AGENDA

FEBRUARY 16, 2016
REGULAR MEETING
CITY COUNCIL
CITY OF YUBA CITY

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

MAYOR	• John Buckland
VICE MAYOR	• Stanley Cleveland, Jr
COUNCILMEMBER	• Preet Didbal
COUNCILMEMBER	• John Dukes
COUNCILMEMBER	• Kash Gill
CITY MANAGER	• Steven Kroeger
CITY ATTORNEY	• Timothy Hayes

1201 Civic Center Blvd
Yuba City CA 95993

Wheelchair Accessible

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

AGENDA
REGULAR MEETING OF THE CITY COUNCIL
CITY OF YUBA CITY
COUNCIL CHAMBERS
FEBRUARY 16 2016
5:00 P.M. – CLOSED SESSION
6:00 P.M. – REGULAR MEETING

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

Public Comment:

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

Closed Session—Butte Room

Confer with legal counsel regarding existing litigation pursuant to Government Code Section 54956.9 (d) (1):

(1) United States Court of Appeals for the Ninth Circuit-Biscotti, et al. v. Yuba City et al. , No. 13-16238, Case D. C. No. 2:11-CV-01347-JAM-EFB;

(2) United States District Court, Eastern District of California-Patterson v. City of Yuba City et al., Case No. 2:12-CV-01350-MCE-CKD

Regular Meeting—Council Chambers

Call to Order

Roll Call: _____Mayor Buckland
_____Vice Mayor Cleveland
_____Councilmember Didbal
_____Councilmember Dukes
_____Councilmember Gill

Invocation

Pledge of Allegiance to the Flag

Presentations & Proclamations

1. Teen Dating Violence Awareness Month

2. Chamber of Commerce Tourism Presentation

3. Sutter County Homeless Policy Statement Presentation

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.

4. 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

5. 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

Public Hearing

6. Cellular Water Meters – Update City Fee Schedule

Recommendation: A) Conduct a public hearing, then

B) Adopt a Resolution authorizing the Finance Department to update the Yuba City Fee Schedule for the costs associated with a revised City standard type, cellular water meter

7. Grading, Erosion and Sediment Control Ordinance

Recommendation: A) Conduct a public hearing for the consideration of establishing a Plan Check/Inspection Fee for grading permits

B) Adopt an Ordinance adding Chapter 15 of Title 7 to the City Municipal Code which will regulate and control grading work in the City and establish a grading plan check and inspection fee; waive the second reading

Ordinance

8. Stormwater Management and Discharge Control Ordinance Update

Recommendation: Adopt an Ordinance updating the Stormwater Discharge and Control Ordinance, Chapter 21 of Title 4, to comply with the requirements of the City's Phase II Small MS4 NPDES Permit; waive the second reading

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

9. Minutes of February 2, 2016

Recommendation: Approve the City Council Meeting Minutes of February 2, 2016

10. Purchase of 905 Bridge Street for the future widening of Bridge Street

Recommendation: Authorize the City Manager to execute a Purchase and Sale Agreement and Accept a Grant Deed for the Real Property for the purchase of 905 Bridge Street (APN 52-077-012) for $118,000 and authorize a supplemental appropriation in the amount of $154,000 from Road Development Impact Fees (931187-65517)

11. CalPERS Employer Paid Member Contribution Resolutions

Recommendation: Adopt Resolutions identifying Employee Groups for which the City has agreed to pay and report the value of Employer Paid Member Contributions: the Executive Team, First Level Managers, Police Officer's Association Non-Sworn, Confidential Group, Fire Management and Mid-Managers

General Items

12. Yuba City Firefighters' Local 3793 Memorandum of Understanding (MOU)

Recommendation:

A) Adopt a Resolution approving a Memorandum of Understanding with Firefighters Local 3793

B) Approve a supplemental appropriation of $142,800 to the FY 2015/2016 adopted budget

13. Classification Changes to positions within the Information Technology Division

Recommendation:

A) Adopt a Resolution to authorize the Director of Finance to amend the salary schedule by doing the following:

- Add a new classification of Senior IT Analyst
- Reclassify the existing IT Analyst and IT Supervisor positions to the new Senior IT Analyst

B) Adopt a Resolution authorizing the Director of Finance to amend the salary schedule as necessary to reflect the reclassifications and salary increases as outlined in the staff report

14. Financial Report for the Six Months Ended December, 31, 2015

Recommendation: Note and File the December 31, 2015 Financial Report

15. Presentation of Investment Report – Quarter Ended December 31, 2015

Recommendation: Note & File Quarterly Investment Report

16. Establishment of a Summer Intern Program

Recommendation: Support leading the effort to create a Summer City Hall Intern Program in coordination with the Yuba City Unified School District and Sutter County Office of Education as part of the City's Economic Growth Strategy

17. Provision of Police Services to the Walton Area

Recommendation: Informational Only

Business from the City Council

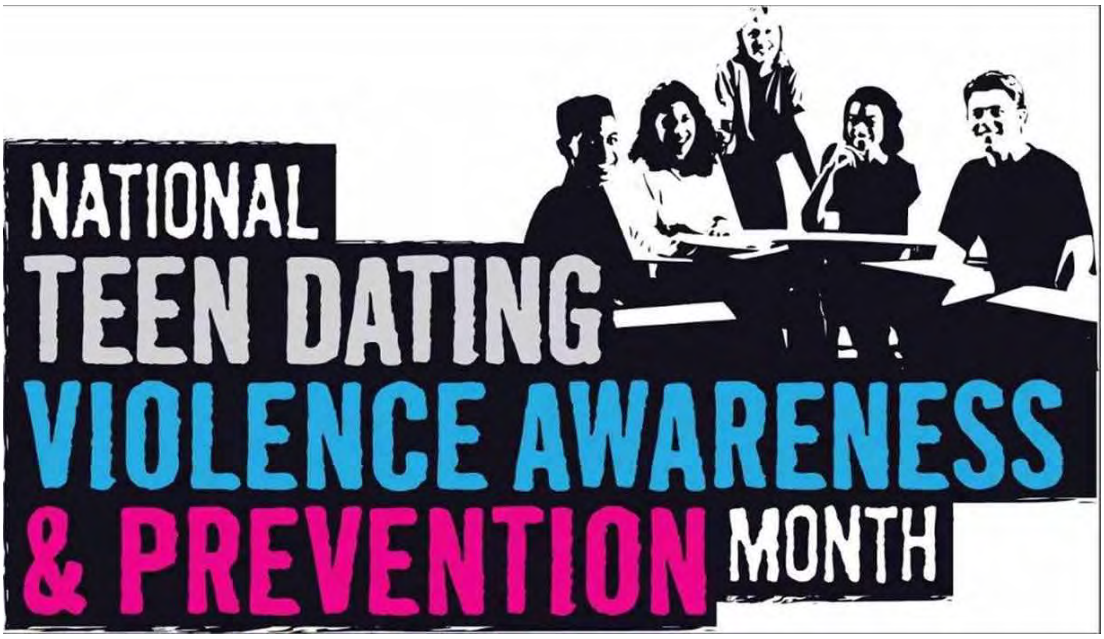
18. City Council Reports

- Councilmember Didbal
- Councilmember Dukes
- Councilmember Gill
- Vice Mayor Cleveland
- Mayor Buckland

Adjournment

February is Teen Dating Violence Awareness and Prevention Month

Teen Dating Violence Awareness and Prevention Month is a national effort to raise awareness and protect teens from violence



Chamber of Commerce

Tourism Report

CITY OF YUBA CITY

Date: February 16, 2016

To: Honorable Mayor and Members of the City Council

From: Sutter County

Presentation By: Ed Smith, Sutter County Interim Director of Human Services

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Summary

Subject: Proposed Policy Statement Relating to Services for Area Homeless

Recommendation: Adopt a Policy Statement to assist the Yuba-Sutter Community to develop a Plan of Action to address persons who are homeless and occupying, camping on, and utilizing public spaces for their residences

Fiscal Impact: None.

Purpose:

To form a community-wide alliance to respond effectively to regional homeless issues.

Background:

The Policy Statement being presented to the Council today was presented to the Sutter County Board of Supervisors at their meeting on January 26, 2016.

Analysis:

The proposed Policy Statement is the first effort in trying to organize a focused response to the issues of homelessness and confirms the following:

- Consideration of the needs of the homeless population as well as the overall community
- It must be financially sustainable model that addresses short and long term issues
- Consensus support of the various stakeholder groups:
    - Service Organizations
    - Law Enforcement
    - Local Government
    - Homeless Population

Fiscal Impact:

None.

Recommendation:

Adopt a Policy Statement to assist the Yuba-Sutter Community develop a Plan of Action to address persons who are homeless and occupying, camping on, and utilizing public spaces for their residences.

Attachment:

Proposed Policy Statement Relating to Services for Area Homeless.

Submitted By:

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

Sutter County Area Homeless Policy Statement

Local jurisdictions are confronted with a growing dynamic of persons who are homeless occupying, camping on, and utilizing public spaces for their residence.

Many efforts have been undertaken to respond to the needs of this demographic group by faith based groups, civic organizations, social service nonprofit organizations, and local governmental agencies. Successful assistance to this population varies widely from location to location and depends on a variety of factors such as available services, funding, mental health and/or substance abuse issues, and the homeless individual's willingness to assist themselves in ending their homelessness.

The Yuba Sutter region is impacted by this dynamic and is attempting to join together in a voluntary alliance to respond most effectively to a regional problem. Part of the effort is to develop a basic community policy and strategy to utilize the limited resources available to improve the quality of life for everyone.

Within this strategy, the following is understood:

- It must take into consideration the needs of the homeless population as well as the overall community.
- It must be a financially sustainable model that addresses short and long term issues.
- It must have the consensus support of the various stakeholder groups – service organizations, law enforcement, local government and the homeless themselves.

As part of that effort the following principles will guide our joint efforts and seeks to provide improved public safety and community support:

1. Homeless individuals are not a single group of individuals with common needs; neither are all willing to assist themselves in emerging from their present circumstances.

2. The ability of the community to assist individuals is limited and those who do not wish to assist themselves cannot expect public support for their lifestyle. As a result, the homeless will not be allowed to reside in public parks, along river banks or in other secluded areas of the community. Accordingly, intervention by law enforcement agencies will be sought to remove illegal camping and prevent development of alternative communities. Reasonable efforts will be made to provide access to support services to those homeless individuals who suffer from various debilitating illnesses that may prevent them from assisting themselves.

3. In an attempt to limit the growth of the local homeless population, community resources will first be directed toward children, adults with minor children, women, and then those who are willing to receive, benefit and participate in support from community resources to move toward self-sufficiency.

4. The goal of all services to the homeless population is to assist them in achieving a stabile income source and living environment for themselves and their families, which will prevent future episodes of homelessness.

5. Local public, private, faith based and not-for-profit efforts serving the homeless population agree to speak with a unified voice on the community efforts undertaken. Each group is free to implement the services, support programs and policies that are important to them, but agree to operate within an operational

alliance of like focused groups to improve our community and offer assistance to those who are within the priorities of the community and its resources.

6. Local public, private, faith based and not-for-profit organizations will seek to avoid duplication of services to homeless they encounter. Rather they will operate from the concept of "No Wrong Door", maintaining connection with their partners in this community effort and utilizing all of the community resources available. Different organizations may provide some different areas of responsibility which will be available to the community.

7. Public agencies charged with assisting the homeless population will undertake outreach efforts to contact those individuals observed requesting donations along public roads and parking lots to determine if they can be assisted through existing programs for which they might be eligible.

8. The organizations who are signatories to this statement of policy will continue to advocate for the various efforts within our community, such as additional transitional housing, increased affordable housing, and improved access for those individuals seeking assistance to avoid homelessness. This advocacy will take many forms including seeking funding opportunities from foundations, government and private sources.

CITY OF YUBA CITY

Written Requests

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

Procedure

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

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

Or email to:

Terrel Locke, City Clerk tlocke@yubacity.net

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

CITY OF YUBA CITY

Appearance of Interested Citizens

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

Procedure

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

- For Items on the Agenda

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

- Items not listed on the Agenda

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

CITY OF YUBA CITY
STAFF REPORT

Date: February 16, 2016

To: Honorable Mayor & Members of the City Council

From: Public Works Department

Presented by: Benjamin Moody, Deputy Public Works Director - Engineering

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Summary

Subject: Cellular Water Meters – Update City Fee Schedule

Recommendation:

A. Conduct a public hearing; Then

B. Adopt a Resolution authorizing the Finance Department to update the Yuba City Fee Schedule for the costs associated with a revised City standard type, cellular water meter.

Fiscal Impact: Long term cost savings

Purpose:

To provide the most cost effective means for reading water meters.

Background:

The City of Yuba City currently uses a radio read type water meter. The water meters transmit a radio signal that requires Public Works employees to drive designated roadways throughout the City, monthly, to collect the water use data for billing. Costs associated with collecting the radio data include employees, vehicles, and computer equipment at a cost of approximately $4,000/month.

New technology has emerged in the form of "Cellular" water meters. The cellular water meters transmit a cellular signal, similar to a text message, once a day, to an established data base. The cellular technology provides a tool for the City to collect the data faster and more efficiently on a daily basis.

Currently the City of Sacramento, San Jose, and Sunnyvale are transitioning to cellular water meters. The meters have a 10 year warranty period.

Analysis:

With the cellular water meter technology now readily available, staff believes that it is advantageous for the City to begin switching to the cellular water meters. The transition will save potentially thousands of dollars each year by eliminating the need to physically collect the data. Additionally, with the purchase of the meters the City and customers will have access to a web based program that allows users to monitor and manage their water use.

The daily transmittal of data will provide a means for the City to more efficiently collect mid-month data, necessary to determine vacancy and leak information.

Public Works plans to begin transitioning to the cellular meters, as we replace or install new meters.

Staff's recommendation proposes to update the City fee, for the water meters, to account for the increased cost for the cellular technology. The cost is updated annually for inflation per the City's municipal code:

Proposed fees:

Water Meter Fees			
	Existing "Radio"	Change in Cost	**"Celluar"**
1 inch	$ 335.00	$ 204.44	**$ 539.44**
1 ½ inch	$ 516.00	$ 215.17	**$ 731.17**
2 inch	$ 698.00	$ 243.85	**$ 941.85**
1" Dual - Fire Service	$ 651.00	$ 32.55	**$ 683.55**

Property owners and developers will continue to pay for the full cost of the meter per the City's municipal code prior to setting the meter.

Fiscal Impact:

The change to cellular water meters is expected to provide long term savings for the City and water customers through the use of the new technology.

Alternatives:

Do not approve or modify the recommendation

Recommendation:

A. Conduct a public hearing; Then

B. Adopt a Resolution authorizing the Finance Department to update the Yuba City Fee Schedule for the costs associated with a revised City standard type, cellular water meter.

Prepared by:

/s/ Ben Moody
Benjamin K. Moody
Deputy P.W. Director - Engineering

Submitted by:

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

Reviewed by:

Department Head DL

Finance SM

City Attorney TH

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY UPDATING THE WATER METER FEES FOR CITY SERVICES RELATED TO MATERIALS AND INSTALLATION OF WATER METERS IN ACCORDANCE WITH THE YUBA CITY MUNICIPAL CODE

WHEREAS, on March 20, 2007, the City Council repealed and reenacted Chapter 8 of Title 3 of the Yuba City Municipal Code now entitled User Fee Recovery System; and

WHEREAS, on March 20, 2007, the City Council adopted Resolution No. 07-25 updating the Schedule of Fees and Charges for City Services ("User Fee Schedule"); and

WHEREAS, the City desires to change the standard water meter type to a new city standard cellular type water meter and to maintain its policy of recovering the full costs reasonably borne for providing special services of a voluntary and limited nature, such that general taxes are not diverted from general services of a broad nature and thereby utilized to subsidize unfairly and inequitably such special services; and

WHEREAS, the water meter User Fee Schedule is adjusted annually based on section 6-6.18.(l) of the Yuba City Municipal Code, for inflationary changes in accordance with Sec. 3-8.02 (d) of the Yuba City Municipal Code and as needed for changes to services offered by the City; and

WHEREAS, the City Council of the City of Yuba City has enacted Title 6, Chapter 6, Article 9 of the Yuba City Municipal Code pertaining to water meters; and

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

The cost for water meter installation is to be the following amount:

1 inch	$539.44
1 ½ inch	$731.17
2 inch	$941.85
1 inch Dual Fire Service	$683.55

And said fee is to be updated on the City's User Fee Schedule and adjusted annually for inflation based on section 6-6.18.(l) of the Yuba City Municipal Code, and as needed for changes to service offered by the City.

The foregoing Resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 16th day of February 2016.

AYES:

NOES:

ABSENT:

_____
John Buckland, Mayor

ATTEST:

_____
Terrel Locke, City Clerk

CITY OF YUBA CITY
STAFF REPORT

Date: February 16, 2016

To: Honorable Mayor & Members of the City Council

From: Public Works Department

Presentation by: Benjamin Moody, Deputy Public Works Director - Engineering

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Summary

Subject: Grading, Erosion, and Sediment Control Ordinance

Recommendation:

A) Conduct a public hearing for the consideration of establishing a Plan Check/Inspection Fee for grading permits; THEN

B) Adopt an ordinance adding Chapter 15 of Title 7 to the City Municipal Code which will regulate and control grading work in the City and establish a grading plan check and inspection fee; waive the second reading.

Fiscal Impact: Costs associated with the plan check and inspection of grading permits will be recouped using the existing public improvement plan check and inspection fee structure. For construction costs under two million dollars, grading permit plan checks will be charged at two percent (2%) of the grading construction cost with an additional two percent (2%) for work that requires City inspections.

Purpose:

To control earthwork grading activities through a permit process in order to comply with the City's stormwater discharge permit.

Background:

To ensure grading activities comply with the City's stormwater permit (Small MS4 Phase II NPDES Order No. 2013-0001-DWQ), and all applicable building requirements, staff is introducing a grading ordinance to standardize a permit process for review and approval prior to start of work. To comply with the state requirements set forth in the City's stormwater discharge permit, it is necessary for the City to regulate grading work.

Currently, large projects that wish to begin work before the approval of building plans are required to obtain a site work permit that necessitates the civil design of the site, including the utility plans for the project. A grading permit would serve a similar function while implementing the additional requirements set forth in the City's stormwater discharge permit.

City Council introduced the grading ordinance and waived the first reading on January 19, 2016.

Analysis:

The proposed ordinance will require the acquisition of a grading permit prior to performing any earthwork or grading activities for non-exempted projects. The issuance and approval of a grading permit will require the submittal of a grading plan and an Erosion and Sediment Control Plan, or a Stormwater Pollution Prevention Plan as determined appropriate.

Erosion & Sediment Control Plans should follow the requirements set forth in the Stormwater Management & Discharge Control Ordinance.

Grading permit exemptions include:

- Minor Construction Projects (Less than 50 cubic yards; depth of cut/fill less than 2 feet;)
- Single family residential lots less than one-half acre (12,780 sf)
- Excavation for swimming pools authorized by a valid building permit
- Agricultural grading operations
- Exploratory excavations less than 350 cubic yards
- Routine cemetery excavations & fills
- Emergency work necessary to protect life or property
- Basement or footing excavations with valid building permit
- Refuse disposal sites
- Repair & maintenance of levees performed by a governmental agency

The introduction of a grading permit will allow customers to begin grading phase work that is typical for large developments before the final development of building plans and the issuance of a building permit. However, grading activities are to comply with State and City requirements.

Fiscal Impact:

Costs associated with the plan check and inspection of grading permits will be recouped using the existing public improvement plan check and inspection fee structure. The public improvement plan check/inspection fees are as follows:

Grading Construction Cost	Plan Check Fee	Inspection Fee
$1,000 - $250,000	2% of Grading Costs	2% of Grading Costs
$250,001 - $1,000,000	2% of Grading Costs	2% of Grading Costs
$1,000,001 - $2,000,000	2% of Grading Costs	2% of Grading Costs
$2,000,001 - $5,000,000	1.5% of Grading Costs	1.5% of Grading Costs
Over $5,000,000	1.5% of Grading Costs	1.5% of Grading Costs

Example Project:

Parking Lot, Onsite Only: Total Construction Cost - $100,000

Permit	Construction Costs	Plan Check (2%)	Inspection (2%)	Total Fees
Building	$70,000	$1,400	$0 (No offsite Imp)	$1,400
Grading	$30,000	$600	$600*	$1,200
Total	$100,000	$2,000	$600	**$2,600**

*Proposed grading and stormwater ordinance requires onsite inspection of grading activities. Example project fee is increased by approximately $600 due to onsite inspection requirements.

Alternatives:

Do not adopt the ordinance or provide staff with direction for modifying the proposed ordinance.

Recommendation:

a) Conduct a public hearing for the consideration of establishing a Plan Check/Inspection Fee for grading permits; THEN

b) Adopt an ordinance adding Chapter 15 of Title 7 to the City Municipal Code which will regulate and control grading work in the City and establish a grading plan check/inspection fee; waive the second reading.

Prepared by:

/s/ Manu Dhaliwal
Manu Dhaliwal
Assistant Engineer

Submitted by:

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

Reviewed by:

Department Head	DL
Finance	SM
City Attorney	TH

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF YUBA CITY

ADDING CHAPTER 15 TO TITLE 7 OF THE YUBA CITY MUNICIPAL CODE REGARDING GRADING, EROSION, AND SEDIMENT CONTROL

THE CITY COUNCIL OF THE CITY OF YUBA CITY DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. Chapter 15 is hereby added to Title 7 of the Yuba City Municipal Code to read as follows:

CHAPTER 15

GRADING

Sections:

Article 1 General Provisions

7-15.01 Title
7-15.02 Purpose
7-15.03 Scope
7-15.04 Responsibility for administration
7-15.05 Severability
7-15.06 Conflicts
7-15.07 Disclaimer of liability
7-15.08 Grading approval required
7-15.09 Exemptions
7-15.10 Grading approval
7-15.11 Conditions of grading approval
7-15.12 Scope of approval
7-15.13 Water obstruction
7-15.14 Levee work
7-15.15 Construction in the public right-of-way
7-15.16 Hazards

Article 2 Application for Grading Permit

7-15.17 Filing of application for grading permit
7-15.18 Improvement plans in lieu of application for permit
7-15.19 Grading prior to issuance of building permit or approval of improvement plans

7-15.20 Referral to other public agencies
7-15.21 Approval from other agencies or owners

Article 3 Required Plans and Approval Process

7-15.22 Required Plans
7-15.23 Grading plans
7-15.24 Erosion and Sediment Control (ESC) Plans
7-15.25 Runoff Control (RCP)
7-15.26 Modification of approved plans
7-15.27 General design standards

Article 4 Permit Requirements

7-15.28 General requirements
7-15.29 Fees
7-15.30 Submit record construction drawings
7-15.31 Performance of work - Inspection
7-15.32 Location of property lines
7-15.33 Other responsibilities of applicant
7-15.34 Time limits
7-15.35 Transfer of grading approval
7-15.36 Improvement security required
7-15.37 Appeals

Article 5 Enforcement

7-15.38 Enforcement official
7-15.39 Suspension and revocation of grading approval
7-15.40 Stop work order
7-15.41 Abatement of unlawfully created conditions
7-15.42 Infraction
7-15.43 Nonexclusive remedies
7-15.44 Right of entry

Article 6 Definitions

7-15.45 Definition of words and phrases
7-15.46 Applicant
7-15.47 Best management practices
7-15.48 City
7-15.49 City Council
7-15.50 Civil engineer
7-15.51 Compaction
7-15.52 Cut
7-15.53 Director

7-15.54 Drainage waters
7-15.55 Drainage way
7-15.56 Earth material
7-15.57 Embankment
7-15.58 Encroachment permit
7-15.59 Engineering geologist
7-15.60 Erosion
7-15.61 Erosion and sediment control plan
7-15.62 Excavation
7-15.63 Existing grade
7-15.64 Fill
7-15.65 Finish grade
7-15.66 Geologic hazard
7-15.67 Geotechnical engineer
7-15.68 Grade
7-15.69 Grading
7-15.70 Grading plan
7-15.71 Municipal Code
7-15.72 Owner
7-15.73 Parcel
7-15.74 Permit
7-15.75 Person
7-15.76 Post construction plans
7-15.77 Preliminary grading plan
7-15.78 Rainy season
7-15.79 Rough grade
7-15.80 Sediment
7-15.81 Site
7-15.82 Slope
7-15.83 Soil
7-15.84 Vegetation
7-15.85 Watercourse

CHAPTER 15.

GRADING

Article 1. General Provisions

Sec. 7-15.01. Title.

This chapter shall be known as the grading, erosion, and sediment control ordinance of the City of Yuba City (City), and shall be referred to herein as the "grading ordinance."

Sec. 7-15.02. Purpose.

The grading ordinance is enacted for the purpose of regulating grading on property within the City to safeguard life, limb, health, property, and the public welfare; to avoid pollution of watercourses with nutrients, sediments, or other materials generated or caused by surface water runoff; to comply with the City's National Pollution Discharge Elimination System (NPDES) Permit No. 5S51M2000094, issued by the California State Water Resources Control Board (SWRCB); and to ensure that the intended use of a graded site within the City limits is consistent with the General plan, any operative specific, community, neighborhood, or master plans and applicable City ordinances and regulations. The grading ordinance is intended to control all aspects of grading operations within the City.

Sec. 7-15.03. Scope.

The grading ordinance sets forth the rules and regulations to control land disturbances, landfill, soil storage, pollution, and erosion and sedimentation resulting from construction activities. The grading ordinance establishes procedures for issuance, administration, and enforcement of permits for such activities. Any grading within the City limits of the City shall conform to provisions of the grading ordinance and other applicable provisions of the City code, including but not limited to, the latest edition of the City's standard specifications for public works construction and the California Department of Transportation Standard Specifications.

Sec. 7-15.04. Responsibility for administration.

The grading ordinance shall be administered for the City by the Development Services Department through the building permit process, or improvement plan process, as applicable.

Sec. 7-15.05. Severability.

The provisions of this chapter are hereby declared to be severable. If any provision, clause, word, sentence, or paragraph of this chapter or the application hereof to any person, establishment, or circumstances shall be held invalid, such invalidity shall not affect the other provisions or application of this chapter.

Sec. 7-15.06. Conflicts.

In the event of any conflict between this chapter and any Federal or State law, regulation, order, or permit, the requirement which establishes the higher standard for public health or safety shall govern. To the extent permitted by law, nothing in this chapter shall preclude enforcement of any other applicable law, regulation, order or permit.

Sec. 7-15.07. Disclaimer of liability.

This chapter shall not create liability on the part of the City or any agent or employee thereof for any damages that result from any reliance on this chapter or any administrative decision lawfully made thereunder. Neither issuance of grading approval under the provisions of the grading ordinance nor compliance with the provisions hereof or with any conditions imposed in a permit issued hereunder shall relieve any person from responsibility for damage to any person or property or impose any liability upon the City for damage to any person or property.

Sec. 7-15.08. Grading approval required.

Except for the specific exemptions listed hereinafter, no person shall do or permit to be done any grading on any site in the City without first obtaining approval of such grading from the Director in accordance with the provisions of the grading ordinance.

Sec. 7-15.09 Exemptions.

The following grading may be done without obtaining grading approval unless grading approval is required in mitigation monitoring agreements or other conditions of project approval. Exemption from the grading approval requirement shall not be deemed as permission to violate any other provision of this chapter.

(a) Minor construction projects which meet all of the following requirements:
    (1) The volume of material graded is less than fifty (50) cubic yards,
    (2) The depth of cuts and fills is less than two feet,
    (3) Any drainageway is not blocked or obstructed and its stormwater carrying capacities are not modified,
    (4) Slopes are less than ten (10) percent and are not left in an unstable or erodible condition;

(b) Single family residential lots less than one-half acre (12,780 sf) which also meet the requirements of subsection a of this Section;

(c) Excavations in connection with a swimming pool authorized by a valid building permit;

(d) Grading necessary for agricultural operations unless the failure of any cut or fill created by such grading could endanger any structure intended for human or animal occupancy or any public road, or could obstruct any watercourse or drainageway;

(e) Exploratory excavations of less than three hundred fifty (350) cubic yards under the supervision of a geotechnical engineer;

(f) Routine cemetery excavations and fills;

(g) Performance of emergency work necessary to protect life or property when an urgent necessity therefor arises. The person performing such emergency work shall notify the Director promptly of the problem and the work required.

(h) An excavation below finished grade for basements and footings of a building authorized by a valid building permit;

(i) Refuse disposal sites controlled by Title 23, Chapter 15, of the California Code of Regulations;
(j) The repair and maintenance of levees for river and local drainage control performed by a governmental agency.

Sec. 7-15.10. Grading approval.

Grading approval may be issued by the Director in connection with the issuance of a building permit or the approval of improvement plans, or where grading is commenced prior to such issuance or approval, through the issuance of a separate grading permit.

Sec. 7-15.11. Conditions of grading approval.

The conditions of grading approval are as follows:

(a) No grading shall be approved unless the project conforms with the City's General Plan, any operative specific, neighborhood, or master plans, and applicable City ordinances.
(b) Where the California Environmental Quality Act (CEQA) requires the preparation and approval of environmental documents concerning a project which will result in grading for which a grading permit is required under this chapter, no grading shall be approved until all CEQA requirements have been met, including, but not limited to, mitigation measures relating to protection of threatened and endangered species under applicable federal and state endangered species laws.
(c) Where a proposed grading project requires the filing of a tentative map or the intended use requires approval of a discretionary zoning permit or variance, grading may also require approval from the Development Services Department.
(d) Work shall be performed in accordance with the provisions of the grading ordinance.
(e) Grading approval shall be limited to work shown on the grading plans as approved by the Director. The Director may impose any condition deemed necessary to protect the health, safety, and welfare of the public, to prevent the creation of a hazard to public or private property, and/or to assure proper completion of the grading, including, but not limited to, the following:
    (1) Mitigation of adverse environmental impacts as disclosed by any environmental document findings, including, but not limited to, those matters specified in subsection b of this section;
    (2) Improvement of any existing grading to comply with the standards of the grading ordinance;
    (3) Requirements for fencing or other protection of grading which would otherwise be hazardous;
    (4) Requirements for dust, erosion, sediment and noise control, hours of operation and season of work, access roads and haul routes;
    (5) Requirements for safeguarding watercourses, whether natural or manmade, from excessive deposition of sediment or debris. In no case shall deposition of sediment or debris cause an exceedance of applicable water quality standards;

(6) Assurance that the land area in which grading is proposed and for which habitable structures are proposed is not subject to hazards of land slippage or significant settlement or erosion and that the hazards of flooding can be eliminated or adequately reduced;
(7) Requirements for safeguarding existing water wells.

Sec. 7-15.12. Scope of approval.

The issuance of grading approval shall not be construed as an approval of any action or condition constituting a violation of the provisions of the grading ordinance or of any other applicable laws, ordinances, rules or regulations.

Sec. 7-15.13. Water obstruction.

No person shall do or permit to be done any grading which may obstruct, impede, or interfere with the natural flow of stormwater, whether such waters are unconfined upon the surface of the land or confined within land depressions, natural drainage ways, unimproved channels, watercourses, improved ditches, channels or conduits, in such manner as to cause flooding where it would not otherwise occur, aggravate any existing flooding condition or cause accelerated erosion except where said grading is in accordance with all applicable laws including, but not limited to, the provisions of the grading ordinance.

Sec. 7-15.14. Levee work.

No person shall excavate or remove any material from or otherwise alter any levee adjacent to any river, creek, bay, or local drainage control channel, without prior approval of the governmental agency or agencies responsible for the operation and/or maintenance of the levee.

Sec. 7-15.15. Construction in the public right-of-way.

No person shall perform any grading work within the right-of-way of a public road or street, or within a public easement, without prior written approval of the Director, and without obtaining a City encroachment permit.

Sec. 7-15.16. Hazards.

Whenever the Director determines that any grading on private property constitutes a condition which could endanger persons or property, or could adversely affect the safety, use or stability of adjacent property, or an overhead or underground utility, or any public way, watercourse or drainage channel, or could adversely affect the water quality of any water bodies or watercourses, the owner of the property upon which the condition is located, or other person or agent in possession or control of said property, upon receipt of notice in writing from the Director, shall, within the period specified therein, stop all work. The Director may require the submission of plans, soil or geological reports, detailed construction recommendations, drainage

study or other engineering data prior to and in connection with any work or activity proposed or required to correct such condition.

Article 2. Application for Grading Permit

Sec. 7-15.17. Filing of application for grading permit.

Applications for permits shall be obtained from and filed with the Development Services Department. Each application shall include a plan checking fee, grading plans and a statement of the intended use of the site. Only one application and permit is allowed for grading work to be done on a site. The director shall determine whether the application is complete in accordance with provisions of Article 5, Permit Requirements, of this chapter herein and may require additional information from the applicant before accepting the application as complete. A grading permit is not considered a building permit.

Sec. 7-15.18. Improvement plans in lieu of application for permit.

Where a subdivision improvement plan is being processed in conjunction with either an approved tentative, parcel, or final map; or a development plan is being processed in accordance with the provisions of this code, such plan shall also be considered as an application for grading approval. Such plans shall be reviewed and approved, conditionally approved or denied in accordance with the standards and requirements set forth in the grading ordinance and other applicable city specifications. If an improvement plan or site plan is approved, then a separate grading permit shall not be required. Approval of the improvement plans constitutes approval of the grading work intended.

Sec. 7-15.19. Grading prior to issuance of building permit or approval of improvement plans.

Applications for a permit to allow grading prior to issuance of a building permit or approval of improvement plans shall meet the following requirements:

(a) Preliminary grading plan shall be submitted for review and approval by the Director. This plan shall conform to the requirements of the grading ordinance and any applicable conditions placed on the project as a result of any formal discretionary permit process. The applicant shall acknowledge that any additional grading or revisions to work necessitated by conflicts discovered during the improvement plan check or subsequent construction will be corrected at the applicant's expense.

(b) Both erosion and sediment control plans in accordance with provisions of Article 3 of this chapter, plans and specifications, of the grading ordinance shall be submitted for review and approval by the Director.

(c) Plan check and inspection fee deposit shall be required in the amount of the full plan check fee applicable at the time of submittal in accordance with Section 7-15.70 of this chapter.
(d) No grading permit shall be issued until all applicable CEQA requirements have been met.

Sec. 7-15.20. Referral to other public agencies.

The Director may refer the application to other interested public agencies for their recommendations.

Sec. 7-15.21. Approval from other agencies or owners.

No application for grading approval shall relieve the applicant of responsibility for securing other permits or approvals, including, but not limited to, those specified in Section 7-15.11, subsection b, required for work which is regulated by any other department or other public agency, or for obtaining any easements or authorization for grading on property not owned by the applicant. Proof of applicable public agency permits may be required prior to issuance of grading approval.

Article 3. Required Plans and Approval Process

Sec. 7-15.22. Required Plans.

(a) Grading plans shall be submitted to the Development Service Department. Plans shall include, but shall not limited to:
    a. profiles, cross-sections
    b. topographic maps
    c. Erosion and Sediment Control Plans
    d. accompanying specifications
    e. Runoff Control Plan
(b) The work shall be done in strict compliance with the approved plans and specifications which shall not be changed or altered except in accordance with the provisions of this chapter.

Sec. 7-15.23. Grading plans.

Final grading plans and specifications shall be prepared and signed by a registered civil engineer, except as otherwise provided herein. The Director may waive the requirement that all plans and specifications be prepared and signed by a registered civil engineer if the grading would not endanger the public health, safety, or welfare as determined by the Director and would not involve or require any of the following:

(c) Cuts and fills with a combined total of three hundred fifty (350) cubic yards or more;
(d) An access road serving five or more existing or proposed residences;
(e) A cut or fill that is located so as to cause unduly increased pressure or reduce support upon adjacent structure of property;
(f) The construction of any drainage or sediment control structures, culverts, or facilities or alteration of any existing drainage course;
(g) The creation or aggravation of an unstable slope condition.

Sec. 7-15.24. Erosion and Sediment Control (ESC) Plans

An erosion and sediment control plan (ESC) shall be prepared for all projects to control surface runoff and erosion and to retain sediment on a particular site and prevent pollution of site runoff during the period beginning when any preconstruction- or construction-related grading or soil storage first occurs, until all final improvements and permanent structures are complete. The ESC plan shall be prepared and submitted concurrently with the final grading plan. The ESC plan may be incorporated on the same plan sheet as the final grading plan unless it makes the sheet cluttered, or it may be submitted on a clean separate sheet. The separate sheet shall be drawn clearly and legibly and entitled "erosion and sediment control plan" and shall contain a statement of the purpose of the proposed best management practices to be used.

Sec. 7-15.25. Runoff Control (RCP)

A runoff control plan (RCP) shall be prepared for all projects to control surface runoff and erosion and retain sediment on a particular site after all planned final improvements and/or structures have been installed or erected. The RCP shall be prepared and submitted concurrently with the final grading plan. The RCP shall be titled "Runoff Control Plan." The RCP shall contain a statement of the purpose of the proposed best management practices to be used to secure the project after completion. See Section 4-21.66. of the Stormwater Management and Discharge Control ordinance for RCP guidelines.

Sec. 7-15.26. Modification of approved plans.

Any modifications of an approved final plan shall be submitted in writing to the Director, who shall approve or deny such modification in his or her sole discretion. All necessary soils and geological information and design details shall accompany any proposed modification. Any modification shall be compatible with all subdivision map or land use requirements.

Sec. 7-15.27. General design standards.

Any activities performed under the authority of the grading ordinance, including, but not limited to, grading, excavation, soil storage, soil transportation, erosion and sediment control measures, shall conform to relevant Federal, State, and local standards.

Article 4. Permit Requirements

Sec. 7-15.28. General requirements.

The Director shall issue grading approval if final grading plans satisfy the provisions of the grading ordinance. The Director shall identify the provision, requirement, or condition which has not yet been met or performed by the applicant in the event the issuance of grading approval is denied.

Sec. 7-15.29. Fees.

(a) The applicant shall pay a fee based on the City's Public Improvement Plan Check/Inspection fee per the City's fee schedule as determined by Title 3, Chapter 8 of the Municipal Code to cover the City's costs of reviewing plans, specifications, reports and other materials related to grading approval and performing all engineering services, field investigations, inspections, or other work or services in connection with the issuance of grading approval or to determine or enforce compliance with any requirement or provision set forth in this chapter, or the penalty provisions as set forth in Title 1, Chapter 2 of the Municipal Code. Administrative fees, based on the existing building permit fee structure, may be charged to cover the City's costs as appropriate.

(b) The fee or fees required by subsection (a) shall be established from time to time by resolution of the City Council and shall be paid to the Director either before grading approval is issued or before the issuance of a building permit, or both in accordance with the fee schedule adopted by resolution of the City Council. The director may charge additional fees in any case where the city incurs costs that are not covered by the initial fee payment(s).

(c) If grading work is done in violation of the grading ordinance or does not comply with the terms and conditions of a grading approval issued for such grading, the violator is required to pay the City for all costs actually incurred by the city to inspect or investigate such violation and to perform inspection and plan checking of work required to correct the violation.

Sec. 7-15.30. Submit record construction drawings.

The applicant shall submit to the Director record construction drawings of the final grading plan and erosion and sediment control plans following completion of grading operations.

Sec. 7-15.31. Performance of work – Inspection.

The director or authorized designees may inspect any work done pursuant to the grading ordinance at any time during the course of construction. No person shall be deemed to have complied with the grading ordinance until a final inspection of the work has been made by the Director. As a condition of any grading approval, the applicant shall provide the City a right-of-entry and reasonable access, in accordance with Section 7-15.86 of this chapter, to the site during

the performance of all work and for a minimum period of one year after acceptance by the Director of all improvements pursuant to the grading ordinance.

Sec. 7-15.32. Location of property lines.

Prior to any grading work or related activities, the owner must flag all property corners of the parcel of land to be graded. If the property corners are unknown, or whenever the location of a property line or easement or the title thereto is disputed during the application process or during a grading operation, a survey by a licensed land surveyor or civil engineer or other resolution of the title dispute, all at the expense of the applicant, may be required by the Director.

Sec. 7-15.33. Other responsibilities of applicant.

Other responsibilities of applicant include:

(a) Protection of Utilities. The applicant shall be responsible for the prevention of damage to any public utilities or services.
(b) Protection of Adjacent Property. The applicant shall be responsible for the prevention of damage to adjacent property. No person(s) shall excavate on land that is so close to the property line as to endanger any adjoining public street, sidewalk, alley, structure or other public or private property or easement without supporting and protecting such property from any damage which might otherwise result.
(c) Advance Notice. The applicant shall notify the Director at least twenty-four (24) hours prior to the start of work.
(d) Erosion and Sediment Control. It shall be the sole responsibility of the applicant to prevent discharge of sediment from the site, in quantities greater than before the grading occurred, to any watercourse, drainage system, or adjacent property.
(e) Compliance with Stormwater Management and Discharge Control Code. At all times during the preconstruction and construction of any project for which grading approval is issued until all final improvements and permanent structures are complete, the applicant shall fully comply with all applicable requirements of the city's Stormwater Management and Discharge Control Code, set forth in Title 4, Chapter 21 of the Municipal Code.

Sec. 7-15.34. Time limits.

(a) An application for a permit for any proposed work shall be deemed to have been abandoned 180 days after the date of filing, unless such application has been pursued in good faith or a permit has been issued; except that the Director is authorized to grant one or more extensions of time for additional periods not exceeding 90 days each. The extension shall be requested in writing and justifiable cause demonstrated.

(b) Every permit issued shall become invalid unless the work on the site authorized by such permit is commenced within 180 days after its issuance, or if the work authorized on the site by such permit is suspended or abandoned for a period of 180

days after the time the work is commenced. The Director is authorized to grant, in writing, one or more extensions of time, for periods not more than 180 days each. The extension shall be requested in writing and justifiable cause demonstrated.

Sec. 7-15.35. Transfer of grading approval.

No approval or permit issued under the grading ordinance may be transferred or assigned in any manner whatsoever, without the express written consent of the Director.

Sec. 7-15.36. Improvement security required.

(a) As a condition for the issuance of grading approval, the Director may require the deposit of an improvement security in an amount deemed sufficient by him or her to assure faithful performance of the grading work in the event of default on the part of the applicant. Said security shall be in a form acceptable to the City.

(b) In the case of subdivisions, the improvement security shall remain in effect until final inspections have been made and all grading work and subdivision improvements have been accepted by the City.

(c) For projects other than subdivisions, the improvement security shall remain in effect until final inspections have been made and all grading work has been accepted by the Director.

(d) In addition to the improvement security, the Director may also require the deposit of maintenance security in an amount deemed sufficient by him or her to guarantee and maintain the grading work performed, to assure the proper functioning of drainage systems and adequate erosion and sedimentation control. Said maintenance security shall be in a form acceptable to the City and shall remain in effect for a period of one year after the date of acceptance of the improvements or grading work, as designated in subsections b and c of this section, or such other periods of time as required by the director.

(e) Any deposit required by the Director pursuant to this Chapter shall be payable to the City.

(f) Upon failure to complete the work, failure to comply with all of the terms of the grading ordinance, or failure of the completed site to function properly to provide proper drainage or erosion and sedimentation control, the City may do the required work, or cause it to be done and collect from the applicant or surety all costs incurred thereto, including administrative and inspection costs. Any unused portion of a deposit shall be refunded to the applicant after deduction by the City of the cost of the work.

Sec. 7-15.37. Appeals.

Any person may appeal a violation of this chapter in accordance with the applicable provisions of the Yuba City Municipal Code.

Article 5. Enforcement.

Sec. 7-15.38. Enforcement official.

The Director or authorized designee shall enforce the provisions of the grading ordinance.

Sec. 7-15.39. Suspension and revocation of grading approval.

The director may suspend or revoke grading approval for good cause. In the event that a suspension or revocation is appealed, no work shall be performed pending appeal except as expressly authorized, in writing, by the director.

Sec. 7-15.40. Stop work order.

(a) Whenever any work is being done in violation of the provisions of the grading ordinance or any other applicable law, ordinance, rule or regulation, the Director may order the work stopped by serving written notice of such violation on any persons engaged in, doing, or causing such work to be done. Any such person shall forthwith stop such work until authorized by the Director to proceed with the work. If there are no persons present on the premises, the notice shall be posted in a conspicuous place. The notice shall state the nature of the violation. Any person violating a stop work order shall be guilty of an infraction.

(b) Upon receipt of or knowledge of the existence of such stop work notice, the person performing the work shall:
   (1) Stop work immediately; and
   (2) Within twenty-four (24) hours, provide the Director with a list of remedies which can be immediately undertaken to bring the work into compliance with this title; and
   (3) Within twenty-four (24) hours after acceptance of such remedies by the Director, undertake at the violator's expense, such action as is necessary to bring the work into compliance with this title.
   (4) If engineering work is required to identify and define the proper course of action, as determined by the Director, such work shall be provided by the violator at no cost to the City.

Sec. 7-15.41. Abatement of unlawfully created conditions.

(a) Any condition in violation of the grading ordinance is declared to be a public nuisance and is subject to abatement. In the event that the Director determines that a violation has created a condition which is of such a nature to be imminently dangerous to the public health, safety or welfare, such condition may be abated in accordance with the procedures of this code. Violations that affect environmentally sensitive locations may be required to return the site of the violation to its natural state.

(b) Any of the following conditions are declared to constitute an imminently dangerous condition:
   (1) When a violation has altered natural drainage patterns and has caused flooding to any downstream or upstream property; or
   (2) When a violation results in a condition which creates a drainage alteration such that upstream or downstream property may be flooded when weather conditions change and the owner, lessee, or licensee of the property on which the violation exists cannot be found; or
   (3) When a violation results in a hazard, requiring immediate correction for the preservation of the public health, safety, or welfare; or
   (4) When a violation results in a discharge or release of significant amounts of sediment which causes or threatens to cause flooding, property damage, or unsafe conditions.
   (5) When a violation results in a significant environmental impact.

(c) The costs incurred by City to abate any nuisance caused by a violation of the grading ordinance shall be assessed against the subject property as a lien or made a personal obligation to the owner of the property as provided in the Nuisance Abatement Code in Title 4, Chapter 8 of the Municipal Code. Such costs may include, but shall not be limited to, the following:
   (1) Engineering and design costs;
   (2) Contractor service bills or public employee wages at cost;
   (3) Administrative overhead and supervision based on twenty (20) percent of all other costs incurred;
   (4) Interest which shall accrue and be billed at the rate of ten (10) percent of all unpaid amounts from the date of billing;
   (5) Attorney fees and costs.

(d) The abatement procedures set forth in this section are cumulative and in addition to any other rights or remedies which are or may be available to city to correct or cause to be corrected any violation of the grading ordinance, or to abate a condition which is otherwise a public nuisance.

Sec. 7-15.42. Infraction.

Any person violating any provision of the grading ordinance shall be guilty of an infraction.

Sec. 7-15.43. Nonexclusive remedies.

The remedies provided herein are not exclusive, and are in addition to any other remedy or penalty provided by law for violation of the grading ordinance.

Sec. 7-15.44. Right of entry.

Whenever necessary to enforce the provisions of the grading ordinance, the Director may enter the premises at all reasonable times to the extent authorized by law to perform any duty imposed by the grading ordinance. If such entry is refused, the Director shall have recourse to every remedy provided by law to secure entry.

Article 6. Definitions

Sec. 7-15.45. Definition of words and phrases.

The following words and phrases when used in this chapter shall have the meanings respectively ascribed to them in this article.

Sec. 7-15.46. Applicant

"Applicant" means any person seeking or receiving grading approval, in accordance with the terms of the grading ordinance, to perform grading after the issuance of a building permit or the approval of improvement plans, or to commence grading prior to such issuance or approval.

Sec. 7-15.47. Best management practices.

"Best management practices (BMP)" means any program, technology, technique, process, siting criteria, operating method, measure or device which controls, prevents, removes or reduces pollution, erosion, and sediment transport, including, but not limited to, any BMP required or implemented under the City's Stormwater Management and Discharge Control ordinance, set forth in Section 4-21 of the City's Municipal Code.

Sec. 7-15.48 City

"City" means the City of Yuba City

Sec. 7-15.49. City Council.

"City Council" means the City Council of the City of Yuba City.

Sec. 7-15.50. Civil engineer.

"Civil engineer" means a professional engineer registered as a civil engineer by the State of California.

Sec. 7-15.51. Compaction.

"Compaction" means the increase of density of a soil or rock fill by mechanical means.

Sec. 7-15.52. Cut.

"Cut (excavation)" means the removal of naturally occurring earth materials by manual or mechanical means, and the conditions resulting therefrom.

Sec. 7-15.53. Director.

"Director" means the director of the Department of Development Services of the City of Yuba City, or his or her designees.

Sec. 7-15.54. Drainage waters.

"Drainage waters" means surface waters which collect, or are accumulated, on the ground and which, by means of drainage ways or water courses, flow off the surface to larger rivers, streams, or lakes. Such waters shall include, but are not limited to, natural precipitation and irrigation waters.

Sec. 7-15.55. Drainage way.

"Drainage way" means a depression in the earth's surface such as a swale, ravine, gully, slough, draw, hollow, or ditch in which surface water collects for drainage.

Sec. 7-15.56. Earth material.

"Earth material" means any rock, natural soil or fill and/or any combination thereof.

Sec. 7-15.57. Embankment.

"Embankment (fill)" means the deposit of soil, rock or other material placed by artificial means and the conditions resulting therefrom.

Sec. 7-15.58. Encroachment permit.

"Encroachment permit" means a written permit issued by the City of Yuba City Department of Public Works authorizing certain work within a publicly maintained right-of-way.

Sec. 7-15.59. Engineering geologist.

"Engineering geologist" means a registered geologist certified as an engineering geologist by the State of California.

Sec. 7-15.60. Erosion.

"Erosion" means the washing or wearing away and transportation of earth material as a result of the movement of wind, water, or ice.

Sec. 7-15.61. Erosion and sediment control plan.

"Erosion and sediment control plan (ESCP)" consists of a set of BMPs or equivalent measures designed to control surface runoff and erosion, retain sediment on a particular site and prevent pollution of site runoff during the period beginning when any preconstruction or construction related grading or soil storage first occurs, until all final improvements and permanent structures are completed. ESCP requirements are set forth in Title 4. Public Safety, Chapter 21. Stormwater Management and Discharge Control, Section 4-21.65.(c).

Sec. 7-15.62. Excavation.

"Excavation (cut)" means the removal of naturally occurring earth materials by manual or mechanical means, and the conditions resulting therefrom.

Sec. 7-15.63. Existing grade.

"Existing grade" means the elevation of the ground surface at a given point prior to excavating or filling.

Sec. 7-15.64. Fill.

"Fill (embankment)" means the deposit of soil, rock or other materials placed by artificial means and the conditions resulting therefrom.

Sec. 7-15.65. Finish grade.

"Finish grade" means the final grade of the site after excavating or filling which conforms to the approved final grading plan. The finish grade is also the grade at the top of a paved surface.

Sec. 7-15.66. Geologic hazard.

"Geologic hazard" means any condition in naturally occurring earth materials which may endanger life, health or property.

Sec. 7-15.67. Geotechnical engineer.

"Geotechnical engineer" means a civil engineer registered by the State of California who is qualified in the field of soil mechanics and soil engineering and has the authority to use the title "soil engineer."

Sec. 7-15.68. Grade

"Grade" means the vertical location of the ground surface.

Sec. 7-15.69. Grading.

"Grading" means any land excavation or filling or combination thereof, or the removal, plowing under or burial of vegetative groundcover.

Sec. 7-15.70. Grading plan.

"Grading plan" means a plan prepared in accordance with this chapter showing grading and related work.

Sec. 7-15.71. Municipal Code

"Municipal Code" means the City of Yuba City Municipal Code.

Sec. 7-15.72. Owner.

"Owner" means the legal owner of the property where the grading work is to be done, as shown on the latest equalized assessment roll in the office of the county assessor.

Sec. 7-15.73. Parcel.

"Parcel (lot)" means the land described as a lot or parcel in a recorded deed or shown as a lot or parcel on a subdivision map or parcel map on file in the Sutter County recorder's office.

Sec. 7-15.74. Permit.

"Permit" means either a building permit, encroachment permit, or a separate grading permit.

Sec. 7-15.75. Person.

"Person" means any person, firm, corporation, or public agency whether principal, agent, employee, or otherwise.

Sec. 7-15.76. Post construction plans.

"Post construction plans" consists of a set of best management practices or equivalent measures designed to control surface runoff and erosion and to retain sediment on a particular site after all final structures and permanent improvements have been erected or installed.

Sec. 7-15.77. Preliminary grading plan.

"Preliminary grading plan" means a plan that shows the proposed grading work in relation to the existing site prepared and submitted with the application for a grading permit.

Sec. 7-15.78. Rainy season.

"Rainy season" means the period of the year during which there is a substantial risk of rainfall. For the purpose of this chapter, the rainy season is defined as from October 1st to April 30th, inclusive.

Sec. 7-15.79. Rough grade.

"Rough grade" means the stage at which the grade approximately conforms to the approved plan.

Sec. 7-15.80. Sediment.

"Sediment" means any material transported or deposited by water, including soil debris or other foreign matter.

Sec. 7-15.81. Site.

"Site" means any lot or parcel of land or combination of contiguous lots or parcels of land, whether held separately or joined together in common ownership or occupancy, where grading is to be performed or has been performed.

Sec. 7-15.82. Slope.

"Slope" means an inclined ground surface the inclination of which may be expressed as the ratio of horizontal distance to vertical distance.

Sec. 7-15.83. Soil.

"Soil" means all earth material of any origin that overlies bedrock and may include the decomposed zone of bedrock which can be excavated readily by mechanical equipment.

Sec. 7-15.84. Vegetation.

"Vegetation" means plant life or total plant cover of an area.

Sec. 7-15.85. Watercourse.

"Watercourse" means any natural or manmade channel in which water flows continuously or intermittently in a definite direction and course, or which is used for the holding, delay or storage of waters, or which functions at any time to convey or store stormwater runoff.

Section 2. This Ordinance shall become effective thirty (30) days after its adoption. A summary of this ordinance shall be published once at least five (5) days prior to the adoption of this ordinance and once within fifteen (15) days after its adoption, in the Appeal Democrat, a newspaper of general circulation in the City of Yuba City.

Introduced and read at a regular meeting of the City Council of the City of Yuba City the 19th day of January, 2016, and adopted at a regular meeting thereof held on the 16th day of February, 2016.

AYES:

NOES:

ABSENT:

_____
John Buckland, Mayor

ATTEST:

_____
Terrel Locke, City Clerk

APPROVED AS TO FORM:

_____
Tim Hayes, City Attorney

CITY OF YUBA CITY
STAFF REPORT

Date: February 16, 2016

To: Honorable Mayor & Members of the City Council

From: Public Works Department

Presentation by: Benjamin Moody, Deputy Public Works Director - Engineering

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Summary

Subject: Stormwater Management and Discharge Control Ordinance Update

Recommendation: Adopt an ordinance updating the Stormwater Discharge and Control Ordinance, Chapter 21 of Title 4, to comply with the requirements of the City's Phase II Small MS4 NPDES Permit; waive the second reading

Fiscal Impact: Costs associated with the plan check and inspection will be recouped using the existing public improvement plan check and inspection fee structure. For construction costs under two million dollars, plan checks will be charged at two percent (2%) of the construction cost for the work with an additional two percent (2%) for work that requires City inspections

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Purpose:

To update the Stormwater Management and Discharge Control Ordinance to comply with the requirements of the City's State Water Board stormwater permit.

Background:

The City of Yuba City maintains a stormwater conveyance system which collects all water from storm events (stormwater) and drains to the Feather River and Sutter Bypass. This system reduces the effects of localized flooding.

The City of Yuba City is permitted under the Phase II Small Municipal Separate Storm Sewer Systems Permit (Order No. 2013-0001-DWQ), which serves as a National Pollutant Discharge Elimination System Permit (General Permit No. CAS000004) under the Federal Clean Water Act. This permit allows the City to discharge stormwater to the Sutter Bypass and the Feather River which both feed into the Sacramento River. Under the provisions of the permit, the City is required to possess the necessary legal authority to regulate the entry of pollutants and non-stormwater discharges into the City's stormwater conveyance system.

City Council introduced the ordinance and waived the first reading on January 19, 2016.

Analysis:

The intent of this ordinance update is to fulfill the requirements of the City's Phase II Small MS4 NPDES permit which is required by the State and to protect and enhance the water quality of local watercourses and water bodies.

The following major provisions are included in the ordinance update:

1. Requirements to develop an Erosion and Sediment Control Plan for any earth disturbing, permitted project under one acre
2. Requirements for the development, implementation, and maintenance of a Runoff Control Plan based on the project size.
3. Prohibition of non-exempt discharges of any non-stormwater discharges into any storm drain system, watercourse, natural outlet, creek or channel.

The attached ordinance reflects the minimum regulations to satisfy the requirements of the City's NPDES permit.

Inspection and enforcement will be provided by a combination of City officials, including Public Works and Development Services staff.

Fiscal Impact:

Costs associated with the plan check and inspection will be recouped using the existing public improvement plan check and inspection fee structure. For construction costs under two million dollars, plan checks will be charged at two percent (2%) of the construction cost for the work with an additional two percent (2%) for work that requires City inspections. Staff will monitor labor related specific costs to determine if any fee structures need to be modified with future council action. Labor costs for the specific review and inspection of projects is anticipated to be cost neutral with the proposed fee structure. However, the additional program implementation and monitoring required by the state discharge permit has had a large increase in stormwater related costs to the City, which the City will need to address in the near future.

Alternatives:

Do not adopt the ordinance or provide staff with direction for modifying the proposed ordinance.

Recommendation:

Adopt an ordinance updating the Stormwater Discharge and Control Ordinance, Chapter 21 of Title 4, to comply with the requirements of the City's Phase II Small MS4 NPDES Permit; waive the second reading.

Prepared by:

/s/ Manu Dhaliwal

Manu Dhaliwal
Assistant Engineer

Submitted by:

/s/ Steven C. Kroeger

Steven C. Kroeger
City Manager

Reviewed by:

Department Head	DL
Finance	SM
City Attorney	TH

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF YUBA CITY REPEALING CHAPTER 21, TITLE 4, OF THE YUBA CITY MUNICIPAL CODE AND REENACTING CHAPTER 21, TITLE 4 REGARDING STORMWATER MANAGEMENT AND DISCHARGE CONTROL

THE CITY COUNCIL OF THE CITY OF YUBA CITY DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. Chapter 21, Title 4 of the Yuba City Municipal Code is hereby repealed.

Section 2. Chapter 21, Title 4 is hereby added to the Yuba City Municipal Code to read as follows:

CHAPTER 21.

STORMWATER MANAGEMENT AND DISCHARGE CONTROL

Sections:

Article 1 General Provisions

4-21.01 Title
4-21.02 Findings
4-21.03 Purpose and intent
4-21.04 Applicability
4-21.05 Responsibility for administration
4-21.06 Severability
4-21.07 Regulatory consistency
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Article 2 Definitions

4-21.11 Definition of words and phrases
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4-21.15 Clean Water Act
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4-21.17 Construction activity
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4-21.19 Development runoff requirements
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4-21.21 Discharge or discharge of a pollutant
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4-21.40 Porter-Cologne Act
4-21.41 Post Construction Measure Requirements
4-21.42 Premises
4-21.43 Receiving water limitation
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4-21.45 Responsible person
4-21.46 Rubbish
4-21.47 Sewage
4-21.48 Small MS4 General Permit
4-21.49 Spill
4-21.50 Storm drain system
4-21.51 Stormwater
4-21.52 Stormwater Facilities Operation and Maintenance Plan
4-21.53 Stormwater management facility
4-21.54 Stormwater Pollution Prevention Plan (SWPPP)
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Article 3 Discharge Prohibitions

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Finish grade
Article 4 Regulations and Requirements

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4-21.65 Best management practices for construction and ground disturbing activities
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4-21.70 Watercourse protection
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Article 5 Inspection and Monitoring

4-21.74 Authority to inspect
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4-21.80 Violation procedure
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CHAPTER 21.
STORMWATER MANAGEMENT AND DISCHARGE CONTROL

Article 1. General Provisions

Sec. 4-21.01. Title.

This chapter shall be known as the "Stormwater Quality Management and Discharge Control Ordinance" of the City of Yuba City and may be so cited.

Sec. 4-21.02. Findings.

The City Council adopts this ordinance based upon the following findings:

(a) The Federal Clean Water Act, 33 U.S.C. § 1251 et seq., provides for the regulation and reduction of pollutants discharged into the waters of the United States by extending National Pollutant Discharge Elimination System (NPDES) requirements to stormwater and urban runoff discharge into the City storm drain system.

(b) The State Water Resources Control Board ("State Board") is the State water pollution control agency for all purposes of the Clean Water Act pursuant to Section 13160 of the California Water Code. The State Board is authorized by the United States Environmental Protection Agency (USEPA) to administer the NPDES program within the State. The Porter-Cologne Water Quality Control Act (Water Code Section 13000 et seq.) provides authority for the State NPDES program, including provisions to issue NPDES permits and waste discharge requirements to regulate discharges of stormwater to waters of the State.

(c) Due to amendments to the Clean Water Act, the USEPA developed a Phase I and a Phase II program requiring municipalities to develop and implement stormwater pollution management programs. Smaller municipalities and contiguous areas with small, but still urban, communities come under the Phase II regulations of the State Board's General Permit for Discharges of Storm Water from Small Municipal Separate Storm Sewer Systems (hereafter called the "Small MS4 General Permit" where MS4 stands for Municipal Separate Storm Sewer System). Yuba City is subject to the Phase II regulations, which requires the submittal of a Notice of Intent (NOI) to seek coverage under the "Small MS4 General Permit."

(d) The Council finds in this regard that the provisions of this chapter are necessary to provide the City with the legal authority necessary to implement and otherwise comply with the requirements of the Small MS4 General Permit and to protect the waters of the United States for the benefit of its people and the environment.

Sec. 4-21.03. Purpose and intent.

The purpose and intent of this chapter is to protect and enhance the water quality of watercourses and water bodies within the incorporated areas of the City in a manner consistent with the Federal Clean Water Act, the Porter-Cologne Water Quality Control Act, the Small MS4 General Permit, and the City Stormwater Management Program, by reducing pollutants in stormwater discharges to the maximum extent practicable and by prohibiting non-stormwater discharges from entering the storm drain system.

Sec. 4-21.04. Applicability.

This chapter shall apply to all urbanized areas covered under the Small MS4 General Permit.

Sec. 4-21.05. Responsibility for administration.

The Department of Public Works Director shall administer, implement, and enforce the provisions of this chapter. Any powers granted or duties imposed upon the Director may be delegated by the Director to persons or entities acting in the beneficial interest of or in the employ of the City. In administering this chapter, the Director has the authority to request and require the submittal of information deemed necessary to assess compliance with this chapter and the Small MS4 General Permit.

Sec. 4-21.06. Severability.

The provisions of this chapter are hereby declared to be severable. If any provision, clause, word, sentence, or paragraph of this chapter or the application thereof to any person, establishment, or circumstances shall be held invalid, such invalidity shall not affect the other provisions or application of this chapter.

Sec. 4-21.07. Regulatory consistency.

This chapter shall be construed to assure consistency with the requirements of the Federal Clean Water Act, the Porter-Cologne Act, the Small MS4 General Permit, and acts amendatory thereof or supplementary thereto, or any applicable implementing regulations.

Sec. 4-21.08. Conflicts.

In the event of any conflict between this chapter and any Federal or State law, regulation, order, or permit, that requirement which establishes the higher standard for public health or safety shall govern. To the extent permitted by law, nothing in this chapter shall preclude enforcement of any other applicable law, regulation, order or permit.

Sec. 4-21.09. Disclaimer of liability.

The standards set forth herein and promulgated pursuant to this chapter are minimum standards; therefore this chapter does not intend nor imply that compliance by any person will ensure that there will

be no contamination, pollution, nor unauthorized discharge of pollutants into waters of the United States caused by said person. This chapter shall not create liability on the part of the City of Yuba City or any agent or employee thereof for any damages that result from any discharger's reliance on this chapter or any administrative decision lawfully made thereunder.

Sec. 4-21.10. Indemnification.

Any discharge which would result in or contribute to a violation of the City's Small MS4 General Permit , either separately, considered or when combined with other discharges, is prohibited. Liability for any such discharge shall be the responsibility of the person(s) causing or responsible for the discharge, and such person(s) shall defend, indemnify, and hold harmless the City against any claim, expense, liability, or payment for injury or damage to any person or property and shall defend, indemnify, and hold harmless the City in any administrative or judicial enforcement or any legal action resulting from such discharge.

Article 2. Definitions

Sec. 4-21.11. Definition of words and phrases.

(a) The following words and phrases when used in this chapter shall have the meanings respectively ascribed to them in this article.

(b) Any term(s) defined in the Small MS4 General Permit, the Federal Clean Water Act, the Porter-Cologne Water Quality Control Act, and acts amendatory thereof or supplementary thereto, and/or defined in the regulations for the stormwater discharge permitting program issued by the Environmental Protection Agency, as amended, and which are not specifically defined in this Article shall, when used in this chapter, have the same meaning as set forth in said act or regulation.

Sec. 4-21.12. Best management practice.

"Best management practice (BMP)" means schedules of activities, prohibition of practices, general good housekeeping practices, pollution prevention practices, maintenance procedures, and other management practices to prevent or reduce the discharge of pollutants directly or indirectly to the municipal storm drain system and waters of the United States. Best management practices include but are not limited to: treatment facilities to remove pollutants from stormwater; operating and maintenance procedures; facility management practices to control runoff, spillage or leaks of non-stormwater, waste disposal, and drainage from materials storage; erosion and sediment control practices; and the prohibition of specific activities, practices, and procedures and such other provisions as the City determines appropriate for the control of pollutants.

Sec. 4-21.13. CFR.

"CFR" means the Code of Federal Regulations.

Sec. 4-21.14. City.

"City" means the City of Yuba City, its designated representatives, boards, or commissions.

Sec. 4-21.15. Clean Water Act.

"Clean Water Act" means the Federal Water Pollution Control Act (33 U.S.C. Section 1251 et seq.), and any subsequent amendments thereto.

Sec. 4-21.16. Commercial.

"Commercial" means use types that include the distribution, sale and rental of goods, and the provision of services.

Sec. 4-21.17. Construction activity.

"Construction activity" means any private and public construction project that involves soil disturbing activities including, but not limited to, clearing and grubbing, paving, grading, demolition, utility work, disturbances to ground such as stockpiling, and excavation.

Sec. 4-21.18. Development.

“Development’ means construction, rehabilitation, redevelopment, or reconstruction of any public or private residential project, industrial, commercial, retail, transportation, institutional, or other nonresidential project including public agency projects.

Sec. 4-21.19. Development Runoff Requirements.

“Development runoff requirements” shall mean the provisions in the Small MS4 General Permit that contain design standards or performance criteria to address both the construction and post-construction phase impacts of new projects and redeveloped projects on stormwater quality and quantity.

Sec. 4-21.20. Director.

"Director" means the Department of Public Works Director or the Director's authorized representative.

Sec. 4-21.21. Discharge or Discharge of a Pollutant.

“Discharge” or “Discharge of a Pollutant.” is (a) The addition of any pollutant or combination of pollutants to waters of the United States from any point source, or (b) Any addition of any pollutant or combination of pollutants to the waters of the contiguous zone or the ocean from any point source other than a vessel or other floating craft, which is being used as a means of transportation. The term includes additions of pollutants to waters of the United States from: surface runoff which is collected or channeled by man; discharges through pipes, sewers, or other conveyances owned by a State, municipality, or other person which do not lead to a treatment works; and discharges through pipes, sewers, or other conveyances, leading into privately owned treatment works.

Sec. 4-21.22. Enforcement officer.

"Enforcement officer" means any City employee or agent of the City with the authority to enforce any provision of this chapter and the authority to make any decision on behalf of the Director required or called for by this chapter.

Sec. 4-21.23. Erosion and Sediment Control Plan

“Erosion and Sediment Control Plan (ESCP)” means a plan prepared to control erosion and prevent the discharge of sediment and construction materials from a construction site.

Sec. 4-21.24. Garbage.

"Garbage" means solid waste from the domestic and commercial preparation, cooking, and dispensing of food, and from the handling, storage and sale of produce.

Sec. 4-21.25. Hazardous materials.

"Hazardous materials" means any material that, because of its quantity, concentration, or physical or chemical characteristics, poses a significant present or potential hazard to human health and safety or to the environment if released into the environment. "Hazardous materials" include, but are not limited to, hazardous substances, hazardous waste, and any material which a handler or the administering agency has a reasonable basis for believing that it would be injurious to the health and safety of persons or harmful to the environment if released into the environment.

Sec. 4-21.26. Illegal discharge.

"Illegal discharge" or “Illicit Discharge” is any discharge to a municipal separate storm sewer (storm drain) system (MS4) that is prohibited under local, state, or federal statutes, ordinances, codes, or regulations. The term illegal discharge includes all non-stormwater discharges not composed entirely of stormwater and discharges that are not exempt from prohibition (Section 4-21.60). The term illegal discharge does not include discharges that are regulated by an NPDES permit (other than the Small MS4 General Permit).

Sec. 4-21.27. Illicit connections.

"Illicit connections" is defined as either of the following:

(a) Any drain or conveyance, whether on the surface or subsurface which allows an illegal discharge to enter the storm drain system including but not limited to any conveyances which allow any non-stormwater discharge including sewage, process wastewater, and wash water to enter the storm drain system and any collections to the storm drain system from indoor drains and sinks, regardless of whether said drain or connection had been previously allowed, permitted, or approved by a government agency; or

(b) Any drain or conveyance connected from a commercial or industrial land use to the storm drain system which has not been documented in plans, maps, or equivalent records and approved by the City.

Sec. 4-21.28. Incidental Irrigation Runoff.

"Incidental irrigation runoff" shall mean unintended amounts (volume) of runoff, such as unintended, minimal over-spray from sprinklers that escapes the landscaped area of intended use. Water leaving an intended use area is not considered incidental if it is part of the facility design, is due to excessive application, is due to intentional overflow or application, or is due to negligence.

Sec. 4-21.29. Industrial activity.

"Industrial activity" means activities subject to NPDES industrial permits as defined in 40 CFR Section 122.26 (b)(14).

Sec. 4-21.30. Industrial wastes.

"Industrial wastes" means the liquid wastes from industrial manufacturing processes, trade, or business.

Sec. 4-21.31. Local health officer.

"Local health officer" means the Sutter County Health Officer.

Sec. 4-21.32. Low Impact Development

"Low Impact Development (LID)." A sustainable practice that benefits water supply and contributes to water quality protection. LID uses site design and stormwater management to maintain the site's pre-development runoff rates and volumes. The goal of LID is to mimic a site's predevelopment hydrology by using design techniques that infiltrate, filter, store, evaporate, and detain runoff close to the source of rainfall.

Sec. 4-21.33. National Pollutant Discharge Elimination System permit.

"National Pollutant Discharge Elimination System (NPDES)" is a discharge permit issued by the United States Environmental Protection Agency, the State Water Resources Control Board, or a California Regional Water Quality Control Board pursuant to the Clean Water Act that authorizes discharges to waters of the United States.

Sec. 4-21.34. Natural outlet.

"Natural outlet" means any outlet into a watercourse, pond, ditch, lake or other body of surface or groundwater.

Sec. 4-21.35. Non-stormwater discharge.

"Non-stormwater discharge" means any discharge to the storm drain system that is not composed entirely of stormwater.

Sec. 4-21.36. Permit Registration Documents.

“Permit Registration Documents (PRDs)”are the application materials required by the State Water Resources Control Board that includes a notice of intent (NOI) to comply with the terms of the General Permit to Discharge Storm Water Associated with Construction and Ground Disturbing Activities (Order No. 2009-0009-DWQ as amended, General Permit No. CAS000002) or the General Permit to Discharge Storm Water Associated with Industrial Activities (Order No. 2014-057-DWQ, General Permit No. CAS000001)

Sec. 4-21.37. Person.

"Person" means any individual, partnership, co-partnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity or any other legal entity, or their legal representatives, agents or assigns.

Sec. 4-21.38. Pollutant.

"Pollutant" means anything which causes or contributes to pollution. Pollutants may include, but are not limited to: paints, varnishes, and solvents; oil and other automotive fluids; nonhazardous liquid and solid wastes and yard wastes; refuse, rubbish, garbage, litter, or other discarded or abandoned objects, articles, and accumulations, so that same may cause or contribute to pollution; floatables; pesticides, herbicides, and fertilizers; hazardous substances and wastes; sewage, fecal coliform and pathogens; dissolved and particulate metals; animal wastes; wastes and residues that result from constructing a building or structure (including, but not limited to, sediments, slurries, concrete rinsates, lime, and asphalt); and noxious or offensive matter of any kind, that is discharged to or placed in such a way as to be carried away by stormwater into the storm drains and watercourses of the City.

Sec. 4-21.39. Pollution.

"Pollution" means any water or other liquids containing wastes or other materials in concentrations sufficient to create a nuisance condition by directly or indirectly altering the waters' chemical, physical, or biological integrity. Pollution includes, but is not limited to, any discolored or otherwise aesthetically undesirable waters; waters that are harmful to human life; and wastes that interfere with the beneficial uses of local water courses (agricultural supply; municipal supply; recreation; aesthetic enjoyment; groundwater recharge; preservation and enhancement of fish, wildlife, and other aquatic resources).

Sec. 4-21.40. Porter-Cologne Act.

"Porter-Cologne Act" means the California Porter-Cologne Water Quality Control Act and as amended (California Water Code Section 13000 et seq.).

Sec. 4-21.41. Post Construction Measure Requirements.

“Post Construction Measure Requirements." The requirements of Provision E.12 of the Small MS4 General Permit that contain design standards or performance criteria to address the post-construction phase impacts of new projects and redeveloped projects on stormwater quality and quantity.

Sec. 4-21.42. Premises.

"Premises" means any building, lot, parcel of land, or portion of land whether improved or unimproved including adjacent sidewalks and parking strips.

Sec. 4-21.43. Receiving water limitation.

"Receiving water limitation" means site specific interpretations of water quality standards from applicable water quality control plans.

Sec. 4-21.44. Regional Board.

"Regional Board" means the California Regional Water Quality Control Board, Central Valley Region.

Sec. 4-21.45. Responsible person.

“Responsible person” shall mean the owner or occupant of any premises or who engages in any activity from which there is or may be a non-stormwater discharge or any person who releases pollutants to the City’s stormwater system.

Sec. 4-21.46. Rubbish.

"Rubbish" means any and all solid waste materials, including, but not limited to, paper, rags, bottles, cans, glass, boxes, packing material, trimmings from lawns, trees and gardens, magazines, books, ashes, and construction debris.

Sec. 4-21.47. Sewage.

"Sewage" means a combination of the municipal wastewater from residences, business buildings, institutions, and industrial establishments, together with such ground, surface, and stormwaters as may be present.

Sec. 4-21.48. Small MS4 General Permit.

"Small MS4 General Permit" is the NPDES general stormwater permit applicable to the City of Yuba City, Water Quality Order No. 2013-0001—DWQ, General Permit No. CAS000004, and any subsequent amendment, reissuance or successor to this NPDES permit.

Sec. 4-21.49. Spill.

"Spill" means any leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment, unless permitted or authorized by a regulatory agency.

Sec. 4-21.50. Storm drain system.

"Storm drain system" or "storm drain" includes but is not limited to those publicly owned stormwater drainage conveyance facilities within the City by which stormwater may be collected and/or conveyed to the waters of the United States, including but not limited to any roads with drainage systems, municipal streets, gutters, curbs, inlets, piped storm drains, pumping facilities, retention and detention basins, natural and human-made or altered drainage channels, reservoirs, and other drainage structures which are within the City and are not part of a publicly owned treatment works as defined at 40 CFR Section 122.2 or privately owned facilities outletting to waters of the United States or connected to the City storm drain system.

Sec. 4-21.51. Stormwater.

"Stormwater" means stormwater runoff, surface flow and runoff, and drainage consisting entirely of water from weather events such as rain, snow, sleet, or hail.

Sec. 4-21.52. Stormwater Facilities Operation and Maintenance Plan.

"Stormwater Facilities Operation and Maintenance Plan" is a plan identifying the locations and characteristics of stormwater management facilities on a newly developed or redeveloped site and describing maintenance activities, schedules, and responsibilities to ensure the ongoing proper operation of those facilities.

Sec. 4-21.53. Stormwater management facility.

"Stormwater management facility" is any device designated to detain, retain, filter, or infiltrate stormwater.

Sec. 4-21.54. Stormwater Pollution Prevention Plan (SWPPP).

"Stormwater pollution prevention plan (SWPPP)" is a plan to identify sources of pollutants that affect the quality of stormwater discharges and describes and ensures the implementation of practices to reduce pollutants in stormwater discharges.

Sec. 4-21.55. Urban Runoff.

"Urban runoff" is stormwater runoff from an urbanized area including streets and adjacent domestic and commercial properties that carries pollutants of various types into the storm drainage system and receiving waters.

Sec. 4-21.56. Urbanized Area.

Urbanized area" is a densely settled core of census tracts and/or census blocks that have a population of at least 50,000, along with adjacent territory containing non-residential urban land uses as well as territory with low population density included to link outlying densely settled territory with the densely settled core.

Sec. 4-21.57. Watercourse.

"Watercourse" means a channel, ditch, drainage swale, closed pipe system, whether manmade or natural, or depression in which a flow of water occurs, either continuously or intermittently.

Sec. 4-21.58. Waters of the United States.

"Waters of the United States" means surface watercourses and water bodies as defined within 40 CFR Section 122.2 including all natural waterways and definite channels and depressions in the earth that may carry water, even though such waterways may only carry water during rains and storms and may not carry stormwater at and during all times and seasons.

Article 3. Discharge Prohibitions

Sec. 4-21.59. Prohibition of illegal discharges.

It is unlawful to discharge, permit to be discharged or cause to be discharged any non-stormwater discharges into any storm drain system, watercourse, natural outlet, creek or channel except as provided in Section 4-21.60. All discharges other than stormwater must be in compliance with this chapter, state and federal regulations.

The discharge of stormwater from premises or any activity that causes or contributes to a violation of receiving water limitations in the City's NPDES permit is prohibited.

Sec. 4-21.60 . Exemptions.

The commencement, conduct or continuance of any illegal discharge to the storm drain system is prohibited except as described as follows:

(a) Discharges from the following activities will not be considered a significant source of pollutants to the municipal storm drain system and to waters of the United States when properly managed to ensure that no potential pollutants are present, and therefore they shall not be considered

illegal discharges unless determined to cause a violation of the provisions of the Porter-Cologne Act, the Federal Clean Water Act, the Small MS4 General Permit, or this chapter:

(1) Water line flushing;
(2) Incidental irrigation runoff from landscaped areas provided the conditions in item (d) of this section are met;
(3) Diverted stream flows;
(4) Rising groundwater;
(5) Uncontaminated groundwater infiltration (as defined at 40 CFR Section 35.2005 (20)) to separate storm sewers;
(6) Uncontaminated pumped groundwater;
(7) Discharges from potable water sources;
(8) Foundation drains;
(9) Air-conditioning condensation;
(10) Springs;
(11) Water from crawl space pumps;
(12) Footing drains;
(13) Lawn watering;
(14) Individual residential car washing;
(15) Flows from riparian habitats and wetlands;
(16) Dechlorinated swimming pool discharges; and

(b) Discharges or flows from fire-fighting activities are excluded from the prohibition of non-stormwater and need only be addressed where they are identified as significant sources of pollutants to waters of the United States.

(c) The prohibition of non-stormwater discharges shall not apply to any discharges regulated under another NPDES permit, waiver or waste discharge order issued to the discharger and administered by the State of California under the authority of the Federal Environmental Protection Agency, provided that the discharger is in full compliance with all requirements of the permit, waiver, or order and other applicable laws and regulations, and provided that approval has been granted by the City for any discharge to the storm drain system.

(d) Irrigation systems must be designed to conserve water and prevent water leaving the area of application. Persons responsible for controlling irrigation systems shall prevent excessive irrigation runoff by:

1) Detecting and correcting leaks from the irrigation system within 72 hours of discovering the leak;
2) Properly designing and aiming sprinkler heads to only irrigate the planned application area;
3) Not irrigating during precipitation events; and
4) Where recycled water is used for irrigation, designing and managing holding ponds such that no discharge occurs unless it is the result of the 25 year-24 hour storm event. Any releases from holding ponds must be reported to the Regional Water Board and the City of Yuba City within 24 hours of the discharge.

Sec. 4-21.61. Exceptions to otherwise applicable exemptions.

Notwithstanding the exemptions provided for in the previous section above, if the Regional Board or the Director determines that a discharge which is otherwise exempt from the prohibition on discharges causes or significantly contributes to a violation of any receiving water limitation or results in the conveyance of significant quantities of pollutants to surface waters, or is otherwise a danger to public health or safety, the Director may give written notice to the owner or operator of the facility that the discharge exception shall not apply to the discharge at issue following a 30-day period commencing upon delivery of the notice. Upon expiration of such 30-day period, any such discharge from the noticed facility shall be unlawful. Upon finding that any discharge poses an immediate significant threat to the environment or to public health and safety, the Director may waive the 30-day waiting period and require immediate cessation of the discharge.

Sec. 4-21.62. Solid waste disposal prohibitions.

Except for pollutants lawfully disposed of by way of containers or at a licensed dumping ground, no person shall throw, deposit, leave, maintain, keep, or permit to be thrown, deposited, placed, left, or maintained, in or upon any public or private lot of land or other premises in the City, driveway, parking area, street, alley, sidewalk, business place, component of the storm drain system, or waters of the United States, any refuse, rubbish, garbage, litter or other discarded or abandoned objects, articles, and accumulations, so that the same might be or become a pollutant discharged to water or may cause or contribute to pollution. Wastes properly deposited in streets in proper waste receptacles or pursuant to a City sponsored program for the purposes of collection are exempted from this prohibition.

The occupant or tenant, or in the absence of occupant or tenant, the owner, lessee or proprietor of any premises, residential or commercial, in the City in front of which there is a paved sidewalk shall maintain said sidewalk free of dirt or litter to the maximum extent practicable. Sweepings from said sidewalk, including but not limited to the blowing or sweeping of leaves, grass clippings, or other organic wastes, shall not be swept or otherwise made or allowed to go into the gutter or roadway.

Sec. 4-21.63. NPDES Stormwater discharge general permits

Any person conducting an industrial or construction activity, or other discharger, described in any general stormwater permit addressing such discharges, as may be adopted by the Environmental Protection Agency, State Water Resources Control Board, or the Regional Water Board, shall provide Permit Registration Documents, comply with, and undertake, all other activities required by any general stormwater permit applicable to such discharges.

Proof of compliance with said stormwater general permit may be required in a form acceptable to the Director prior to, or as a condition of, a subdivision map, site plan, building permit, grading permit, or development or improvement agreement, upon inspection of the facility, during any enforcement proceeding or action, or for any other reasonable cause. Prior to issuance of a construction permit or approval of the proposed improvement plans, proof of compliance shall include a copy of the Notice of Intent (NOI), and a stormwater pollution prevention plan (SWPPP) for said activity submitted to the City.

The Director and/or the enforcement officer, may, at any time, inspect facilities and sites subject to general stormwater permits to ensure compliance with the measures outlined in the SWPPP for said facilities and sites and implement enforcement measures as outlined in Article 5 of this chapter.

Article 4. Regulations and Requirements

Sec. 4-21.64. Requirement to prevent, control, and reduce stormwater pollutants.

(a) The Director is authorized to designate as subject activities any activities, operations, or facilities identified as sources or potential sources of pollutant discharges to the City storm drain system, natural surface waters, or watercourses. A subject activity may occur at a stationary facility or it may occur as a mobile activity that takes place at various job sites. The City may require the implementation of best management practices (BMPs) for any of such subject activities that may cause or contribute to pollution or contamination of stormwater, the storm drain system, or waters of the U.S.

(b) All persons engaged in activities which will or may result in pollutants entering the City storm drain system, natural surface waters, or watercourses shall undertake all practicable measures to cease such activities, and/or eliminate or reduce such pollutants. Such activities shall include, but not be limited to, ownership and use of parking lots, gasoline stations, industrial facilities, commercial facilities, ground disturbing activities, and stores fronting City streets. Such persons shall implement BMPs to prevent and/or reduce such pollutants from entering non-stormwater discharges and/or stormwater discharges.

(c) All BMPs shall be protected, inspected, and maintained to ensure continuous and fully effective performance as designed. A maintenance and inspection schedule for both dry and wet season BMPs shall be in writing and a record shall be kept with dates, the BMP inspected or maintained, a description of any maintenance activity, and the name of the inspector or maintenance foreman. This record shall be made available to the Director upon request.

(d) Whenever the Director finds that a discharge of pollutants is taking place or has occurred that results in or resulted in pollutants entering the City storm drain system or natural surface waters, the Director shall require by written notice to the owner or occupant of the property that the pollution be remediated and the affected property restored within a specified time pursuant to the provisions of this chapter.

(e) The Director shall by written notice require that persons engaged in subject activities and/or owning or operating designated facilities, which may cause or contribute to stormwater pollution, illicit discharges, and/or non-stormwater discharges into the City storm drain system, natural surface waters, or watercourses, to undertake at said person's expense such monitoring and analyses and furnish such reports to the Director as deemed necessary to determine compliance with this chapter.

(f) The City may establish requirements identifying appropriate best management practices to control the volume, rate, and potential pollutant load of stormwater runoff from new development and redevelopment projects as may be appropriate to minimize the generation, transport and discharge of pollutants. The City shall incorporate such requirements in any land use entitlement and construction or

building-related permit to be issued relative to such development or redevelopment. The owner and developer shall comply with the terms, provisions, and conditions of such land use entitlements and building permits as required in this chapter.

Sec. 4-21.65. Best management practices for construction and ground disturbing activities.

Any person performing any ground disturbing activities shall implement appropriate best management practices (BMPs) consistent with the California Stormwater Quality Association BMPs or equivalent to prevent the discharge of sediment, construction wastes, or pollutants from construction materials, tools, and equipment from entering into the City storm drain system or natural surface waters. These pollutants may include, but are not limited to, soils, construction wastes, or debris, contaminants from construction materials, tools, and equipment.

(a) Authorization to Review. The City has the authority to review designs and proposals for construction activities and new development and redevelopment sites to determine whether adequate BMPs will be installed, implemented, and maintained during construction and after final stabilization (post-construction).

(b) Erosion and Sediment Control. All construction plans and applications submitted to the City pursuant to any permit application shall consider the potential for erosion and sedimentation at the construction site, and shall include appropriate erosion and sedimentation controls.

(c) Erosion and Sediment Control Plan Requirements:

(1) When required by the City, a project shall have an Erosion and Sediment Control Plan (ESCP) that addresses erosion and sediment control and pollution prevention during the construction phase and final stabilization control measures. The ESCP shall be implemented year round and must be updated to reflect changing conditions on the project site.

(2) Implementation of an approved ESCP by the applicant shall be a condition precedent to the issuance of a grading permit, building permit, or a construction permit for a project subject to this section. Subsequent changes to the ESCP must be submitted to the City for review and approval.

(3) The Director may issue guidance and requirements specifying the content of ESCPs. The City will provide references to current guidance manuals and BMP information on request.

(4) The City shall collect a fee in accordance with the fee schedule to ensure compliance with the ESCP. The fee schedule would be adopted under a separate resolution.

(5) Financial security may be required to ensure that BMPs operate and are maintained during the construction period. Financial security shall consist of an irrevocable letter of credit, cash deposit, or performance bond as determined by the City.

Sec. 4-21.66. Best management practices for new development and redevelopment.

(a) New development and redevelopment projects shall be required to implement post-construction BMPs to control the volume, rate, and potential pollutant load of stormwater runoff, including, but not limited to, requirements to minimize the generation, transport, and discharge of pollutants.

(b) Post Construction BMPs

(1) Prior to and/or during construction, the City may establish controls on the volume and rate of stormwater runoff from new developments and redevelopment as may be appropriate to minimize peak flows or total runoff volume, and to mimic the pre-development site hydrology. These controls may include limits on impervious area or provisions for detention and retention of runoff on-site.

(2) Permanent Structural Controls. The City may require, as a condition of project approval, permanent structural controls designed for the removal of sediment and other pollutants. The selection and design of such controls shall be in accordance with criteria established or recommended by federal, state, or local agencies. Where physical and safety conditions allow, the preferred control measure is to retain drainageways above ground and in as natural a state as possible or other biological methods such as bioretention areas.

(3) The Director may issue design guidelines for post-construction BMPs consistent with the Small MS4 General Permit and may amend the guidelines from time to time in accordance with state and federal laws.

(4) The City shall incorporate such post-construction design guideline requirements in any land use entitlement and construction or building-related permit to be issued relative to such development or redevelopment. The owner and developer shall comply with the terms, provisions and conditions of such land use entitlements and building permits as required in this chapter. The City shall collect a fee in accordance with the fee schedule to ensure compliance with the post-construction BMPs.

(5) Any permit issued for the construction of a privately-owned post-construction BMP shall be conditioned upon the applicant providing a written acknowledgement of the obligation to maintain the BMP in accordance with the original design capacity and standards. In the event that future improvements negate the need for a privately-owned post-construction BMP, the maintenance obligation may be altered or removed by the Director upon the receipt and review of a document evidencing the removal of such obligation.

(c) Runoff Control Plan Requirements:

(1) For each new development and redevelopment project subject to the development runoff requirements, or where required by the nature and extent of a proposed project and where deemed appropriate by the City, every applicant will submit a runoff control plan and shall implement conditions of approval that reduce stormwater pollutant discharges through the construction, operation and maintenance of source control measures, low impact development design, site design measures, stormwater treatment measures and hydromodification management measures. Increases in runoff shall be managed in accordance with the development runoff requirements.

(2) Implementation of an approved runoff control plan and submittal of an approved stormwater facilities operation and maintenance plan by the applicant shall be a condition precedent to the issuance of a building permit or a construction permit for a project subject to this section. Financial security may be required to ensure that stormwater management facilities operate and are maintained following construction for a period which may be determined by the City. Financial security shall consist of an irrevocable letter of credit, cash deposit, or performance bond as determined by the City.

(3) All stormwater management facilities shall be designed in a manner to minimize the need for maintenance and reduce the chances of failure. All stormwater management facilities shall be maintained according to the approved stormwater facilities operation and maintenance plan. The person(s) or organization(s) responsible for maintenance shall be designated in the plan. Unless a different time period is provided for in the plan, those responsible for maintenance shall inspect the stormwater management facility at least annually. The plan shall also describe how the maintenance costs will be funded. Upon the failure of a responsible person to maintain a stormwater management facility in accordance with this chapter or the plan, the City may perform the maintenance and recover its costs from the responsible person as provided in this Chapter.

(4) For each new development and redevelopment project subject to the development runoff requirements, or where deemed appropriate by the City, access by the City to stormwater management facilities for inspections, as provided in Section 4-21.74, and through such means as may be appropriate, including, but not limited to, legal agreements, recorded covenants or easements, shall be provided by the property owner.

Sec. 4-21.67. Requirement to eliminate illegal discharges.

Notwithstanding the requirements of this chapter, the Director may require by written notice that a person responsible for an illegal discharge immediately, or by a specified date, discontinue the discharge and, if necessary, take measures to eliminate the source of the discharge to prevent the occurrence of future illegal discharges.

Sec. 4-21.68. Prohibition of illicit connections.

(a) It shall be unlawful for any person to establish, use or maintain, or cause to establish, use or maintain, any illicit connection. Illicit connections shall be subject to removal or abatement by the City. This prohibition expressly includes, without limitation, illicit connections made in the past regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.

(b) The prohibition set forth in subsection (a) above shall apply to illicit connections in existence at the time this chapter becomes effective. Upon the effective date of this chapter, any person who maintains an illicit connection shall have thirty (30) days to disconnect and discontinue use of such connection or secure approval of such connection.

Sec. 4-21.69. Requirement to eliminate or secure approval for illicit connections.

(a) The Director may require by written notice that a person responsible for an illicit connection to the storm drain system comply with the requirements of this chapter to eliminate or secure approval for the connection by a specified date, regardless of whether or not the connection or discharges to it had been established or approved prior to the effective date of this chapter.

(b) If, subsequent to eliminating a connection found to be in violation of this chapter, the responsible person can demonstrate that an illegal discharge will no longer occur, said person may request City approval to reconnect. The reconnection or reinstallation of the connection shall be at the responsible person's expense.

(c) If any person fails to disconnect an illicit connection upon notification by the Director or enforcement officer, the Director or enforcement officer may direct that such connection be disconnected from the storm drain system. The City may pursue the recovery of costs for such disconnection.

Sec. 4-21.70. Watercourse protection.

Every person owning property through which a watercourse passes, or such person's lessee, shall keep and maintain that part of the watercourse within the property reasonably free of trash, debris, excessive vegetation, and other obstacles that would pollute, contaminate, or significantly retard the flow of water through the watercourse. In addition, the owner or lessee shall maintain existing privately owned structures within or adjacent to a watercourse, so that such structures will not become a hazard to the use, function, or physical integrity of the watercourse. The owner or lessee shall not remove healthy bank vegetation beyond that actually necessary for utility and bikeway construction and/or maintenance, flood control, or fire protection, nor remove said vegetation in such a manner as to increase the vulnerability of the watercourse to unnaturally high rates of erosion.

Sec. 4-21.71. Prohibition of spills.

It shall be unlawful for any person to allow a spill to discharge into the municipal storm drain system or any watercourse.

Sec. 4-21.72. Notification of spills.

Notwithstanding other requirements of law, as soon as any person responsible for a facility or operation, or responsible for emergency response for a facility or operation has information of any known or suspected release of materials which are resulting or may result in illegal discharges or pollutants discharging into stormwater, the municipal storm drain system, any watercourse, or water of the United States from said facility, said person shall take all necessary steps to ensure the discovery, containment, and cleanup of such release.

(a) In the event of such a release of a hazardous material said person shall immediately notify emergency response officials of the occurrence via emergency dispatch services (911). Said person should also notify the Public Works Department immediately. Notifications in person or by phone shall be confirmed by written notice addressed and mailed to the City's Public Works Department within three business days of the phone notice.

(b) In the event of a release of nonhazardous materials, said person shall notify the City's Public Works Department, Stormwater Management Program, no later than 5:00 p.m. of the next business day. Notifications in person or by phone shall be confirmed by written notice addressed and mailed to the City's Public Works Department, Engineering Division, Stormwater Management Program, within three (3) business days of the phone notice. If the discharge of prohibited materials emanates from a commercial or industrial establishment, the owner or operator of such establishment shall also retain an on-site written record of the discharge and the actions taken to prevent its recurrence. Such records shall be retained for at least three (3) years.

(c) For any discharge subject to the reporting requirements of the State of California Water Code Sections 13271 and 13272, notification in compliance therewith shall constitute sufficient notification for the purposes of this section.

Sec. 4-21.73. Hazardous materials response.

Any person engaged in activities which may result in pollutants entering the municipal storm drain system shall, to the maximum extent practicable, undertake the measures set forth below to reduce the risk of non-stormwater discharge and/or pollutant discharge.

(a) Any business requiring a hazardous materials release response and inventory plan under chapter 6.95 (commencing with Section 25500) of Division 20 of the California Health and Safety Code, shall include in that plan provisions for compliance with this chapter, including the provisions prohibiting non-stormwater discharges and illegal discharges or connections, and requiring the release of pollutants to be reduced to the maximum extent practicable.

(b) Any business requiring a hazardous waste generator contingency plan and emergency procedures pursuant to California Code of Regulations, Title 22, sections 66265.51 to 66265.56, shall include in that plan provisions for compliance with this chapter, including the provisions prohibiting non-stormwater discharges and illegal discharges, and requiring the release of pollutants to be reduced to the maximum extent practicable.

Article 5. Inspection and Monitoring

Sec. 4-21.74. Authority to inspect.

Whenever necessary to make an inspection to enforce any provision of this chapter, or whenever the Director, or enforcement officer, has cause to believe that there exists, or potentially exists, in or upon any premises any condition which constitutes a violation of this chapter, the Director, and/or the enforcement officer, may enter and inspect such premises (including, but not limited to, facilities, equipment, practices, or operations that may be situated outside the premises or at field sites) at all reasonable times to inspect and copy records related to stormwater compliance to inspect the same for any or all of the following situations, as determined by the Director and/or the enforcement officer:

a) Routine inspections to ensure implementation of BMPs and other requirements of this chapter;
b) Active or potential stormwater discharges;
c) Whenever there is reasonable cause to believe that there exists any condition which constitutes a violation of the provisions of this chapter or the Phase II Stormwater Permit;
d) Actual violations of this chapter or the Phase II Stormwater Permit;
e) Whenever necessary to enforce any of the provisions of this chapter or the Phase II Stormwater Permit; or
f) To perform any duty imposed upon the official by this chapter.

The Director and/or enforcement officer must present proper credentials, and obtain consent from the owner or occupant, to enter. In the event the owner or occupant refuses entry after a request to enter and inspect has been made, the City is hereby empowered to seek assistance from any court of competent jurisdiction in obtaining such entry.

Sec. 4-21.75. Authority to sample, establish sampling devices, and test.

Inspections shall be based upon such reasonable selection processes as may be deemed necessary to carry out the objectives of this chapter, including but not limited to, random sampling and/or sampling in areas with evidence of stormwater contamination, illegal discharge, non-stormwater discharge to the stormwater conveyance system, or similar factors.

During any inspection as provided herein, the Director or his or her designee may take samples, perform any testing deemed necessary and take photographs to aid in the pursuit of the inquiry or to record site activities. This authority may include the installation of sampling and metering devices on private property, or requiring the person owning or occupying the premises to supply samples. The enforcement officer may require monitoring, analysis and reporting of discharges from any premises to the municipal storm drain system. Upon service of written notice by the enforcement official, the burden, including cost, of these activities, analyses and reports, incurred in complying with the requirement shall, to the extent permitted by law, be borne by the property owner or occupant of the facility or activity for which testing and monitoring has been requested.

Sec. 4-21.76. Requirement to monitor and analyze.

The Director may require by written notice a requirement that any person engaged in any activity and/or owning or operating any facility which may cause or contribute to stormwater pollution, illegal discharges, and/or non-stormwater discharges to the storm drain system or waters of the United States, to undertake at said person's expense such monitoring and analyses and furnish such reports to the City as deemed necessary to determine compliance with this chapter.

Sec. 4-21.77. Requirement to remediate.

Whenever the Director finds that a discharge of pollutants is taking place or has occurred which will result in or has resulted in pollution of stormwater, the storm drain system, or waters of the United States, the Director may require by written notice to the owner of the property and/or the responsible person that the pollution be remediated and the affected property restored at their expense within a specified time pursuant to the provisions of this chapter.

Article 6. Enforcement

Sec. 4-21.78. Violations.

It is unlawful for any person to violate any provision or fail to comply with any of the requirements of this chapter. Causing, permitting, aiding, abetting or concealing a violation of any provision of this chapter shall constitute a violation of this chapter. A violation of the provisions of this chapter shall occur irrespective of the negligence or intent of the violator to construct, maintain, operate or utilize an illicit connection or to cause, allow or facilitate any prohibited discharge. A violation of or failure to comply with any of the requirements of this chapter may be charged as either an infraction or a misdemeanor in the discretion of the City attorney.

In addition to any other enforcement powers and/or remedies provided in this chapter, the Director or enforcement officer may issue an order to a person to cease and desist from the discharge, practice, operation or other activity causing or likely to cause a violation of this chapter. At the discretion of the Director or enforcement officer, orders to cease and desist may take the following form:

a) Verbal Warnings, as may be issued during inspections;
b) Warning Letters and Orders to Abate Pollution;
c) Warning Letters with requirements to submit written reports; and
d) Formal violations and legal action as described in this chapter.

Whenever the Director or enforcement officer finds that a person has violated a prohibition or failed to meet a requirement of this chapter, the Director or enforcement officer may order compliance by written notice of violation to the responsible person. Such notice may require, without limitation:

a) The performance of monitoring, analyses and reporting;
b) The elimination of illicit connections or discharges;
c) That violating discharges, practices or operations shall cease and desist;
d) The abatement or remediation of stormwater pollution or contamination hazards and the restoration of any affected property;

e) Payment of a fine to cover administrative and remediation costs; and
f) The implementation or maintenance of source control or treatment BMPs.

If abatement of a violation and/or restoration of affected property is required, the notice shall set forth a deadline within which such remediation or restoration must be completed. Said notice shall further advise that, should the violator fail to remediate or restore within the established deadline, the work may be done by the City or a contractor designated by the Director and/or the enforcement officer and the expense thereof shall be charged to the violator pursuant to this chapter. A notice issued under this chapter shall identify the provisions of this chapter which have been violated, shall state the recipient has the right to appeal as set forth in Section 4-21.81 of this chapter.

Said notice shall be served upon recipient by: (1) personal service; (2) deposit in U.S. mail, postage pre-paid for first class delivery; or (3) electronic mail service with confirmation of receipt. Where recipient is the owner of the subject property, the address for notice shall be the address from the most recently issued equalized assessment roll or as otherwise appears in the current records of the county. Where the owner or occupant cannot be located after reasonable efforts, notice of violation shall be deemed delivered after posting on the subject property for a period of ten days.

Sec. 4-21.79. Acts potentially resulting in a violation of the Clean Water Act and/or Porter-Cologne Act.

Any person who violates any provision of this chapter or any provision of any requirement issued pursuant to this chapter, or who discharges waste or wastewater which causes pollution, or who violates any cease and desist order, prohibition, or effluent limitation, may also be in violation of the Federal Clean Water Act and/or the Porter-Cologne Act and may be subject to the sanctions of those acts including civil and criminal penalties. Any enforcement action authorized under this chapter shall also include written notice to the violator of such potential liability.

Sec. 4-21.80. Violation procedure.

Whenever the Director determines that a violation has occurred, or may occur, the violation procedure may follow the City's Administrative Citation Program contained in Chapter 6, Title 1, of the City's Municipal Code or any other procedure authorized by law or the City's Municipal Code in the discretion of the City. In any such action, the City may seek, and the court shall grant, as appropriate, any or all of the following remedies:

a) A temporary and/or permanent injunction.
b) An action for an unlawful business practice pursuant to Business and Professions Code Section 17206;
c) Assessment of the violator for the costs of any investigation, inspection, or monitoring survey which led to the establishment of the violation, and for the reasonable costs of preparing and bringing legal action under this subsection.
d) Costs incurred in removing, correcting, or terminating the adverse effects resulting from the violation.

e) Compensatory damages for loss or destruction to water quality, wildlife, fish and aquatic life. Assessments under this subsection shall be paid to the City to be used exclusively for costs associated with monitoring and establishing stormwater discharge pollution control systems and/or implementing or enforcing the provisions of this chapter.
f) The cost of maintenance and repair of any BMP or stormwater management facility that is not maintained in accordance with the guidebook or the stormwater control plan.

Sec. 4-21.81. Appeal.

Any person may appeal a violation of this chapter in accordance with the applicable provisions of the Yuba City Municipal Code.

Sec. 4-21.82. Stop work orders.

Whenever any work is being done contrary to the provisions of this chapter, the Director or enforcement officer may order the work stopped by notice in writing served on any persons engaged in the doing or causing such work to be done, and any such persons shall forthwith stop such work until authorized by the Director or enforcement officer to proceed with the work.

Sec. 4-21.83. Urgency abatement on private property.

The Director is authorized to require immediate abatement of any violation of this chapter that constitutes an immediate threat to the health, safety or well-being of the public or the environment, or is a violation of a NPDES permit. If any such violation is not abated immediately as directed by the Director, the City is authorized to enter onto private property and to take any and all measures required to remediate the violation. In the event the owner or occupant refuses entry after a request to enter and inspect has been made, the City is hereby empowered to seek assistance from any court of competent jurisdiction in obtaining such entry. Any expense related to such remediation undertaken by the City shall be fully reimbursed by the property owner and/or responsible party. Any relief under this section shall not prevent the City from seeking other and further relief authorized under this chapter.

Sec. 4-21.84. Urgency abatement of municipal storm drain system.

The Director is authorized to immediately abate or require the abatement of any illegal discharge or spill into the municipal storm drain system when in the opinion of the enforcement officer it constitutes or threatens to constitute an immediate threat to the public health, safety or wellbeing, or to the environment, or is a violation of a NPDES permit. If any such violation is not abated immediately as directed by the Director or the enforcement officer, the City is authorized to enter onto private property and to take any and all measures required to remediate the violation. In the event the owner or occupant refuses entry after a request to enter and inspect has been made, the City is hereby empowered to seek assistance from any court of competent jurisdiction in obtaining such entry. Any expense related to such remediation undertaken by the City shall be fully reimbursed by the property owner and/or responsible party. Any relief under this section shall not prevent the City from seeking other and further relief authorized under this chapter.

Section 3. This ordinance shall become effective thirty (30) days after its adoption. A summary of this ordinance shall be published once at least five (5) days prior to the adoption of this ordinance and once within fifteen (15) days after its adoption, in the Appeal Democrat, a newspaper of general circulation in the City of Yuba City.

Introduced and read at a regular meeting of the City Council of the City of Yuba City the 19th day of January, 2016, and adopted at a regular meeting thereof held on the 16th day of February, 2016.

AYES:

NOES:

ABSENT:

_____
John Buckland, Mayor

ATTEST:

_____
Terrel Locke, City Clerk

APPROVED AS TO FORM:

_____
Tim Hayes, City Attorney

MINUTES (DRAFT)
REGULAR MEETING OF THE CITY COUNCIL
CITY OF YUBA CITY
COUNCIL CHAMBERS
FEBRUARY 2, 2016
5:00 P.M. – CLOSED SESSION
6:00 P.M. – REGULAR MEETING

Closed Session—Butte Room

A. Conferred with real property negotiators Steve Kroeger and Diana Langley pursuant to Government Code Section 54956.8 regarding negotiations regarding possible purchase of the following properties or portions thereof: APN 15-530-021 Lynn Way – William and Patricia Jaeger.

B. Conferred with real property negotiators Steven Kroeger and Diana Langley pursuant to Government Code Section 54956.8 regarding negotiations with Union Pacific Railroad regarding possible purchase of right-of-way.

C. Conferred with real property negotiators Steven Kroeger and Diana Langley pursuant to Government Code Section 54956.8 regarding possible purchase of the following properties or portions thereof: APN 52-073-009, 977 Bridge Street.

Regular Meeting—Council Chambers

The City of Yuba City City Council meeting was called to order by Mayor Buckland at 6:01 p.m.

Roll Call

Present: Councilmembers Cleveland, Didbal, Dukes, Gill and Mayor Buckland

Absent: None

Invocation

Councilmember Cleveland gave the invocation.

Pledge of Allegiance to the Flag

Joel Gale and Wesley Reierson of Boy Scout Troop 30 led the Pledge of Allegiance.

Presentations & Proclamations

1. **Chloe Gonzales – NFL PUNT, PASS & KICK National Championship Recognition**

   Mayor Buckland congratulated Chole Gonzales on her achievement and presented her with a plaque

2. **Sutter Butte Flood Control Agency Presentation**

   Sutter Butte Floor Control Agency Executive Director Mike Inamine gave the presentation

Public Communication

3. **Written Requests** – None

4. Appearance of Interested Citizens

The following person spoke:

Gus Becerra, Regional Housing Authority – provided recognition to Councilmember Cleveland for his service on the Housing Authority Board.

Bid Opening

5. Landscape Maintenance Services Contract (RFP16-03)

Councilmember Dukes moved to award a contract to Landscapes by Stentzel of Live Oak, CA in the amount of $317,580 for one (1) year of landscape maintenance services of landscape maintenance districts, landscaped islands, and select City facilities with the option of three (3) one (1) year extensions and authorize the City Manager approve the extensions. Councilmember Cleveland seconded the motion that passed with a unanimous vote.

Ordinance

6. Consideration of Rezone No. 15-02 to facilitate the development of a 172 multiple family residential complex.

The following person spoke:

Beverly Jamieson, Yuba City

Councilmember Gill moved to adopt **Ordinance No. 001-16** rezoning approximately 1.40 acres of the overall 8.14 acre site to the proposed Multiple-Family Residential (R-3) Zone District, and waive the second reading. Councilmember Dukes seconded the motion that passed with a unanimous vote.

Consent Calendar

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

7. Minutes of January 12, 2016 and January 19, 2016

Approved the City Council Meeting Minutes of January 12 and 19, 2016.

General Items

8. Water/Wastewater Treatment Facility Supervisory Control and Data Acquisition (SCADA) Support

Councilmember Dukes moved to authorize a professional services contract with Tesco Controls in the amount of $100,000 with the finding it is in the best interest of the City. Councilmember Didbal seconded the motion that passed with a unanimous vote.

Business from the City Council

9. Appointments to City of Yuba City Boards and Commissions

The following person spoke:

Beverly Jamieson, Yuba City

Councilmember Gill moved to approve the City Council Screening Committee Recommendations for Appointments; appointing Ivin Rhyne to the Planning Commission and Anthony Kurlan to the Senior Commission. Councilmember Didbal seconded the motion that passed with a unanimous vote.

10. City Council Reports

- Councilmember Didbal
- Councilmember Dukes
- Councilmember Gill
- Vice Mayor Cleveland
- Mayor Buckland

Adjournment

Mayor Buckland thanked the River Valley High School students and members of Boy Scout troop 30 for attending the Council meeting and adjourned the Regular Meeting of the City Council of the City of Yuba City at 7:25 p.m. in honor of Harold (Hal) McNally and Tiffany Pappageorge.

_____
John Buckland, Mayor

Attest:

_____
Terrel Locke, City Clerk

CITY OF YUBA CITY
STAFF REPORT

Date: February 16, 2016

To: Honorable Mayor & Members of the City Council

From: Administration

Presentation By: Darin Gale, Economic Development & Public Affairs

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Summary

Subject: Purchase of 905 Bridge Street for the future widening of Bridge Street

Recommendation: Authorize the City Manager to execute a Purchase and Sale Agreement and Accept a Grant Deed for the Real Property for the purchase of 905 Bridge Street (APN 52-077-012) for $118,000 and authorize a supplemental appropriation in the amount of $154,000 from Road Development Impact Fees (931187-65517)

Fiscal Impact: $154,000 from Road Development Impact Fees (931187-65517)

Purpose:

Acquire property that is in the future right-a-way for the expansion of Bridge Street to four lanes between Hwy 99 east to the Fifth Street Bridge

Background:

As properties have come available along the north side of Bridge Street between Copper and Gray the City has been successful in acquiring them for the future expansion of Bridge Street to four lanes from Highway 99 to the Fifth Street Bridge. Currently 12 of the 19 parcel on the north side of Bridge Street within this area are publicly owned. The majority of these housing units are managed through an agreement between the City and the Regional Housing Authority of Sutter and Nevada Counties.

Analysis:

The City has an agreement with the owner of the property to purchase the home for $118,000. Once the City closes on the property we will perform a variety of inspections and abate any harmful substance so the structure can be demolished and scraped clean.

Below is a list of the approximate cost association with the additional appropriation request beyond the purchase price of the residence:

- Asbestos & Lead Remediation -- $11,000
- Final Demolition and Clean Up -- $13,000
- Project Management -- $2,000
- Contingency & Closing Cost -- $10,000

Fiscal Impact:

$154,000 from Road Development Impact Fees (931187-65517)

Recommendation:

Authorize the City Manager to execute a Purchase and Sale Agreement and Accept a Grant Deed for the Real Property for the purchase of 905 Bridge Street (APN 52-077-012) for $118,000 and authorize a supplemental appropriation in the amount of $154,000 from Road Development Impact Fees (931187-65517)

Alternatives:

1. Do not approve purchase of 905 Bridge Street
2. Purchase the property and do not demolish the building

Attachment:

- Map of Area

Prepared by:

/s/ Darin Gale

Darin E. Gale
Economic Growth and Public Affairs

Submitted by:

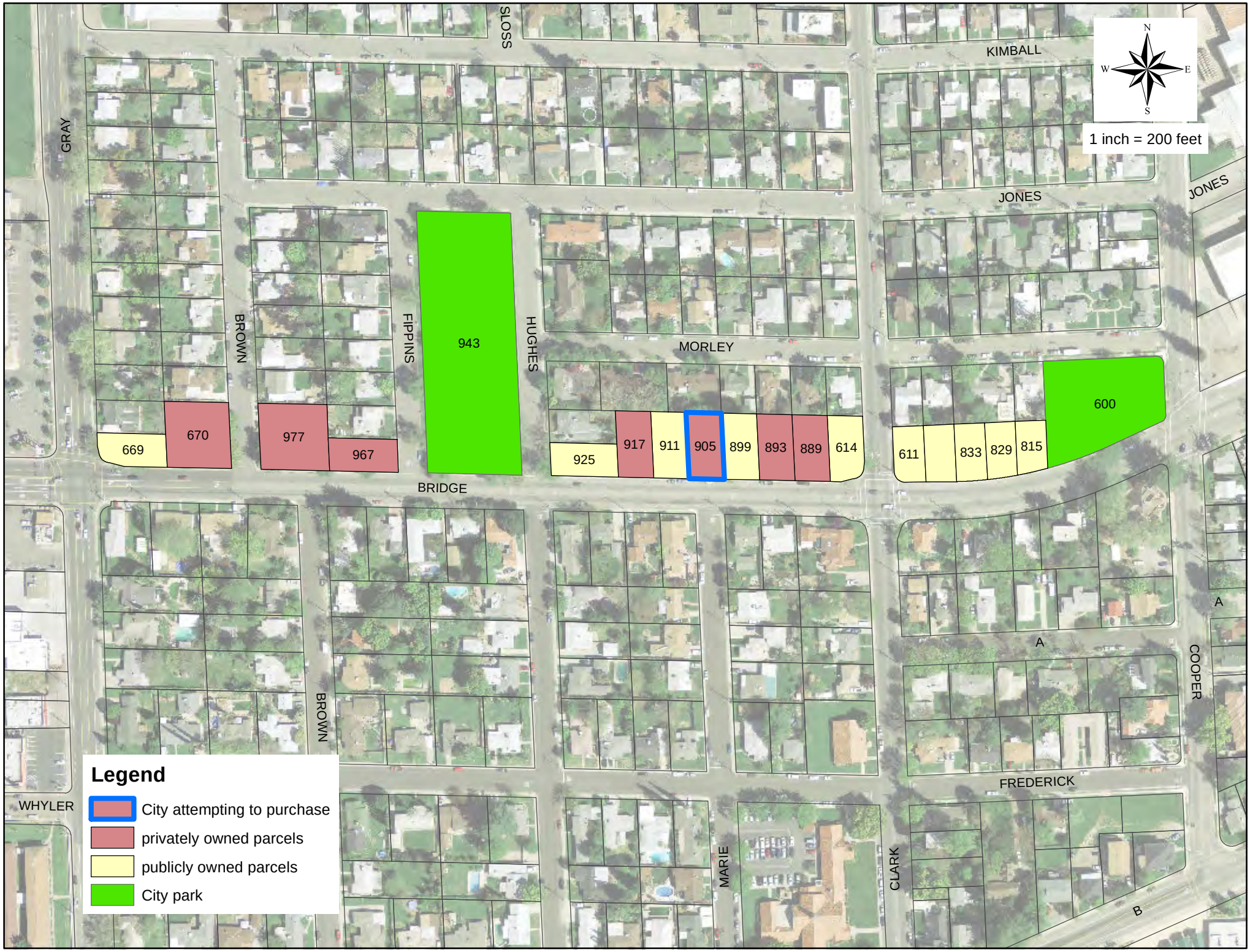
/s/ Steven C. Kroeger

Steven C. Kroeger
City Manager

Reviewed by:

City Attorney TH

Finance SM


SLOSS
KIMBALL
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1 inch = 200 feet
GRAY
JONES
JONES
BROWN
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943
HUGHES
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833
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BRIDGE
A
A
COOPER
BROWN
FREDERICK
WHYLER
MARIE
CLARK
B
Legend
City attempting to purchase
privately owned parcels
publicly owned parcels
City park

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement ("Agreement") is entered into this ____ day of _____, 2016, by and between the City of Yuba City ("City"), a Municipal Corporation, and MDJ LLC, a California limited liability company ("Seller").

Recitals

A. Seller is the owner of certain real property located at 905 Bridge Street, Yuba City, California, and described in the legal description attached hereto as Exhibit A and incorporated herein by reference (the "Property"). The Property contains a single-family residence.

B. The City desires to purchase the Property from Seller.

Agreements

NOW, THEREFORE, THE CITY AND SELLER HEREBY AGREE AS FOLLOWS:

1. Agreement to Sell and Purchase. Seller agrees to sell to the City, and the City agrees to purchase from Seller, the Property, upon the terms and for the consideration set forth in this Agreement.

2. Purchase Price. The total purchase price for the Property is One Hundred Eighteen Thousand Dollars ($118,000) (the "Purchase Price"). The Purchase Price shall be paid by cash or certified check upon the close of escrow. This transaction is not subject to any type of financing contingency.

3. Escrow.

3.01 General.

A. Opening. The purchase and sale of the Property shall be consummated by means of an escrow to be opened by North State Title Company, 885 Harter Parkway, Suite 130, Yuba City, California 95993 (the "Escrow Holder"). The escrow shall be opened on the date of signature of the second party to sign this Agreement (the "Effective Date"). The Effective Date shall be immediately communicated and a fully executed copy of this Agreement shall be delivered to the other party.

B. Instructions. The escrow instructions given to Escrow Holder shall be consistent with the terms of this Agreement. As between the parties, the terms of this Agreement shall prevail if there is any inconsistency, unless any instruction specifically states that it is intended to supersede a provision of this Agreement.

C. Close of Escrow. "Close of escrow," "close," or "closing" shall mean the date when the deed conveying the Property to the City is recorded in the official records of Sutter County, California. Escrow shall close on or before February 1, 2016 (the "Closing Date").

D. Costs and Expenses. City shall pay the premium for a CLTA policy of title insurance. City shall pay the cost of any additional cost attributable to the title policy being an ALTA policy and any special endorsements to the title policy requested by City. City shall pay for all other costs associated with the escrow including, but not limited to, the cost and expense of preparing, executing, acknowledging and delivering the grant deed, transfer taxes, recording fees and document preparation costs of the Escrow Holder.

E. Prorations. Real property taxes imposed upon the Property by Sutter County or any governmental or special district, organization or body shall be prorated as of the Close of Escrow, on the basis of 30-day months.

3.02 Delivery of Documents and Funds.

A. By the Seller. Prior to and as a condition to Close of Escrow, Seller shall:

(1) Deposit with Escrow Holder the grant deed for the Property, fully executed and notarized;

(2) Deposit with Escrow Holder a Transferor's Certificate of Nonforeign Status pursuant to Section 1445 of the Internal Revenue Code of 1986, as amended, certifying that Seller is not a foreign person;

(3) Deposit with Escrow Holder California Form 590-RE, Withholding Exemption Certificate for Real Estate Sales; and

(4) Execute and deliver to Escrow Holder such other instructions and documents as may be required by Escrow Holder to close escrow in accordance with this Agreement.

B. By the City. Prior to and as a condition to Close of Escrow, the City shall:

(1) Deposit with Escrow Holder the Purchase Price and any other funds required from the City for prorations and closing costs; and

(2) Execute and deliver to Escrow Holder such other instructions, documents and funds as may be required by Escrow Holder to close escrow in accordance with this Agreement.

C. By Escrow Holder. When all other conditions for the Close of Escrow have been met, Escrow Holder shall promptly:

(1) Disburse to Seller the Purchase Price, after deducting therefrom all items

chargeable to the account of Seller pursuant to this Agreement;

(2) Cause the grant deed to the City to be recorded in the official records of Sutter County; and

(3) Deliver to the City a CLTA owner's policy of title insurance (or ALTA policy if the City so requests), insuring title in the City subject only to exceptions consistent with the terms of this Agreement.

3.03 Additional Conditions to Close of Escrow.

A. General. The provisions of this Section 3.03 are conditions to the Close of Escrow and, unless otherwise provided expressly or by context, are covenants of the party responsible for causing the condition to be satisfied. If any of such conditions is not fulfilled by either the date stated, or, where no specific date is stated, five days before the Closing Date, then, except as otherwise provided in this Agreement, the party benefited by the condition shall have the right to cancel and terminate this Agreement and the escrow, in which event all rights and obligations of the City and Seller hereunder shall be terminated and be of no further force and effect and all funds and instruments deposited into escrow shall be returned to the party who deposited the same.

B. Title. Taxes shall be apportioned and cleared in the manner required by Sections 5081, et seq. of the California Revenue and Taxation Code; the date of apportionment shall be the same as the time of Close of Escrow. Seller shall cause the Property to be conveyed to the City by grant deed, subject only to current taxes and other exceptions and all other matters disclosed by the Preliminary Report, as defined below, other than monetary liens. Escrow Holder must be ready and able to issue its CLTA policy of title insurance, or ALTA policy if the City so requests, insuring title in the City with liability in the amount of the Purchase Price. The policy shall list only the foregoing taxes and exceptions in addition to the printed exceptions common to the form of policy required by the City.

C. Approval of Exceptions to Title. Seller shall order from Escrow Holder and cause to be delivered to the City within five days after the Effective Date a copy of a Preliminary Report covering the Property (the "Preliminary Report") and legible copies of all documents referred to in the Preliminary Report. The City shall have fifteen (15) days within which to, approve or disapprove the exceptions listed in the Preliminary Report. Notice shall be given as provided in Section 5.01. Failure to give written notice of approval or disapproval to Seller of some or all of the exceptions shall be deemed to be approval of all exceptions, except for monetary liens other than current taxes, bonds and assessments. If the City disapproves any exceptions, Seller shall have five days within which to agree to attempt to remove the exception. Notice shall be given as provided in Section 5.01. Failure to give written notice of such agreement to the City shall be deemed to be refusal, except that Seller shall automatically be deemed to agree to remove monetary liens other than current taxes, bonds and assessments. If Seller does not agree to attempt to remove any exceptions properly and timely disapproved by the City, this Agreement shall terminate without further liability to either party unless the City waives its objection within a second five-day period. If Seller shall agree to remove any

exception objected to by the City, Seller shall then have until the Closing Date within which to attempt to remove such exception. If Seller is unable to remove any exception objected to by the City by the Closing Date, the City may elect to: (a) terminate this Agreement; or (b) waive the City's objection and close escrow.

D. The City's Due Diligence Conditions.

(1) The City's obligation to purchase is subject to the satisfaction on or before the date 30 calendar days after the Effective Date (the "Approval Date") of the following conditions which are for the City's benefit only:

(a) The City's approval of inspections, tests, surveys, appraisals and other studies as the City may deem necessary to determine whether, in City's sole discretion, the Property is suitable for its purposes. The City and the City's contractors and agents shall have reasonable access to the Property in order to conduct inspections, tests, surveys and other studies, including soils testing, to be conducted by or on behalf of the City, provided that the City shall repair any damage caused by such activities and shall indemnify and hold Seller harmless from and against any loss, damage or liability (including attorneys' fees) resulting from the activities of the City on the Property. The City shall, at a minimum, conduct an environmental assessment of the Property, commonly referred to as a Phase I analysis.

(b) The City's approval of Seller's Documents, as defined in Section 3.03(E).

(2) The City shall give notice to Seller and Escrow Holder of the City's approval or disapproval of the conditions set forth above (the "City's Notice") on or before the Approval Date. A failure to deliver the City's Notice shall be deemed disapproval. On disapproval by the City or failure of any of the conditions set forth above, on or before the Approval Date, the City's obligations under this Agreement shall terminate with no further liability to Seller.

E. Seller's Documents. Within five days after the Effective Date, Seller shall deliver copies of the following documents ("Seller's Documents") to the City:

(1) Documents evidencing any easements or other similar rights affecting the Property not disclosed by the Preliminary Report;

(2) Copies of any leases or licenses affecting the Property;

(3) All existing soil and substrata studies, engineering plans and studies, environmental assessments and other similar plans, diagrams or studies with respect to the Property that are in the possession of Seller or Seller's contractors or consultants; and

(4) All contracts, warranties and other agreements affecting the ownership, development or use of the Property that are in Seller's possession.

4. Representations and Warranties by Seller.

4.01 Representations and Warranties in General. Seller acknowledges that the execution of this Agreement by the City is made in material reliance by the City on the following representations and warranties:

A. Execution and Delivery. The execution and delivery by Seller of, and Seller's performance under this Agreement, are within Seller's powers and have been duly authorized by all requisite actions. This Agreement constitutes the legal, valid, binding and enforceable obligation of Seller.

B. Breach of Other Agreements. Neither the execution of this Agreement nor the consummation of the transaction contemplated herein will constitute a breach under any contract or agreement to which Seller is a party or by which Seller is bound or affected which affects the Property or any part thereof.

C. No Other Parties. There are no parties other than Seller with any interest in the Property (marital, homestead or otherwise), and no other signatures are required to make this Agreement fully enforceable by the City.

D. Rights of Others. Seller represents and warrants that to the best of Seller's knowledge, but without independent investigation, there are no parties in possession of any portion of the Property as tenants, tenants at sufferance, or trespassers, and no party has been granted any license, lease or other right relating to use or possession of the Property.

E. No Grant of Other Rights. Seller has not granted to any party, other than the City, any option, contract or other agreement with respect to a purchase or sale of the Property or any portion thereof or any interest therein.

F. No Bankruptcy or Litigation. Seller represents and warrants that to the best of Seller's knowledge, but without independent investigation, there are no attachments, executions, assignments for the benefit of creditors or voluntary or involuntary proceedings in bankruptcy, or under any applicable debtor relief laws, or any other litigation contemplated by, pending or threatened against Seller or the Property.

G. Seller Not Foreign Person. Seller is not a "foreign person" as such term is defined in Section 1445(1)(3) of the Internal Revenue Code of 1986, as amended.

H. Compliance with Laws. To the best of Seller's knowledge, but without independent investigation, the Property is in compliance in all material respects (both as to condition and use) with all applicable federal, state and local statutes, ordinances and codes, including, but not limited to, pollution, environmental protection and the rules and regulations of any governmental authority having jurisdiction over the Property. Seller is not aware of any

outstanding violations of any of the foregoing.

I. Environmental Compliance. Seller represents and warrants that to the best of Seller's knowledge, but without independent investigation, there has been no disposal, discharge or release of Hazardous Materials on the Property. Except as disclosed in this Agreement, neither Seller nor, to the best of Seller's knowledge, any third party has used or installed any underground tank or used, generated, manufactured, produced, stored or disposed of on, under or about the Property or transported to or from the Property any flammable explosives, asbestos, radioactive materials, hazardous wastes, toxic substances or related injurious materials, whether injurious by themselves or in combination with other materials (collectively, "Hazardous Materials"). To the best of Seller's knowledge and except as disclosed in this Agreement, there are no storage or treatment tanks, gas or oil wells, and there has been no disposal, discharge or release of any polychlorinated biphenyls, asbestos or other Hazardous Materials into or upon the Property, including, but not limited to, soils and ground or surface water in and around the Property. Seller is not aware of any present proceeding or inquiry by any governmental authority (including, without limitation, the California State Department of Toxic Substance Control) with respect to the presence of such Hazardous Materials on the Property or the migration thereof from or to other property.

4.02 Survival of Warranties. Seller agrees that each representation and warranty in Section 4.01 shall survive the Closing Date and shall not merge with the delivery to the City of the grant deed.

4.03 Notice of Changed Circumstances. If Seller becomes aware of any fact or circumstance which would render false or misleading a representation or warranty made by Seller, then Seller shall immediately give written notice of such fact or circumstance to the City, but such notice shall not relieve Seller of any liabilities or obligations with respect to any representation or warranty.

5. Miscellaneous.

5.01 Notices. Any notices or elections shall be made in writing and shall be deemed sufficiently given and served for all purposes: (a) upon delivery if given in person; (b) upon receipt if given by facsimile; (c) upon receipt if given by generally recognized overnight courier service; or (d) 72 hours after deposit with the United States Postal Service, certified mail or registered mail, return receipt requested, postage prepaid. Notices shall be given to the respective addresses/fax number set forth below, or to such other addresses/fax numbers as the parties may designate from time to time.

If to Seller: MDJ LLC
Attention: MDJ, LLC
c/o Mandy Hoffart
475 C South Barrett Rd.
Yuba City, Ca 95991

If to City: City of Yuba City
Attention: Darin Gale
1201 Civic Center Boulevard
Yuba City, CA 95993

5.02 Broker's Commission. Neither the Seller nor the City shall be liable for any real estate commissions or brokerage fees which may arise from this Agreement. The Seller and City each represent that it has engaged no broker, agent or finder in connection with this transaction.

5.03 Interpretation. This Agreement has been executed in Yuba City, California. The captions of paragraphs used in this Agreement are for convenience only. The provisions hereof shall be binding upon and inure to the benefit of the successors and assigns of Seller and the City.

5.04 Time of Essence. Time is of the essence of this Agreement and of the escrow provided for herein.

5.05 Resolution of Disputes. Except for an action for specific performance by either party, which shall be venued in Sutter County Superior Court, all disputes pertaining to the Agreement, or any of its terms or provisions, shall be resolved by binding arbitration. The arbitrator shall be mutually agreed on by the parties. If there is no agreement, either party may petition the Superior Court of Sutter County to appoint an arbitrator from JAMS/Endispute of Sacramento, California. The person appointed shall be a retired Judge of the Superior Court or a retired Justice of the Court of Appeal or of the California Supreme Court. The parties shall share one-half (1/2) of the fees of the arbitrator; provided, however, that the arbitrator may award as costs to the prevailing party the entire arbitrator's fee.

5.06 Attorneys' Fees. If either Seller or the City shall commence legal proceedings for the purpose of enforcing any provision or condition hereof, or by reason of any breach arising under the provisions hereof, then the prevailing party shall be entitled to reasonable attorneys' fees which shall consist of the fees for services rendered by counsel, the fees for services of experts, and all other expenses incurred in connection with the action, including those expenses recoverable as allowable costs of suit under the applicable state or federal statute, and those attorneys' fees and costs incurred executing upon or appealing any judgment, as well as all other expenses incurred during the course of the action.

5.07 Integration. This Agreement contains the entire agreement of the parties hereto, and supersedes any prior written or oral agreements between them concerning the subject matter contained herein. There are no representations, agreements, arrangements or understandings, oral or written, relating to the subject matter which are not fully expressed herein.

5.08 Additional Documents. From time to time prior to and after the Close of Escrow, each party shall execute and deliver such instruments of transfer and other documents as may be reasonably requested by the other party to carry out the purpose and intent of this Agreement.

5.09 Dependency and Survival of Provisions. The respective warranties,

representations, covenants, agreements, obligations and undertakings of each party hereunder shall be construed as dependent upon and given in consideration of those of the other patty, and shall survive the Close of Escrow and delivery of the deed.

5.10 California Law. This Agreement shall be governed by the laws of the State of California.

5.11 Entry. During the term of this Agreement, the City and its designated agents and independent contractors shall have the right to enter onto the Property to conduct reasonable tests, studies, inquiries and appraisals with respect thereto. The City agrees to repair all damages it or its agents or independent contractors shall cause to the Property and further agrees to indemnify and hold Seller harmless of all costs, expenses, losses, attorneys' fees and liabilities (including, but not limited to, claims of mechanics' liens) incurred or sustained by Seller as a result of any acts of the City, its agents or independent contractors, pursuant to the rights granted by this section.

5.12 Possession or Lease of Property by Seller. Seller shall deliver exclusive possession of the Property to City at Close of Escrow.

5.13 Reporting to Internal Revenue Service. The escrow instructions for this transaction shall obligate Escrow Holder to report this transaction to the Internal Revenue Service pursuant to Section 6045 of the Internal Revenue Code of 1986, as amended.

5.14 Calculation of Time Periods. If any date for performance under this Agreement falls on a Saturday, Sunday or bank holiday, then the date for performance shall be the next day which is not a Saturday, Sunday or bank holiday, and the next time period shall be calculated from and after the date of such actual performance.

5.15 Exhibits. All exhibits to which reference is made in this Agreement are incorporated in this Agreement by the respective references to them, whether or not they are actually attached, provided' they have been signed or initialed by the parties. Reference to "this Agreement" includes matters incorporated by reference.

SELLER:

MDJ LLC, a California limited liability company

Dated: By: _____
Mandy Hoffart

CITY:

City of Yuba City

Dated: By: _____
Steven C. Kroeger, City Manager

CITY OF YUBA CITY
STAFF REPORT

Date: February 16, 2016

To: Honorable Mayor & Members of the City Council

From: Human Resources Department

Presentation By: Natalie Springer, Human Resources Director

Summary

Subject: CalPERS Employer Paid Member Contribution Resolutions

Recommendation: Adopt Resolutions identifying Employee Groups for which the City has agreed to pay and report the value of Employer Paid Member Contributions: the Executive Team, First Level Managers, Police Officer's Association Non-Sworn, Confidential Group, Fire Management and Mid-Managers

Fiscal Impact: None.

Purpose:

To ensure City resolutions with CalPERS accurately reflect agreements with unrepresented employees and applicable bargaining units.

Background:

Throughout past negotiations with employee groups, the City bargained to pay the employee's share of retirement contributions. This is commonly referred to as Employer Paid Member Contribution (EPMC). However, times have changed and it has become the norm for public employees to pay towards their retirement benefits. Most importantly, all City employees are paying towards their retirement benefits. This occurs through two different mechanisms. The first way employees are paying towards their retirement is by paying the member share. Public Employees Union, Local #1 and Yuba City Firefighters, Local 3793 are paying the employees' share of retirement contributions in their respective amounts of 7%/8% (dependent upon retirement formula) for miscellaneous and 9% for safety. The second way employees are paying towards their retirement is through cost sharing. Employee groups cost sharing are the Police Officers' Association, Police Sergeants, Fire Management, Mid-Managers, First Level Managers, unrepresented Confidential group, and unrepresented Executive Team. The cost sharing arrangement allows employees to pay towards the employer portion of CalPERS (7%/8% for miscellaneous and 9% for safety) while the City continues to pay and report the value of the member contribution. Reporting the value of EPMC increases the member's compensation reported to CalPERS.

During a recent review of the City's EPMC resolutions on file with CalPERS, it was discovered that CalPERS records do not accurately identify which unrepresented employees are having their EPMC paid and reported. Additionally, the Resolutions for bargaining units who are having their EPMC paid and reported do not reflect the second tier for classic miscellaneous (2% at 55 retirement formula). The member contribution for this second retirement tier for classic

miscellaneous is 7%. The current Resolutions on file state the City is paying and reporting the member contribution at a value of 8%. The City is not paying and reporting the value of 8% for those members who are at the 2% at 55 retirement formula; for these members, the City is paying and reporting the member contribution value of 7%. The Resolutions on file with CalPERS do not accurately reflect the member contribution for the First Level Managers, Mid-Managers, Police Officers' Association (non-sworn) and unrepresented Confidential group and Executive Team and therefore need to be updated. These Resolutions do not change the current EPMC arrangement nor do they change any methods of how the City is paying and reporting CalPERS contributions.

Additionally, for the unrepresented Confidential group, their benefits were aligned with the Mid-Manager group at the April 22, 2014 City Council meeting as part of the Confidential unit modification. With this benefit alignment with the Mid-Managers, the Mid-Manager bargaining unit agreement has terms by which the City pays and reports the value of the member contribution. The unrepresented Confidential group's Resolution on file does not reflect that the City is paying and reporting the value of the member contribution effective April 22, 2014. Even though the unrepresented Confidential group's benefits are aligned with Mid-Managers through City Council action, CalPERS confirmed that this group needs its own Resolution on file to replace the outdated Resolution.

As to the unrepresented Executive Team, the current Resolution on file states that the City is paying and reporting the value of the member contribution for the Department Heads and City Manager. While the Department Heads and City Manager are part of the Executive Team, the Executive Team includes other unrepresented manager classifications. Currently these classifications include the Assistant to the City Manager and Economic Growth and Public Affairs Manager. Since the current Resolutions on file with CalPERS does not encompass these individuals, the Resolutions need to be updated to reflect that the City is paying and reporting the value of the member contribution for the entire Executive Team effective May 4, 2009 (the hire date of the Economic Growth and Public Affairs Manager).

Note: EPMC does not affect employees hired under Public Employees' Pension Reform Act of 2013.

Fiscal Impact:

None.

Recommendation:

Adopt Resolutions identifying Employee Groups for which the City has agreed to pay and report the value of Employer Paid Member Contributions: the Executive Team, First Level Managers, Police Officer's Association Non-Sworn, Confidential Group, Fire Management and Mid-Managers

Prepared By:

/s/ Natalie Springer
Natalie Springer
Human Resources Director

Submitted By:

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

Reviewed By:

Finance SM

City Attorney TH

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY FOR PAYING AND REPORTING THE VALUE OF EMPLOYER PAID MEMBER CONTRIBUTION FOR UNREPRESENTED CONFIDENTIALS GROUP

WHEREAS, the governing body of the City of Yuba City has the authority to implement Government Code Section 20636 (c) (4) pursuant to Section 20691;

WHEREAS, the governing body of the City of Yuba City has a written labor policy or agreement which specifically provides for the normal member contributions to be paid by the employer, and reported as additional compensation;

WHEREAS, one of the steps in the procedures to implement 20691 is the adoption by the governing body of the City of Yuba City of a Resolution to commence paying and reporting the value of said Employer Paid Member Contributions;

WHEREAS, the governing body of the City of Yuba City has identified the following conditions for the purpose of its election to pay EPMC:

- This benefit shall apply to the classic first tier of unrepresented Confidentials group (retirement formula of 2.7% at 55).
- This benefit shall consist of paying 8% of the normal contributions as EPMC, and reporting the same percent (value) of compensation earnable*{excluding Government Code Section 20636 (c) (4)} as additional compensation.
- This benefit shall apply to the classic second tier of unrepresented Confidentials group (retirement formula of 2% at 55).
- This benefit shall consist of paying 7% of the normal contributions as EPMC, and reporting the same percent (value) of compensation earnable*{excluding Government Code Section 20636 (c) (4)} as additional compensation.
- The effective date of this Resolution shall be April 22, 2014.

*Note: Payment of EMPC and reporting the value of EPMC on compensation earnable is on pay rate and special compensation except special compensation delineated in Government Code Section 20636 (c) (4) which is the monetary value of EPMC on compensation earnable.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Yuba City elects to pay and report the value of EPMC, as set forth above.

The foregoing Resolution was duly and regularly introduced, passed and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 16th day of February 2016.

AYES;

NOES:

ABSENT:

_____
John Buckland, Mayor

ATTEST:

_____
Terrel Locke, City Clerk

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY FOR PAYING AND REPORTING THE VALUE OF EMPLOYER PAID MEMBER CONTRIBUTION FOR UNREPRESENTED EXECUTIVE TEAM

WHEREAS, the governing body of the City of Yuba City has the authority to implement Government Code Section 20636 (c) (4) pursuant to Section 20691;

WHEREAS, the governing body of the City of Yuba City has a written labor policy or agreement which specifically provides for the normal member contributions to be paid by the employer, and reported as additional compensation;

WHEREAS, one of the steps in the procedures to implement 20691 is the adoption by the governing body of the City of Yuba City of a Resolution to commence paying and reporting the value of said Employer Paid Member Contributions;

WHEREAS, the governing body of the City of Yuba City has identified the following conditions for the purpose of its election to pay EPMC:

- Effective May 4, 2009, this benefit shall apply to the classic first tier of Executive Team (retirement formula of 2.7% at 55).
- This benefit shall consist of paying 8% of the normal contributions as EPMC, and reporting the same percent (value) of compensation earnable*{excluding Government Code Section 20636 (c) (4)} as additional compensation.
- Effective July 1, 2012, this benefit shall apply to the classic second tier of Executive Team (retirement formula of 2% at 55).
- This benefit shall consist of paying 7% of the normal contributions as EPMC, and reporting the same percent (value) of compensation earnable*{excluding Government Code Section 20636 (c) (4)} as additional compensation.

*Note: Payment of EMPC and reporting the value of EPMC on compensation earnable is on pay rate and special compensation except special compensation delineated in Government Code Section 20636 (c) (4) which is the monetary value of EPMC on compensation earnable.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Yuba City elects to pay and report the value of EPMC, as set forth above.

The foregoing Resolution was duly and regularly introduced, passed and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 16th day of February 2016.

AYES;

NOES:

ABSENT:

_____
John Buckland, Mayor

ATTEST:

_____
Terrel Locke, City Clerk

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY FOR PAYING AND REPORTING THE VALUE OF EMPLOYER PAID MEMBER CONTRIBUTION FOR FIRE MANAGEMENT

WHEREAS, the governing body of the City of Yuba City has the authority to implement Government Code Section 20636 (c) (4) pursuant to Section 20691;

WHEREAS, the governing body of the City of Yuba City has a written labor policy or agreement which specifically provides for the normal member contributions to be paid by the employer, and reported as additional compensation;

WHEREAS, one of the steps in the procedures to implement 20691 is the adoption by the governing body of the City of Yuba City of a Resolution to commence paying and reporting the value of said Employer Paid Member Contributions;

WHEREAS, the governing body of the City of Yuba City has identified the following conditions for the purpose of its election to pay EPMC:

- This benefit shall apply to Fire Management.
- This benefit shall consist of paying 9% of the normal contributions as EPMC, and reporting the same percent (value) of compensation earnable*{excluding Government Code Section 20636 (c) (4)} as additional compensation.
- The effective date of this Resolution shall be July 1, 2004.

*Note: Payment of EMPC and reporting the value of EPMC on compensation earnable is on pay rate and special compensation except special compensation delineated in Government Code Section 20636 (c) (4) which is the monetary value of EPMC on compensation earnable.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Yuba City elects to pay and report the value of EPMC, as set forth above.

The foregoing Resolution was duly and regularly introduced, passed and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 16th day of February 2016.

AYES;

NOES:

ABSENT:

_____
John Buckland, Mayor

ATTEST:

_____
Terrel Locke, City Clerk

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY FOR PAYING AND REPORTING THE VALUE OF EMPLOYER PAID MEMBER CONTRIBUTION FOR FIRST LEVEL MANAGERS

WHEREAS, the governing body of the City of Yuba City has the authority to implement Government Code Section 20636 (c) (4) pursuant to Section 20691;

WHEREAS, the governing body of the City of Yuba City has a written labor policy or agreement which specifically provides for the normal member contributions to be paid by the employer, and reported as additional compensation;

WHEREAS, one of the steps in the procedures to implement 20691 is the adoption by the governing body of the City of Yuba City of a Resolution to commence paying and reporting the value of said Employer Paid Member Contributions;

WHEREAS, the governing body of the City of Yuba City has identified the following conditions for the purpose of its election to pay EPMC:

- This benefit shall apply to the classic first tier of First Level Managers (retirement formula of 2.7% at 55).
- This benefit shall consist of paying 8% of the normal contributions as EPMC, and reporting the same percent (value) of compensation earnable*{excluding Government Code Section 20636 (c) (4)} as additional compensation.
- This benefit shall apply to the classic second tier of First Level Managers (retirement formula of 2% at 55).
- This benefit shall consist of paying 7% of the normal contributions as EPMC, and reporting the same percent (value) of compensation earnable*{excluding Government Code Section 20636 (c) (4)} as additional compensation.
- The effective date of this Resolution shall be July 1, 2012.

*Note: Payment of EMPC and reporting the value of EPMC on compensation earnable is on pay rate and special compensation except special compensation delineated in Government Code Section 20636 (c) (4) which is the monetary value of EPMC on compensation earnable.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Yuba City elects to pay and report the value of EPMC, as set forth above.

The foregoing Resolution was duly and regularly introduced, passed and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 16th day of February 2016.

AYES;

NOES:

ABSENT:

_____
John Buckland, Mayor

ATTEST:

_____
Terrel Locke, City Clerk

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY FOR PAYING AND REPORTING THE VALUE OF EMPLOYER PAID MEMBER CONTRIBUTION FOR MID-MANAGERS

WHEREAS, the governing body of the City of Yuba City has the authority to implement Government Code Section 20636 (c) (4) pursuant to Section 20691;

WHEREAS, the governing body of the City of Yuba City has a written labor policy or agreement which specifically provides for the normal member contributions to be paid by the employer, and reported as additional compensation;

WHEREAS, one of the steps in the procedures to implement 20691 is the adoption by the governing body of the City of Yuba City of a Resolution to commence paying and reporting the value of said Employer Paid Member Contributions;

WHEREAS, the governing body of the City of Yuba City has identified the following conditions for the purpose of its election to pay EPMC:

- This benefit shall apply to the classic first tier of Mid-Managers (retirement formula of 2.7% at 55).
- This benefit shall consist of paying 8% of the normal contributions as EPMC, and reporting the same percent (value) of compensation earnable*{excluding Government Code Section 20636 (c) (4)} as additional compensation.
- This benefit shall apply to the classic second tier of Mid-Managers (retirement formula of 2% at 55).
- This benefit shall consist of paying 7% of the normal contributions as EPMC, and reporting the same percent (value) of compensation earnable*{excluding Government Code Section 20636 (c) (4)} as additional compensation.
- The effective date of this Resolution shall be July 1, 2012.

*Note: Payment of EMPC and reporting the value of EPMC on compensation earnable is on pay rate and special compensation except special compensation delineated in Government Code Section 20636 (c) (4) which is the monetary value of EPMC on compensation earnable.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Yuba City elects to pay and report the value of EPMC, as set forth above.

The foregoing Resolution was duly and regularly introduced, passed and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 16th day of February 2016.

AYES;

NOES:

ABSENT:

_____
John Buckland, Mayor

ATTEST:

_____
Terrel Locke, City Clerk

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY FOR PAYING AND REPORTING THE VALUE OF EMPLOYER PAID MEMBER CONTRIBUTION FOR POLICE OFFICER'S ASSOCIATION, NON-SWORN

WHEREAS, the governing body of the City of Yuba City has the authority to implement Government Code Section 20636 (c) (4) pursuant to Section 20691;

WHEREAS, the governing body of the City of Yuba City has a written labor policy or agreement which specifically provides for the normal member contributions to be paid by the employer, and reported as additional compensation;

WHEREAS, one of the steps in the procedures to implement 20691 is the adoption by the governing body of the City of Yuba City of a Resolution to commence paying and reporting the value of said Employer Paid Member Contributions;

WHEREAS, the governing body of the City of Yuba City has identified the following conditions for the purpose of its election to pay EPMC:

- This benefit shall apply to the classic first tier of Police Officers Association, Non-Sworn (retirement formula of 2.7% at 55).
- This benefit shall consist of paying 8% of the normal contributions as EPMC, and reporting the same percent (value) of compensation earnable*{excluding Government Code Section 20636 (c) (4)} as additional compensation.
- This benefit shall apply to the classic second tier of Police Officers Association, Non-Sworn (retirement formula of 2% at 55).
- This benefit shall consist of paying 7% of the normal contributions as EPMC, and reporting the same percent (value) of compensation earnable*{excluding Government Code Section 20636 (c) (4)} as additional compensation.
- The effective date of this Resolution shall be July 1, 2012.

*Note: Payment of EMPC and reporting the value of EPMC on compensation earnable is on pay rate and special compensation except special compensation delineated in Government Code Section 20636 (c) (4) which is the monetary value of EPMC on compensation earnable.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Yuba City elects to pay and report the value of EPMC, as set forth above.

The foregoing Resolution was duly and regularly introduced, passed and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 16th day of February 2016.

AYES;

NOES:

ABSENT:

_____
John Buckland, Mayor

ATTEST:

_____
Terrel Locke, City Clerk

CITY OF YUBA CITY
STAFF REPORT

Date: February 16, 2016

To: Honorable Mayor & Members of the City Council

From: Human Resources Department

Presentation By: Natalie Springer, Human Resources Director

Summary

Subject: Yuba City Firefighters' Local 3793 Memorandum of Understanding (MOU).

Recommendation: A) Adopt a Resolution approving a Memorandum of Understanding with Firefighters Local 3793

B) Approve a supplemental appropriation of $142,800 to the FY 2015/2016 adopted budget

Fiscal Impact: An increase in cost of $142,800 for FY 2015/2016 and $84,300 for FY 2016/2017

Purpose:

To adopt the Yuba City Firefighters' Local 3793 Memorandum of Understanding (MOU)

Background:

The City and Yuba City Firefighters, IAFF Local 3793 (IAFF) have been through several rounds of negotiations. The first series of negotiating began in 2014 as a result of their bargaining unit agreement expiring on June 27, 2014. For the 2014 round of negotiations, IAFF and the City held an informational meeting in January 2014 and began negotiations March 5, 2014. During this round of negotiations, the City's and IAFF positions were fundamentally different with respect to economic issues and operational efficiencies. As with all other employee units in negotiations at the time, including IAFF, City Council's direction was to balance the City operating budget by FY18, end the furlough (for IAFF a fire station was closed every other day), and have employees pay all of the employee contribution toward their pensions.

Almost exactly a year later from the start of this negotiations cycle, on January 20, 2015, City Council adopted a Resolution implementing the City's Last, Best, and Final Offer to IAFF effective January 24, 2015. The terms of the imposition included:

1. Employees pay the entire employee contribution toward CalPERS – 9%.
2. Elimination of furloughs.

3. Cap healthcare at 2014 dollar contribution.
4. Vacation and sick leave not counted as time worked for overtime calculations.
5. Fire department staffing according to ICMA recommendations, i.e. 2 two-person response companies.
6. Acting pay or temps for vacancies and first employee on overtime goes home from 8 pm to 8 am.

Negotiations continued as of August 18, 2015 with IAFF retaining a Chief Negotiator, Chuck Flesher from the law firm of Mastagni Holstedt. The City placed its economic proposal-which had been accepted by all contracted bargaining units on the table at the November 24th meeting. On January 5th, IAFF and the City were able to come to agreement on terms and finalized the terms through signatures on a tentative agreement. IAFF ratified the tentative agreement on Thursday, January 7th.

Analysis:

IAFF agreed to the following in their contract:

1. 2% flat rate salary increase effective October 31st 2015.
2. One-time, non-PERSable distribution of $1500.
3. Employees will pay 20% of the total medical premium and the City will pay 80% of the lowest cost health plan.
4. FLSA provision with sick and vacation not counting as time worked along with a 28 day work cycle and no ''FLSA'' pay.
5. Meet and confer over Department and Citywide policies during term of the agreement.
6. Two days of unscheduled vacation and minimum staffing standard established in Fire policies along with several other tentative agreements from the 2014 and 2015 negotiations.

As of the writing of this staff report the IAFF contract is in development.

Fiscal Impact:

The proposed changes will result in a net increase in cost of $142,800 for FY 2015/2016 (breakdown of costs provided in Attachment 1).

Alternatives:

Do not approve IAFF Memorandum of Understanding and provide staff direction.

Recommendation:

Adopt a Resolution approving a Memorandum of Understanding with IAFF and approve a supplemental appropriation of $142,800 to the FY 2015/2016 adopted budget.

Attachments:

1. Cost impact of IAFF Agreement Terms
2. IAFF MOU Resolution
3. IAFF MOU

Prepared By:

/s/ Natalie Springer
Natalie Springer
Human Resources Director

Submitted By:

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

Reviewed By:

Finance	SM
City Attorney	TH

Fire Department

Staff Report 2/16/16

	Total Pay	Benefits	Total S&B	FY 15/16 SA	Effective Date
Health Care 80/20 split		$ 58,761	$ 58,761	$ 20,340	2/20/2016
2% Rate Increase	$ 74,141	$ 40,015	$ 114,156	$ 74,640	10/31/2015
Overtime Increase	$ 61,400	$ 3,745	$ 65,145	$ 42,595	10/31/2015
Remove FLSA pay	$ (98,176)	$ (55,592)	$ (153,768)	$ (53,227)	2/20/2016
One-time Stipend	$ 54,000	$ 4,417	$ 58,417	$ 58,417	
Increase in Cost FY 15/16	**$ 91,365**	**$ 51,346**	**$ 142,711**	**$ 142,765**	

	Total Pay	Benefits	FY 16/17 Inc S&B
Health Care 80/20 split		$ 58,761	$ 58,761
2% Rate Increase	$ 74,141	$ 40,015	$ 114,156
Overtime Increase	$ 61,400	$ 3,745	$ 65,145
Remove FLSA pay	$ (98,176)	$ (55,592)	$ (153,768)
Increase in Cost FY 16/17	**$ 37,365**	**$ 46,929**	**$ 84,294**

Total Increase in Cost	**$ 128,730**	**$ 98,275**	**$ 227,005**

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY APPROVING THE YUBA CITY FIREFIGHTERS LOCAL 3793 MEMORANDUM OF UNDERSTANDING

WHEREAS, the City recognizes the IAFF's commitment to the City and its citizens while providing outstanding and dedicated service to all;

WHEREAS, City staff and IAFF have negotiated a Memorandum of Understanding;

WHEREAS, the City appreciates the efforts IAFF has put forth to negotiate this Memorandum of Understanding;

WHEREAS, IAFF have agreed to pay 20% of lowest health care premium, 2% flat rate salary increase, $1,500 one-time, non-PERSable distribution, while agreeing to new FLSA terms, and other language provisions.

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

Approve the attached IAFF memorandum of Understanding.

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

The forgoing Resolution of the City Council of the City of Yuba City was duly introduced, passed and adopted at a regular meeting thereof held on the 16th day of February 2016.

AYES:

NOES:

ABSENT:

_____
John Buckland, Mayor

ATTEST:

_____
Terrel Locke, City Clerk

MEMORANDUM OF UNDERSTANDING

Between

The City of Yuba City

And

The Yuba City Firefighters' Local 3793

February 16, 2016 through June 30, 2017

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The City of Yuba City (City) recognizes the Yuba City Firefighters' Local 3793 (Union) as the exclusive representative and bargaining agent for all regular permanent Fire Department employees in the Firefighter, Fire Inspector, Apparatus Operator and Fire Captain classifications. The City agrees to meet and confer with the designated representatives of the Association on all matters subject to meet and confer pursuant to the Meyers-Milias-Brown Act (Government. Code section 3500 *et seq*.). As a result of meet-and-confer sessions, the City and the Union have agreed to the following:

ARTICLE 1 FULL UNDERSTANDING, MODIFICATION, AND WAIVER

The City and the Association mutually agree that the terms and conditions set forth in the Articles and provisions of this Agreement represent the full and complete understanding and commitment between the parties on the topics expressly addressed below which may not be altered, changed, added to, deleted from or modified unless by mutual consent in writing or by a procedure expressly allowing same stated in this Agreement.

The Association and City agree that each has had a full and unrestricted right and opportunity to make, advance, and discuss all matters related to the subjects expressly addressed below and agree during the term of this agreement neither the City nor the Association will be required to meet and negotiate regarding these expressed terms.

ARTICLE 2 SALARY

2.1 Flat Rate Salary Increase

Effective October 31, 2015 the City agrees to implement a two percent (2%) salary increase for all classifications represented by the Yuba City Firefighters' Local 3793.

2.2 Salary Relationships

The following is a list of positions within the Fire Association indicating the salary differential between each classification and the Fire Captain position.

Fire Apparatus Operator	-14%
Firefighter II	-25%
Fire Safety Inspector I	-45%
Fire Safety Inspector II	-30%

These salary relationships will be calculated as follows:

Fire Apparatus Operator benchmark calculation = Captain divided by 1.14
Firefighter II = Captain divided by 1.25
Fire Safety Inspector I = Captain divided by 1.45
Fire Safety Inspector II = Captain divided by 1.30

2.3 Acting Pay

Acting pay shall be earned when employees are assigned acting assignments in the classifications of Fire Apparatus Operator and Fire Captain. Employees shall be compensated by earning one-half (. 5) hour of pay at their regular hourly rate for each

four (4) hour period of assignment. The four (4) hours may be accumulated during a 24 hour shift. (Personnel fulfilling an "acting position" can only do so for a period of (12) twelve months).

In order to qualify for acting pay, employees must:

a. Meet the minimum qualifications for the higher classification; and/or

b. Be assigned with the approval of the Fire Chief, or his/her designee.

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

2.4 One-Time Non-PERSable Stipend

In the first full pay period following City Council ratification of this Agreement, all members active on payroll on the day of City Council ratification shall receive a one-time, non-PERSable stipend of $1,500 and shall be in a separate check from the regularly reoccurring payroll check.

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

ARTICLE 3 VACATION ACCRUAL

Vacation accrual for Firefighters' Local 3793 employees shall be adjusted to the following amounts per pay period:

<u>56 hour employees:</u>
0 to 5 years of City service: 6.5 hours
5+ to 10 years of City service: 8.6 hours
10+ to 15 years of City service: 10.2 hours
15 or more years of City service: 11.1 hours

<u>40 hour employees:</u>
0 to 5 years of City service: 4.6 hours
5+ to 10 years of City service: 6.1 hours
10+ to 15 years of City service: 7.3 hours
15 or more years of City service: 7.9 hours

All current employees with less than four years employment with the City shall receive increased vacation accrual at the 5+ to 10 year scale after completion of their fourth year of City service. All current employees who have worked for the City for more than four years but less than five years shall receive the 5+ to 10 year vacation accrual scale effective the date of MOU adoption.

ARTICLE 4 PUBLIC EMPLOYEES RETIREMENT SYSTEM

4.1 Retirement Terminology

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

The use of terms "Classic Member" and "New Member" shall be as defined by CalPERS and the Public Employee Pension Reform Act of 2013 (PEPRA). For ease of reference, a summary of these definitions is provided below, however, the definitions set forth in the CalPERS statutes and regulations, as applied by CalPERS, shall control.

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

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

a. An individual who becomes a member of a qualifying public retirement system for the first time on or after January 1, 2013, and has no prior membership in any other qualifying public retirement system; or

b. An individual who becomes a member of a qualifying public retirement system for the first time on or after January 1, 2013, and is not eligible for reciprocity with another qualifying public retirement system; or

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

4.2 Classic Member Retirement Formula

a. The 3% at 50 PERS formula shall be provided for "Classic Member" public safety category employees hired prior to July 1, 2012. The 3% at 55 PERS formula shall be provided for "Classic Member" public safety category employees hired on or after July 1, 2012.

b. Safety employees hired prior to December 15, 1990 shall have their benefit based on the single highest year of salary. Classic member employees hired on or after December 15, 1990 shall have their benefit based on the three highest years' salary in accordance with the City's PERS contract.

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

4.3 "New Member" Retirement Formula Provided by Statute

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

4.4 Employee Contribution

a. Classic safety member employees shall continue to pay the 9% of salary employee contribution towards the employee statutory share of CALPERS retirement.

b. New Members shall pay the employee contribution required by CalPERS, currently calculated at fifty percent (50%) of the total normal costs as determined annually by CalPERS.

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

4.5 Employer Contribution

The City agrees to continue to pay the employer contribution for the City's CalPERS retirement benefit.

ARTICLE 5 HEALTH, DENTAL, VISION AND LIFE INSURANCE

5.1 Health Plans

a. Health Plan Contributions

Effective with the start of the first pay period following City Council approval of this MOU, the split is 80%/20% between the City and the employee, with the City paying 80% of the total premium cost and the employee paying 20%.

The maximum City contribution shall be based on the lowest cost health plan (as measured by premium cost) available to the majority of City employees.

b. Employee Contributions

Employee contributions are on a pre-tax basis.

c. Cash-in-Lieu

In accordance with the City's current Cash-in-Lieu program, Cash-in-Lieu payments when an employee reduces the level of health care coverage rather than entire coverage shall be as follows:

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

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

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

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

5.2 Dental and Vision Plans
City shall pay 90% of premium and employees shall pay 10% of premium. Premiums will be based on periodic actuarial conducted by an outside consultant. Employees may participate in the City's Dental and Vision Plan subject to the terms and conditions in the City's adopted Dental and Vision Plan Agreements with the applicable provider(s) or benefit administrator(s).

5.3 Claims Administrator
At the City's option, and after consultation with the Firefighters' Local 3793, the City may change the Dental and Vision Plan claims administrator at any time.

5.4 Life Insurance
The City will provide a life insurance benefit of $5,000 for employees covered by this MOU. Dependent life insurance shall be available to employees. Payment for dependent life insurance is the responsibility of the employee.

5.5 Employee Assistance Program
An EAP shall be provided to City employees, spouses and dependents. Employees covered by this MOU may use up to 3 sessions per 6 month period, for a total of 6 sessions per year.

5.6 Post Employment Health Benefits
Firefighters' Local 3793 employees contribute to a RHS plan. The City does not contribute to the RHS plan. RHS agreements are available from Human Resources.

ARTICLE 6 MEDICAL EXAMINATION AND WELLNESS STANDARD PROGRAMS

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

ARTICLE 7 CERTIFICATIONS

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

The California State Fire Marshal Fire Prevention I and Driver Operator 1A and 1B course will be fully sponsored by the City and the Yuba City Fire Department. Classes must be scheduled with and approved by the Fire Chief and within 60 miles driving

distance of the City. No overnight travel or lodging is permitted without prior approval by the Fire Chief.

ARTICLE 8 DEPARTMENT OF TRANSPORTATION COMMERCIAL DRIVERS LICENSE TESTING

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

ARTICLE 9 LEAVE DONATION PROGRAM

The City Rules and Regulations on Catastrophic Illness & Injury Prevention Program effective June 24 (Exhibit B), 1995 shall remain in effect.

ARTICLE 10 COUNSELING MEMORANDUM

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

ARTICLE 11 COMPENSATORY TIME

11.1 Applicability and Accumulation

Compensatory Time Off (CTO) shall be accrued by employees in the Fire Inspector I/II classification at the same rate as the employee would have earned had the employee been compensated by pay. Employees may schedule and use accumulated CTO in the same manner as vacation, subject to employees first liquidating vacation hours which are or will be in excess of the maximum accrual limit, which is 120 hours.

ARTICLE 12 VACATION LEAVE

Vacation shall be scheduled in accordance with the department policy and operations manual, and in accordance with the City's Rules and Regulations.

ARTICLE 13 PERSONAL LEAVE

Two unscheduled vacation days can be requested outside of the yearly vacation bids in accordance with the Fire Department Standard Operating Guidelines, Section 1.04 for unscheduled vacation.

ARTICLE 14 OVERTIME

14.1 Work Schedule and Work Period

The normal work shift shall consist of twenty-four (24) consecutive hours. Employees work a “48/96” schedule, meaning two days on-duty, followed by four days off-duty. The normal work shift begins at 8:00 a.m.

Effective February 20, 2016, the City will adhere to a twenty-eight day work period. This work period is adopted pursuant to section 207(k) of the Fair Labor Standards Act.

14.2 Overtime

Overtime refers to hours worked that exceed 212 hours in a designated 28 day work period. Overtime hours are paid at a premium rate of time and one half.

Effective July 1, 2016, time during which an employee is excused from work due to approved vacation or sick leave shall not be considered as hours worked for the purposes of reaching the above mentioned 212 hour threshold. In other words, from that time forward, only hours actually worked will count toward the overtime hours calculation. Hours worked in Department-approved shift trades have no bearing on the overtime calculation.

All overtime must be authorized in advance by the Fire Chief or his designee.

If there are any inconsistencies between the provisions of this MOU relating to overtime and any other City policy or personnel rule, the provisions of this MOU shall govern.

14.3 Payment of Overtime

All overtime hours earned shall be paid or added to an employee's CTO balance (for classifications eligible for PTO) in the pay period in which the twenty-eight day work period ends.

ARTICLE 15 SHIFT EXCHANGE

Career service employees may be allowed to exchange shifts or portions thereof. Shift exchanges must be made with the prior approval of the Department Head, or his/her designee, when the exchange does not interfere with established training schedules, the operation of the department or other applicable laws. The shift exchange shall have no effect on the hours or rate of pay for any employee involved in the exchange.

A record shall be maintained by the Department of the exchange and employees shall sign an appropriate agreement developed by the City regarding the shift exchange.

The City shall be made whole relative to any shift exchange where the employee agreeing to work does not fulfill his/her obligation. Any cost to the City shall be offset by an equal reduction in either the employees vacation/sick leave hours of the employee who did not fulfill his/her obligation.

Employee agreeing to work the shift calls in sick and the City does not incur overtime, twenty-four (24) hours will be deducted from the employee's vacation or sick leave at the employees option. Employee agreeing to work the shift calls in sick, pursuant to section 2.09 of City rules and regulations, and the City does incur overtime, thirty-six (36) hours will be deducted from the employee's vacation or sick leave at the employee's option. Use of sick leave must be in accordance with Section 2.09 of City Rules and Regulations. Employees seeking approval for a shift exchange must have sufficient vacation and sick leave hours available to fulfill the obligation in this Article

should he/she call in sick. Those employees without such sufficient vacation or sick leave balances are ineligible for shift exchanges.

ARTICLE 16 PROMOTIONAL TESTING

Promotional testing processes will be conducted on a bi-annual basis as outlined below:

At the beginning of each even-numbered year (e.g. 2016, 2018), there will be a promotional process and a current promotional list created for the position of Fire Apparatus Operator. At the beginning of each odd numbered year (e.g. 2017), there will be a promotional process and a current promotional list created for the position of Fire Captain. Recruitments in these designated years shall not be required at the end of the year when within that year the recruitment has occurred due to a vacancy. For example, a Fire Captain recruitment occurs in July 2016 due to a retirement, therefore a beginning of the year recruitment for 2017 is not required for the Fire Captain classification.

Eligibility lists established following the promotional testing process for entry level Firefighters and Fire Apparatus Operators shall remain in effect for a period of one year from the date the list is established. Eligibility lists established for the Fire Captain shall remain in accordance with the Rules and Regulations.

For the classification of Fire Captain only, only those employees currently on an active eligibility list for the Fire Captain position are eligible to work in Acting Fire Captain capacity.

The need for additional promotional testing processes will be determined by the Fire Chief subject to his or her discretion.

ARTICLE 17 ANNUAL HEALTH ASSESSMENTS

The Annual Health assessment will at a minimum include, but not necessarily be limited to, the medical tests included in Attachment A and Attachment B to this agreement. These medical tests shall remain applicable for the duration of this agreement.

ARTICLE 18 TEMPORARY EMPLOYEES

The City may use Acting Fire Captains; Acting FAO's and replace additional Firefighters with Temporary Firefighters due to a qualifying event as outlined in Section 2.09 (M) of the City of Yuba City Personnel Rules and Regulations or for a Worker's Compensation injury at any time if the absence is anticipated to be or continues for 30 calendar days or more. Temporary Firefighters cannot exceed one per shift or no more than three Temporary Firefighters total (one temporary firefighter per shift).

ARTICLE 19 JOINT LABOR MANAGEMENT COMMITTEE

The parties agree to establish a Joint Labor/Management Committee consisting of an equal number of Association and City representatives.

The purpose of the Joint Labor Management Committee is to address issues involving terms and conditions of employment during the term of the agreement.

The parties agree to address the following items during the first 90 days of the MOU.

a. Fleet Monitoring Policy
b. Social Media Policy
c. SAFER Grant Staffing

ARTICLE 20 LEAVE CONVERSION RATES

The parties agree to the following terms related to the conversion of leave hours by employees when they are placed in temporary and permanent assignments (in excess of the 1st full pay period) within the department.

a. Conversion from 56-hour to 40-hour work week assignments. Employees temporarily or permanently assigned to staff positions on a 40-hour work week schedule shall have all leave usage banks converted using a division factor of 1.4 for each hour available in the leave bank. As an example, a 56-hour employee with 100 hours of annual leave would see their annual leave bank adjusted to 71.43 hours with the employee assigned to a 40-hour work week assignment.

   Conversion from 40-hour to 56-hour work week assignments. Employees temporarily or permanently assigned to line positions on a 56-hour work week schedule shall have all leave usage banks converted using a multiplier factor of 1.4 for each hour of available in the leave bank. As an example, a 40-hour employee with 71.43 hours of annual leave would see their annual leave bank adjusted to 100 hours when the employee is assigned to a 56-hour work week assignment.

b. Leave accrual and usage rates shall be applied at the hourly rate used by the employee during the temporary or permanent assignment.

c. Leave conversion rates shall be applied to all leave accrual banks provided to the employee by the City.

ARTICLE 21 REVIEW OF PERFORMANCE EVALUATION

In general, performance related issues, which have been previously documented in a performance evaluation but which have not been repeated in subsequent evaluation periods should not be included in later performance evaluation reports. However, review of overall performance during the entire probationary period may include such items in making a final recommendation to pass or fail an employee on probationary statutes. In no event, shall any matter of performance evaluation, including reference to this section, be subject to appeal of the given procedure. However, employees may request the Director of Human Resources to review a performance evaluation which contains reference to performance related issues which the employee believes are inconsistent with this section.

ARTICLE 22 GRIEVANCE PROCEDURE

Grievances involving the application or interpretation of existing Fire Department policies, procedures and rules relating to Emergency Call Back, Overtime, Compensatory Time Off and Unscheduled Vacation may not be pursued beyond the City Manager level. The City Manager's review shall be considered the final step in the grievance process involving those matters.

ARTICLE 23 FIREFIGHTERS' LOCAL 3793 INFORMATION SHEET

The Firefighters' Local 3793, may supply at their own expense, an informational sheet to be included in new employee orientation packets. The information sheet is subject to the approval of the Director of Human Resources.

ARTICLE 24 DMV LICENSE EXAMINATION

Physical examinations for Firefighters' Local 3793 members who are required to maintain a Class A or B California Drivers License as a job requirement shall have the expense paid by the City. Employees may elect to go to their own personal physician or to the medical center designated by the City. Employees electing to go to their own personal physician shall be reimbursed upon submission of an itemized receipt to the Human Resources Department. The maximum amount eligible for reimbursement is the amount the City has contracted for with the designated medical center.

ARTICLE 25 NCCSIF DRIVING STANDARDS

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

ARTICLE 26 NOTICE OF CHANGES IN EMERGENCY DUTY

The City agrees to advise the Firefighters' Local 3793 in writing of changes in the scope of the emergency duties provided by the Fire Department. The Department will provide such notice 15 working days prior to the implementation of the change from the date the change is received by the Firefighters' Local 3793. Should extenuating circumstances preclude such notice, the Department shall notify the Firefighters' Local 3793 as soon as possible. A request to meet and confer by the Firefighters' Local 3793 must be made within the 15 day notice period and may be made only when the change in emergency duties affects the wages, hours, or terms and conditions of employment and which is considered to be within the scope of representation as specified in GC 3504 (Meyers Millias-Brown Act). The City is not obligated to meet and confer on any such change

unless requested to by the Firefighters' Local 3793. The Firefighters' Local 3793 will request to meet and confer as soon as possible.

ARTICLE 27 REDUCTION IN PAY

It is agreed that for classifications with a single pay rate (no salary steps) that reductions in pay for disciplinary purposes shall be made in 5% increments from the pay rate for the classification. Such reduction will be administered through the payroll system without adjustment to the salary schedule.

ARTICLE 28 CALLBACK COMPENSATION

28.1 Emergency Incidents
Qualification for callback pay for emergency incidents shall be based upon the definition of "emergency" as defined in the departmental Policy and Operations Manual pursuant to the Department Memo issued February 9, 1995.

In the event of emergency overtime recall by telephone, employees who live within 25 air mile radius of Station 1 shall be contacted prior to any other employees. Employees who agree to respond must report within 45 minutes. Failure to respond may be subjected to disciplinary action for failure to respond to duty.

For purposes of overtime recall for second alarms, emergency recall pay of two hours of overtime minimum pay at the overtime rate, shall be earned only by those employees who report to duty within 45 minutes of the tone-out. All others who report after this time will be paid only if they have been specifically authorized to report to duty after the 45 minute time period by the Officer in Command.

28.2 Non-Emergency Incidents
An employee who is called back to work after leaving his or her work place following the completion of the employee's work shift, shall be paid a minimum of two hours pay at their overtime rate of pay.

ARTICLE 29 LIMITATION ON CONSECUTIVE HOURS WORKED

Employees shall not work more than 96 hours consecutively. Exceptions may be made on a case by case basis by the Fire Chief or designee.

ARTICLE 30 COMMERCIAL DRIVERS LICENSE TESTING

The City reserves the right to reopen on this topic. The purpose of this re-opener is to discuss any changes in the Alcohol and Drug Abuse Policy as a result of the Omnibus Transportation Employee Testing Act of 1991.

ARTICLE 31 AMERICAN DISABILITIES ACT COMPLIANCE

31.1 Accommodation
The parties acknowledge the City's obligations pursuant to the ADA to provide reasonable accommodation to qualified individuals with disabilities. State and Federal Law will take precedence over the provisions this MOU and the City's Personnel Rules when determining whether a particular accommodation is reasonable and may be provided to a particular employee represented by the Firefighters' Local 3793.

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

ARTICLE 32 CITY RIGHTS

All City rights and functions, except those which are expressly abridged by this Agreement, shall remain vested with the City.

The rights of the City include, but are not limited to, the exclusive right to determine the mission of its constituent sections, divisions and departments; set standards of service; determine the procedures and standards of selection for employment and promotion; train, direct and assign its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of City operations; determine the methods, means and personnel by which City operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work. The City has the right to make reasonable rules and regulations pertaining to employees consistent with this Agreement.

The City shall notify the Firefighters' Local 3793 prior to the implementation of any management right or management decision that materially impacts or affects matters within the scope of representation for bargaining unit employees. The City may take action only after satisfying its meet and confer obligations under the Meyers-Milias-Brown Act with respect to such matters.

During the term of this Agreement, the City shall notify the Firefighters' Local 3793 of any proposed additions, deletions or modifications to existing operational policies, procedures, and work rules. The City shall provide the Union with copies of such proposals at least thirty (30) days prior to implementation. Within fifteen (15) days following the Union's receipt of the proposed additions, deletions or modifications, the Union shall have the right to bargain with the City over identifiable impacts of the proposals on matters within the scope of representation.

Employees shall be provided with copies of all new or modified operational policies, procedures, and work rules at least fifteen (15) days prior to implementation.

ARTICLE 33 INTEREST BASED PROBLEM SOLVING

Firefighters' Local 3793 and the City utilized the Interest Based Problem Solving Process philosophy to negotiate this contract. This contract represents the results of open, honest sharing of information and concerns related to issues for Firefighters' Local 3793 and the City. Based on the philosophy of this process, Firefighters' Local 3793 and the City agree and understand that this is a living contract and agree to meet and discuss any items within this agreement that become of concern to either party during the course of this agreement. As part of this understanding and due to the current economic conditions, both parties have agreed to reopen discussions in order to address the impact on this contract with regard to compensation in the event that the City's overall financial situation, based on all General Fund revenues, either significantly diminishes or improves during the term of this contract. Both parties understand that any changes to this agreement are subject to the mutual consent of Firefighters' Local 3793 and the City Manager and are also subject to approval by the City Council.

ARTICLE 34 TERM OF AGREEMENT

The term of this agreement shall be February 16, 2016 through June 30, 2017.

Date:_____	Date:_____
City of Yuba City	Firefighters' Local 3793
_____	_____
Steven Kroeger, City Manager	Chuck Flesher, Mastagni et. al Law Firm
_____	_____
Natalie Springer, Human Resources Director	Dave Newquist
_____	_____
Robin Bertagna, Finance Director	David Jans
_____	_____
	Daniel Parnow

THE CITY OF YUBA CITY

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

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

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

A. Applicability

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

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

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

B. PROHIBITED SUBSTANCES

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

Drugs:

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

Alcohol:

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

C. PROHIBITED CONDUCT

Manufacture. Trafficking. Possession. And Use

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

Impaired/Not Fit for Duty

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

Alcohol Use

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

Compliance with Testing Requirements

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

Treatment/Rehabilitation Program

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

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

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

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

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

D. NOTIFYING THE CITY OF CRIMINAL DRUG CONVICTION

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

E. PROPER APPLICATION OF THE POLICY

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

F. TESTING FOR PROHIBITED SUBSTANCES

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

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

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

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

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

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

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

Pre-Employment Testing

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

Reasonable Suspicion Testing

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

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

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

misuse.

Post-Accident Testing

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

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

Random Testing

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

Return-to-Duty Testing

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

Employee Requested Testing

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

G. EMPLOYEE ASSESSMENT

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

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

H. CONTINUOUS COMPLIANCE REQUIREMENTS

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

I. CONTACT PERSON

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

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

J. DEFINITIONS

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

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

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

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

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

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

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

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

requires the motor vehicle to be placarded under the Hazardous Materials Regulations.

CITY - THE CITY OF YUBA CITY.

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

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

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

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

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

(1) 25 ng/ml if immunoassay

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

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

(1.) Delta-9-tetrahydrocannabinol-9-carboxylic acid
(2.) Benzoylecgonine
(3.) Specimen must also contain amphetamine at a concentration greater than or equal to 200 ng/ml

DEPARTMENT OF TRANSPORTATION GUIDELINES - The controlled substance and alcohol testing rules (49CFR Part 199 (RSPA - Pipeline), Part 219 (FRA - Railroad), Part 382 (FHWA - Commercial

Motor Vehicle), 654 (FTA - Mass Transit) and 14 CFR 61 (FAA -Aviation) et.al.) setting forth the procedures for controlled substance and alcohol testing (49 CFR Part 40) in all transportation industries.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF YUBA CITY
CATASTROPHIC ILLNESS AND INJURY DONATION PLAN

Purpose

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

Plan Guidelines

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

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

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

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

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

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

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

COUNSELING MEMO POLICY

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

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

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

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

Attachment A

List of Annual Health Assessment Procedures
Effective July 1, 2011

Complete Blood Count (CBC) /Complete Blood Panel (CBP) Lipid Count
Liver Function Panel
Cardiovascular Profiling (CVP) to include an electrocardiogram (EKG/ECG) -- every two years

Additionally, the tests/screenings outlined below will be completed to meet the minimum OSHA/Cal OSHA regulatory standards:
Respiratory Protection Questionnaire
Pulmonary Function Test
Annual Physical Exam
This exam meets 29 CFR 1910.134/Title 8, Section 5144 standards.

Occupational Noise Exposure (Hearing Conservation Program) Annual Audiogram.

This exam meets 29 CFR 1910.95/Title 8, Section 5096 standards.

Blood borne Pathogen Immunizations & Infectious Disease Screening Hepatitis A, Hepatitis B, Hepatitis C, HIV.

Annual screening and Immunization (if available) this exam meets 2 CFR 1910.1030/Title 8, Section 5193 standards.

Tuberculosis Monitoring
Annual PPD required for all personnel

This exam meets 29 CFR 1910.139 standards.

Asbestos Exposureannual questionnaire
Physical exam concentrating on upper and lower respiratory, and G.I. tract for known possible exposure if applicable

This exam meets 29 CFR 1910.1001 standards.

Hazardous Waste Operations (HAZ-MAT) and Emergency Response
This testing is only required if a HAZMAT team member

Annual electrocardiogram (EKG/ECG) stress test
This exam meets 29 CFR 1910.1201Title 8, Section 5192 standards

Service	Personnel	Frequency	Level of Need	Cost
Respiratory Protection Questionnaire	52	Annual	Required	
Blood Analysis	52	Annual	Required	
Immunizations	See Below	See Below	Required	
HPV	3	Once	Required	
Tetanus (TD)	UTO	10 Year Boosters	Required	
Hep A/B	UTO	Once	Required	
Varicella	UTO	Once	Required	
MMR	UTO		Required	
Infectious Disease Screening	52	Annual	Required	
Hep C	52	Annual	Required	
Tuberculosis	52	Annual	Required	
Individual Health Risk Appraisal	52	Annual	Recommended	
Medical History Questionnaire	52	Annual	Recommended	
Physical Examination	52	Annual	Recommended	
Vision Evaluation	52	Annual	Recommended	
Hearing Evaluation	52	Annual	Recommended	
Pulmonary Evaluation	52	Annual	Recommended	
Spirometry	52	3-5 Years	Recommended	
Urinalysis	52	Annual	Recommended	
Metabolic Syndrome	52		Recommended	
X-Ray (1 view)	42	1-5 Years	Recommended	
X-Ray (2 view)	10	1-5 Years	Recommended	
Cardiovascular Evaluation	52	Annual	Assessed Need	
Aerobic/Cardiopulmonary Testing/EKG	52	3 Years	Assessed Need	
Cancer Screening	See Below	See Below	Assessed Need	
Skin Examination	52	Annual	Assessed Need	
Breast Examnination	52	Annual	Assessed Need	
Mammography	3	Annual	Assessed Need	
Pap Smear	3	Annual	Assessed Need	
Testicular Examination	48	Annual	Assessed Need	
Prostate Specific Antigen (PSA)	10	Annual	Assessed Need	
Digital Rectal Exam (DRE)	49	Annual	Assessed Need	

Fecal Occult Blood Testing	52	Annual	Assessed Need	
Bladder Cancer Testing	52	Annual	Assessed Need	

CITY OF YUBA CITY
STAFF REPORT

Date: February 16, 2016

To: Honorable Mayor & Members of the City Council

From: Finance Department

Presentation by: Devin Barber, Information Technology Manager

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Summary

Subject: Classification Changes to positions within the Information Technology Division

Recommendation: A) Adopt a Resolution to authorize the Director of Finance to amend the salary schedule by doing the following:

- Add a new classification of Senior IT Analyst
- Reclassify the existing IT Analyst and IT Supervisor positions to the classification of Senior IT Analyst.

B) Adopt a Resolution authorizing the Director of Finance to amend the salary schedule as necessary to reflect the reclassifications and salary increases as outlined in the staff report.

Fiscal Impact: $31,396 (less up to $2,000 in varying annual overtime savings due to FLSA exempt statuses) in additional General Fund salary and benefit costs annually.
IT Supervisor: $7,331, IT Analyst $17,574, IT Technician II $6,491

Purpose:

To update classifications within the Information Technology Division structure and provide appropriate compensation for positions.

Background:

The Information Technology (IT) Division is comprised of five full time positions. The role of IT has continued to grow and develop in response to advancements in the use of technology throughout the City, especially in Police and Fire.

In preparing to recruit for a recent IT Technician I/II vacancy, a review of the staffing/positions in the division was needed to ensure that the division is positioned to continue to provide for the present and future needs of the City. Bryce Consulting was hired to perform an analysis of the staffing.

Analysis:

The consultant interviewed existing staff and analyzed the data in the context of the City's major IT functions. They then conducted a compensation survey. The consultant observed that "the IT

Division needs flexibility and broad knowledge and skills and abilities in staff to provide comprehensive IT coverage to the City based on the limited number of staff in the IT operation." A copy of their report "Information Technology Division Review" is attached.

The Bryce Consulting findings were as follows:

1. The size of existing IT staff is similar to other organizations in our market
2. That the positions of IT Supervisor and IT analyst currently are working at the same level in different functions within the IT operations and that their most appropriate classification level would be a new advanced journey professional class (Senior IT Analyst).
3. The IT Technician I/II position is appropriate for the duties they have been performing.
4. The IT Technician II salary needs to be adjusted by 7.75%.

While the IT Manager is responsible for managing the entire IT operation, for practical purposes the IT Technician I/II positions will be assigned to the Senior IT Analysts. This will allow IT to maintain maximum flexibility in prioritizing the needs of the division.

Bryce Consultants prepared a Job Description for the new Senior IT Analyst position and in doing so looked at other organizations and found that this position is typically a FLSA exempt position. This new position will therefore be FLSA exempt and receive 80 hours of administrative leave in lieu of overtime.

It is recommended that for the current IT Analyst, since the salary adjustment is fairly large, that a 10% increase be implemented as of February 16, 2016, with the remaining 7.2% to be effective July 1, 2016. This is typically how salary modifications are implemented by the City when a salary survey is performed and the recommended increase is significant.

Summary of Recommended Position Changes and Salary Increases

Current Title	Proposed Title	Current Salary	Proposed Salary	% Increase
IT Supervisor	Sr. IT Analyst	$83,761	$89,220	6.52
IT Analyst	Sr. IT Analyst	$76,148	$89,220	17.16
IT Tech II	IT Tech II	$63,606	$68,532	7.75

Fiscal Impact:

The fiscal impact is an annual increase in salary and benefits of $31,396 (less up to $2,000 in varying annual overtime savings due to FLSA exempt statuses). IT Supervisor: $7,331, IT Analyst $17,574, IT Technician II $6,491.

Alternatives:

1. Implement parts of the recommendation
2. Do not implement.

Recommendation:

a) Adopt a Resolution to authorize the Director of Finance to amend the salary schedule by doing the following:
   - Add a new classification of Senior IT Analyst
   - Reclassify the existing IT Analyst and IT Supervisor positions to the new Senior IT Analyst.

b) Adopt a Resolution authorizing the Director of Finance to amend the salary schedule as necessary to reflect the reclassifications and salary increases as outlined in the staff report.

Attachments:

- Resolution Authorizing Amendment to Salary Schedule
- Bryce Consulting Memo
- Senior IT Analyst Job Description

Prepared by:

/s/ Devin Barber
Devin Barber
IT Manager

Submitted by:

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

Reviewed by:

Finance	SM/RB
City Attorney	TH
Human Resources	NS

RESOLUTION NO.____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY AUTHORIZING THE DIRECTOR OF FINANCE TO AMEND THE SALARY SCHEDULE TO ADD THE POSITION OF SENIOR INFORMATION TECHNOLOGY ANALYST AND RECLASSIFY THE POSITIONS OF INFORMATION TECHNOLODY ANALYST AND INFORMATION TECHNOLOGY SUPERVISOR TO THIS NEW POSITION

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

WHEREAS, the City periodically evaluates changes in responsibilities and duties performed by employees subsequent to structural changes in the configuration of departments.

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

SECTION I:

The Salary Schedule and Compensation Plan shall reflect the following salary adjustments and changes:

ADD:

JCN	TITLE	1	2	3	4	5
TBD	Senior Information Technology Analyst	$6117	$6,423	$6,744	$7,081	$7,435
		35.29	37.05	38.91	40.85	42.89

CHANGE:

JCN	TITLE	1	2	3	4	5
4246	IT Technician I	$4,271	$4,484	$4,708	$4,944	$5,191
		24.64	25.87	27.16	28.52	29.95
JCN	**TITLE**	**1**	**2**	**3**	**4**	**5**
4260	IT Technician II	$4,670	$4,916	$5,174	$5,447	$5,733
		29.94	28.36	29.85	31.42	33.08

DELETE:

JCN	TITLE	1	2	3	4	5
6075	Information Technology Supervisor	$5,742	$6,029	$6,330	$6,647	$6,980
		33.13	34.78	36.52	38.35	40.27

SECTION II:

The Director of Finance is hereby authorized to reclassify the Information Technology Supervisor and Information Technology Analyst to Senior Information Technology Analysts. The Director of Finance is further authorized to establish each position and salary steps as outlined in the staff report and resolution.

The forgoing Resolution of the City Council of the City of Yuba City was duly introduced, passed and adopted at a regular meeting thereof held on the 16th day of February 2016.

AYES:

NOES:

ABSENT:

_____
John Buckland
Mayor

ATTEST:

_____
Terrel Locke
City Clerk

BRYCE CONSULTING

January 7, 2016

TO: Steve Kroeger, City Manager
City of Yuba City

FROM: Jean Sullivan, Principal
Shellie Anderson, Principal
Bryce Consulting

SUBJECT: Information Technology Division Review

The City of Yuba City has requested Bryce Consulting to conduct a review of the Information Technology Division. This memo presents our organizational, classification, and compensation findings and recommendations.

METHODOLOGY

In conducting the study, Bryce Consulting has reviewed the organization at a high functional level. The methodology and process included the following:

- Conducted a review of Position Inventory Questionnaires (PIQ) prepared by the incumbents in April, 2015 during an earlier study performed by Bryce Consulting; current class specifications; and labor market staffing levels (both number and level of IT staff). As agreed, we did not collect any additional information than what was provided by City staff. Information not considered included items such as total agency staff served and IT environment (i.e. # of servers, desktops, and propriety apps).
- Analyzed data in context of the City's major IT functions and developed organizational and related classification recommendations. The City would like to know if it is assigning work to the correct classification level.
- Conducted a compensation survey and develop salary recommendations related to classification recommendations.

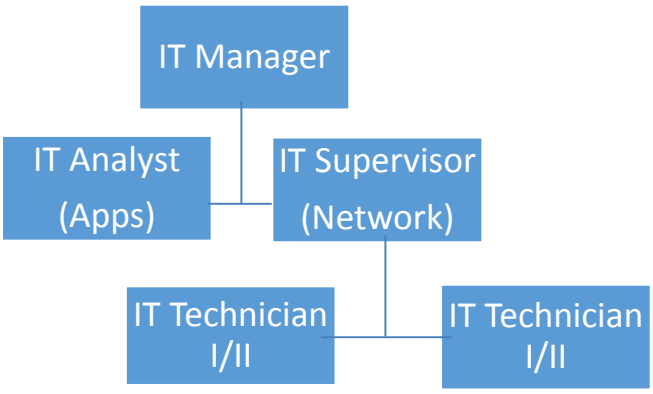
FINDINGS AND RECOMMENDATIONS

After review and analysis of the presented data we have found the following organizational, classification and compensation situation/context and related recommendations.

Organizational and Classification Review

The first phase of the organizational review is the documentation of the current staffing levels. The current City staffing levels consist of 5 positions of various classification levels. There is one division head/management position, one supervisory level position; one journey level professional position, and two journey level technical positions. The Information Technology organization needs flexibility and broad knowledge, skills and abilities in individual incumbents to provide comprehensive IT coverage to the City based on a limited number of staff in the IT operation. Below presents the current organizational structure.

City of Yuba City
Information Technology Division
Current



As this is a smaller organization, the assignment of technical functions are not as straightforward as applications and network. This is not unusual as individuals typically have knowledge and abilities based on their experience and interests. This is not a problem as long as there is a clear delineation and communication of assignments and responsibilities to the incumbents and the organization.

The second piece of the analysis is a review of the labor market agencies' classification and staffing levels. The agencies' staffing levels are presented on the chart below. The organizational/ classification levels are presented in the right column with the agencies listed across the top with staffing counts by level and the total number IT staff at the bottom.

City of Yuba City

Labor Market Staffing Comparison

Organizational/Classification Level	Yuba City	Citrus Heights	Chico	Lodi	Madera	Manteca	Rocklin	Turlock	Tracy	West Sac	Woodland
Director (Department Head)											
Manager (Division Head)	1	1	1	1	1	1			1	1	1
Supervisor (First-line)	1						2	1		1	
Senior IT Analyst (Advanced Journey Professional)			2	1							2
IT Analyst (Journey Professional)	1	2	2	1	1	2	1	4	1	2	1
Senior IT Technician (Advanced Journey Technical)		1					1				
IT Technician (Journey Technical)	2			3	2	3	1		5	4	
GIS Analyst (Journey Professional)						1					1
GIS Technical (Journey Technical)						2			1		1
Total Staff	**5**	**4**	**5**	**6**	**4**	**9**	**5**	**5**	**8**	**8**	**6**
Comments			No Techs					No Techs			

City Labor Market Agency

Have not reviewed the class specification

Based on a review of the City's current staffing and review of the current structure of the labor market agencies, it appears the City's staffing levels are in line with similar organizations. The organizational structures are similar, staffing allocations vary a bit. Primarily staffing levels are a division head, professional staff and technical staff. It appears the GIS function is typically included as an assignment within the broad professional level class and/or the technical level class depending on the type of working being assigned.

The Division Head (IT Manager) level and position is the most consistent and standard management structure and is classified accurately.

Regarding the supervisor and professional level positions, these two positions appear to be working at the same level in different functions within the IT operations. The specialization and complexity of the assigned functions are at similar levels. The Supervisor position (IT Supervisor), is responsible for the more customer service types of functions such as network infrastructure, physical and virtual server and desktop systems, and disk storage systems. The professional position (IT Analyst) is responsible for the backroom types of functions such as applications, databases, servers, storage and is performing higher than the journey level. Both positions are responsible for the planning, budgeting, implementing and supporting of assigned areas.

Generally, the definition of a professional class includes positions that typically perform duties that require high analytical skill and decision-making. Positions performing professional work are usually provided an outcome needed and are expected to develop the concept, plan the work, and implement the product with little to no input from others. Typically, professional work requires skills that are gained by the completion of a Bachelor's degree. Examples of professional duties include managing a function within a professional field, creating tools and systems that require a theoretical body of knowledge to construct, preparing staff reports that include quantitative analysis, and performing complex analysis of information and preparing reports of findings and recommendations. Professional duties usually require public contact at the level of policy interpretation and data analysis that requires a higher level of cognitive processing by the incumbent.

As the Supervisor and professional positions are operating at the same level over unit operations, the most appropriate classification level would be the advanced journey professional level. As such it is recommended that the City create a new advanced journey professional class (Senior IT Analyst) to reflect the assignment of a position over a functional organization unit (i.e. applications and hardware). As a practical matter, the advanced journey professional level could supervise technical level positions if that is desired.

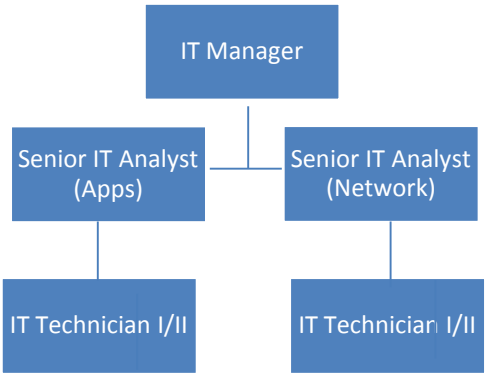
Regarding the two technical level positions, they are assigned traditional customer service functions such as desktop and peripheral equipment support; IT equipment "new, moves and changes"; PC imaging; Office product support, and telecommunications support. Each position also performs specific support areas such as public safety, SCADA, and web.

Generally, the definition of a technical class includes positions that typically perform duties that require moderate analytical skill and decision-making. Positions performing technical work are usually provided a concept or general guidelines and are expected to create the method of development and format of the product. Typically, technical work requires skills that are gained by the completion of an Associate's degree. Examples of technical duties include researching information from original sources, preparing formats and frameworks for operational information, designing and developing systems and procedures for operational related activities, and performing routine analysis of information and preparing reports of findings and conclusions. Technical duties usually require public contact at the level of data collection and analysis that requires a higher level of discretion by the incumbent.

It appears the duties and responsibilities assigned to the two IT Technician positions are appropriately classified at the technical level.

Based on the above information, it is recommended that the City consider the following organizational and classification structure:

City of Yuba City
Information Technology Division
Recommended



In this structure, each of the two Senior IT Analyst positions would have responsibility for an assigned unit with the two IT Technician positions deployed flexibly to perform a wide variety of technical level work as required by day-to-day operations. To assist the City in implementing this organizational recommendation, we have prepared a new Senior IT Analyst class specification for the City to consider.

No staffing increases are recommended at this time. If additional positions are being considered by the City in the future, it would be expected that staff will outline the tasks to be assigned and Bryce will review the duties and analyze the level of the work to assist the City in determining the classification level of the new position.

Compensation Review

As part of the review, Bryce was asked to collect salary and benefit data from the City's identified labor market which includes the cities of Chico, Lodi, Rocklin, Turlock, West Sacramento, and Woodland, in addition to the County of Sutter, based on the classifications recommended through the organizational review. Typically with compensation studies, the journey level is selected as the benchmark with the entry and advanced journey level being set off of the journey level, with a 10% spread. This ensures that the salary is both consistent with the market data as well as internally. While it is recommended that the City allocate the two positions to Senior Information Technology Analyst, the journey level Information Technology Analyst was surveyed as it serves as a better benchmark. The table on the following page provides a summary of the City's salary and benefits in comparison to the labor market with respect to maximum base salary, total cash (maximum base salary, employee's share of retirement paid by the employer, longevity at year 10, deferred compensation, and education incentive), and total compensation (all of the elements included in total cash, plus paid insurances, minus the amount the employee pays towards the employer's cost of retirement). With the exception of the Information Technology Manager, the City is behind market for total compensation. The detailed datasheets can be found in Appendix A.

Summary of Market Data										
Survey Classification	City of Yuba City Maximum Base Salary	Labor Market Median Base Salary	% City of Yuba City Is Above or Below Labor Market Median	City of Yuba City Total Cash	Labor Market Median Total Cash	% City of Yuba City Is Above or Below Labor Market Median	City of Yuba City Total Comp (Less ER Share of Pers Paid By EE)	Labor Market Median Total Comp (Less ER Share of Pers Paid By EE)	% City of Yuba City Is Above or Below Labor Market Median	Comparability
Information Technology Manager	$10,106	$9,436	6.63%	$10,913	$9,877	9.49%	$11,711	$11,059	5.57%	5
Information Technology Analyst	$6,345	$7,418	-16.91%	$6,839	$7,418	-8.46%	$7,900	$8,730	-10.50%	7
Information Technology Technician II	$5,300	$6,097	-15.05%	$5,300	$6,229	-17.53%	$6,805	$7,577	-11.35%	4

The table on the following page displays the salary recommendations for each classification, based on the market data presented on the previous page. When determining the appropriate maximum of the salary range, Bryce took into consideration the City's current benefits. Therefore, the amount listed as the recommendation is the amount, when added to the City's current benefits, which would be equal to the labor market median for total compensation. It should be noted that the City's traditional compensation policy has been to set salaries within 5% of market for total compensation. Therefore, the recommended salaries are consistent with this policy and past practices.

Salary Recommendations						
Classification	**Current Max Salary**	**Maximum Salary (Based on Labor Market Adjusted for Benefits)[1]**	**Salary Recommendations (within 5% of Market)[2]**	**% Increase / Decrease**	**$ Increase / Decrease**	**Rationale**
Information Technology Manager	$10,106	$9,454	$10,035	---	---	Within 5% of Market
Senior Information Technology Analyst	---	---	$7,435	---	---	10% above market for Information Technology Analyst
Information Technology Analyst	$6,345	$7,175	$6,759	6.53%	$414.00	Within 5% of Market
Information Technology Technician II	$5,300	$6,072	$5,711	7.75%	$411.00	Within 5% of Market
Information Technology Technician I	$4,876	--	$5,191	6.46%	$315.00	10% below Information Technology Tech II

[1] The maximum salary based on the labor market adjusted for benefits represents the new maximum salary, when combined with the City's current benefits, which would result in the City's total compensation being equal to the labor market median for total compensation.

[2]The recommended salary is the maximum the City would need to pay the classification when combined with current benefits to be within 5% of the market median for total compensation (-5%/+5%).

CITY OF YUBA CITY **JANUARY, 2016**

SENIOR INFORMATION TECHNOLOGY ANALYST

I. Position Identification:

A) Title: Senior Information Technology Analyst

B) Bargaining Unit: First Level Management

C) Customary Work Hours: 8:00 a.m. – 5:00 p.m.

D) Customary Work Days: Monday through Friday

E) Reports To: Information Technology Manager

F) Directs the Work of: Assigned technical staff

G) Educational and/or Experience Requirements:

Any relevant combination of education and experience that would demonstrate the knowledge and skill outlined below is qualifying. A typical way of gaining the skills is:

Education: Possession of a Bachelor's degree from an accredited college or university in Computer Science, Information Systems, or closely related field.

Experience: Five years of responsible professional level experience in computer technology.

Licenses and/or Certificates Required: Possession of a valid California Class C driver's license is required. Individuals who do not meet this requirement due to physical disability will be reviewed on a case-by-case basis.

II. FLSA Status: Exempt

III. Position Summary:

Under direction of the Information Technology Manager, performs complex duties related to an area of assignment that requires specialized knowledge; organizes, assigns, and reviews the work of assigned staff engaged in information technology related duties; and provides highly complex professional support relative to assigned area of responsibility. Incumbents may be assigned periodic weekend and evening work as required.

IV. Essential Functions:

1. Determines requirements, designs, builds, tests, implements, maintains and enhances complex technology and business systems related to area of assignment.
2. Monitors network to ensure performance, reliability and security.
3. Analyzes, detects, identifies and corrects complex technical problems and deficiencies; integrates complex systems for interoperability over multiple platforms and technologies; evaluates and makes recommendations in response to requests from departments related to systems development and/or the feasibility of computer applications.
4. Manages projects involving multiple City departments.
5. Plans, prioritizes, and reviews the work of staff assigned to a specific section of the Information Technology division.
6. Develops schedules and methods to accomplish assignments, ensuring work is completed in a timely and efficient manner.
7. Trains end users on the correct use of operating systems and applications.
8. Maintains servers and related infrastructure; provides support for backup and recovery.
9. Prepares and maintains system procedures and documentation; monitors systems and network resources; maintains and administers security systems and methodologies.
10. Researches, plans, install, configures and maintains virtual infrastructure; monitors servers, storage and network to ensure continuous availability of applications; installs, configures and maintains virtual desktop environment.
11. Researches, plans, configures and maintains City Enterprise GIS; develops web applications as it relates to GIS; creates a variety of cartographic maps.
12. Coordinates with users, City departments and external agencies as it relates to GIS needs; coordinates with City departments and external organizations for the collection of data.
13. Acts as liaison between vendors, technical support and departments to resolve complex problems related to area of assignment.
14. Provides budgetary input as it relates to the purchase and maintenance of networking equipment and software, server hardware, virtual infrastructure and GIS systems.
15. Assists in conducting needs analysis; researches and recommends hardware and software systems and new technologies that meet user needs while providing a coordinated information systems approach throughout the City; conducts feasibility studies regarding system capability, equipment needs, time and cost constraints of proposed projects and products.
16. Develops and maintains positive public relations with emphasis on quality customer service.
17. Has the ability and willingness to work cooperatively in a team environment with other City employees in the course of daily work.

18. Responsible for carrying out the mission of the City and the department and advancing the City's and departmental organizational goals.

V. Job Related and Essential Qualifications:

Note: The required level and scope of the following knowledge and skills relate to the level of the position as defined in the class characteristics.

A. Knowledge of:

- Principles and practices of computer operating systems, local area networks and data communications software and hardware and network technology and environment.
- Principles and practices of technical and functional supervision and training.
- Principles and practices of producing effective project and technical documentation.
- Principles and practices of good team building and team leadership.
- Principles and practices of project management and workflow analysis.
- Principles and practices of budget monitoring.
- Servers, server operations and operating systems
- Current internet standards and web usability and information architecture.
- Relational and spatial databases, including database systems, structure, applications and operations.
- Principles and practices of geographic information systems theory, technology, software platform and spatial problem solving.
- Principles and practices of customer service.

B. Skill at:

- Coordinating multiple projects and meeting deadlines.
- Translating user needs to effective operations programs and systems.
- Dismantling and assembling computers, peripherals, and related equipment.

C. Ability to:

- Provide technical and functional supervision over assigned technical staff.
- Manage complex projects and assignments.

- Independently perform the most complex professional work in support of the City's network infrastructure, databases, hardware and software and website.
- Diagnose and propose solutions to technical problems of a more complex nature.
- Assist in the development and monitoring of an assigned section budget.
- Maintain and administer security systems and methodologies.
- Train or instruct on-line users in the use of computer equipment and operating procedures.
- Prepare a variety of reports and maintain accurate records and files.
- Research, evaluate, and implement existing and new technologies, applications and methods in an effort to meet the needs of the City and end users.
- Use sound judgment in recognizing scope of authority.
- Maintain confidentiality as necessary.
- Work weekends, evenings or standby, as required.
- Communicate clearly and concisely, both orally and in writing.

VI. Physical Demands/Qualifications:

1. Requires the ability to sit for long periods of time throughout the workday.
2. Manual dexterity and vision sufficient to operate standard office equipment and supplies for potentially long periods of time without experiencing abnormal hand, wrist or eye strain.
3. Mobility to work in a standard office environment, and use standard office equipment (computers, scanners, copiers, etc.).
4. Ability to manipulate both single sheets of paper and large document holders (binders, manuals, etc.).
5. Hearing and speech sufficient to communicate and understand conversations, both in person and on the telephone.
6. Ability to lift objects up to 50 pounds without assistance.

NOTE: Some accommodations may be made for some physical demands for otherwise qualified individuals who require and request such accommodations.

VII. Non-Physical Demands/Qualifications:

1. Communicate information clearly and effectively on a number of different levels, both verbal and written.
2. Operate under tight timelines.
3. Prioritize numerous tasks and projects.

4. Demonstrate a high level of integrity as well as being highly organized and detail oriented.

VIII. Environmental Conditions:

1. Working conditions in the office are clean, well lit and free from extremes of temperature and humidity.

IX. Other duties and requirements

This class description lists the major duties and requirements of the job and is not all-inclusive. Not all duties are necessarily performed by each incumbent. Incumbents may be expected to perform job-related duties other than those contained in this document and may be required to have specific job-related knowledge and skills.

CITY OF YUBA CITY
STAFF REPORT

Date: February 16, 2016

To: Honorable Mayor & Members of the City Council

From: Finance/IT Department

Presentation By: Robin Bertagna, C.P.A., Finance Director

Summary

Subject: Financial Report for the Six Months Ended December, 31, 2015

Recommendation: Note and File the December 31, 2015 Financial Report

Fiscal Impact: Informational item only

Purpose:

To provide City Council with a summary of the first six months of FY 2015-16 revenue and expenditures of the City's major operating funds.

Background:

Finance provides periodic Financial Reports to City Council to keep them apprised of the City's financial activities along with trends in revenues and expenditures.

Analysis:

The attached December 31, 2015 Financial Report has been prepared for City Council review.

Fiscal Impact:

Informational item only

Alternatives:

Not applicable

Recommendation:

Staff recommends that the City Council note and file the December 31, 2015 Financial Report.

Prepared By:

/s/ Robin Bertagna
Robin Bertagna, C.P.A.

Submitted By:

/s/ Steven C. Kroeger
Steven C. Kroeger

Finance Director City Manager

Reviewed By: City Attorney TH

FINANCE DEPARTMENT

FY 2015-16 Financial Report

For the Six Months Ending 12/31/15

February 16, 2016

OVERVIEW

The FY 2015-16 adopted budget had a deficit of $0.2 million which includes $754,100 of one-time revenues. After deducting the revenues that are not on-going, the structural deficit is just over $0.9 million. The City's Economic Stabilization Reserve (ESR) provides funding to cover deficit budgets. Budget projections indicate the City will have a general fund budget deficit through FY 2016-17 when the pension obligation bonds will be paid in full. Beginning in FY 2017-18, it is expected that the City will once again have a balanced budget. The balance in the City's ESR as of July 1, 2015 was $4,541,557 as shown in the City's audited Comprehensive Annual Financial Report (CAFR).

In addition to the ESR balance, as of July 1, 2015, the general fund had an unassigned fund balance of $6,304,518. This amount met the City's Fiscal Policy requirement of a 15% general fund reserve for the first time. The City updated its Fiscal Policy in November, 2013, in anticipation of the economic recovery and in response to the Government Finance Officer's Association of the United States and Canada's recommended best practice of a fund balance reserve minimum of 15%.

During FY 2014-15, the City negotiated bargaining unit agreements with Mid Managers, Confidentials, First Level Managers, Executive Team, Police Officers Association and Sergeants that included elimination of the furlough over a two year period, having employees contribute to their retirement cost, and having employees pay 20% of the monthly premium of healthcare. These agreements had an expiration date of June 30, 2016. In August, 2015, when evaluating the FY 2014-15 year end budget finances, City staff recommended and City Council supported offering bargaining units that had existing agreements an opportunity to extend the contracts for an additional year, through June 30, 2017, in exchange for a one-time stipend payment of $1,500 and a 2% on-going flat increase. It had been many years since most City employees had received a pay raise so the City was pleased to be in a position to provide an increase and show employees they are valued and appreciated through an economic incentive. All eligible bargaining units voluntarily agreed with the City's offer. Since then, a similar agreement has been reached with the Local 1 union and a tentative agreement with similar terms has been reached with fire union members.

Although the City has recovered from the recession, we continue to prioritize our finite resources. There is pent up demand to allocate resources to cover increasing employee compensation and benefit costs, allocate funding towards unfunded pension liabilities, fund unmet facility and infrastructure needs related to parks and roads, cover the cost of providing police services to all City residents, and address deferred maintenance and improvements throughout the City. These resource needs will be discussed by City Council at the annual budget goal setting workshop in March, 2016.

Finance projections show that the City will continue to have financial challenges through FY 2016-17. We are projecting increases in CalPERS, healthcare and workers' compensation costs. These will be partially offset by increased revenues in both sales tax and property taxes. The FY 2015-16 budget shows an increase of $2.35 million in revenues (including one-time revenues of $754,100). Expenditures increased as well with the largest increase due to elimination of the furlough program. The furlough programs have now been entirely eliminated.

The City continues to see a large number of vacant positions. Finance evaluates vacancies on a quarterly basis to monitor the anticipated savings to the budget based on vacant positions. During the past year the vacancy ratio has ranged from a low of 10% to a high of 14%. Human Resources has placed a priority on recruitments and has added an additional staff member and contracted out recruitments in an effort to expedite the hiring process. However, the City's goal remains to hire the right people to join the City's team rather than merely filling slots. Finance anticipates that even though the FY 2015-16 budget has a structural deficit, the City will once again end the fiscal year with a surplus due to the number of vacant positions throughout the year and the savings that is generated.

This report is prepared on a cash basis; therefore it describes the timing of cash flows as it relates to the City's revenues and expenditures.

Beginning Balances. The City's annual independent audit is complete. We have received and included the auditor's adjustments to the City's ledgers. The beginning fund and working capital balances presented in this report are final year end amounts from the previous year and will not change.

Adjusted Budgets. The revenue projections and expenditure budgets include adjustments for encumbrances, carryovers, and any supplemental appropriations made by the Council as of December 31, 2015.

GENERAL FUND

General Fund Financial Condition. With 50% of the year complete, General Fund revenues are at 20.7% of projections and expenditures are at 44.7%.

General Fund

	Budget	YTD Actual	Percent
Balance, Start of Year	$ 6,304,518	$ 6,304,518	-
Revenues	38,226,891	7,895,602	20.7%
Expenditures	(39,378,029)	(17,615,100)	44.7%
Balance	**$ 5,153,381**	**$ (3,414,980)**	**-**

The budgeted expenditures shown above include encumbrance carryovers from FY 2014-15 of just under $370,000. Encumbrance carryovers are outstanding purchase orders as of June 30th. Encumbrances are liquidated and paid from the beginning fund balance as prior year budget monies are used to pay for them (as opposed to current year revenues). In addition, budgeted expenditures include $852,000 added for public safety grant funded programs and $709,000 for negotiated employee contract changes including eliminating the furlough program.

In the YTD Actual shown above, the ending fund balance is negative as of the end of the second quarter. This balance includes only the unreserved/undesignated operating fund balance of the general fund, not the ESR. The negative balance is an indication of the typical cash flow pattern for the general fund. This happens because general fund expenditures for payroll and vendor payments are incurred evenly throughout the fiscal year whereas our largest revenue source is received in two large payments in February and May when property taxes are received from Sutter County. The property tax receipt from Sutter County includes not only property tax revenue, but a portion of the City's sales tax revenues. These are by far the two largest revenue sources for the City and when they are received only two times per year, it causes the cash flows (and therefore fund balance) to go deficit until the first installment is received. When additional sales tax is received from the State and property taxes are received from Sutter County, this will turn around and fund balance will end the fiscal year with a positive balance. The negative fund balance as of December 31, 2015, was compared to that of December 31, 2014, and the City is approximately $672,300 better off (less negative) in 2015.

Revenues.

The City's top ten revenues account for approximately 95% of total General Fund revenues. As such, they provide a very good summary of our revenue position. Key revenues are performing as projected based on payment schedules and past trends for the half way through the fiscal year. More detailed information is noted below.

Top Ten Revenues	Budget	YTD Actual	% Received
Property Taxes	$ 11,468,600	$ -	0.0%
Sales Tax	12,870,060	2,725,536	21.2%
Business Licenses	833,100	28,031	3.4%
Franchise Fees	1,525,000	307,368	20.2%
Hotel/Motel Surcharge	700,000	226,847	32.4%
Building Permits	550,000	432,976	78.7%
Police Special Services	220,000	100,392	45.6%
CSA "G" Fire Contract	655,000	0	0.0%
Recreation Fees	1,049,700	372,675	35.5%
Operating Transfers	6,370,430	2,940,969	46.2%
Total	**$ 36,241,890**	**$ 7,134,795**	**19.7%**

- **Property Tax.** The first apportionment of FY 2015-16 taxes will not occur until February, 2016. The FY 2015-16 adopted budget projected a 4.0% increase in property taxes. Based upon the final assessed valuation reports from the Sutter County Auditor-Controller's Office, general fund secured and unsecured assessed values increased by 6.29%. Property tax revenues are anticipated to exceed budget estimates by approximately $150,000 at the end of the fiscal year.

Six of the largest components of the change in assessed values are as follows:

- Properties were adjusted by a CPI factor of 1.998% between FY 2014-15 and FY 2015-16 (an increase of $52.1 million in assessed valuations).
- Residential increased by 6.2% ($187.4 million).
- Unsecured decreased by 3.2% ($11.0 million) in assessed valuations. The largest decreases were due to Holt of California ($4 million decline) and Services Manufacturing ($3.2 million decline).
- Irrigated increased by 112.0% ($8.5 million) which partially offset a decline in the category Dry Farm which declined 100% ($5.5 million).
- Industrial increased by 0.35% ($0.7 million).
- Commercial values increased 7.7% ($58.9 million) the largest increase was for property owned by Sutter Partners which went up by $5 million due to new construction. Sierra Central Credit Union added $4.4 million and the Sullivan Family added $2.2 million.

The City received the benefit of $86.3 million in assessed value increases during FY 2015-16 attributable to an increase in market value compared to prior years when there had been decreases in assessed values pursuant to

Proposition 8. The increase in Proposition 8 values included $76.3 million in residential (affecting a total of 4,023 residential parcels) and $10.0 million in non-residential. An additional 3,894 parcels remain under Proposition 8 status, with a total potential recapture of $272 million. The City will see these increases in assessed value translate to increases in property tax revenues if real estate sales prices continue to escalate. The potential recapture is eliminated when and if a home under Proposition 8 status is sold for less than the recapture value.

- **Sales Tax.** When the FY 2015-16 revenue projections were developed, sales tax was projected to increase 3.5%. The most recent quarterly sales tax results increased 4.7% on a cash basis and 5.7% on an adjusted basis (July - September, 2015 sales) and 13.1% on cash basis and 9.3% on an adjusted basis (April - June, 2015). Sales tax continues to be unpredictable and volatile, but has shown overall increases. There is a lengthy lag time between the time that sales occur and when the City receives the information regarding the sales tax revenues in order to compare the data to the same quarter of the previous year. As of the date of this report, Finance staff is still waiting for the Christmas quarter results which will be available in mid-March, 2016. Finance continues to be cautiously optimistic because overall sales tax revenues have increased in 12 of the past 14 quarters (13 out of 14 quarters have been positive on an adjusted basis).

As stated, the revenue data for the October through December quarter sales has not yet been released by the Board of Equalization. The revenue shown here represents the first quarter payments received from the State and advance payments received towards the second quarter revenues.

- **Business Licenses**. Business licenses are renewed in January of each year; therefore most of the revenues from business licenses are received during the third quarter of the fiscal year.

- **Franchise Fees**. The City receives franchise fees from PG&E, Recology, AT&T and Comcast; the fees are based upon a percentage of their revenues. The receipts for the second quarter of the fiscal year are not received until the end of January and PG&E pays theirs annually in April. Therefore, we would not expect franchise fees to be near the 50% mark during the first two quarters of the fiscal year.

- **Hotel/Motel Surcharge.** Surcharge revenues for the first quarter are included in the amount shown, but second quarter receipts are not due or paid until the end of January and are therefore not included here.

- **Construction Permit Fees.** Building Permits are higher than anticipated at 78.7% received only half way through the fiscal year. This is an indication of the increase in construction and development activities. In FY 2014-15, about one-third of building permit revenues received were attributable to solar projects. It is expected that this trend will continue through FY 2015-16 as well.

- **CSA "G" Fire Contract.** The City receives these funds for fire services to the unincorporated area that was formerly served by the Walton Fire Protection District. Since revenues are property tax based, the first apportionment was received in February, 2016.

- **Recreation Fees.** At 35.5% of budgeted revenues, service fees from recreation programs appear to be lower than anticipated halfway through the year. This is typical due to the seasonal nature of the programs offered.

- **Operating Transfers.** The General Fund receives reimbursement for operating costs associated with support services provided to the water and wastewater utilities as well as other fund transfers. Transfers are well within budgetary expectations.

Expenditures. Operating costs are all within budgetary expectations as summarized below.

Expenditures	Budget	YTD Actual	% Expended
City Council	$ 159,622	$ 68,919	43.2%
City Attorney	185,500	96,033	51.8%
City Manager	564,879	244,578	43.3%
Finance/IT	2,427,345	1,085,703	44.7%
City Treasurer/City Clerk	46,455	3,996	8.6%
Human Resources	638,028	292,993	45.9%
Development Services	1,091,255	280,304	25.7%
Public Works	4,345,843	1,765,204	40.6%
Police	15,009,925	6,538,007	43.6%
Fire	9,749,253	5,235,260	53.7%
Animal Control Services	687,505	134,917	19.6%
Economic Development	247,252	121,197	49.0%
Contingency	211,289	28,653	13.6%
Non-Departmental Misc.	273,906	139,892	51.1%
Community Services	3,739,971	1,579,442	42.2%
Total General Fund	**$ 39,378,029**	**$ 17,615,100**	**44.7%**

ENTERPRISE FUNDS

The following summarizes year-to-date revenues, expenditures, and changes in current assets net of current liabilities for the enterprise funds. Water service revenues have declined due to conservation related to the drought. Except as noted below, in general, all other revenues and expenditures are consistent with past trends. Depreciation is included as a footnote in the budget and is therefore not included below.

Water Fund

	Budget	YTD Actual	Percent
Balance, Start of Year	$ 13,365,547	$ 13,365,547	-
Revenues			
Operating	10,981,860	5,009,545	45.6%
Capital	2,093,700	193,332	9.2%
Expenditures			
Operating Programs	(8,958,456)	(3,886,774)	43.4%
Capital Equipment	(35,000)	(9,856)	28.2%
CIP Contributions	(3,561,080)	(3,561,080)	100.0%
Debt Service	(2,339,709)	(788,810)	33.7%
Balance	**$ 11,546,861**	**$ 10,321,903**	**-**

CIP Projects	**$ 7,643,000**	**$ 1,997,623**	**26.1%**

Revenues in the water fund are 45.6% of the amount budgeted and are not expected to reach budget estimates by the end of the fiscal year. In reviewing the December 31, 2015, total where operating revenues equal 45.6% of budget it may not seem that we are that far below our budget estimates, but we are when you consider that by comparing the monthly billings for water to the first six months of billings for FY 2014-15, there is a decline in revenues of 19%. The largest declines are in the summer months of July through September when the largest water sales revenues occur. This is related to the drought and the State mandated 32% required reduction. Simply stated, if the City delivers less water to our citizens, revenues are going to decline accordingly. The City Council has already held the first Water and Wastewater Rate Study Workshop with the second one occurring on February 9th. In order to cover fixed costs including operating and maintenance along with debt service, the City will have to charge more for less water provided to customers. Rate options will be discussed at the February 9th workshop. It is expected that anticipated rate increases will be effective May 31, 2016. The City's bond covenants require that the City raise rates to continue meeting a 1.2% debt coverage ratio.

Capital connection fee revenues are only at 9.2% of the amount budgeted but that is because the amount budgeted includes $1.6 million in anticipated connection fees for the Proposition 84 waterline project which have not yet been received but are expected to be received during the 2nd half of FY 2015-16. Debt service expenditures are less than half for the first two quarters for both Water and Wastewater as they include only an interest payment because the payment that includes both principal and interest is not due until June 1st of each year.

Wastewater Fund

	Budget	YTD Actual	Percent
Balance, Start of Year	$ 16,586,234	$ 16,586,234	-
Revenues			
Operating	12,596,638	6,063,749	48.1%
Grants	875,756	1,769,645	202.1%
Capital	477,000	221,773	46.5%
Expenditures			
Operating Programs	(10,143,843)	(3,767,253.4)	37.1%
Capital Equipment	(405,525)	(139,083.8)	34.3%
CIP Contributions	(2,085,937)	(2,085,937.0)	100.0%
Debt Service	(2,154,572)	(684,433.3)	31.8%
Balance	**$ 15,745,751**	**$ 17,964,693**	**-**

CIP Projects	**$ 6,388,000**	**$ 634,809**	**9.9%**

Wastewater revenues are at 48.1% of the amount budgeted. Unlike Water revenues, Wastewater revenues have not declined due to the drought with the exception of revenues from Commercial customers. The only wastewater customers who are billed according to the amount of water they consume are commercial customers. This classification of customer has had a reduction in revenues due to a reduction in water sales related to the drought. However, other classes of revenues have not been affected. Therefore, revenues through December 31st are closely on track with expectations.

Wastewater operating expenses are lower than anticipated half way through the year at only 37.1% of budget. In reviewing the categories where expenditures have not reached the 50% level, staff noted the following:

- There is savings in salaries and benefits due to 7.5 vacant positions in the process of being recruited;
- Heat and power are under budget; and
- Facility operations and maintenance are under budget.

Finance staff accounts for the operating funds and capital connection fee funds for both the Water and Wastewater operations separately. Debt service payments are allocated to the capital connection fee funds based upon how the debt proceeds were used to finance projects at the time the debt was issued. Repayments for bond principal and interest are charged accordingly. Public Works/Utilities advises Finance when a Water or Wastewater project is approved how much should be paid from operating funds vs. capital connection fee funds. In recent years with the decline in development activities, City Council has been advised that at some point Finance staff may draw the connection fee fund reserves into a negative position in order to make debt service payments. Council concurred that this was an acceptable practice as long as Finance kept track of the funds separately, and replenished the cash flows as development activities increased. As of December 31, 2015, Finance reviewed the available cash balance in both the Water and Wastewater connection fee/capital funds and provides the following update:

	Water	Wastewater
Cash available @ 12/31/15	$ (33,386)	$1,565,111
Plus receivable-Prop 84 Project	$1,630,908	
Total net resources available	$1,597,522	$1,565,111
Annual D/S from connection fees	$1,499,119	$820,189
# of years of coverage available	1.07	1.91

What this table shows is the amount of cash reserves (plus the Proposition 84 receivable for Water connection fees) available in each of the capital connection fee accounts compared to the total annual debt service currently being allocated to and paid from capital connection fees. Those two amounts are then compared to calculate a ratio of how long, in terms of years, the City will be able to pay debt service without drawing capital connection fee funds into a deficit position. This calculation does not consider amounts used from capital connection fees for future capital projects or future revenues received; it is a snapshot in time of where the funds stand as of December 31, 2015. The Wastewater fund is in a better position to cover debt service than the Water fund, but without additional development to increase revenues, both will be in a difficult position to cover debt service without borrowing funds from the operating funds activities to do so.

For comparison purposes, the table below shows the same information for both Water and Wastewater as of two years ago on December 31, 2013:

	Water	Wastewater
Cash available @ 12/31/13	$2,383,384	$2,419,386
Annual D/S from connection fees	$1,504,275	$879,098
# of years of coverage available	1.58	2.75

By comparing the two tables, it is clear that both the Water fund and Wastewater funds are depleting capital connection fee funds available for debt service and the Water fund is likely to go negative before the Wastewater fund does. As stated previously, the capital connection fee fund is anticipating receipt of $1.6 million later this fiscal year for the Proposition 84 waterline project's connection fees (220 connections) so this was added as an available resource in the table shown as of December 31, 2015 as it is expected to be received prior to the end of the fiscal year. This improves the Water fund capital connection fee cash reserves, at least in the short-term. Longer term, this will be addressed as part of the rate study currently in progress by the Public Works Department.

CITY OF YUBA CITY
STAFF REPORT

Date: February 16, 2016

To: Honorable Mayor & Members of the City Council

From: City Treasurer

Presentation By: Spencer Morrison, Accounting Manager/City Treasurer

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Summary

Subject: Presentation of Investment Report – Quarter Ended December 31, 2015

Recommendation: Note & File Quarterly Investment Report

Fiscal Impact: Informational item only

Purpose:

To provide information regarding the investment of City funds.

Background:

In accordance with the City's adopted Investment Policies, staff has prepared the attached investment report for City Council review for the previous quarter (October, November, and December).

Analysis:

Portfolio Highlights:

- As of December 31, 2015, the City's overall investment portfolio (estimated market value) totaled $111,687,850, an increase of $20,852,975 over the previous quarter. Notably, $34.6 million of this is due to the temporary holding of Redevelopment bond funds. Without this amount, the portfolio decreased by $13.7 million
- Notable transactions during the quarter that affected cash flows included: 1) Tax allocation bonds (TABs) refunding, $34.6 million; salaries and benefits, $9.3 million; Prop 50 project reimbursement, $2.46 million; SBFCA construction costs, $38.0 million; and State reimbursements or bond drawdowns for SBFCA construction costs, $40.5 million.
- The Portfolio shows a *paper loss* of $3,069 as of December 31st. This represents the amount of money that the City would lose if it were to liquidate its entire portfolio at the end of the reporting period. However, such losses will not be realized if the investments are held until maturity (which is the City's general investment strategy).
- Portfolio yield remains close to 1.0%, mirroring the lackluster fixed income market. The City's portfolio is made up of increasingly longer-term, intermediate-maturity issues to attempt to increase yield. However, the refunding of Redevelopment bonds with guaranteed investment contracts (GIC) and issuing new issues without a benefit of a higher-yielding GIC does have the effect of reducing the yield of the trustee-held portfolio and created a decline in *weighted average yield to maturity* of the City's total (includes trustee-held and city-held) investment portfolio which fell slightly from 1.12% to 0.80% for the quarter.

- For the quarter ended December 31st, 17 city-held investments matured or were sold with an average yield to maturity of 0.843%. These funds were invested in 17 investments with an average coupon rate of 1.157%.
- The City's cash flow needs will be met by the roughly $24.5 million as of December 31st (approximately 31.9% of the "City Held Investments" portfolio value) that is currently invested in LAIF, CAMP, Umpqua, Union Bank custodial money market funds, and in the City's Wells Fargo checking account, which are wholly liquid.

Outlook: The Federal Open Market Committee (FOMC) raised the target federal funds rate for the first time in seven years, leaving the markets awaiting insights into the timing of the next move and to find out if economic conditions will support further tightening. This event further supports the City's longer-maturity investment position in Federal agency and credit instruments. We will focus on investments with intermediate maturities that offer slightly better yields than like-maturity Treasuries.

Summary Overview: The City's Investment portfolio continues to remain safe and stable. Each investment continues to be in compliance with state law and the City's formal Investment Policies. Our three primary objectives for the City's portfolio are safety, liquidity, and then yield. With this in mind, staff continues to conservatively look for opportunities in today's volatile marketplace while remaining focused on our primary objectives.

Fiscal Impact:

Informational Item only.

Recommendation:

Staff recommends for City Council to note and file the Quarterly Investment Report for the period ending December 31, 2015.

Prepared and Submitted By:

/s/ Spencer Morrison
Spencer Morrison
City Treasurer

Reviewed By:

City Manager	SK
Finance	RB
City Attorney	TH

City of Yuba City

Treasurer's Quarterly Investment Report

AS PRESCRIBED BY CALIFORNIA GOVERNMENT CODE SECTION 53646

December 31, 2015

City of Yuba City – Month-By-Month Comparison Report
December 31, 2015

The following table provides a comparison of the portfolio for the quarter ended December 31, 2015, and the previous quarters ended September 2015, June 2015, and March 2015.

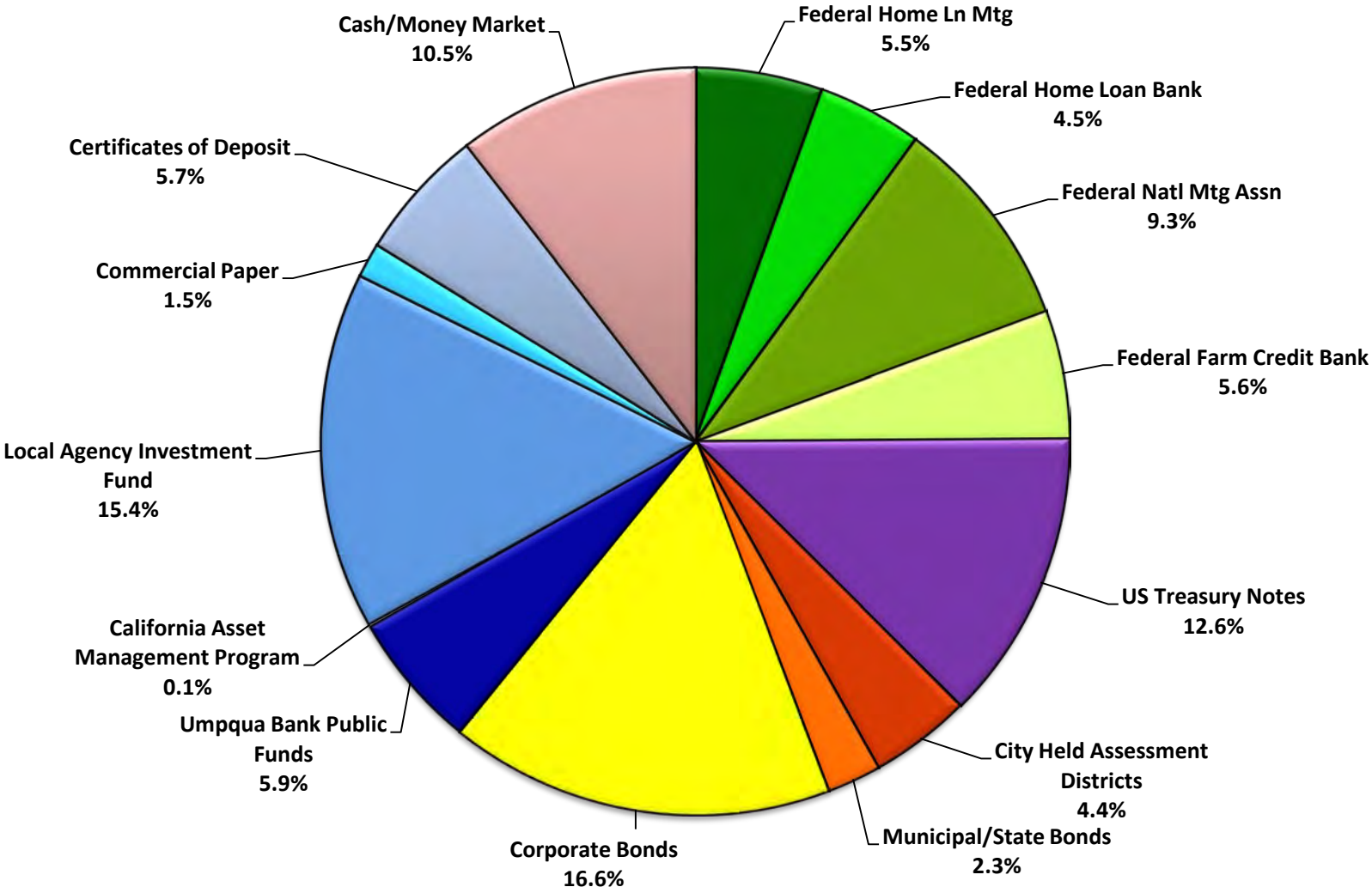
Portfolio Comparison				
	3/31/15	6/30/15	9/30/15	**12/31/15**
Cost Basis	$89,854,889	$91,161,763	$90,531,312	**$111,690,919**
Estimated Market Value	90,145,811	91,393,686	90,834,875	**111,687,850**
Unrealized Gains/(Losses) (1)	290,922	231,923	303,563	**(3,069)**
Liquidity	43.2%	45.4%	43.8%	**31.93%**
Weighted Average Years: Maturity of City Held Funds	2.04 years	1.90 years	1.83 years	**2.20 years**
LAIF Interest Rate	0.28%	0.30%	0.38%	**0.40%**
CAMP Interest Rate	0.050%	0.090%	0.130%	**0.230%**
Umpqua Bank Public Funds Money Market Interest Rate	0.28%	0.30%	0.34%	**0.40%**
Portfolio: Weighted Average Yield to Maturity at Market	1.01%	1.01%	1.12%	**0.80%**
CPI (Annualized)	-0.1%	0.1%	0.0%	**0.7%**

Note: (1) This represents the amount of money that the City would gain (or lose) if it were to liquidate its entire portfolio at the end of the reporting period. However, such gains (or losses) will not be realized if the investments are held until maturity (which is the City's historical investment strategy).

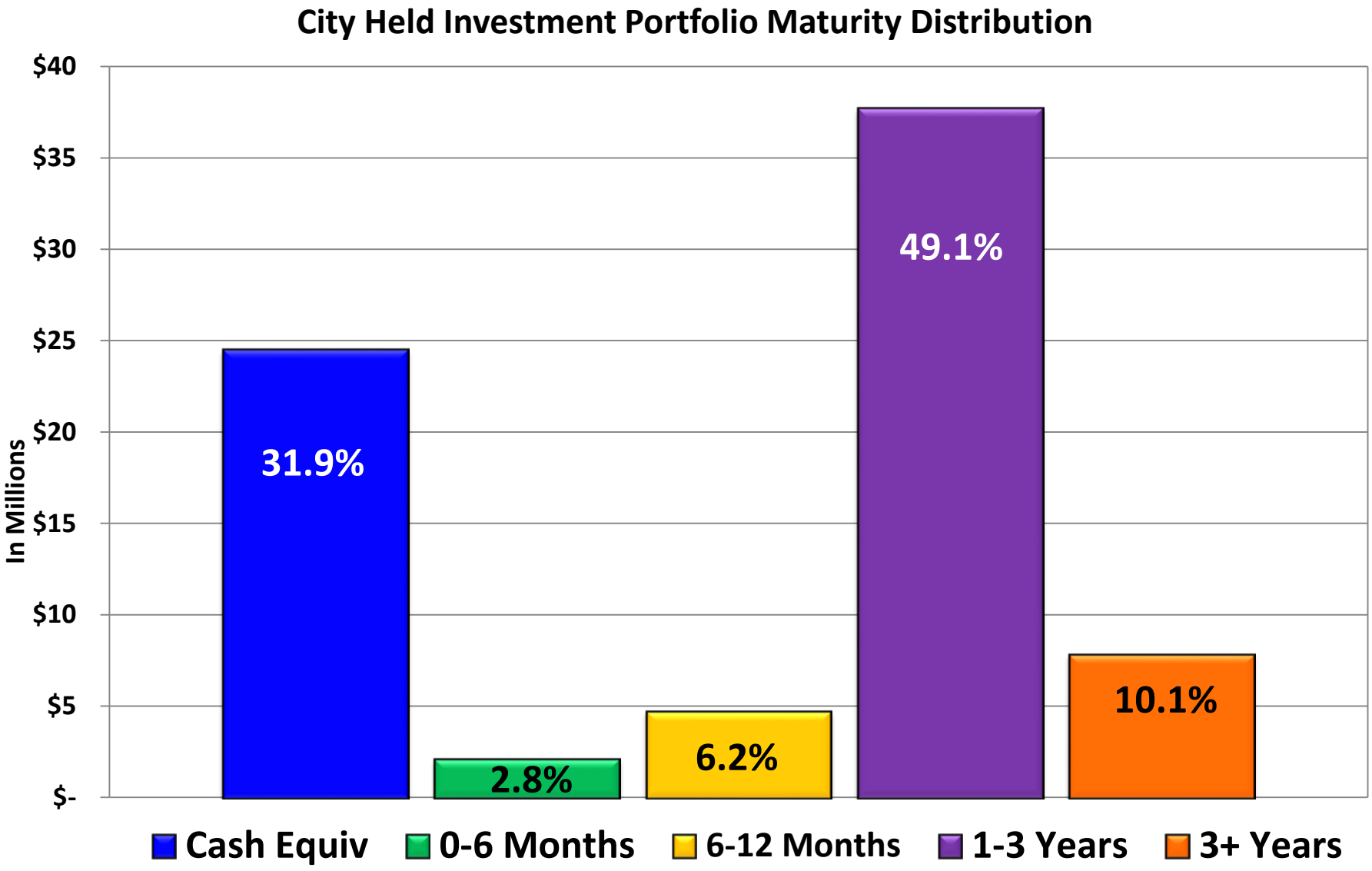
(2) The weighted average years to maturity has been corrected since the original report.

City of Yuba City – Quarterly Investment Report
December 31, 2015

Composition of City Held Investments



City of Yuba City – Quarterly Investment Report
December 31, 2015



City of Yuba City
Monthly Investment Statement
City Held Investments

December 2015

No.	Description of Security	Broker	CUSIP NO.	Rating	Settlement Date	Maturity Date	Coupon Rate	Yield to Maturity	Cost Basis	Estimated Market Value	Unrealized Gain/(Loss)
1	Local Agency Investment Fund (LAIF)	State Treasurer	N/A	N/A	N/A	Daily	0.400%	0.400%	$ 11,852,508	$ 11,856,964	$ 4,456
2	Calif. Asset Management Program (CAMP)	CAMP	N/A	N/A	N/A	Daily	0.230%	0.230%	102,700	102,700	-
3	Wells Fargo Money Market & Checking Accts.	Wells Fargo	N/A	N/A	N/A	Daily (Sweep)	0.000%	0.000%	7,573,222	7,573,222	-
4	Umpqua Bank Public Funds Money Market	Umpqua	N/A	N/A	N/A	Daily	0.400%	0.400%	4,521,126	4,521,126	-
5	Dreyfus Govt Cash Management Fund		26200630S			Daily	0.100%	0.000%	470,792	470,792	-
6	Microsoft Corp		594918AK0	AAA	10/19/12	02/08/16	2.500%	0.470%	746,487	701,295	(45,192)
7	JP Morgan Chase & Co	JP Morgan Chase	46623EJU4	A	02/26/13	02/26/16	1.125%	1.123%	275,072	275,127	55
8	Bank of Tokyo	Bony/IPA	06538BC84	A-1	09/08/15	03/08/16	0.000%	0.510%	573,517	574,408	890
9	UBS Finance Delw	UBS Finl Svcs	90262CCX3	A-1	09/08/15	03/31/16	0.000%	0.570%	573,134	574,195	1,061
10	US Treasury Notes		912828QX1	N/A	07/31/15	07/31/16	1.500%	0.910%	514,141	502,520	(11,621)
11	Goldman Sachs Bank USA	Goldman Sachs NY	38147J2L5	A-1	08/19/14	08/12/16	0.900%	0.900%	500,000	500,000	-
12	Berkshire Hathaway Fin Corp	Wells Fargo	084664BX8	AA	08/15/13	08/15/16	0.950%	0.970%	314,833	315,176	343
13	East Hillcrest AD					09/02/16	6.000%	6.000%	6,428	6,428	-
14	Toyota Motor Credit Corp		89233P5E2	AA-	10/04/13	09/15/16	2.000%	1.000%	1,028,960	1,008,070	(20,890)
15	Federal Natl Mtg Assn	Bank of America	3135G0WY5	AA+	05/14/13	11/14/16	0.550%	0.550%	1,900,000	1,897,568	(2,432)
16	US Treasury Notes	RBC Capital Markets	912828A59	AA+	06/06/14	12/15/16	0.625%	0.620%	500,078	499,220	(858)
17	Federal Farm Credit Bank	RBC Capital Markets	31331XLG5	AA+	04/25/14	01/17/17	4.875%	0.830%	1,108,800	1,040,480	(68,320)
18	Bank of America Corp Bnd	RBC Capital Markets	06050TLT7	A	04/15/14	02/14/17	1.250%	1.170%	501,050	499,530	(1,520)
19	US Treasury Notes		912828B74	AA+	07/08/14	02/15/17	0.625%	0.820%	497,539	498,730	1,191
20	Federal Natl Mtg Assn		3135G0VM2	AA-	04/04/13	03/14/17	0.750%	0.750%	1,000,800	997,450	(3,350)
21	Deere John Cap Corp		24422ERN1	A	03/16/15	03/15/17	1.400%	0.950%	504,415	500,790	(3,625)
22	Federal Home Ln Bank	CitiGroup	3130A4QV7	AA+	03/24/15	03/24/17	0.840%	0.840%	500,000	499,265	(735)
23	Canadian Imperial Bank	Goldman Sachs NY	13606JYY9	A-1	04/10/15	04/06/17	1.010%	1.010%	475,000	475,000	-
24	Rabobank Nederland	Goldman Sachs NY	21684BXH2	A-1	04/27/15	04/21/17	1.070%	1.070%	575,000	575,000	-
25	BMO Harris Bk Natl Assn	Merrill Lynch	05574BFW5	N/A	10/23/15	04/24/17	1.000%	1.010%	475,000	473,703	(1,297)
26	Federal Home Loan Mtg Corp		3137EADF3	AA+	03/21/14	05/12/17	1.250%	0.870%	1,011,900	1,001,550	(10,350)
27	Pfizer Inc SR Notes		717081DJ9	AA	03/16/15	05/15/17	1.100%	0.920%	501,900	499,595	(2,305)
28	Berkshire Hathaway Fin Corp	Merrill Lynch	084664BS9	AA	05/15/12	05/15/17	1.600%	1.620%	199,846	201,308	1,462
29	US BankCorp MTNS Bank	US Bank	91159HHD5	A+	07/30/12	05/15/17	1.650%	1.180%	766,478	752,265	(14,213)
30	Nordea Bank Finland	Merrill Lynch	65558LFA5	AA-	05/29/15	05/26/17	1.150%	1.150%	475,000	475,000	-
31	John Deere Cap Corp	HSBC Securities, Inc.	24422ESN0	A	06/12/14	06/12/17	1.125%	1.140%	364,828	364,274	(555)
32	HSBC USA INC IN	HSBC Securities, Inc.	40434CAA3	A	06/23/14	06/23/17	1.300%	1.350%	189,711	188,987	(724)
33	Federal Home Ln Mtg	Societe General	3137EADH9	AA+	07/31/12	06/29/17	1.000%	0.820%	1,008,550	999,900	(8,650)
34	Freddie Mac Global Notes	BNP Paribas	3137EADH9	AA+	08/13/14	06/29/17	1.000%	0.960%	625,631	624,938	(694)
35	US Treasury Notes		912828TB6	AA+	03/23/15	06/30/17	0.750%	0.700%	500,508	498,440	(2,068)
36	California Earthquake Auth Rev	Goldman Sachs	13017HAD8	NR	11/06/14	07/01/17	1.824%	1.820%	130,000	130,636	636
37	Toyota ABS	JP Morgan Chase	89236WAB4	AAA	03/04/15	07/17/17	0.710%	0.710%	82,642	82,573	(69)
38	Svenska C/D	Merrill Lynch	86958DH54	A-1+	11/24/15	08/24/17	0.832%	0.840%	475,000	474,725	(276)
39	Wells Fargo & Co.	Wells Fargo	94974BGB0	A+	09/09/14	09/08/17	1.400%	1.430%	499,505	499,430	(75)
40	IBM Corp Notes		459200GJ4	AA-	08/02/13	09/14/17	5.700%	1.600%	494,211	455,847	(38,365)
41	American Express Corp	Deutsche	0258M0DR7	A-	09/23/14	09/22/17	1.550%	1.600%	139,812	139,944	132
42	Freddie Mac Global Notes	Morgan Stanley	3137EADL0	AA+	10/18/12	09/29/17	1.000%	0.910%	301,236	299,175	(2,061)
43	US Treasury Notes		912828TS9	AA+	04/14/15	09/30/17	0.625%	0.730%	498,750	496,545	(2,205)
44	Federal Farm Credit Bank	Jefferies	3133EFHY6	AA+	12/02/15	10/13/17	0.650%	0.930%	994,770	992,650	(2,120)
45	Bank of Nova Scotia	UBS Financial Services	06417GAS7	A-1	11/09/15	11/06/17	1.560%	1.550%	475,000	475,000	-
46	Skandinav Enskd	Goldman Sachs (NY)	83050FBG5	A-1	11/17/15	11/16/17	1.480%	1.480%	475,000	475,000	-
47	HSBC Bank C/D	HSBC Securities, Inc.	40428AR41	A-1+	11/18/15	11/17/17	0.954%	0.970%	475,000	475,000	-
48	Federal Home Loan Bank	Chase Securities	313381B20	AA+	12/13/12	12/08/17	0.750%	0.770%	999,000	992,600	(6,400)
49	US Treasury Notes		912828G79	N/A	07/30/15	12/15/17	1.000%	0.850%	501,777	499,315	(2,462)
50	Freddie Mac Global Notes	Societe General	3135G0RT2	AA+	12/21/12	12/20/17	0.875%	0.880%	749,820	746,400	(3,420)

City of Yuba City
Monthly Investment Statement
City Held Investments

December 2015

No.	Description of Security	Broker	CUSIP NO.	Rating	Settlement Date	Maturity Date	Coupon Rate	Yield to Maturity	Cost Basis	Estimated Market Value	Unrealized Gain/(Loss)
51	Federal Home Ln Mtg		3137EADN6	AA+	02/01/13	01/12/18	0.750%	1.010%	987,580	991,950	4,370
52	Ford ABS	JP Morgan Chase	34530QAB6	NR	03/24/15	01/15/18	0.810%	0.810%	50,194	50,151	(42)
53	IBM Corp Notes	CitiGroup	459200HZ7	AA-	02/06/15	02/06/18	1.125%	1.230%	598,170	595,980	(2,190)
54	Berkshire Hathaway Fin Corp	Jefferie	084670BH0	AA	09/25/15	02/09/18	1.550%	1.310%	502,750	500,815	(1,935)
55	Honda ABS	JP Morgan Chase	43813NAC0	AAA	05/20/15	02/21/19	1.040%	1.050%	169,974	169,036	(938)
56	Federal Natl Mtg Assn		3136G1DG1	AA+	09/30/15	02/27/18	1.050%	0.890%	577,162	573,465	(3,697)
57	Federal Farm Credit Bank	Wachovia Capital Markets,	3133EE2W9	AA+	07/02/15	03/01/18	1.050%	0.990%	1,252,050	1,245,250	(6,800)
58	Exxon Mobil Corp	JP Morgan Chase	30231GAL6	AAA	03/06/15	03/06/18	1.305%	1.310%	350,000	349,444	(557)
59	US Treasury Notes	BPSG	912828UU2	N/A	10/22/15	03/31/18	0.750%	0.780%	499,688	495,525	(4,163)
60	Federal Natl Mtg Assn	Goldman Sachs	3136ANJY4	AA+	04/30/15	04/25/18	1.550%	0.830%	111,100	109,893	(1,206)
61	Federal Home Loan Bank		3130A52L2	AA+	04/27/15	04/27/18	1.000%	1.000%	1,000,000	993,270	(6,730)
62	Colgate Palmolive Co	CitiGroup	19416QEB2	AA-	05/02/13	05/01/18	0.900%	1.000%	427,949	425,752	(2,197)
63	Microsoft Corp	Merrill Lynch	594918AS3	AAA	05/02/13	05/01/18	1.000%	1.010%	139,912	138,866	(1,046)
64	Apple Inc.	Alamo Capital	037833AJ9	AA+	12/05/08	05/03/18	1.000%	1.170%	495,880	495,940	60
65	Apple Inc.	Goldman Sachs	037833AJ9	AA+	05/03/13	05/03/18	1.000%	1.080%	254,059	252,929	(1,130)
66	Toyota ABS	CitiGroup	89237CAD3	AAA	06/17/15	05/15/19	1.270%	1.270%	239,987	238,966	(1,021)
67	UC General Rev Bnds	Barclays	91412GSZ9	AA	10/02/13	05/15/18	2.054%	2.050%	370,000	374,584	4,584
68	Fannie Mae	Nomura	3135G0WJ8	AA+	05/24/13	05/21/18	0.875%	1.040%	864,435	866,801	2,366
69	Bank of New York Mellon	Goldman Sachs	06406HDB2	A+	05/29/15	05/22/18	1.600%	1.600%	474,957	473,224	(1,734)
70	Chevron Corp SR Notes	Barclays	166764AE0	AA	06/24/13	06/24/18	1.718%	1.720%	365,000	363,135	(1,865)
71	Federal Natl Mtg Assn	BPSG	3136G15Q8	AA+	10/23/15	06/26/18	0.920%	0.910%	1,000,320	991,090	(9,230)
72	US Treasury Notes	CitiGroup	912828VQ0	AA+	02/04/15	07/31/18	1.375%	0.980%	1,419,117	1,405,362	(13,755)
73	Federal Home Ln Bank	BPSG	3130A6KT3	AA+	10/22/15	08/24/18	0.950%	0.940%	1,000,340	990,810	(9,530)
74	Fannie Mae	Morgan Stanley	3136AMTM1	AA+	03/01/15	09/25/18	0.413%	0.380%	79,200	79,133	(67)
75	Federal Farm Credit Bank	BPSG	3133EFHU4	AA+	10/22/15	10/09/18	0.875%	0.980%	996,850	987,280	(9,570)
76	US Treasury Notes	Merrill Lynch	912828WD8	AA+	10/03/14	10/31/18	1.250%	1.490%	495,254	499,295	4,041
77	US Treasury Notes	Morgan Stanley	912828A34	AA+	06/03/14	11/30/18	1.250%	1.450%	545,316	549,076	3,760
78	Fannie Mae	Golman Sachs	3136AQSW1	AA+	11/30/15	01/25/19	1.898%	1.200%	131,300	130,828	(472)
79	US Treasury Notes	Barclays	912828B33	AA+	07/30/14	01/31/19	1.500%	1.610%	398,031	401,408	3,377
80	Cisco Sys Inc	Merrill Lynch	17275RAR3	AA-	09/08/15	03/01/19	2.125%	1.830%	479,740	479,076	(665)
81	US Treasury Notes	JP Morgan Chase	912828D23	AA+	04/28/15	04/30/19	1.625%	1.160%	508,984	502,910	(6,074)
82	Freddie Mac Notes	CitiGroup	3137EADG1	AA+	12/02/14	05/30/19	1.750%	1.540%	302,676	302,250	(426)
83	American Honda Finance NTS	Merrill Lynch	02665WAH4	A+	09/09/14	08/15/19	2.250%	2.290%	499,075	501,230	2,155
84	Fannie Mae	Morgan Stanley	3136AQDQ0	AA+	10/30/15	09/25/19	1.646%	1.080%	222,203	219,666	(2,537)
85	US Treasury Notes	RBS-Sec	912828F39	AA+	03/30/15	09/30/19	1.750%	1.370%	838,825	830,577	(8,248)
86	US Treasury Notes	RBS-Sec	912828TR1	AA+	02/27/15	09/30/19	1.000%	1.470%	97,922	97,898	(24)
87	Nissan ABS	Merrill Lynch	65477UAC4	NR	04/14/15	10/15/19	1.050%	1.060%	184,961	183,725	(1,236)
88	Ford ABS	RBC Capital Markets	34530VAD1	NR	05/26/15	11/15/19	1.160%	1.160%	124,988	124,083	(906)
89	Federal Natl Mtg Assn	Jefferie	3135G0ZY2	AA+	12/02/14	11/26/19	1.750%	1.670%	301,074	301,539	465
90	GECC	Barclays	36962G4J0	AA+	09/08/15	01/08/20	5.500%	2.230%	482,031	476,667	(5,364)
91	US Treasury Notes	Salomon Brothers/Merril Ly	912828UQ1	N/A	11/09/15	02/29/20	1.250%	1.330%	817,100	811,495	(5,605)
92	Federal Natl Mtg Assn	Merrill Lynch	3136AP3Z3	AA+	09/10/15	04/25/20	0.540%	0.540%	241,714	240,459	(1,255)
93	JP Morgan Chase & Co	Chase Securities	46625HLW8	A	09/04/15	06/23/20	2.750%	2.640%	477,361	477,119	(242)
94	US Treasury Notes	Morgan Stanley	912828VP2	N/A	12/04/15	07/31/20	2.000%	1.600%	203,578	202,296	(1,282)
95	US Treasury Notes	HSBC Securities, Inc.	912828VV9	N/A	12/30/15	08/31/20	2.125%	1.760%	889,219	889,114	(105)
96	Darrough Drive AD					09/02/24	6.000%	6.000%	88,289	88,289	-
97	Buttes Vista 2000-1 AD					09/02/25	2.730%	2.730%	515,695	515,695	-
98	Buttes Vista 2002-1 AD					09/02/27	2.730%	2.730%	533,384	533,384	-
99	Staple/Ashley/Cornwell AD					09/02/30	6.000%	6.000%	120,584	120,584	-
100	Yuba City RDA TABs					09/01/32	5.375%	6.460%	960,000	1,292,220	332,220

City of Yuba City
Monthly Investment Statement
City Held Investments

December 2015

No.	Description of Security	Broker	CUSIP NO.	Rating	Settlement Date	Maturity Date	Coupon Rate	Yield to Maturity	Cost Basis	Estimated Market Value	Unrealized Gain/(Loss)
101	WWTP Solar System (DS, June 30)					06/30/33	4.000%	4.000%	2,105,964	2,105,964	-
	U.S. Consumer Price Index (Inflation)					December 2015		0.700%			
	Total City Held Investments								**$ 76,818,418**	**$ 76,815,349**	**$ (3,069)**

City of Yuba City Investment Report
Investments Held By Trustees
December 2015

No.	Description of Debt Issuance	Account Type	Description of Security	Maturity Date	Coupon Rate	Yield to Maturity	Cost Basis	Estimated Market Value	Unrealized Gain/(Loss)
102	Sunsweet Blvd CFD - 2005	Reserve	LAIF	Daily	0.400%	0.400%	216,244	216,244	-
103		Reserve	Blackrock T-Fund	Daily	0.010%	0.010%	2,657	2,657	-
104		Installment	Blackrock T-Fund	Daily	0.010%	0.010%	68,684	68,684	-
105	Gauche Park COP - 2006	Reserve	Federal Natl Mtg	06/01/36	Discount	5.040%	1	1	-
106	Wastewater Revenue Refunding - 2011	Reserve	Blackrock T-Fund	Daily	0.000%	0.000%	2	2	-
107	2013 Water Rev COP	Escrow	Uninvested Cash	Daily	0.000%	0.000%	-	-	-
108		COI	Blackrock T-Fund	Daily	0.010%	0.010%	-	-	-
109		Debt Service	Blackrock T-Fund	Daily	0.000%	0.000%	1	1	-
110	TABs Refunding - 2015	Debt Service	Blackrock T-Fund	Daily	0.010%	0.010%	388,906	388,906	-
111		Interest	Blackrock T-Fund	Daily	0.000%	0.000%	1	1	-
112		Reserve	Blackrock T-Fund	Daily	0.010%	0.010%	128,551	128,551	-
113		Reserve	Blackrock T-Fund	Daily	0.000%	0.000%	1	1	-
114		Reserve	Blackrock T-Fund	Daily	0.010%	0.010%	478,449	478,449	-
115		Issuance	Blackrock T-Fund	Daily	0.010%	0.010%	21,275	21,275	-
116		Escrow	Uninvested Cash	Daily	0.010%	0.010%	18,009,512	18,009,512	-
117		Escrow	Uninvested Cash	Daily	0.000%	0.620%	15,550,323	15,550,323	-
118	Gauche Park Refunding - 2015	Debt Service	Blackrock T-Fund	Daily	0.000%	0.000%	0	0	-
119		Debt Service	Blackrock T-Fund	Daily	0.000%	0.000%	1	1	-
120		Interest	Blackrock T-Fund	Daily	0.000%	0.000%	1	1	-
121		Reserve	Assured Guaranty	06/01/36	Discount	0.000%	1	1	-
122		COI	Blackrock T-Fund	Daily	0.010%	0.010%	7,892	7,892	-
	U.S. Consumer Price Index (Inflation)		December 2015			0.700%			
	Total Trustee-Held Investments						**$ 34,872,501**	**$ 34,872,501**	**$ -**

TOTAL CITY & TRUSTEE-HELD INVESTMENTS	**$ 111,690,919**	**$ 111,687,850**	**$ (3,069)**

I certify to the best of my knowledge: (i) That this statement reflecting all City investments is accurate and complete; (ii) That each investment conforms with the City's investment policies, as well as California's Government Code; and (iii) That sufficient cash flow liquidity is available to meet the next six months of estimated disbursements.

Signed: */s/ Spencer Morrison*
Spencer Morrison, City Treasurer

Date: 12/31/2015

City of Yuba City - Quarterly Investment Transaction Report
December 2015 - Market Value Summary

Account Types	Balance 9/30/2015	Balance 12/31/2015	Period Activity
City Held Investments			
Local Agency Investment Fund	$ 17,856,562	$ 11,856,964	$ (5,999,598)
California Asset Management Program	102,655	102,700	45
Umpqua Bank Public Funds Money Market	4,516,797	4,521,126	4,329
Cash/Money Market	15,591,474	8,044,013	(7,547,461)
Commercial Paper	2,146,912	1,148,603	(998,309)
Federal Agency Securities	17,742,218	19,115,659	1,373,441
US Treasuries	7,063,139	9,679,726	2,616,587
Certificates of Deposit	3,800,781	4,398,428	597,647
Municipal/State Bonds	1,936,174	1,797,440	(138,734)
Corporate Bonds	12,882,312	12,780,346	(101,965)
City-held Assessment Districts	3,370,343	3,370,343	0
Total City Held Investments	**$ 87,009,366**	**$ 76,815,349**	**$ (10,194,018)**
Trustee Held Investments			
RDA Tax Allocation Series A - 2004	$ 1,165,124	$ -	$ (1,165,124)
Housing Set Aside Series B - 2004	322,828	-	(322,828)
Sunsweet Blvd CFD - 2004	287,408	287,584	176
Gauche Park COP - 2006	804,729	1	(804,728)
RDA Tax Allocation 2007	1,245,416	-	(1,245,416)
TABs Refunding - 2015	-	34,577,017	34,577,017
Gauche Park Refunding	-	7,896	7,896
Total Trustee Held Investments	**$ 3,825,509**	**$ 34,872,502**	**$ 31,046,993**
Total	**$ 90,834,875**	**$ 111,687,850**	**$ 20,852,975**

Investment Activity
October-November-December 2015

Description of Security	Broker	Settlement Date	Maturity Date	Trade Date	Activity Type	Coupon Rate	Yield to Maturity	Cost Basis
SALES/REDEMPTIONS								
FNMA NTS	MORGAN STANLEY	10/09/15	10/26/15	10/09/15	Sales	1.625%	0.990%	205,044
FHLB BDS	MORGAN STANLEY	10/09/15	09/28/16	10/09/15	Sales	0.500%	0.610%	139,685
BMO HARRIS BANK NA	FIRST TENNESSEE BANK,N.A.-BOND	10/23/15	02/10/16	10/22/15	Sales	0.540%	0.540%	475,000
FHLMC MTN		10/23/15	10/23/18	10/23/15	Full Call	1.350%	1.350%	501,430
FNMA NTS	WACHOVIA CAPITAL MARKETS, LLC.	10/30/15	11/15/16	10/26/15	Sales	1.375%	1.362%	201,840
UNITED STATES TREAS	MORGAN STANLEY	11/09/15	11/30/17	11/06/15	Sales	0.625%	0.626%	24,508
FNMA NTS	WELLS FARGO SECURITIES	11/09/15	10/26/17	11/06/15	Sales	0.875%	0.873%	445,158
BK NOVA SCOTIA YC/D	UBS FINANCIAL SERVICES INC.	11/09/15	06/10/16	11/06/15	Sales	0.410%	0.120%	449,728
FHLMC MTN	HSBC SECURITIES, INC.	11/17/15	09/29/17	11/16/15	Sales	1.000%	0.994%	276,133
UNITED STATES TREAS	SALOMON BROS.	11/17/15	11/30/17	11/16/15	Sales	0.625%	0.626%	196,063
FNMA NTS	SG AMERICAS SECURITIES, LLC	11/18/15	11/15/16	11/17/15	Sales	1.375%	1.362%	100,920
HSBC BANK C/D	JP MORGAN CHASE BANK/HSBCSI	11/18/15	08/15/16	11/17/15	Sales	0.880%	0.879%	375,000
WESTPAC YC/D F/R	MERRILL LYNCH FIXED INCOME	11/24/15	04/15/16	11/20/15	Sales	0.414%	0.410%	475,000
GECC DC/P		11/25/15	11/25/15	11/25/15	Matured	0.000%	0.374%	997,266
FNMA NTS	TORONTO DOMINION SECURITIES	11/30/15	11/15/16	11/30/15	Sales	1.375%	1.362%	75,690
CALIF ST GO	HSBC SECURITIES, INC.	12/04/15	02/01/16	12/02/15	Sales	1.050%	1.048%	200,676
FNMA NTS	G.X. CLARKE & COMPANY	12/30/15	11/15/16	12/29/15	Sales	1.375%	0.810%	883,050
	Total Sales/Redemptions							**$ 6,022,191**
PURCHASES								
UNITED STATES TREAS	SALOMON BROS.	10/09/15	02/29/20	10/09/15		1.250%	1.330%	348,742
US TREAS NTS	BPSG	10/22/15	03/31/18	10/20/15		0.750%	0.780%	499,688
US TREAS NTS	BPSG	10/22/15	07/31/18	10/20/15		1.375%	0.980%	506,953
FHLB BDS	BPSG	10/22/15	08/24/18	10/20/15		0.950%	0.940%	1,000,340
FFCB BDS	BPSG	10/22/15	10/09/18	10/20/15		0.875%	0.980%	996,850
BMO HARRIS BK C/D	MERRILL LYNCH FIXED INCOME	10/23/15	04/24/17	10/22/15		1.000%	1.010%	475,000
FNMA NTS	BPSG	10/23/15	06/26/18	10/20/15		0.920%	0.910%	1,000,320
FANNIE MAE	MORGAN STANLEY	10/30/15	09/25/19	10/07/15		1.646%	1.080%	222,203
UNITED STATES TREAS	MERRILL LYNCH FIXED INCOME	11/09/15	02/29/20	11/05/15		1.250%	1.330%	468,357
BK NOVA SCOTIA YC/D	UBS FINANCIAL SERVICES INC.	11/09/15	11/06/17	11/06/15		1.560%	1.550%	475,000
SKANDINAV ENSKD YC/D	GOLDMAN SACHS (NY)	11/17/15	11/16/17	11/16/15		1.480%	1.480%	475,000
HSBC BK C/D F/R	HSBC SECURITIES, INC.	11/18/15	11/17/17	11/17/15		0.954%	0.970%	475,000
SVENSKA C/D F/R	MERRILL LYNCH FIXED INCOME	11/24/15	08/24/17	11/20/15		0.832%	0.840%	475,000
FANNIE MAE	GOLDMAN SACHS (NY)	11/30/15	01/25/19	11/06/15		1.898%	1.200%	131,300
FFCB BDS	JEFFERIES	12/02/15	10/13/17	12/01/15		0.650%	0.930%	994,770
US TREAS NTS	MORGAN STANLEY	12/04/15	07/31/20	12/02/15		2.000%	1.600%	203,578
US TREAS NTS	HSBC SECURITIES, INC.	12/30/15	08/31/20	12/29/15		2.125%	1.760%	889,219
	Total Purchases							**$ 9,637,320**

CITY OF YUBA CITY
STAFF REPORT

Date: February 16, 2016

To: Honorable Mayor & Members of the City Council

From: Administration

Presentation by: Darin E. Gale, Economic Growth & Public Affairs

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Summary

Subject: Establishment of a Summer Intern Program

Recommendation: Create a Summer at City Hall Intern Program in coordination with the Yuba City Unified School District and Sutter County Office of Education

Fiscal Impact: None – All funding for this program is being provided for two years through the Sutter County Office of Education Career Pathway Grant

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Purpose:

To update the Council regarding a Summer Internship partnership between the City, Yuba City Unified School District and the Sutter County Office of Education

Background:

In 2015 Councilmember Didbal and staff participated in a League of California Cities workshop regarding the City of Sacramento's award winning Summer at City Hall (S@CH) Program. The purpose of a S@CH cooperative summer youth program is to:

- Provide youth with more opportunities to gain career ready skills
- Foster interest and provide the tools to be civically engaged
- Teach youth how to use their voice to advocate for themselves and others

What is Summer at City Hall? S@CH is an innovative, collaborative program designed to provide an enriching summertime experience for youth. The program focuses on leadership and workplace skills development. S@CH was initiated in Sacramento by City Council Member Jay Schenirer and Bina Lefkovitz, a Sacramento area youth development advocate in 2010 as a response to a lack of positive summer experiences for youth. In Sacramento, program collaborators are the City of Sacramento, Sacramento area school districts and local employers.

The program's success can be found in its significant growth. The Sacramento program grew from 30 students and one school district partner to 104 students and three school district partners in just five years. The program has expanded to other communities. The City of Elk Grove successfully launched their S@CH program in 2015 with a great response from the Community. Elk Grove adapted their program from the program created by the Sacramento area collaborators and plans to continue the program. Elk Grove began with 22 students and hopes to expand participation this year. Additionally the City of Oxnard and Moreno Valley and moving forward with similar programs.

Analysis:

There is no question that the successful future of Yuba City and the Yuba Sutter Region lies, in part, in the hands of well-developed, skilled, educated, and socially and civically engaged youth. Our current demographics illustrate that our workforce has a lower than average college and career technical attainment. Increasing college and career and technical education is noted as a priority in the City's Economic Growth Plan. Working with youth programs like S@CH and Junior Achievement is one way to provide our future workforce with the essential skills needed to grow our economy.

Over the past few months City staff has met with Yuba City Unified School District and the Sutter County Office of Education to discuss bringing the S@CH program to our community. Through these efforts we plan on holding a three to four week S@CH program for 30 students. Funding for this program is generously being provided for two years through the Sutter County Office of Education Career Pathways Grant.

While details will be solidified in collaboration with Yuba City School District and the County Office of Education here is a brief overview of the objectives and outcomes from the program.

Draft Objectives:

- Students learn about how local government operates
- Students understand what active citizenship means
- Student Learn 21st century and civic skills
- Students become involved in making their community better
- Students register to vote, volunteer their time and step up to be leaders
- Students learn how to advocate for themselves and others
- Students explore and experience careers in city government, gain work experience and reflect on how this program impacts their course and educational choices

Draft Outcomes

Youth

- Youth Increase awareness and knowledge of how government works and its role in the community
- Youth Make connections to adults in city government and with community stakeholders
- Youth develop 21st century skills that will help them in school, life and work
- Youth Understand role of government in helping them make the community better
- Youth identify ways they can impact their community and act on them
- Youth become involved in their community by registering to vote, volunteering, leading, giving back and advocating for changes
- Youth become aware and interested in careers in public service

Organizational

- City and School District strengthen their partnerships
- City creates a pipeline for a more diverse workforce
- Teachers learn about government and how to employ experientially based teaching practices
- Adults see youth as resources to the community
- Opportunities for youth to inform city policies increase

Fiscal Impact:

None – All funding for this program is being provided for two years through the Sutter County Office of Education Career Pathway Grant

Recommendation:

Create a Summer at City Hall Intern Program in coordination with the Yuba City Unified School District and Sutter County Office of Education

Prepared by:

/s/ Darin Gale
Darin E. Gale
Economic Growth & Public Affairs

Submitted by:

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

Reviewed by:

Finance SM

City Attorney TH

CITY OF YUBA CITY
STAFF REPORT

Date: February 16, 2016

To: Honorable Mayor and Members of the City Council

From: City Manager

Report By: Steven C. Kroeger, City Manager

Summary

Subject: Provision of Police Services to the Walton Area

Recommendation: Informational Only

Fiscal Impact: None

Purpose:

Overview of the status of providing Police Services to the incorporated areas of the City that continues to receive services from the Sutter County Sheriff's Office.

Background:

In 2000, the City of Yuba City and the County of Sutter entered into a master tax exchange agreement that set forth certain conditions to guide the future growth of the City within our 25 square mile sphere of influence.

The agreement prescribed that the Sutter County Sheriff and California Highway Patrol would continue to provide services to the area within the sphere of influence until such time as certain property annexation thresholds were met. Specifically, once 90% of the dwelling units within the sphere north of Franklin road were annexed to the City, police services within this annexed area would transfer from the County to the City. For the area south of Franklin road the threshold was set at 82%.

Since 2000, large annexations into the City have included the Tierra Buena and Walton areas. The Tierra Buena annexation resulted in the transition of the area north of Franklin road to City police services in 2008. With regard to the Walton area, the 82% threshold has yet to be met and therefore rural Sheriff service continues in the area south of Franklin Road, including limited traffic enforcement from the California Highway Patrol.

Analysis:

The provision of enhanced urban police services to the Walton area has been, and continues to be, a stated priority of the City Council. In order to advance this goal, City staff began conversations with community leaders regarding potential annexation of the remaining unincorporated County area north of Bogue Road and bordering Highway 99 ("South Yuba City"). The South Yuba City area is already serviced by City Water and the City Fire Department; annexation would transfer road maintenance and provide police services to these residents.

These conversations have been met with positive response and therefore staff believes it appropriate to brief your City Council on proposed next steps.

The master tax exchange agreement sets forth a process for the orderly transition of police services from the Sheriff to the City. The timeframe for this process will afford the City time to prepare for the staffing needs under this arrangement when the area south of Franklin Road transitions to the Police Department. While the master tax exchange agreement provides for revenue sharing between agencies, it is anticipated that the financial net impact to the City of the additional staffing levels required for the provision of police services to the area south of Franklin Road will be approximately $300,000 annually.

Next Steps

There are certain legal and procedural steps that need to be taken as part of any proposed annexation. Staff is prepared to initiate this process. More importantly, the community, both as individuals within the City limits and those within the area proposed to be annexed, deserve to have an open forum for communication.

If the City Council elects to proceed with adoption of a resolution stating your intent is to proceed with the annexation, then staff will coordinate a series of neighborhood meetings to provide forums for such communication. Written literature would be prepared, questions would be gathered, and responses would be shared.

Coordination with the County is key to this process as well. County staff has been supportive of the transition of police services as envisioned in the master tax exchange agreement and has openly shared that the annexation of this area is of “great importance” to the County. It is anticipated that one of the initial steps would be to bring a resolution of support before the County Board of Supervisors.

Submitted by:

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

CITY OF YUBA CITY

City Council Reports

- Councilmember Didbal
- Councilmember Dukes
- Councilmember Gill
- Vice Mayor Cleveland
- Mayor Buckland

Adjournment