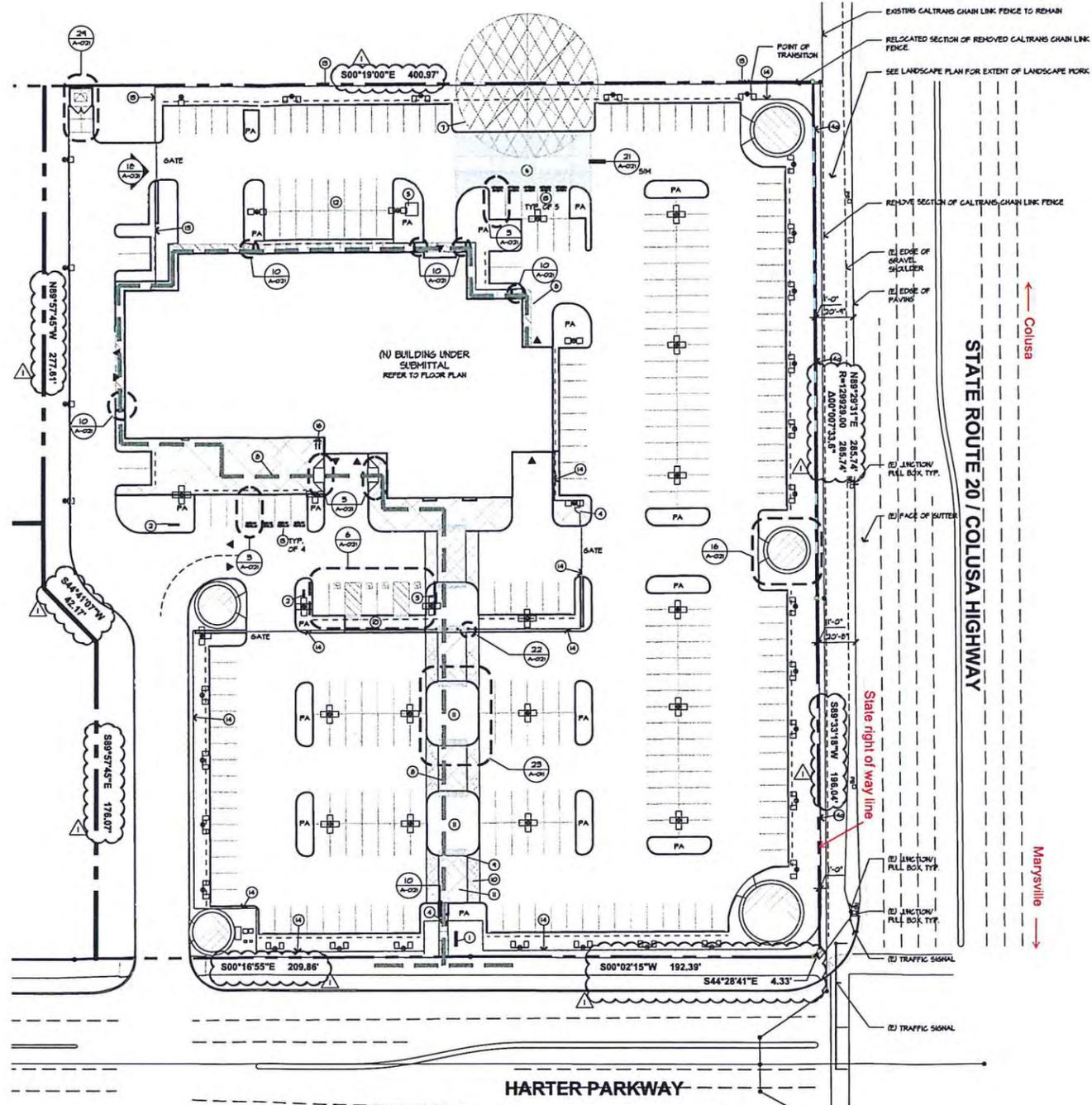
End of Description

EXHIBIT B  
STATE AGREEMENT

**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
<b>New Parking Stalls</b>	48.0		
Customer Parking		20.0	4.00000
Employee/In-Service Parking		60.0	5.00000
Display/Storage Parking	NR	199.0	
<b>Total Parking Stalls:</b>		<b>279.00</b>	
<b>Total Fuel Efficient Stalls Required (CalGreen Table AS.106.5.1.1)</b>			<b>9.00000</b>
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.
- PERMITS:**
- 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" VANDERPOOL'S 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' x 22')
- TRIANGULATED CORNERS
- 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**

Revision	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**

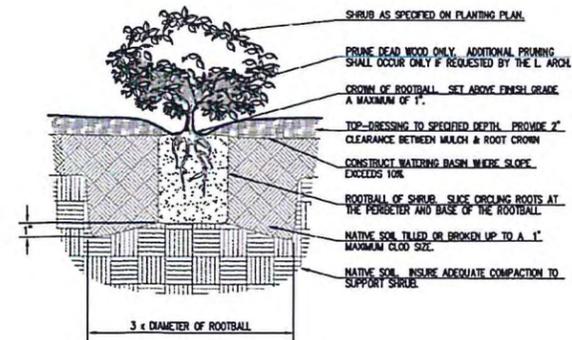
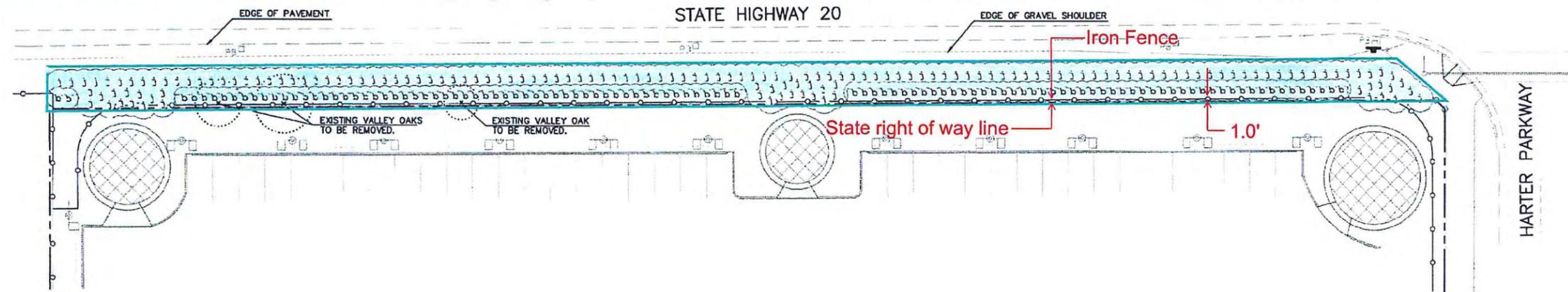
SYMBOL	BOTANIC NAME/COMMON NAME	SIZE	QUANTITY
BAP	b BACCHARIS P. "TWIN PEAKS"/DWF. COYOTE BRUSH	1 GALLON	108
JNB	3 JUNIPERUS SABINA "BROADMOOR"/PROSTRATE JUNIPER	1 GALLON	154

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. #1009



STATE ROUTE 20/HARTER PARKWAY  
 ENCROACHMENT PERMIT

**PLANTING PLAN**

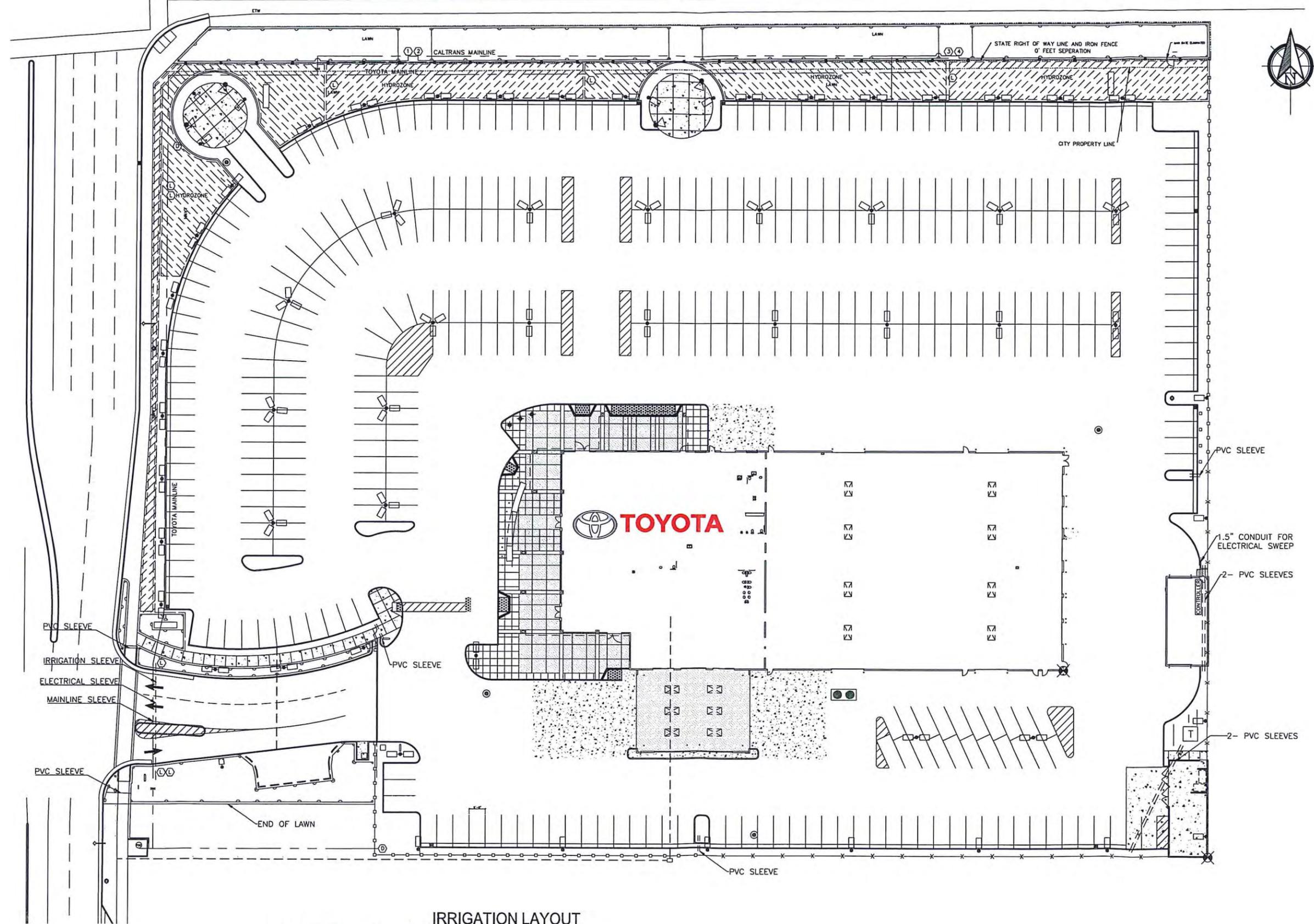
1"=20'-0"

SHRUB PLANTING  
 DETAIL A

PLANTING PLAN



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



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

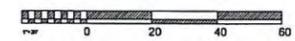
**IRRIGATION LAYOUT**  
**YUBA CITY TOYOTA DEALERSHIP**  
 HARTER PARKWAY/HWY 20

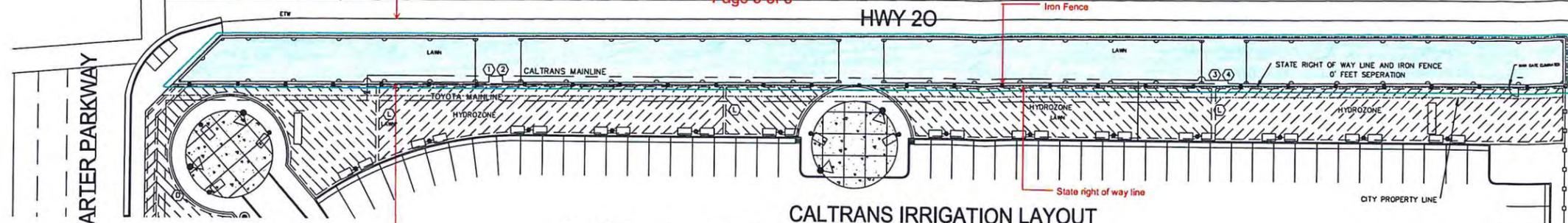
DRAWN BY: BARROW'S LANDSCAPING  
 DESIGN BY: K. BARROW  
 CONTRACTOR'S LIC. # 428593 C-27  
 PHONE: (530) 744-9600  
 FAX: (530) 711-9500



SCALE 1"=20'  
 JULY 2013

IRRIGATION LAYOUT  
 SCALE 1"=20'

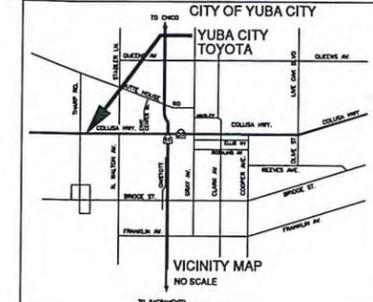




**CALTRANS IRRIGATION LAYOUT**

**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 AS PRESSURE LINES WHEREVER POSSIBLE. SEPARATION OF PIPE IN TRENCH TO BE ACHIEVED WITH NATIVE TOPSOIL. COMMON WIRE SHALL BE WHITE LEAD SPLICES SHALL BE MADE WITH SCOTCH-OK 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

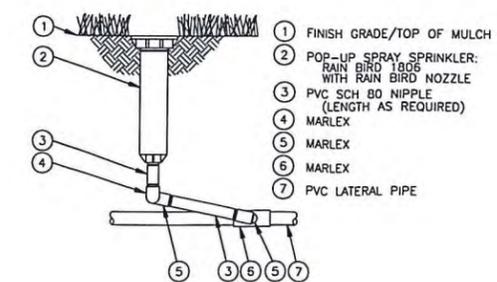
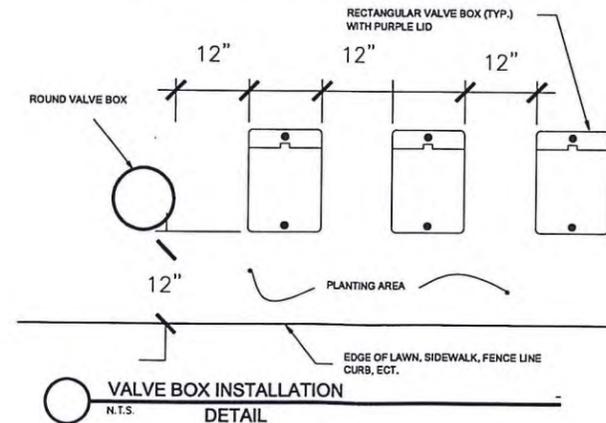


**IRRIGATION LEGEND**

- 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" SUB-SURFACE 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.



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

**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

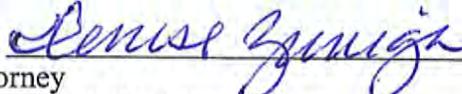
ATTEST:

By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
John Rodrigues, District 3 Interim Director

By: \_\_\_\_\_  
City Attorney

As to Form and Procedure:

By:   
Attorney  
Department of Transportation

CITY OF YUBA CITY  
STAFF REPORT

**Date:** October 7, 2014  
**To:** Honorable Mayor & Members of the City Council  
**From:** Human Resources Department  
**Presentation By:** Natalie Walter, Human Resources Director

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**Summary**

**Subject:** Administration of Patient Protection and Affordable Care Act (ACA).  
**Recommendation:** Adopt a Resolution approving the City's administration of the ACA.  
**Fiscal Impact:** An increase in cost of \$7,100 for FY 2014/2015

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**Purpose:**

To establish the City protocol for the administration of the Patient Protection and Affordable Care Act (ACA).

**Background:**

In March 2010, President Obama signed the Affordable Care Act into law. Many reforms of the ACA have been implemented such as covering dependent children up to age 26 on a parent's plan, insurers may not put a lifetime cap on health benefit coverage, and insurers are required to provide preventive care services with no deductible or copay. The employer mandate component of the ACA was delayed until January 1, 2015 which gave employers, like the City, more time to deal with the coverage requirements of the ACA. Now the delay period is nearing to a close and the ACA large employer mandates are going into effect with the first of the New Year.

Because the City is considered a large employer (which is defined as at least 50 full time employees, including full time equivalents), the City has to offer affordable health care to substantially all of its "full-time" employees or face potential penalties. The ACA defines a "full-time" employee as someone who averages 30 or more hours of service per week in any given month. A penalty is triggered when any "full-time" employee is not offered affordable health care coverage and receives a subsidy through Covered California (the marketplace implementing the ACA in California). In 2016, IRS will require the City to self-report on the administration of the ACA for 2015.

**Analysis:**

All bargaining unit employees are eligible for health care coverage through their Memorandum of Understanding or Letter of Understanding. The employees that may need to be offered coverage as a result of the ACA are non-regular, temporary employees working throughout the City in various departments who are deemed "full-time" for

purposes of the ACA. Types of non-regular, temporary employment with the City include work in the afterschool programs in the Parks and Recreation Department or seasonal work in the Streets Division, Public Works Department. It is the City's intent to limit the number of hours the non-regular, temporary employees are working to minimizing the cost impact of offering health insurance. At this point in time Human Resources estimates that only three (3) temporary firefighters would be eligible for health benefits. As part of the City's Memorandum of Understanding with the Fire Department, the City is contractually obligated to provide three (3) full time temporary employees. With this contracted agreement, the City is obligated to provide health benefits for the temporary firefighters which results in an increase in the budget for the Fire Department.

The attached resolution adopts a "Look Back Measurement Method Safe Harbor" to determine whether an employee is "full-time" for the purposes of the ACA. The City's "standard measurement period" is twelve months. At the end of the twelve month period, Human Resources will look back at hours worked during the measurement period and calculate the average number of hours worked by each non-regular, temporary employee. An employee identified as "full-time" (working an average of at least 30 hours per week during this twelve month period) will then be offered health coverage during an administrative period. If the employee elects to pay the employee portion of health insurance, then during the twelve month "stability" period the employee will have health coverage.

**Fiscal Impact:**

The proposed changes will result in a net increase in cost of \$7,100 for FY 2014/2015.

**Alternatives:**

Do not approve ACA Resolution and provide staff direction.

**Recommendation:**

Adopt a Resolution approving the City's administration of the ACA.

**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

RESOLUTION NO. \_\_\_\_

**RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF YUBA CITY ADOPTING THE LOOK BACK MEASUREMENT  
SAFE HARBOR UNDER THE PATIENT PROTECTION AND  
AFFORDABLE CARE ACT**

WHEREAS, the Patient Protection and Affordable Care Act (ACA) was enacted on March 23, 2010;

WHEREAS, the ACA added Section 4980H (Shared Responsibility for Employers Regarding Health Care Coverage) to Title 26 of the United States Code (Section 4980H);

WHEREAS, Section 4980H imposes an assessable payment on an applicable large employer when (1) it fails to offer “substantially all” of its full-time employees (and their dependents) the opportunity to enroll in minimum essential coverage or offers coverage to “substantially all” of its full-time employees (and their dependents) that is “unaffordable” or does not provide minimum value and (2) any full-time employee is certified to the employer as having received a subsidy for coverage through Covered California, the California health insurance exchange established pursuant to the ACA (Assessable Payment);

WHEREAS, the City of Yuba City is considered an applicable large employer because it is expected to employ an average of at least 50 full-time equivalent employees on business days during the preceding calendar year;

WHEREAS, the Department of Treasury issued final regulations regarding Section 4980H, that permit the City to adopt a look-back measurement method safe harbor in order to determine the status of an employee as full-time for the purposes of determining and calculating the Assessable Payment; and

WHEREAS, the City intends to adopt the provisions of the look-back measurement method safe harbor in order to determine the full-time status of employees for purposes of the Assessable Payment;

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

1. That all of the recitals set forth above are true and correct, and the City so finds and determines.
2. Ongoing Employees. The City establishes the look-back measurement method with regard to all ongoing employees as follows:
  - a. Measurement Period
    - i. Standard Measurement Period. The City establishes a twelve (12) month standard measurement period for ongoing employees. Starting with the first day of the first pay period in November 2014, a standard measurement period will start each year on the first day of the first pay period in November and end the following year on the last day of the last pay period beginning in October.

- ii. Transitional Measurement Period. For purposes of the stability period commencing on January 1, 2015 only, a transitional measurement period will be implemented starting on May 3, 2014 and ending on October 31, 2014.
    - iii. The standard measurement period will be the period during which an ongoing employee's hours are measured.
  - b. Administrative Period.
    - i. Standard Administrative Period. The City will establish a standard administrative period of sixty (60) days. Starting with the first day of the first pay period in November 2015, the administrative period associated with the standard measurement period for ongoing employees will start each year on the first day of the first pay period in November and end on the last day of the last pay period beginning in December.
    - ii. Transitional Administrative Period. The administrative period associated with the transitional measurement period for ongoing employees will start on November 1, 2014 and will end on the last day of the last pay period beginning in December 2014.
  - c. Stability Period. The City will establish a twelve (12) month standard stability period for ongoing employees. Starting with the first day of the first pay period in January 2015, the stability period for ongoing employees will start on the first day of the first pay period in January and will end on the last day of the last pay period beginning in December.
  - d. Employees employed on average at least thirty (30) hours per week during the measurement period. If an ongoing employee was employed on average at least (thirty) 30 hours per week during the measurement period, the employee will be treated as a full-time employee, for purposes of the ACA, during the subsequent stability period, regardless of the employee's number of hours during such stability period, so long as he or she remains a City employee.
  - e. Employees not employed an average of at least thirty (30) hours per week during the measurement period. If an employee was not employed on average at least (thirty) 30 hours per week during the measurement period, the City shall treat the employee as not a full-time employee during the following stability period regardless of the employee's number of hours during such stability period.
  - f. Change in Employment Status or Position. If an employee's employment status or position changes before the end of a stability period, the change in status will not affect the classification of the employee (as full or part-time) for the remaining portion of the stability period.
- 3. Status of New Employees. On the start date of a new employee, the City will make a determination as to whether that new employee is reasonably expected to be a full-time employee (i.e., work an average of thirty (30) hours or more per

week in a month). If the new employee is reasonably expected to be a full-time employee and is not a seasonal employee, the City will offer minimum essential coverage to that employee before the end of the employee's initial three full calendar months of employment.

Whether a new employee (who is not a seasonal employee) is a full-time or non-full-time employee is determined based on the facts and circumstances at the employee's start date. While no one factor is determinative, the factors the City will consider when determining whether such an employee is reasonably expected to be a full-time employee include, but are not limited to:

- a. Whether the employee is replacing an employee who was, or was not, a full-time employee.
  - b. The extent to which hours of service of ongoing employees in the same or comparable positions have varied above and below an average of thirty (30) hours of service per week during recent measurement periods.
  - c. Whether the job was advertised, or otherwise communicated to the new employee or otherwise documented (e.g., employment contract or job description) as requiring hours or service that would average thirty (30) or more hours per week.
4. New Variable Hour, Seasonal and Part-Time Employees. If, based on the fact and circumstances at the start of a new employee, the City is unable to determine that the employee is reasonably expected to be employed an average of at least thirty (30) hours per week over the initial measurement period, then the employee is considered a variable hour employee. If the employee is hired into a position for which the customary annual employment is six (6) months or less, then the employee is considered a seasonal employee. If, based on the facts and circumstances at the start date of a new employee, the City reasonably expects the employee to be employed on average less than thirty (30) hours per week during the initial measurement period, the employee will be deemed a part-time employee. The City establishes the look-back measurement method with regard to new variable hour, seasonal and part-time employees as follows:
- a. Initial Measurement Period. The City establishes a twelve (12) month measurement period for each new variable hour, seasonal and part-time employee. The initial measurement period will start the first day of the first calendar month after the employee's start date, unless the start date is the first of a calendar month in which case the initial measurement period will start on that date.
  - b. Administrative Period. The administrative period shall start the day following the last day of the initial measurement period and shall end no later than the last day of the first calendar month beginning on or after the first anniversary of the employee's start date.
  - c. Stability Period. The City establishes a twelve (12) month stability period associated with the initial measurement period.
    - i. Employees employed an average of at least thirty (30) hours per week during the initial measurement period. If the new variable hour,

seasonal or part-time employee was employed on average at least thirty (30) hours per week during the initial measurement period, the employee will be treated as a full-time employee, only for purposes of the ACA, during the associated stability and administrative periods.

- ii. Employees not employed an average of at least thirty (30) hours per week during the initial measurement period. If the new variable hour, seasonal or part-time employee does not measure as a full-time employee during the initial measurement period, the employee will not be treated as a full-time employee for purposes of the stability period associated with the initial measurement period. The stability period associated with the initial measurement period shall not exceed the remainder of the first entire standard measurement period (plus any associated administrative period) for which the employee has been employed.
  - d. Change in Employment Status or Position. If a new variable hour, seasonal or part-time employee's position or employment status materially changes before the end of the initial measurement period in a way that, if the employee had started his or her employment in the new position or status, the employee would have reasonably been expected to be employed on average at least (thirty) 30 hours a week, the City is not required to treat the employee as a full-time employee for purposes of Section 4890H until the first day of the fourth month following the change in employment status or, if earlier and the employee averages more than thirty (30) hours of service per week during the initial measurement period, the first day of the first month following the end of the initial measurement period and associated administrative period.
5. Transition between Initial and Standard Measurement Periods. A new variable hour, seasonal or part-time employee will be measured during the first complete standard measurement period for which he/she is employed. This means that a new variable hour, seasonal or part-time employee may be tested under an initial measurement period and at the same time be measured under the overlapping standard measurement period.
- a. Employees employed an average of at least thirty (30) hours per week during the initial measurement period. If an employee measures as full-time during the initial measurement period, he/she will retain full-time status, for ACA purposes only, for the entire associated stability period (even if the employee does not qualify as full-time during the overlapping or immediately following standard measurement period).
  - b. Employees not employed an average of at least thirty (30) hours per week during the initial measurement period. If an employee does not measure as full-time during the initial measurement period, but qualifies as full-time during the overlapping or immediately following standard measurement period, the employee must be treated as full-time, only for purposes of the ACA, during the stability period associated with the standard measurement period (even if that means coverage must be offered before the end of the stability period associated with the initial measurement period).

6. Rehired Employees. When an employee is rehired after termination, upon return the employee will retain the status the employee had previously with respect to any stability period except that an employee will be treated as a new employee:
  - a. if the employee resumes employment after a period of at least 13 consecutive weeks with less than an hour of service; or
  - b. if the period (measured in weeks) during which no services are performed is at least four consecutive weeks long and exceeds the number of weeks of that employee's period of employment immediately preceding the period during which the employee was not credited with any hours of service.
7. Unpaid Leave. When an employee takes special unpaid leave (i.e. unpaid leave under the Family and Medical Leave Act of 1993, unpaid leave under the Uniformed Services Employment and Reemployment Rights Act of 1994, or unpaid leave on account of jury duty), and is not treated as a new employee based on 6) above, upon resumption of services and to determine hours of service, the City will determine the employee's average hours of service for the measurement period after excluding any periods of special unpaid leave during the measurement period. That average will be applied for the entire measurement period.
8. The Director of Finance is hereby authorized to make the necessary budget adjustments to implement the provisions of this resolution.
9. The City Manager is hereby authorized to make any changes to the foregoing resolutions solely for the purpose of complying with provisions of the ACA or regulations thereunder related to Section 4980H.

The forgoing Resolution of the City Council of the City of Yuba City was duly introduced, passed and adopted at a regular meeting thereof held on the 7th day of October 2014.

AYES:

NOES:

ABSENT:

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Kash Gill, Mayor

ATTEST:

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Terrel Locke, City Clerk

CITY OF YUBA CITY  
STAFF REPORT

**Date:** October 7, 2014  
**To:** Honorable Mayor & Members of the City Council  
**From:** Department of Public Works  
**Presentation by:** Michael Paulucci, Deputy Public Works Director - Utilities

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**Summary**

**Subject:** Wastewater Treatment Facility Permit Exceedance Presentation  
**Recommendation:** Note and file presentation.  
**Fiscal Impact:** Informational item only.

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**Purpose:**

To provide information on the treatment process, facility exceedances and corrective remedies.

**Background:**

The City's Wastewater Treatment Facility treats wastewater received from the City's collection system generated by community domestic, commercial and industrial users. The original facility was built in two phases with each phase being completed in 1972 and 1975, respectively. The facility was expanded in 2005 increasing the permitted flow from 7.0 to 10.5 million gallons per day, but many of the original process units still remain.

The City's discharge permit provides many effluent limitations, including a limitation on the settleable solids that can be discharged to the disposal ponds or Feather River. Over the past 14 years, the facility has exceeded the settleable solids limitation 23 times. The exceedances typically occur in the secondary clarifiers and are caused by several factors including biological, hydraulic, physical, mechanical, and equipment failure.

**Analysis:**

Over the years, risk management efforts to limit settleable solids exceedances include a condition assessment and inspection of the three existing secondary clarifiers, and staff efforts to manage and control the secondary treatment process. The facility is now at a point that risk management efforts by staff are no longer sufficient for long-term compliance. In the short term, staff will increase monitoring frequency and develop a process control response plan. In the long term, a fourth secondary clarifier is necessary.

**Fiscal Impact:**

The estimated cost for an additional secondary clarifier is \$4 Million. Staff will be including this project in the upcoming wastewater rate study for consideration for funding through rates.

**Alternatives:**

None.

**Recommendation:**

Note and file presentation.

Prepared by:

*/s/ Michael Paulucci*  
Michael 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:** October 7, 2014  
**To:** Honorable Mayor & Members of the City Council  
**From:** Public Works Department  
**Presentation by:** Diana Langley, Public Works Director

---

**Summary**

**Subject:** Funding for Union Pacific Railroad Right-of-Way Environmental Investigation Activities

**Recommendation:**

- a. Authorize the City Manager to amend the existing Professional Services Agreement between the City of Yuba City and Geosyntec Consultants of Rancho Cordova, CA, modifying the scope of work to include additional environmental investigation activities within the Union Pacific Railroad Right-of-Way in the amount of \$50,000 with the finding that it is in the best interest of the City.
- b. Authorize the Finance Director to make a supplemental appropriation of unallocated Road Fund in the amount of \$80,000 to Account No. 921184 (Union Pacific Phase 1 Site Assessment).

**Fiscal Impact:** \$80,000 – Unallocated Road Fund

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**Purpose:**

To determine the extent of groundwater and soil contamination in the Union Pacific Railroad (UPRR) right-of-way located between Harter Parkway and the eastern City Limits.

**Background:**

The City has been working with UPRR for several years to evaluate acquisition of railroad right-of-way through the City (Exhibit A). The right-of-way is approximately 3.1 miles long and crosses east-west through the City. As part of the due diligence process for the acquisition, the City has conducted limited studies to determine the extent of groundwater and soil contamination on the properties.

UPRR has an interest in selling the property in its entirety. Certain pieces of the property would have beneficial public uses (e.g. street extensions); others could be sold by the City to adjacent property owners or for other uses.

**Analysis:**

In September 2013, Geosyntec Consultants (Geosyntec) was retained to prepare a Phase I Environmental Site Assessment (ESA) to identify recognized environmental conditions on the properties. The Phase I ESA was completed and Geosyntec has been working with the City's

Attorney and UPRR representatives to develop a remediation strategy. Additional services including the preparation of a soil management feasibility study, groundwater sampling, and soil sampling and testing are required. With the additional services requested, a supplemental appropriation is required to the project account.

**Fiscal Impact:**

Staff is requesting a supplemental appropriation of unallocated Road Fund in the amount of \$80,000 to Account No. 921184 (Union Pacific Phase I Site Assessment). The funds will cover the contract amendment with Geosyntec, staff time, and the City's attorney for the acquisition process.

**Alternatives:**

Do not proceed with the additional environmental investigation activities or identify an alternative funding source.

**Recommendation:**

- a. Authorize the City Manager to amend the existing Professional Services Agreement between the City of Yuba City and Geosyntec Consultants of Rancho Cordova, CA, modifying the scope of work to include additional environmental investigation activities within the Union Pacific Railroad Right-of-Way in the amount of \$50,000 with the finding that it is in the best interest of the City.
- b. Authorize the Finance Director to make a supplemental appropriation of unallocated Road Fund in the amount of \$80,000 to Account No. 921184 (Union Pacific Phase 1 Site Assessment).

Prepared by:

Submitted by:

*/s/Diana Langley*

*/s/Steven C. Kroeger*

Diana Langley  
Public Works Director

Steven C. Kroeger  
City Manager

Reviewed by:

Finance

RB

City Attorney

TH



CITY OF YUBA CITY  
STAFF REPORT

**Date:** October 7, 2014  
**To:** Honorable Mayor & Members of the City Council  
**From:** Public Works Department  
**Presentation By:** Michael Paulucci, Deputy Public Works Director - Utilities

---

**Summary**

**Subject:** SCADA Radio System Improvements

**Recommendation:** (a) Authorize the purchase of radio equipment and professional services to Tesco Controls in the amount of \$78,500 plus \$10,000 contingency with the finding it is in the best interest of the City.

(b) Authorize the Chief Financial Officer to make supplemental appropriations of \$44,500 from Account No. 981105-65501 (Lift Station Improvements) to Account No. 8120-69201 (Equipment) & from Unallocated Water Reserve (Fund 517) to fund Water Treatment Operation Account No. 7120-69201 (Equipment)

**Fiscal Impact:** \$78,500 + \$10,000 Contingency broken down as follows:  
\$44,250 - Account No. 8120-69201 (Sewer - Equipment)  
\$44,250 - Account No. 7120-69201 (Water - Equipment)

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**Purpose:**

To improve the current radio system to enable the Public Works Department to provide reliable, efficient communications to all Public Works water facilities and remote sites.

**Background:**

The City's Public Works Department uses a Supervisory Control and Data Acquisition (SCADA) system of radios, antennas, computers, etc. to remotely monitor and control critical infrastructure processes such as water treatment, water reservoirs, wastewater treatment, collection system lift stations, and storm systems. The current system does not communicate to six lift stations, has areas of poor reception and some equipment has become obsolete and difficult and/or impossible to purchase. The improvements will properly prepare the City to avoid at risk for such things as Sanitary Sewer System Overflows (SSOs), water distribution low pressure events, etc.

**Analysis:**

Public Works staff developed system specifications based upon a professional radio survey conducted and provided by Telstar, Inc. A formal bid was developed and advertised. The City received three bids as noted in the following table:

Vendor	Total Bid
Tesco Controls, Inc. Sacramento, CA	\$ 78,500
Gierlich-Mitchell, Inc. Cypress, CA	\$ 93,750
Telstar Instruments, Sacramento, CA	\$ 129,738

The scope of work includes:

- Adding the equipment necessary to communicate and control 6 sewer lift stations
- Replacing obsolete equipment
- Modifying equipment to improve reception and speed of data transfer

**Fiscal Impact:**

\$78,500 + \$10,000 Contingency broken down as follows:

\$44,250 - Account No. 8120-69201 (Sewer Fund - Equipment)

\$44,250 - Account No. 7120-69201 (Water Fund - Equipment)

**Alternatives:**

Do not proceed forward with SCADA radio improvements at this time.

**Recommendation:**

- Authorize the purchase of radio equipment and professional services to Tesco Controls in the amount of \$78,500 plus \$10,000 contingency with the finding it is in the best interest of the City.
- Authorize the Chief Financial Officer to make supplemental appropriations of \$44,500 from Account No. 981105-65501 (Lift Station Improvements) to Account No. 8120-69201 (Equipment) & from Unallocated Water Reserve (Fund 517) to fund Water Treatment Operation Account No. 7120-69201 (Equipment)

Prepared by:

Submitted by:

*/s/Michael Paulucci*

*/s/Steven C. Kroeger*

Michael Paulucci  
Deputy Public Works Director - Utilities

Steven C. Kroeger  
City Manager

Reviewed by:

Department Head

DL

Finance

RB

City Attorney

TH

CITY OF YUBA CITY  
STAFF REPORT

**Date:** October 7, 2014  
**To:** Honorable Mayor & Members of the City Council  
**From:** Human Resources Department  
**Presentation by:** Natalie Walter, Human Resources Director

---

**Summary**

**Subject:** Classification Changes to positions within the Parks & Recreation and Community Development Departments

**Recommendation:** Adopt a resolution consolidating the Recreation Supervisor Positions I, II and III into a two level series that is flexibly staffed and replace the Senior Planner position with a Principal Planner while authorizing the Director of Finance to amend the salary schedule as necessary to reflect the consolidations as outlined in the staff report.

**Fiscal Impact:** Recreation Supervisor Classifications:  
\$16,796 in additional salary and benefit costs annually.  
Planner Position:  
\$14,600 in additional salary and benefit costs annually.

---

**Purpose:**

To combine the Recreation Supervisor Positions I, II and III into a two level series that is flexibly staffed, replace the Senior Planner position with a Principal Planner.

**Background:**Recreation Supervisor Classifications:

Parks and Recreation Department relies on four Recreation Supervisors to provide recreation opportunities to the general public. These positions provide important services and activities for youth, adults and seniors in our community. These positions require a wide variety of skilled experience relating to the service they provide to our community. The current position structure provides for three levels of Recreation Supervisor (I, II, and III).

The Human Resources Director reviewed the job descriptions for Recreation Supervisor and determined an outside review of the clarification series was necessary. An outside consultant, Bryce Consulting, was hired to perform the classification study. Bryce Consulting met onsite with both the involved employees and department head to gather information in order to perform a thorough analysis of the classification series.

Planner Position:

The Community Development Department currently operates with no full-time City Planner which is necessary to manage multiple planning projects. It is for that reason that City Council approved a new Senior Planner position in the Fiscal Year 2014/2015 budget year.

**Analysis:****Recreation Supervisor Classifications:**

From the independent classification analysis, it is being recommended that the current three level series (i.e. I, II, and III) be collapsed into a two level series with an entry and journey level. Currently, the Recreation Supervisor I is the entry level, the II is the journey level, and the III level supervises other Recreation Supervisors, according to the job descriptions. However, based on the department's structure and business needs, the III is not supervising other Recreation Supervisors; therefore, there is minimal, if any distinction between the II and III levels.

Under the proposed structure, the II and III levels will essentially be collapsed with the I being the entry level and the II being the journey level. Because the III is currently being used as a journey level supervisor, it is recommended that proposed II be set to the current III salary with the I 10% below the proposed II salary.

The Recreation Supervisor I is the entry level in the series, distinguished from level II by experience necessary to perform the full range of duties assigned to the level II.

The proposed flexibly staffed position reflects the most appropriate organizational structure, is more consistent with industry standards, and still ensures that outstanding professional technical and customer service is provided to our customers.

**Planner Position:**

The recruitment of a Senior Planner, as approved in the Fiscal Year 2014/2015 budget, was not successful due to a lack of candidates that had skill sets to meet the needs of the department. Given the importance of the position it is recommended that the Senior Planner position be replaced with a Principal Planner. If approved a new recruitment process will commence immediately.

**Fiscal Impact:****Recreation Supervisor Classifications:**

\$16,796 in additional salary and benefit costs annually.

**Planner Position:**

\$14,600 in additional salary and benefit costs annually.

**Alternatives:**

Do not approve the Classification Changes.

**Recommendation:**

Adopt a resolution consolidating the Recreation Supervisor Positions I, II and III into a two level series that is flexibly staffed and replace the Senior Planner position with a Principal Planner while authorizing the Director of Finance to amend the salary schedule as necessary to reflect the consolidations as outlined in the staff report.

Prepared by:

*/s/Amber Darrach*

Amber Darrach  
Human Resources Analyst

Submitted by:

*/s/Brad McIntire*

Brad McIntire  
Director of Parks and Recreation

*/s/Steven C. Kroger*

Steven C. Kroeger  
City Manager

Reviewed by:

Finance

RB

City Attorney

TH

Human Resources

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**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY  
AUTHORIZING THE DIRECTOR OF FINANCE TO AMEND THE SALARY SCHEDULE  
FOR THE RECREATION SUPERVISOR I/II AND RECREATION SUPERVISOR III**

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 adjustments to the Recreation Supervisor I/II and Recreation Supervisor III:

**FROM:**

JCN	TITLE	1	2	3	4	5
5110	Recreation Supervisor I	\$3,214	\$3,375	\$3,544	\$3,721	\$3,907
		\$18.54	\$19.47	\$21.47	\$21.47	\$22.54
5110/5120	Recreation Supervisor II	\$3,628	\$3,809	\$3,999	\$4,199	\$4,409
		\$20.93	\$21.98	\$23.07	\$24.23	\$25.44
5130	Recreation Supervisor III	\$4,171	\$4,380	\$4,599	\$4,829	\$5,071
		\$24.06	\$25.27	\$26.53	\$27.86	\$29.25

**TO:**

JCN	TITLE	1	2	3	4	5
5110	Recreation Supervisor I	\$3,628	\$3,809	\$3,999	\$4,199	\$4,409
		\$20.93	\$21.98	\$23.07	\$24.23	\$25.44
5110/5120 5130	Recreation Supervisor II	\$4,171	\$4,380	\$4,599	\$4,829	\$5,071
		\$24.06	\$25.27	\$26.53	\$27.86	\$29.25

SECTION II.

The Director of Finance is hereby authorized to amend the salary schedule to reflect the adjustments, including deleting the Senior Planner Classification and adding the Principal Planner Classification. 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 7<sup>th</sup> day of October 2014.

AYES:

NOES:

ABSENT:

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Kash Gill  
Mayor

ATTEST:

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Terrel Locke  
City Clerk

CITY OF YUBA CITY  
STAFF REPORT

**Date:** October 7, 2014  
**To:** Honorable Mayor & Members of the City Council  
**From:** Administration  
**Presentation By:** Steven C. Kroeger, City Manager

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**Summary**

**Subject:** Organizational Changes within the Office of the City Manager and Department of Parks & Recreation

**Recommendation:** a. Approve organizational changes as outlined in the staff report  
 b. Adopt a Resolution Approving the Modification to the Salary Schedule and Compensation Plan for the Director of Community Services; Economic Growth and Public Affairs Manager; Parks, Recreation and Facilities Manager; and Approving the Reclassification of a Limited Term Part-time Administrative Clerk III to Executive Assistant to the City Manager

**Fiscal Impact:** Savings of approximately \$70,000

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**Purpose:**

Reorganization and addition of certain positions to establish organizational efficiencies and responsibilities within the City Manager’s Office and the Parks and Recreation and Animal Services Department.

**Background:**

Staffing changes over the past year have provided an opportunity to reevaluate the roles and responsibilities of certain positions within the City’s organizational structure. Specifically, the various functions of the City Manager’s Office, within the context of the vacant Assistant City Manager position, have been reviewed and changes to how these functions are provided are being recommended.

The analysis that follows outlines recommended changes.

**Analysis:**

***City Manager’s Office***

	<u>Position</u>
Delete	<del>Assistant City Manager</del>
Change	Economic Growth and Public Affairs Manager
Restore	Executive Assistant

It is recommended that the Assistant City Manager position be deleted. As a result, support functions previously provided by the position will be either retained by the City Manager or assumed by other positions. It is recommended that the City's Economic Development Manager assume responsibilities related to public affairs, legislative affairs and intergovernmental affairs. The title for this position, Economic Growth and Public Affairs Manager, reflects the change in scope of responsibility. The restoration of the Executive Assistant position (which had been filled on a temporary basis with a part-time Administrative Clerk III who transitioned to the City Manager's Office upon the dissolution of Redevelopment) will provide needed executive level support to both the City Manager and the City Clerk.

**Parks & Recreation**

	<u>Position</u>
Change	Community Services Director
Restore	Parks, Recreation & Facilities Manager

The Parks & Recreation Department assumed oversight of Animal Control Services in 2013 - the Department Head serves as the Executive Director of the Sutter Animal Services Authority. It is recommended that the department be renamed "Community Services" to better reflect the formal addition of Animal Service operations.

It is recommended that a mid-manager position be restored to this department. Prior to the economic downturn, the department had two mid-managers – one for Parks, one for Recreation. The Parks, Recreation & Facilities Manager will provide oversight of both Parks and Recreation, as well as assume the additional responsibility for facility maintenance and the City's residential landscape maintenance districts. This change will consolidate management of the City's "buildings and grounds". ( 1)

It is expected that the proposed changes within this department will provide the added flexibility for the Director to provide special project support to the City Manager's Office.

**Community Development**

In light of the above changes, the name of Community Development Department will be changed to Development Services. This change will avoid confusion with the new Community Services Department and maintain an accurate reflection of services provided.

**Fiscal Impact:**

The overall fiscal impact of the proposed changes is a savings of approximately \$70,000. From this savings it is recommended that \$50,000 be retained within the City Manager's Office budget for professional support services (which are needed from time to time with the absence of an Assistant City Manager).

Deletion of the Assistant City Manager position will result in annual savings (salary and benefits) of approximately \$250,000. Restoring the Executive Assistant position will result in an increased cost of approximately \$50,000 (salary and benefits beyond those budgeted for the previous part-time Administrative Clerk).

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*(1) Facility maintenance and landscape maintenance district oversight is currently provided by the Public Works Department. Given the broad scope of the Public Works Department (Water, Wastewater, Engineering, Streets, Fleet Management), the shift in responsibilities will provide for a renewed focus on the City's current needs, specifically with regard to the maintenance of residential landscape maintenance districts.*

It is proposed that the salary range for the Economic Growth and Public Affairs Manager be amended to include the equivalent of two additional 5% "steps" in recognition of additional responsibilities. The incumbent's current salary would not change; however, he would be eligible for a pay adjustment upon his next anniversary in May 2015.

It is proposed that the salary range for the Community Services Director be amended to include the equivalent of two additional 5% "steps". The new range will better align the position's salary within the Department Head group in light of its responsibilities (placing it between the Human Resources Director and the Finance/IT Director). The incumbent's salary would not change; however, he would be eligible for a pay adjustment upon his next anniversary in June 2015.

It is recommended that the salary for the Parks, Recreation & Facilities Manager be aligned with that of the Animal Services Manager (range: \$77,952 - \$94,752). Hiring an individual at mid-range would result in an annual salary and benefit cost of approximately \$130,000.

**Alternatives:**

1. Authorize with amendments
2. Do not authorize

**Recommendation:**

- a. Approve organizational changes as outlined in the staff report.
- b. Adopt a Resolution Approving the Modification to the Salary Schedule and Compensation Plan for the Director of Community Services; Economic Growth and Public Affairs Manager; Parks, Recreation and Facilities Manager; and Approving the Reclassification of a Limited Term Part-time Administrative Clerk III to Executive Assistant to the City Manager

*Attachments:*

- *Attachment 1: Implementing Resolution*
- *Attachment 2: Organizational Chart for Community Services (current and recommended)*

**Prepared and Submitted By:**

[/s/Steven 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  
 APPROVING THE MODIFICATION TO THE SALARY SCHEDULE AND  
 COMPENSATION PLAN FOR THE DIRECTOR OF COMMUNITY SERVICES;  
 ECONOMIC GROWTH & PUBLIC AFFAIRS MANAGER; PARKS,  
 RECREATION & FACILITIES MANAGER; AND APPROVING THE  
 RECLASSIFICATION OF A LIMITED TERM PART-TIME ADMINISTRATIVE  
 CLERK III TO EXECUTIVE ASSISTANT**

WHEREAS, the efficiency of governmental operations is of paramount concern to the City Council, City Management and taxpayers alike; and

WHEREAS, in support of the departments to more efficiently and effectively meet the needs for services to the citizens of Yuba City; and

WHEREAS, it is in the best interest of the City to establish salaries at levels that attract and retain quality employees.

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

The salary schedule shall reflect the following salary adjustments to the Community Services Director, Economic Growth & Manager, and Parks, Recreation & Facilities Manager positions:

**SECTION I.**

The salary schedule shall reflect the following modifications to the Salary Schedule and Compensation Plan:

**Add:**

<u>JCN</u>	<u>TITLE</u>		<u>Step 1</u>	<u>Step 5</u>
8140	Director of Community Services	<i>Monthly</i>	\$8,266.....	\$12,151
		<i>Hourly</i>	\$47.69.....	\$70.10

<u>JCN</u>	<u>TITLE</u>		<u>Step 1</u>	<u>Step 5</u>
8170	Economic Growth & Public Affairs Manager	<i>Monthly</i>	\$7,613.....	\$9,702
		<i>Hourly</i>	\$43.92.....	\$55.97

<u>JCN</u>	<u>TITLE</u>		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
XXXX	Parks, Recreation & Facilities Manager	<i>Monthly</i>	\$6,496	\$6,821	\$7,162	\$7,520	\$7,896
		<i>Hourly</i>	\$37.48	\$39.35	\$41.32	\$43.38	\$45.55

**Delete:**

<u>JCN</u>	<u>TITLE</u>		<u>Step 1</u>	<u>Step 5</u>
8120	Assistant City Manager	<i>Monthly</i>	\$11,484 .....	\$13,959
		<i>Hourly</i>	\$66.25 .....	\$80.53

<u>JCN</u>	<u>TITLE</u>		<u>Step 1</u>	<u>Step 5</u>
8140	Director of Parks & Recreation	<i>Monthly</i>	\$8,266.....	\$11,021
		<i>Hourly</i>	\$47.69.....	\$63.58

<u>JCN</u>	<u>TITLE</u>		<u>Step 1</u>	<u>Step 5</u>
8170	Economic Development Manager	<i>Monthly</i>	\$6,496 .....	\$8,800
		<i>Hourly</i>	\$43.92.....	\$50.77

SECTION II.

The Director of Finance is hereby authorized to add the Director of Community Services, Economic Growth & Public Affairs Manager, and Parks, Recreation and Facilities Manager positions and delete the Assistant City Manager, Director of Parks and Recreation and Economic Development Manager positions; and reclassify the Limited Term Part-time Administrative Clerk III position in the City Manager Budget to Executive Assistant. The Director of Finance is further authorized to establish position, salary range, and supplement appropriations as outlined in the staff report and resolution.

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 7<sup>th</sup> day of October 2014.

AYES;

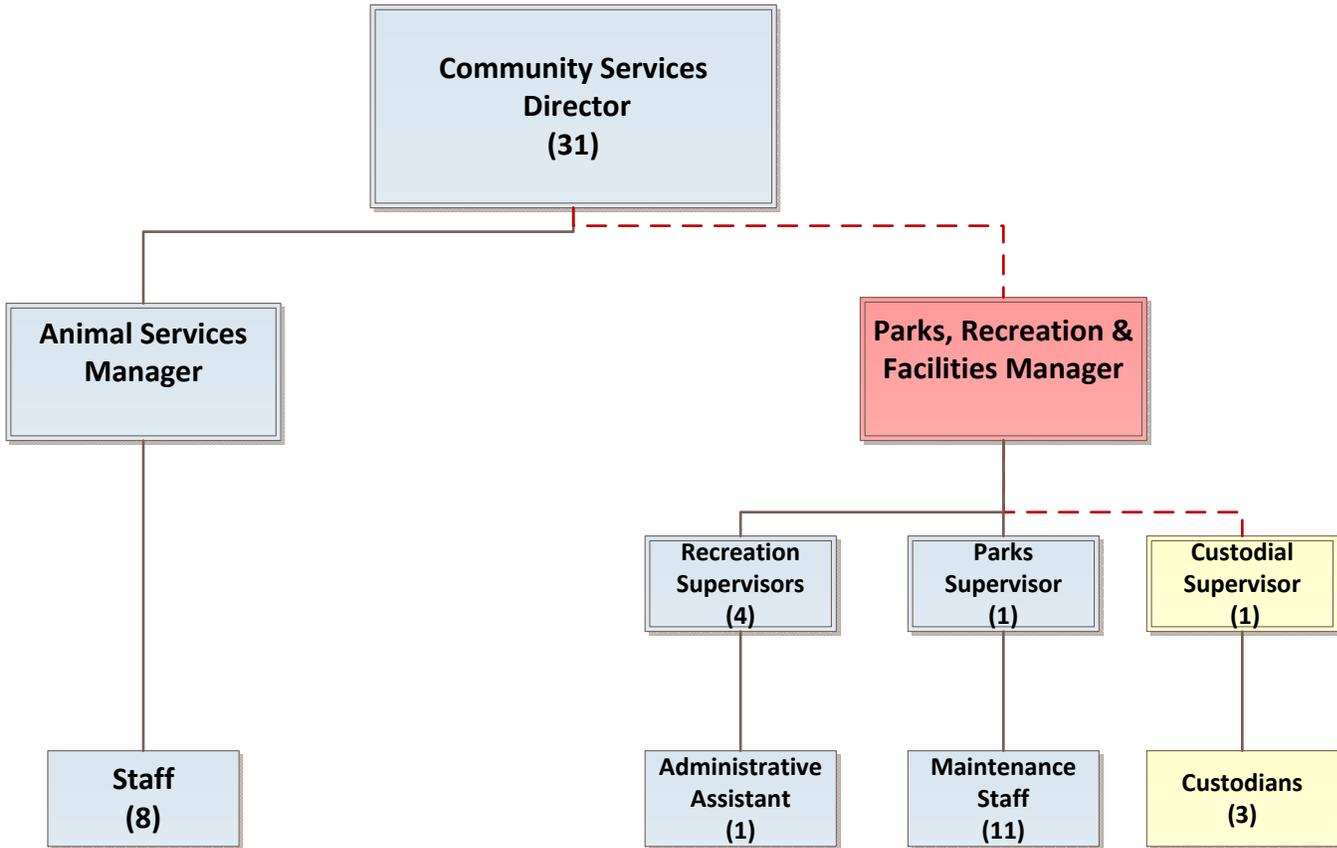
NOES:

ABSENT:

\_\_\_\_\_  
Kash Gill, Mayor

ATTEST:

\_\_\_\_\_  
Terrel Locke, City Clerk



KEY
Current Staff
New Position
Transfer From Public Works

CITY OF YUBA CITY

**City Council Reports**

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

**Adjournment**