



AGENDA

OCTOBER 7, 2025

**REGULAR MEETING OF THE SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY AND
CITY COUNCIL
CITY OF YUBA CITY**

**4:30 P.M. CLOSED SESSION
SUTTER ROOM / VIRTUAL**

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

MAYOR	• Dave Shaw
VICE MAYOR	• Marc Boomgaarden
COUNCILMEMBER	• Toni Cole
COUNCILMEMBER	• Michael Pasquale
COUNCILMEMBER	• Wade Kirchner
CITY MANAGER	• Robert Bendorf
CITY ATTORNEY	• Shannon L. Chaffin

**1201 Civic Center Blvd
Yuba City CA 95993**

Wheelchair Accessible

*The City has adopted a Reasonable Accommodations Policy that provides a procedure for receiving and resolving requests for accommodation to participate in this meeting. Please visit [yubacity.net ADA & Accessibility Resources page](http://yubacity.net/ADA&AccessibilityResources). 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 help. Accommodations should be requested as early as possible as additional time may be required in order to provide the requested accommodation; 72 hours in advance is suggested. Please contact City offices at (530) 822-4817 or **(TTY: 530-822-4732)**, so such aids or services can be arranged. Requests may also be made by email at cityclerk@yubacity.net or citymanager@yubacity.net or mail City Clerk, 1201 Civic Center Blvd, Yuba City, CA 95993.*

AGENDA
REGULAR MEETING OF THE SUCCESSOR AGENCY TO THE REDEVELOPMENT
AGENCY AND
CITY COUNCIL - CITY OF YUBA CITY
OCTOBER 7, 2025
4:30 P.M. CLOSED SESSION
SUTTER ROOM / VIRTUAL

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

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

The Council Chambers will be open for public attendance and participation. The meeting will also be live-streamed for public viewing, but not participation, at the following link: https://yubacity-net.zoom.us/webinar/register/WN_Ozo7yhO3SW6n4QbPvGE-oQ. Emailed comments sent to cityclerk@yubacity.net at least 24 hours before the meeting will be distributed to the Successor Agency to the Redevelopment Agency and City Council prior to the meeting. Please identify the Agenda item(s) addressed by the comments.

Public Comment:

Any member of the public wishing to address the City Council on any item listed on the closed session agenda, if any, will have an opportunity to present testimony to the City Council in the Council Chamber 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.

Closed Session

- A. Liability Claim:
Claimant: Justen Rossiter, Claim 25-26
Agency Claimed Against: City of Yuba City
- B. Liability Claim:
Claimant: Jordan McClelland, Claim 25-27
Agency Claimed Against: City of Yuba City
- C. Liability Claim:
Claimant: Robert A Diaz, Claim 25-28
Agency Claimed Against: City of Yuba City
- D. Liability Claim:
Claimant: Benjamin Garcia, Claim 25-29
Agency Claimed Against: City of Yuba City

- E. Liability Claim:
Claimant: Arun Cata Singh, Claim 25-30
Agency Claimed Against: City of Yuba City
- F. Conference with Legal Counsel – Anticipated Litigation Deciding whether to initiate litigation pursuant to Government Code Section 54956.9(d)4. Number of cases:
One (1) Case
- G. Threats to Public Services or Facilities pursuant to Government Code Section 54957(a). Consultation with: City Attorney and/or City Manager

Regular Meeting

Call to Order

Roll Call

- ___ Mayor Shaw
- ___ Vice Mayor Boomgaarden
- ___ Councilmember Kirchner
- ___ Councilmember Pasquale
- ___ Councilmember Cole

Invocation/Inspiration

Pledge of Allegiance to the Flag

City Attorney's Report on Closed Session Items, City Attorney Shannon Chaffin

Agenda Modifications

Ceremonial Presentations

1. **Proclamation — Faith Christian School, 50th Anniversary**
2. **Proclamation — Code Enforcement Officers Appreciation Week**
3. **We are Yuba City Legacy Award — The Cookie Tree**
4. **Introduction of Lt. Col. Dom Foglia and Presentation of the 9th Intelligence Squadron mission at Beale Air Force Base**
5. **Active Transportation Plan - Update Presentation by Fehr and Peers**

Public Communication

6. Appearance of Interested Citizens

You are welcome and encouraged to participate in this meeting. Public comment is taken on action items appearing on the Consent Calendar or Business Items on the Agenda when they are called. Public comment on any other items within the scope of the City's jurisdiction, including items not listed on the Agenda will be considered at this time. Public comment is limited to three minutes per speaker. Members of the public submitting written requests at least 24 hours prior to the meeting will be allotted five minutes to comment per speaker. Repetitive comments may be limited, and large groups are encouraged to select representatives to express the opinions of the group.

Consent Calendar

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

7. **Minutes of the September 16, 2025 Regular Meeting of the Successor Agency to the Redevelopment Agency and City Council and the September 23, 2025 Special City Council Meeting Workshop**
Recommendation: Approve the Minutes of the September 16, 2025 Regular Meeting of the Successor Agency to the Redevelopment Agency and City Council and the September 23, 2025 Special City Council Meeting Workshop
8. **West Sanborn Unit 2 Subdivision – Subdivision Agreement and Final Map Approval**
Recommendation: Adopt a Resolution approving the execution of a Subdivision Agreement with FOR California Development LLC, a Delaware limited liability company providing for public improvements associated with the West Sanborn Unit 2 Subdivision Map, approving the West Sanborn Unit 2 Subdivision Final Map, accepting dedication of rights-of-way and easements shown thereon, and authorizing the filing of the map [Subdivision is located at the northwest corner of Sanborn Road and Bogue Road]
9. **Aquifer Storage and Recovery Well – Phase 2 (Plans & Specifications)**
Recommendation: Adopt a Resolution approving the plans and specifications for the ASR Well – Phase 2 Project at the Water Treatment Plant and authorizing advertisement for bids on the project
10. **Shasta Street and Alturas Street Bus Pad Improvements (Plans & Specifications)**
Recommendation: Adopt a Resolution adopting a CEQA Class 1 Categorical Exemption, approving the plans and specifications, and authorizing advertisement for bids for the Shasta Street and Alturas Street Bus Pad Improvements Project
11. **Adoption of an Ordinance updating the City’s procedures for filing claims against the City**
Recommendation: Adopt an Ordinance of the City Council of the City of Yuba City repealing and adding Section 3-3.04 of Chapter 3 of Title 3 of the Municipal Code regarding special claims procedures by title only and waive the second reading
12. **Utilities Department Vacancy Staffing Request – Electrical Technician I/II**
Recommendation: Authorize the Interim Human Resources Director to fill the vacancy for a full-time permanent Electrical Technician I/II in the Utilities Department

Business Items

13. Community Sponsorships

Recommendation: Consider sponsorship requests from Yuba City High School Baseball Boosters, the Community Memorial Museum Association, and the Yuba-Sutter Economic Development Corporation; If approved:

- A. Adopt a Resolution to approve a monetary sponsorship request from Yuba City High School Baseball Boosters in an amount of up to \$1,000.00

- B. Adopt a Resolution to approve a monetary sponsorship request from the Community Memorial Museum Association in the amount of \$1,000.00 for sponsorship of the Annual Trees & Traditions fundraiser event
- C. Adopt a Resolution to approve a monetary sponsorship request from The Yuba- Sutter Economic Development Corporation in the amount of \$1,000.00 for the Bounty of Sutter County event

Future Agenda Items

14. Future Agenda Items

Reports and Communications

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

15. City Manager's Report

16. City Council Reports

Adjournment



Faith Christian School

50th Anniversary

Proclamation to be presented at City Council meeting





Proclamation

of the City Council

CODE ENFORCEMENT OFFICERS WEEK

2nd Week of October 2025

WHEREAS, Code Enforcement Officers provide for the safety, health and welfare of citizens in our community through the enforcement of local, state and federal laws and ordinances dealing with various issues of building, zoning, housing, animal control, and environment; and

WHEREAS, Code Enforcement Officers have challenging and demanding roles and often do not receive recognition for the work they do in improving quality of life for residents and businesses; and

WHEREAS, the role of many Code Enforcement Officers has expanded in recent years with jurisdictions increasingly relying on the expertise and training of Code of Enforcement Officers in dealing with the growing challenge of the unhoused and transient population, and

WHEREAS, Code Enforcement Officers are dedicated, highly qualified and highly trained professionals who share the goals of preventing neighborhood deterioration, enhancing communities, ensuring safety, and preserving property values through knowledge, training and application of housing, zoning, and nuisance laws; and

WHEREAS, Code Enforcement Officers often have a highly visible role in the communities they serve and regularly interact with the public, business owners and a variety of federal, state, county, and local officials in their capacity as a Code Enforcement Officer; and

WHEREAS, the City of Yuba City wants to recognize and honor the Code Enforcement Officers that serve our community and acknowledge their role in leading the way to improve quality of life within our communities.

NOW, THEREFORE, BE IT RESOLVED, that I, Dave Shaw, Mayor of the City of Yuba City and on behalf of the entire City Council do hereby proclaim the second week of October be known as Code Enforcement Officer Appreciation Week and call upon its residents to join in recognizing and expressing their appreciation for the dedication and service by the those who serve as our Code Enforcement Officers.

Done this 7th day of October 2025, at the City of Yuba City, County of Sutter, State of California.



We Are Yuba City

Legacy Award

The Cookie Tree

Award to be presented at City Council meeting



Beale Air Force Base 9th Intelligence Squadron

Presentation by: Lt. Col. Dom Foglia





Active Transportation Plan

Update Presentation by:

Fehr & Peers

CITY OF YUBA CITY

Public Communication

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

Procedure

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

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

Request for additional time to address Council

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

Procedure

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

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

Or email to:
Ciara Wakefield, City Clerk
cityclerk@yubacity.net

CITY OF YUBA CITY
STAFF REPORT

Date: October 7, 2025
To: Honorable Mayor & Members of the City Council;
From: Administration Department
Presentation By: Ciara Wakefield, City Clerk

Summary

Subject: Minutes of the September 16, 2025 Regular Meeting of the Successor Agency to the Redevelopment Agency and City Council and the September 23, 2025 Special City Council Meeting Workshop

Recommendation: Approve the Minutes of the September 16, 2025 Regular Meeting of the Successor Agency to the Redevelopment Agency and City Council and the September 23, 2025 Special City Council Meeting Workshop

Fiscal Impact: None

Attachments:

1. 09-16-2025 Regular Meeting Meetings (DRAFT)
2. 09-23-2025 Special Meeting Minutes (DRAFT)

Prepared By:
Ciara Wakefield
City Clerk

Submitted By:
Robert Bendorf
Interim City Manager

ATTACHMENT 1

MINUTES (DRAFT)
**REGULAR MEETING OF THE SUCCESSOR AGENCY
TO THE REDEVELOPMENT AGENCY AND
CITY COUNCIL - CITY OF YUBA CITY
SEPTEMBER 16, 2025**

**5:30 P.M. CLOSED SESSION
SUTTER ROOM/VIRTUAL
6:00 P.M. REGULAR MEETING
COUNCIL CHAMBERS/VIRTUAL**

Call to Order

The Closed Session Meeting of the City Council was called to order by Mayor Shaw at 5:30 PM

Roll Call:

Present: Mayor Shaw and Councilmembers Boomgaarden, Cole, Kirchner, and Pasquale

Absent: None

Closed Session

- A. Liability Claim:
Claimant: Khushwant Randhawa, Claim number: CL2496600338
Agency Claimed Against: City of Yuba City
- B. Conference with Legal Counsel – Pending Litigation Pursuant to Government Code Section 54956.9(d)(1).
Case: Hoetger v. City of Yuba City, et al., Sutter County Superior Court Case No. CVCS24-0002392 (complaint for personnel injuries – motor vehicle)
- C. Liability Claim:
Claimant: Justin Rossiter, Claim 25-26
Agency Claimed Against: City of Yuba City
- D. Liability Claim:
Claimant: Jordan McClelland, Claim 25-27
Agency Claimed Against: City of Yuba City

No public comment received

Call to Order

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

Roll Call:

Present: Mayor Shaw and Councilmembers Boomgaarden, Cole, Kirchner, and Pasquale

Absent: None

Invocation/Inspiration

Wade Kirchner, Councilmember

Pledge of Allegiance to the Flag

Ciara Wakefield, City Clerk

City Attorney's Report on Closed Session Items

Shannon Chaffin, City Attorney:

Item C – Rossiter (Claim 25-26): Notice of Insufficiency

Item D – McClelland (Claim 25-27): Notice of Insufficiency

Agenda Modifications

- Item 5 moved to the first Business Item
- Item 9 (Introduction of an Ordinance updating the City's procedures for filing claims against the City) to include a public hearing
- Item 10 (Merriment Village Apartments Homekey Grant Funding) to be heard immediately following Item 7 (Merriment Village Apartments, Development Plan 25-02) as both items are part of the same project

Presentations

1. 2025 Sikh Parade Status Update - Chief Jim Runyen

Chief Jim Runyen gave a presentation

Public Communication

2. Appearance of Interested Citizens

No public comment

Consent Calendar

Councilmember Pasquale moved and Councilmember Kirchner seconded the motion to approve Consent Calendar items 3 & 4:

3. Minutes of the September 2, 2025 Regular Meeting of the City Council

Approve the Minutes of the September 2, 2025 Regular Meeting of the City Council

4. Chima Ranch – Subdivision Agreement and Final Map Approval

Adopt **Resolution 25-111** approving the execution of a Subdivision Agreement with LGI Homes – California, LLC, a California Limited Liability Company providing for public improvements associated with the Chima Ranch Subdivision Map, approving the Chima Ranch Final Map, accepting dedication of rights-of-way and easements shown thereon, and authorizing the filing of the map [Subdivision is located on the west side of Sanborn Road immediately west of the intersection of Pebble Beach Drive and Sanborn Road]

[Item 5 moved to Business Items]

5. Agreement for Purchase and Sale of Real Property – 433 Plumas Boulevard

Action: ~~Adopt a Resolution authorizing the City Manager, as Executive Director to the Successor Agency to the Redevelopment Agency of the City of Yuba City, to execute an Agreement for Purchase and Sale of Real Property located at the northeast corner of Plumas Boulevard and Franklin Avenue (APN 052-380-025), and all other necessary documents, in the amount of \$645,000 to Sutter Valley Medical Foundation, dba Sutter Medical Foundation, and authorize the Finance Director to remit the proceeds to the Sutter County Auditor-Controller for distribution to the taxing entities per the Long Range Property Management Plan~~

Business Items

5. Agreement for Purchase and Sale of Real Property – 433 Plumas Boulevard

Steve Johns spoke

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

Adopt **Resolution 25-112** authorizing the City Manager, as Executive Director to the Successor Agency to the Redevelopment Agency of the City of Yuba City, to execute an Agreement for Purchase and Sale of Real Property located at the northeast corner of Plumas Boulevard and Franklin Avenue (APN 052-380-025), and all other necessary documents, in the amount of \$645,000 to Sutter Valley Medical Foundation, dba Sutter Medical Foundation, and authorize the Finance Director to remit the proceeds to the Sutter County Auditor-Controller for distribution to the taxing entities per the Long Range Property Management Plan

The motion was passed unanimously

6. 2024 Consolidated Annual Performance and Evaluation Report (CAPER)

Mayor Shaw opened a Public Hearing

No public comment

Mayor Shaw closed the Public Hearing

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

Adopt **Resolution 25-113** Approving the 2024 CAPER and authorizing staff to submit all necessary documents to the U.S. Department of Housing and Urban Development (HUD)

The motion was passed unanimously

7. Merriment Village Apartments, Development Plan 25-02

Mayor Shaw opened a Public Hearing

No public comment

Mayor Shaw closed the Public Hearing

Councilmember Kirchner moved and Councilmember Cole seconded the motion to:

Adopt **Resolution 25-114** of the City Council of the City of Yuba City rescinding the City Council's approval of Development Plan 23-02, determining the Merriment Village Apartments meets the requirements of a Homekey project and that pursuant to Health & Safety Code Section 50675.1.3(i), Development Plan 25-02 is a ministerial project and that pursuant to the California Environmental Quality Act (CEQA) Guidelines Sections 15268(a) and 15002(i), CEQA does not apply to ministerial projects, and approve Development Plan 25-02, Merriment Village Apartments, for the development of a 218-unit income-based (affordable) apartment complex, located on a 7.7-acre parcel at 428 North Walton Avenue (Assessor's Parcel Number 58-120-001)

The motion was passed with 4 votes [Pasquale Opposed]

[Item 10 moved forward]

10. Merriment Village Apartments Homekey Grant Funding

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

- A. The City Council of the City of Yuba City direct the City Manager and Finance Director, within 30 days, to transfer the total amount of Homekey funds on account at US Bank, including accrued interest, to Five Star Community Bank into an account opened by and solely in control by the City of Yuba City and its officers, including the City Council, City Manager and Director of Finance, consistent with HCD Policy and City Policy; and
- B. The City Council of the City of Yuba City stipulates the transfer of funds to Five Star Community Bank is contingent upon Habitat for Humanity successfully securing gap funding for the Merriment Village Apartment project with Five Star Community Bank

The motion was passed unanimously

8. Appointment of Health Care Committee

Timothy Robert Nagel spoke

Dr. Blair spoke

Mayor Shaw moved and Councilmember Kirchner seconded the motion to:

Eliminate the City's Health Care Ad Hoc Committee and petition to be a member of the Yuba-Sutter Health Care Council

The motion was passed unanimously

9. Adoption of an Ordinance updating the City's procedures for filing claims against the City

Mayor Shaw opened a Public Hearing

No public comment

Mayor Shaw closed the Public Hearing

Councilmember Pasquale moved and Councilmember Cole seconded the motion to:

Introduce an Ordinance of the City Council of the City of Yuba City repealing and adding Section 3-3.04 of Chapter 3 of Title 3 of the Municipal Code regarding special claims procedures by title only and waive the first reading

The motion was passed unanimously

[Item heard after Item 7]

10. ~~Merriment Village Apartments Homekey Grant Funding~~

Action: ~~For the State-awarded Homekey grant funds currently held in a Yuba City account at US Bank for the Merriment Village apartment project, staff recommends:~~

~~A. The City Council of the City of Yuba City direct the City Manager and Finance Director, within 30 days, to transfer the total amount of Homekey funds on account at US Bank, including accrued interest, to Five Star Community Bank into an account opened by and solely in control by the City of Yuba City and its officers, including the City Council, City Manager and Director of Finance, consistent with HCD Policy and City Policy; and~~

~~B. The City Council of the City of Yuba City stipulates the transfer of funds to Five Star Community Bank is contingent upon Habitat for Humanity successfully securing gap funding for the Merriment Village Apartment project with Five Star Community Bank~~

Future Agenda Items

11. Future Agenda Items

No suggestions were made

Reports and Communications

12. City Manager's Report

13. City Council Reports

- Councilmember Cole
- Councilmember Kirchner
- Councilmember Pasquale
- Vice-Mayor Boomgaarden
- Mayor Shaw

Adjournment

Mayor Shaw adjourned the Regular Meeting of the Successor Agency to the Redevelopment Agency and the City Council at 7:27 PM

Dave Shaw, Mayor

ATTEST:

Ciara Wakefield, City Clerk

ATTACHMENT 2

MINUTES (DRAFT)
SPECIAL MEETING - WORKSHOP
CITY COUNCIL - CITY OF YUBA CITY
SEPTEMBER 23, 2025 – 9:00A.M.
1465 THARP ROAD, SUITE A
YUBA CITY, CA 95993

Special Workshop

The Special City Council Workshop was called to order by Mayor Shaw at 9:01 AM

Roll Call

Present: Mayor Shaw, Councilmembers Boomgaarden, Cole, Kirchner, and Pasquale

Absent: None

Pledge of Allegiance to the Flag

Robert Bendorf, Interim City Manager

Public Communication

1 Appearance of Interested Citizens

No public comment

General Items

2 Strategic Planning and Priority Setting

Adjournment

Mayor Shaw adjourned the Special City Council Workshop at 3:40 PM

ATTEST:

Dave Shaw, Mayor

Ciara Wakefield, City Clerk

CITY OF YUBA CITY
STAFF REPORT

Date: October 7, 2025
To: Honorable Mayor & Members of the City Council;
From: Public Works Department
Presentation By: Joshua Wolffe, Public Works Director

Summary

Subject: West Sanborn Unit 2 Subdivision – Subdivision Agreement and Final Map Approval

Recommendation: Adopt a Resolution approving the execution of a Subdivision Agreement with FOR California Development LLC, a Delaware limited liability company providing for public improvements associated with the West Sanborn Unit 2 Subdivision Map, approving the West Sanborn Unit 2 Subdivision Final Map, accepting dedication of rights-of-way and easements shown thereon, and authorizing the filing of the map [Subdivision is located at the northwest corner of Sanborn Road and Bogue Road]

Fiscal Impact: Costs and reimbursements in accordance with proposed Subdivision Agreement

Purpose:

To approve the necessary agreement and final subdivision map that specify the terms for the West Sanborn Unit 2 development.

Council's Strategic Goal:

This supports multiple Council strategic goals as the development provides for public safety and new infrastructure in a fiscally responsible and business friendly manner.

Background:

On November 10, 2021, the Planning Commission approved Tentative Map SM 19-02, West Sanborn Unit 2 Subdivision, to subdivide 8.29 acres into 39 single family residential parcels at the northwest corner of Sanborn Road and Bogue Road (Attachment 2). The proposed lot sizes range from 5,948 square feet to 9,842 square feet.

Since Planning Commission approval, the developer and its representatives have been coordinating with City staff to develop the necessary improvement plans and determine the terms of the Subdivision Agreement in accordance with the conditions of approval for the development and City policy.

Analysis:

The procedure for approval of a Final Map is outlined in Title 8, Chapter 2, Article 8 of the Municipal Code. The process is summarized as follows:

- Tentative Map – The applicant submits a tentative map to the Development Services Department, which is then routed to all City Departments and other agencies for review, comment, and establishment of the Conditions of Approval. Upon preparation of the Conditions of Approval and the environmental document, the map is taken to the Planning Commission for approval. The tentative map for the subject project was approved by the Planning Commission on November 10, 2021.
- Final Map – Upon approval of the tentative map, the applicant submits a Final Map package which includes the Final Map and public improvement plans. If the applicant chooses to file the map prior to the construction of the public improvements, the City requires the execution of a Subdivision Agreement guaranteeing that the improvements will be constructed through the collection of security, such as bonds or a letter of credit.
- Council Approval – Once it is determined that the Final Map is correct and the Conditions of Approval have been met, the map is taken to the City Council for consideration and approval.
- Recordation of the Final Map – Upon Council approval, the City Clerk certifies the action on the map and it is submitted to the Sutter County Recorder for recordation.

In order to proceed with the development, the property owner is to enter into a Subdivision Agreement (Agreement) with the City to ensure the construction of the required public improvements. The Agreement specifies the obligations of the property owner regarding the fees, dedications, and improvements that are required as a condition of the subdivision, and guarantees that the required public improvements will be constructed.

With the recordation of the Final Map, the determined right-of-way and utility easements will be dedicated to the City. Road dedications include Brianna Way, Lopez Court, Swaisy Way, Busen Drive, Bradford Court, a portion of Sanborn Road, and a portion of Bogue Road.

Fiscal Impact:

Costs and reimbursements for the public improvements are specified through the proposed Agreement. Exhibit B of the Agreement identifies the fees owed by the Developer to the City at the time of execution of the Agreement. Those fees include plan check, inspection, and water hot tap fees, totaling \$116,285.02. Fees are to be paid on Building Permit BLD24-00868.

Alternatives:

Delay or modify the recommended actions of approving a Subdivision Agreement or Final Map for West Sanborn Unit 2.

Recommendation:

Adopt a Resolution approving the execution of a Subdivision Agreement with FOR California Development LLC, a Delaware limited liability company, providing for public improvements associated with the West Sanborn Unit 2 Subdivision Map, approving the West Sanborn Unit 2, accepting dedication of rights-of-way and easements shown thereon, and authorizing the filing of the map. [Subdivision is located at the northwest corner of Sanborn Road and Bogue Road.]

Attachments:

1. Resolution approving Subdivision Agreement, Final Map, Dedication Public Right-of-Way and Easements, and Authorizing the filing of the map
2. Exhibits A and B for Attachment 1
3. Location Map

Prepared By:

Kevin Bradford
Deputy P.W. Director – Engineering

Submitted By:

Robert Bendorf
Interim City Manager

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
APPROVING A SUBDIVISION AGREEMENT WITH FOR CALIFORNIA DEVELOPMENT LLC,
A DELAWARE LIMITED LIABILITY COMPANY, FOR THE WEST SANBORN UNIT 2
SUBDIVISION, APPROVING THE WEST SANBORN UNIT 2 SUBDIVISION FINAL MAP
SUBDIVIDING LAND INTO 39 PARCELS TO CONSTRUCT SINGLE-FAMILY RESIDENTIAL
BUILDINGS, ACCEPTING FOR DEDICATION THE PUBLIC RIGHT-OF-WAY AND UTILITY
EASEMENTS SHOWN THEREON, AND AUTHORIZING THE FILING OF THE MAP.**

WHEREAS, FOR California Development LLC, a Delaware limited liability company ("subdivider") owns certain property as identified on Exhibit "B" and has offered for approval a Final Map designated as "West Sanborn Unit 2" ("final map"), pursuant to approved Tentative Map for West Sanborn Unit 2 Subdivision ("tentative map"); and

WHEREAS, the subdivision lies within the boundaries of the City of Yuba City; and

WHEREAS, the Planning Commission of the City of Yuba City, by formal resolution, approved said tentative map; and

WHEREAS, the City Engineer has subsequently reviewed the final map and has determined that the conditions of approval associated with the final map have been satisfied, that the final map is in substantial conformance with the tentative map, and that the final map is ready for City Council approval; and

WHEREAS, all the certificates which appear on the final map (except the approval certificate of the Council of the City of Yuba City and the recording certificate of the Recorder of the County of Sutter) have been signed and acknowledged and said final map has been filed for approval; and

WHEREAS, the final map conforms to all of the requirements of the Subdivision Map Act of the State of California, and City ordinances, resolutions and standards, except that Section 66492 and 66493 of the Subdivision Map Act may not be fully complied with at the time of passage of this resolution and owner having previously filed with the Clerk of the Board of Supervisors of Sutter County a Tax Compliance Certificate Request along with copies of the final map considered herewith by the Council; and,

WHEREAS, the proposed subdivision, together with the provisions for its design and improvement, is consistent with all applicable general and specific plans of the City; and,

WHEREAS, the owner, whose signature(s) appear on the final map, and others have offered for dedication certain streets, public utility easements, access rights and other public properties and uses as shown and delineated upon said final map; and

WHEREAS, required public improvements have not been completed by the subdivider as of the filing of the final map, and all required public improvements shall be required to be completed in accordance with a Subdivision Improvement Agreement approved by and between the City and the Subdivider; and

WHEREAS, the City Council now desires to approve the Subdivision Agreement with Subdivider, approve the final map, accept all dedications thereunder, and authorizes the filing of

the map.

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

1. Subdivision Agreement: The City Council approves the Subdivision Agreement with FOR California Development LLC, a Delaware limited liability company, attached hereto as Exhibit "A," and authorizes the City Manager or designee to execute the same on behalf of the City of Yuba City.

2. Findings for Final Map: The City Council finds that:

- a. The final map is in substantial compliance with the tentative map, any deviations therefrom being deemed to be approved by the Council.
- b. The requisite conditions associated with the tentative map have been satisfied, subject to the terms of the Subdivision Agreement approved concurrently herewith.
- c. The final map is in conformance with the General Plan and any applicable specific plan(s).
- d. The final map conforms to all applicable requirements of the Subdivision Map Act of the State of California.

3. Approval of Final Map and Acceptance of Dedications: The City Council approves the final map attached hereto as Exhibit "B", subject to the terms of the Subdivision Agreement approved concurrently herewith, and subject to complete compliance with Sections 66492 and 66493 of the Subdivision Map Act prior to release of the final map for recordation. The City Council accepts any and all of the streets, public utility easements, public utility facilities, access rights and all parcels of land and easements offered for dedication on the final map, unless it is stated on the final map that said dedications are subject to City acceptance of subdivider-installed improvements, in which case acceptance shall be subject to improvement in accordance with Section 66477.1 of the California Government Code. In addition, the City Council authorizes the filing of the map.

4. This Resolution is not effective until Subdivider submits Payment and Performance Bonds for approval as to legal form by the City Attorney prior to recordation of the Final Map and Subdivision Improvement Agreement.

The foregoing Resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 16th day of September, 2025.

AYES:

NOES:

ABSENT:

Dave Shaw, Mayor

ATTEST:

Ciara Wakefield, City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY:

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

Exhibit "A" – Subdivision Agreement

Exhibit "B" – Final Map (West Sanborn Unit 2 Subdivision, City of Yuba City)

EXHIBIT “A”

Subdivision Agreement
Final Map of West Sanborn Unit 2
Subdivision
Page 1

WHEN RECORDED MAIL TO:

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

NO FEE-Government Code §6103

Public Works Department
City of Yuba City
1201 Civic Center Boulevard
Yuba City, CA 95993

SUBDIVISION AGREEMENT
FINAL MAP OF WEST SANBORN UNIT 2 SUBDIVISION
(Regarding Tentative Map No. 19-02, West Sanborn Unit 2 Subdivision)

THIS AGREEMENT is made this _____ day of _____ 2025, by and between the **City of Yuba City**, a general law city, hereinafter referred to as "City," and **FOR California Development LLC, a Delaware limited liability company**, hereinafter referred to as "Subdivider" without regard for number or gender, and is effective the date first appearing on the Clerk's Attestation and signature for the City of Yuba City.

RECITALS

A. Subdivider has filed with City a Final Map proposing the subdivision of land owned by Subdivider, situated in the City of Yuba City, County of Sutter, State of California, hereinafter referred to as the "Subject Property", dividing the real property more particularly described as follows:

Lots 1 through 39, inclusive, of the Final Map of West Sanborn Unit 2 Subdivision according to the map thereof recorded on _____, 20____ in Book _____ of Surveys at Page(s) _____, Sutter County Records.

B. City requires as a condition precedent to the acceptance and approval of the Final Map the dedication of such streets, highways and public places and easements as are delineated and shown on the Final Map, and deems the same as necessary for the public use, and also requires any and all streets delineated and shown on the Final Map shall be improved by the construction and the installation of the improvements hereinafter specified.

C. Section 8-2.809 of the Yuba City Municipal Code ("City Code") requires Subdivider to enter into this Agreement with City whereby Subdivider agrees to do, perform and complete the work and matters required as Conditions of Approval, for Tentative Map No. 19-02, dated November 10, 2021 issued by City and any amendments thereto, hereinafter referred to as "Conditions of Approval", within the time hereinafter specified.

D. Subdivider desires to construct the improvements and develop the Subject Property.

E. Subdivider hereby warrants that any and all parties having record title interest in the Final Map which may ripen into a fee have subordinated to this instrument and all such instruments of subordination, if any, are attached hereto and made a part of this instrument.

AGREEMENT

In consideration of the acceptance of the offers of dedication of the streets, highways, public ways, easements and facilities as shown and delineated on the Final Map, and in

consideration of finding of substantial compliance with said Tentative Map, it is mutually agreed and understood by and between Subdivider and City, and Subdivider and City do hereby mutually agree as follows:

1. The Subject Property is subject to the following:
 - a. Time for Performance. The work and improvements required by the Conditions of Approval shall be performed on or before **24 months** of the effective date of this Agreement, except as otherwise specifically set forth in this Agreement. If Subdivider fails to complete such work within such period, City may (but is not required to) complete the same and recover the full cost and expense thereof from Subdivider.
 - b. Conditions of Approval. The Subject Property shall comply with all Conditions of Approval required by Planning Commission Resolution No. PC 21-17, dated November 10, 2021 attached as Exhibit A and incorporated by reference.
 - c. Unforeseen Delays and Extension Process. When a delay occurs due to unforeseen causes beyond the control and without the fault or negligence of Subdivider, the time of completion may be extended for a period justified by the effect of such delay on the completion of the work. As a prerequisite for obtaining an extension, Subdivider must file a written request for a time extension with the City's Public Works Director within 24 months of the effective date of this Agreement. The written request should set forth the facts and unforeseen causes giving rise to the delay, and must be accompanied by an updated Cost Estimate approved by the City Engineer. Subdivider must also pay an extension fee, if any, established by the most recent City Fee Schedule ("Fee Schedule") based upon the higher of the initial or revised estimated total improvement cost for the Final Map. The Public Works Director, in said Director's sole and exclusive discretion, may grant an extension of time for completion of improvements by Subdivider. The Public Works Director may also re-assess Performance Security, Payment Security and any other improvement security to increase the amount based upon the updated Cost Estimate and pursuant to the types and percentage amounts set forth in Paragraph 5 of this Agreement. The Public Works Director shall give Subdivider written notice of the Director's determination in writing, including any additional Performance Security, Payment Security or other improvement security amounts. The Director's determination shall be final and conclusive. No extension of this Agreement shall be valid unless Subdivider shall provide City any additional improvement security within 20 business days after written notice of

the Director's determination. If no extension of time is granted, City shall refund the extension fee, less the cost of any staff time for processing the application, paid by Subdivider at the time of submittal of the request for extension.

2. Scope of Improvements. Subdivider agrees to construct and install, at Subdivider's sole cost and expense, all of the streets, sidewalks, curbs, gutters, storm drainage facilities, water distribution facilities, sewer collection facilities, street lighting facilities, fire hydrants, landscaping and irrigation, and all other work and improvements depicted or required on the Improvement Plans for the Construction on West Sanborn Unit 2 Subdivision (City Drawing No. 5582-D), as approved by the City Engineer, and any approved amendments thereto, any Conditions of Approval required by Planning Commission Resolution No. PC 21-17, dated November 10, 2021, and in compliance with Chapter 2 of Title 8 of the City Municipal Code and the Subdivision Map Act (hereinafter collectively referred to as "Improvements"), which are incorporated by reference and made a part of this Agreement. Improvements shall be done in accordance with the construction standards contained in the most current edition of the City Standard Specifications and Details and, to the extent not addressed therein, in accordance with the State of California Department of Transportation Standard Plans and Specifications as amended by special provisions approved by the City Engineer.

3. Impact and other Fees. Subdivider shall pay to City the total fees and charges due as a condition of Final Map approval, including those required by City Code Section 8-2.803 and 8-2.1515, and Chapter 10 of Title 8 of the City Code, as they may be amended. The total fees and charges are more particularly itemized and made a part of this Agreement in the attached Exhibit B, which is incorporated by reference.

4. Estimated Reimbursements for Certain Improvements. City shall pay to Subdivider those amounts, if any, shown in Exhibit C, which is incorporated by reference, at such time and only at such time as City has accepted those Improvements. Exhibit C represents City's participation and contribution to the Improvements which City recognizes will ultimately inure to the overall benefit of City, both in connection with the subject development and in connection with future developments. In connection with the amounts set forth in Exhibit C, City has made its best faith efforts at predicting the amounts to be credited as reimbursements for Improvements that will benefit other properties as contemplated by City Code Section 8-2.1501. The parties acknowledge since the subject Improvements have not been completed at the time of execution of this Agreement, the actual cost of construction is not yet known. Some degree of reasonable estimation

is incorporated into the calculations, including the amount of fee credits, if any. Subdivider agrees these figures represent City's best estimates only and they are subject to fluctuation following calculation of actual construction costs after improvement completion and acceptance. Calculations of costs are also based on information submitted by Subdivider to City. Payment of fees and any reimbursements shall be made at the rates and amounts established by the City Code, including pertinent provisions contained in City's Fee Schedule.

5. Fee Credit Adjustments. With regard to fee credits including those referenced above and herein, Subdivider may receive designated fee credits from City as offsets toward a development impact fee for construction of certain required infrastructure improvements either as a part of this Agreement or at some future date. With regard to the amounts to be credited as referenced above, Subdivider acknowledges and agrees any such fee credits are provided contingent upon City accepting required infrastructure improvements completely installed by Subdivider. Until then, and notwithstanding any other provision, Subdivider expressly agrees Subdivider has no right to any portion of any fee credit and the Public Works Director for City, in the Director's sole discretion, may unilaterally amend this Agreement effective upon mailed notice to Subdivider to adjust (including adding, reducing or removing) credits at any time prior to acceptance of all required infrastructure improvements by City. Upon adjustment, Subdivider shall pay in full any development impact fees, due from modification of the fee credit, prior to approval of the subdivision map or as may be deferred by a fee deferral covenant. If the subdivision map has already been approved, all such fees shall be promptly paid by Subdivider. City may enforce recovery of such fees in any manner available at law or in equity, including but not limited to private foreclosure and sale of the property in the manner provided in Section 2924 of the California Civil Code or successor statute.

6. Inspections. City shall inspect all Improvements. All Improvements and materials shall be done, performed and installed in strict accordance with the approved construction plans for said work on file with the City Engineer and the Public Works Standards, which said construction plans and Public Works Standards are hereby referred to and adopted and made a part of this Agreement. In the event there are not any Public Works Standards for any of said Improvements, it is agreed that the same shall be done and performed in accordance with the standards and specifications of the State of California, Division of Highways. All of said Improvements and materials shall be done, performed and installed under the inspection of and to

the satisfaction of the City Engineer.

7. Security. Prior to the approval by the City Council of the Final Map, Subdivider shall furnish to City the following improvement securities set forth in this paragraph. Improvement security shall be of the type as provided for in Government Code §66499 subject to review by the City Attorney and approval of the City Council. Bonds shall be by one or more duly authorized corporate sureties licensed to do business in California subject to the approval of City and on forms furnished or approved by City and Certificates of Deposit must be in a form acceptable to the City Attorney.

a. Performance Security. The total amount shall equal 100% of the final Engineer's Estimate of Probable Cost of Remaining Items of Work, as approved by the City Engineer, to be conditioned upon the faithful performance of this Agreement. Performance Security shall be in the amount of \$3,209,500.75 and in the form of a bond naming the City of Yuba City as obligee, or a certificate of deposit made payable only to the City of Yuba City, or cash.

b. Payment Security. The total amount shall equal 100% of the final Engineer's Estimate of Probable Cost of Remaining Items of Work, except if such securities is in the form of a cash deposit or deposit or instrument of credit, the amount shall be equal to 50% of the total estimated cost of the improvements, as approved by the City Engineer, to secure payment to all contractors and subcontractors performing work on said improvements and all persons furnishing labor, materials or equipment to them for said improvements. Payment Security shall be in the amount of \$ 3,209,500.75 and in the form of a bond naming the City of Yuba City as obligee, or in the amount of \$1,604,750.37 in the form of a certificate of deposit made payable only to the City of Yuba City, or cash.

8. Damage Prior to Final Acceptance. Any damage to the work or Improvements constructed pursuant to this Agreement occurring after installation shall be made good to the satisfaction of the City Engineer by Subdivider before any securities are released or the final acceptance of the completed work.

9. Remedy of Defects. Subdivider shall remedy any defective work, labor or materials related to the Improvements, and shall pay City for any damage to the Improvements resulting therefrom, which occur within a period of one year from the date of acceptance of the Improvements by City.

10. Warranty Security. To ensure Subdivider complies with its obligations set forth in paragraph 7, on acceptance of the required work by the City Engineer, a maintenance bond serving as warranty security shall be furnished to the City in the minimum amount of \$320,950.07 which represents ten (10) percent of the total Engineer's Estimate of Probable Cost, including portions of improvements already completed. The warranty security shall serve as a guarantee and warranty of the work for a period of one year following acceptance against any defective work, labor or materials. The warranty security shall be released, less any amount required to be used for fulfillment of the warranty, one year after final acceptance of the subdivision Improvements.

11. No Right of Trespass. This Agreement shall in no way be construed as a grant by City of any rights to Subdivider to trespass upon land rightfully in the possession of, or owned by, another, whether such land be privately or publicly owned.

12. Indemnification. Subdivider shall be obligated as follows:

a. To the furthest extent allowed by law, Subdivider shall indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by City, Subdivider or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees, litigation and legal expenses incurred by City or held to be the liability of City, including plaintiff's or petitioner's attorney's fees if awarded, in connection with City's defense of its actions in any proceeding), arising or alleged to have arisen directly or indirectly out of performance or in any way connected with: (i) the making of this Agreement; (ii) the performance of this Agreement; (iii) the performance or installation of the work or Improvements by Subdivider and Subdivider's employees, officers, agents, contractors or subcontractors; (iv) the design, installation, operation, removal or maintenance of the work and Improvements; (v) Subdivider and Subdivider's employees, officers, agents, contractors or subcontractor's failure to provide prevailing wages as may be required by law; or (vi) City's granting, issuing or approving use of this Agreement.

b. Subdivider's obligations under the preceding sentence shall apply regardless whether City or any of its officers, officials, employees or agents are negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence, or caused by the willful misconduct, of City or any

of its officers, officials, employees, agents or volunteers.

c. If Subdivider should subcontract all or any portion of the work to be performed under this Agreement, Subdivider shall require each subcontractor to indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers in accordance with the terms of paragraphs "a" and "b" of this Section. Notwithstanding the preceding sentence, any subcontractor who is a "design professional" as defined in Section 2782.8 of the California Civil Code shall, in lieu of indemnity requirements set forth in paragraphs "a" and "b" of this Section, be required to indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers to the furthest extent allowed by law (including Section 2782.8 of the California Civil Code), from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the design professional, its principals, officers, employees, agents or volunteers in the performance of this Agreement.

d. Subdivider further agrees that the use for any purpose and by any person of any and all of the streets and works and Improvements hereinbefore specified, shall be at the sole and exclusive risk of Subdivider at all times prior to final acceptance by City of the completed street and other improvements thereon and therein. This Section shall survive termination or expiration of this Agreement.

13. Insurance. Throughout the life of this Agreement, Subdivider shall pay for and maintain in full force and effect all policies of insurance described in this Section with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-VII" in Best's Insurance Rating Guide, or (ii) authorized by City's Risk Manager. The following policies of insurance are required:

a. **COMMERCIAL GENERAL LIABILITY** insurance, which shall be at least as broad as the most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01 and shall include insurance for bodily injury, property damage, and personal and advertising injury with coverage for premises and operations (including the use of owned and non-owned equipment), products and

completed operations, contractual liability (including indemnity obligations under this Agreement), with limits of liability of not less than \$1,000,000 per occurrence for bodily injury and property damage, \$1,000,000 per occurrence for personal and advertising injury and \$1,000,000 aggregate for products and completed operations, and \$1,000,000 general aggregate.

b. COMMERCIAL AUTOMOBILE LIABILITY insurance, which shall be at least as broad as the most current version of Insurance Services Office (ISO) Business Auto Coverage Form CA 00 01 and shall include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Section 1, subsection A.1 entitled "Any Auto"), with combined single limits of liability of not less than \$1,000,000 per accident for bodily injury and property damage.

c. PROFESSIONAL LIABILITY (Errors and Omissions) insurance appropriate to the respective person's profession (applicable only to those subcontractors who are providing Professional Services to Subdivider), with limits of liability of not less than \$1,000,000 per claim/occurrence and \$1,000,000 policy aggregate.

d. WORKERS' COMPENSATION insurance as required under the California Labor Code.

e. EMPLOYERS' LIABILITY with minimum limits of liability of not less than \$1,000,000 each accident, \$1,000,000 disease policy limit and \$1,000,000 disease each employee.

Subdivider shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and Subdivider shall also be responsible for payment of any self-insured retentions.

The above described policies of insurance shall be endorsed to provide an unrestricted 30 calendar day written notice in favor of City of policy cancellation of coverage, except for the Workers' Compensation policy which shall provide a 10 calendar day written notice of such cancellation of coverage. **In the event any policies are due to expire during the term of this Agreement, Subdivider shall provide a new certificate evidencing renewal of such policy(ies) not less than 15 calendar days prior to the expiration date of the expiring policy(ies).** Upon issuance by the insurer, broker, or agent of a notice of cancellation in coverage, Subdivider shall file with City a new certificate and all applicable endorsements for such policy(ies).

The General Liability and Automobile Liability insurance policies shall be written on an

occurrence form and shall name City, its officers, officials, agents, employees and volunteers as an additional insured. Such policy(ies) of insurance shall be endorsed so Subdivider's insurance shall be primary and no contribution shall be required of City. In the event claims-made forms are used for any Professional Liability coverage, either (i) the policy(ies) shall be endorsed to provide not less than a five (5) year discovery period, or (ii) the coverage shall be maintained for a minimum of five (5) years following the termination of this Agreement and the requirements of this Section relating to such coverage shall survive termination or expiration of this Agreement. Any Workers' Compensation insurance policy shall contain a waiver of subrogation as to City, its officers, officials, agents, employees and volunteers.

Subdivider shall have furnished City with the certificate(s) and applicable endorsements for ALL required insurance prior to City's execution of the Agreement. Subdivider shall furnish City with copies of the actual policies upon the request of City Attorney or the City Clerk at any time during the life of the Agreement or any extension, and this requirement shall survive termination or expiration of this Agreement.

The fact that insurance is obtained by Subdivider or his/her/its subcontractors shall not be deemed to release or diminish the liability of Subdivider or his/her/its subcontractors including without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify City, its officers, officials, agents, employees and volunteers, shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Subdivider or his/her/its subcontractors. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Subdivider, its principals, officers, agents, employees, persons under the supervision of Subdivider, vendors, suppliers, invitees, subcontractors, consultants or anyone employed directly or indirectly by any of them.

If at any time during the life of the Agreement or any extension, Subdivider fails to maintain the required insurance in full force and effect, the Director of Public Works for City, or his/her designee, may order that Subdivider, or its contractors or subcontractors, immediately discontinue any further work under this Agreement and take all necessary actions to secure the work site to insure that public health and safety is protected. All payments due or that become due to Subdivider shall be withheld until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. Any failure to maintain the required insurance shall be sufficient cause for

City to terminate this Agreement.

If Subdivider should subcontract all or any portion of the services to be performed under this Agreement, Subdivider shall require each subcontractor to provide insurance protection in favor of City, its officers, officials, employees, volunteers and agents in accordance with the terms of each of the preceding paragraphs, except that the subcontractors' certificates and endorsements shall be on file with Subdivider and City prior to the commencement of any work by the subcontractor.

14. Payment for Materials and Supplies. Subdivider and Subdivider's subcontractors shall pay for any materials, provisions, and other supplies used in, upon, for, or about the performance of the Improvements contracted to be done, and for any work or labor thereon of any kind, and for amounts due under the Unemployment Insurance Act of the State of California, with respect to such work or labor and shall file with City pursuant to Section 3800 of the California Labor Code, as may be amended, a Certificate of Workers Compensation and shall maintain a valid policy of Workers Compensation Insurance for the duration of the period of construction.

15. Compaction and Materials Testing. Compaction and other materials testing performed for determination of compliance with the Public Works Standards shall at all times remain under the review of the City Engineer who may determine additional test procedures, and additional locations to be tested. All materials testing for improvement work within the public easements and rights-of-way shall be ordered and paid for by Subdivider.

16. Work by Subdivider. It shall be the responsibility of Subdivider to coordinate all work done by Subdivider's contractors and subcontractors, such as scheduling the sequence of operations and the determination of liability if one operation delays another. In no case shall representatives of City be placed in the position of making decisions that are the responsibility of Subdivider. It shall further be the responsibility of Subdivider to give the City Engineer written notice not less than two working days in advance of the actual date on which work is to be started. Failure on the part of Subdivider to notify the City Engineer may cause delay for which Subdivider shall be solely responsible.

17. Inspections. Whenever Subdivider varies the period during which work is carried on each day, Subdivider shall give due notice to the City Engineer so that proper inspection may be provided. If Subdivider fails to duly notify City as herein required, any work done in the absence of the City Engineer will be subject to rejection. Inspection of the Improvements by City shall not relieve Subdivider of any obligation to fulfill the Agreement as prescribed. Defective

work shall be made good, and unsuitable materials may be rejected, notwithstanding the fact that such defective work and unsuitable materials have been previously overlooked by the City Engineer or City Inspector and accepted.

18. Street Surfacing and Underground Facilities. Concrete curbs and gutters, the sanitary sewer system and house connections, together with water mains, gas mains, and their respective service connections, and all other facilities required to be installed underground shall be completed in the streets and alleys before installation of street and alley surfacing.

19. Compliance with Conditions of Approval; Easements. In addition to the Covenants affecting land development, if any, Subdivider shall comply with all Conditions of Approval set forth in the Conditions of Approval, dated November 10, 2021, for Tentative Map No. 19-02, dated February 14, 2019 and Revised on October 14, 2021, and any amendments thereto, not already fully completed or performed as of the date of the approval of the Final Map and which are not otherwise set forth in this Agreement. Compliance shall include, but is not limited to, any condition to convey to a specific party a fee interest or easement in any parcels in the Subject Property upon Subdivider's completion of all required improvements to said parcels. Subdivider's compliance with such conditions shall be completed within a reasonable time as determined by City, in City's sole discretion, commencing upon the City Engineer sending written notice to Subdivider of the outstanding condition and time in which Subdivider is required to comply, and Subdivider shall timely comply.

20. Compliance with Law. In performing obligations set forth in this Agreement, Subdivider shall comply with all applicable laws, ordinances, codes, regulations, and rules of all local, state and federal governmental agencies having jurisdiction including, without limitation, applicable federal and state labor standards and environmental laws and regulations. It shall be the sole responsibility of Subdivider to determine whether to pay prevailing wages for any or all work required by this Agreement. As a material part of this Agreement, Subdivider agrees to assume all risk of liability arising from any decision not to pay prevailing wages for work required by this Agreement. Subdivider shall indemnify, defend, and hold harmless City and its officials and employees against any failure to comply with such laws, ordinances, codes, regulations, and rules. Subdivider shall comply with the codes or ordinances of City including the City Code and Building Codes.

21. Enforcement of Obligations. City may enforce this Agreement in any manner available at law or in equity, including, but not limited to, reversion to acreage.

22. Limitations of Legal Acts. Except as provided by the Section entitled “Attorney’s Fees and Legal Expenses,” in no event shall the City, or its officers, agents or employees, be liable in damages for any breach or violation of this Agreement, it being expressly understood and agreed Subdivider’s sole legal remedy for breach or violation of this Agreement by City shall be a legal action in mandamus, specific performance or other injunctive or declaratory relief to enforce the provisions of this Agreement.

23. Attorney’s Fees and Legal Expenses. If either party is required to commence any proceeding or legal action to enforce or interpret any term or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney’s fees and legal expenses. For the purposes of this Agreement, “attorneys’ fees” and “legal expenses” include, without limitation, paralegals’ fees and expenses, attorneys, consultants fees and expenses, expert witness fees and expenses, and all other expenses incurred by the prevailing party’s attorneys in the course of the representation of the prevailing party in anticipation of and/or during the course of litigation, whether or not otherwise recoverable as “attorneys’ fees” or as “costs” under California law, and the same may be sought and awarded in accordance with California procedure as pertaining to an award of contractual attorneys’ fees.

24. Obligation Running With Land. This Agreement shall burden the Subject Property described and constitute a covenant running with the land in favor of and for the benefit of City shall be binding upon the successors, transferees, and heirs of Subdivider. Subdivider consents to the recordation of this Agreement with the Sutter County Recorder.

25. Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

26. Successor Statutes Incorporated. All references to a statute or ordinance shall incorporate any or all successor statute or ordinance enacted to govern the activity now governed by the statute or ordinance, noted herein to the extent, however, that incorporation of such successor statute or ordinance does not adversely affect the benefits and protections granted to Subdivider under this Agreement.

27. Incorporation of Attachments: All recitals and attachments to this Agreement, including all Exhibits referenced herein, and all subparts thereto, are incorporated herein by this

reference.

28. Time is of the Essence. Time is of the essence of this Agreement, and the same shall bind and inure to the benefit of the parties hereto, their successors and assigns.

29. No Assignment. No assignment of this Agreement or of any duty or obligation of performance hereunder shall be made in whole or in part by Subdivider without the written consent of City.

30. Captions. Section, paragraph and other captions or headings contained in this Agreement are inserted as a matter of convenience and for reference, and in no way define, limit, extend or otherwise describe the scope or intent of the Agreement or any provision hereof and shall not affect in any way the meaning or interpretation of this Agreement.

31. Ambiguities or Uncertainties. Any ambiguities or uncertainties herein shall be equally and fairly interpreted and construed without reference to the identity of the Party or Parties preparing this Agreement, on the express understanding and agreement the Parties participated equally in the negotiation and preparation of the Agreement, or have had equal opportunity to do so. Accordingly, the Parties hereby waive the benefit of California Civil Code §1654 and any successor or amended statute, providing that in cases of uncertainty, language of a contract should be interpreted most strongly against the Party who caused the uncertainty to exist.

32. Severable Provisions. The provisions of this Agreement are severable. The invalidity or unenforceability of any one provision in this Agreement shall not affect the validity or enforceability of the other provisions, which shall remain in full force and effect.

33. Release of Conditions. The conditions and obligations of this Agreement shall remain in full force and effect until such time as City's Director of the Department of Public Works issues a written release finding the conditions and obligations of this Agreement have been fully satisfied and are no longer required for public health and safety reasons and thereafter records such release with the Sutter County Recorder.

34. Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Sutter County, California.

35. Acknowledgement of Content. Each party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and

integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by written instrument duly authorized and executed by both City and Subdivider.

[Signatures on Next Page]

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement

CITY OF YUBA CITY,
a General Law City

SUBDIVIDER

By: _____
Robert Bendorf, Interim City Manager

FOR California Development LLC, a
Delaware limited liability company

ATTEST

By: _____
David Ash Corry
Division President

By: _____
Ciara Wakefield, City Clerk

Dated: _____

Dated: _____

**(Attach Notary Acknowledgments)*

APPROVED AS TO FORM:

By: _____
Shannon L. Chaffin,
City Attorney

Attachments:

- Exhibit A: Planning Commission Resolution No. PC 21-17 – Conditions of Approval
- Exhibit B: Impact Fees and Other Fees Due Payable by Subdivider
- Exhibit C: Fee Credits and Reimbursements Payable by City

EXHIBIT A

**PLANNING COMMISSION RESOLUTION NO. PC 21-17
CONDITIONS OF APPROVAL**

is on file in
the City of Yuba City's Development Services Department
located at 1201 Civic Center Blvd.

EXHIBIT B

IMPACT FEES AND OTHER FEES PAYABLE BY SUBDIVIDER

In accordance with this Agreement, and also in accordance with applicable provisions of the Yuba City Municipal Code, it has been determined that Subdivider shall pay the following fees a minimum of ten (10) calendar days prior to the date of Council action on the Agreement, and prior to issuance of any building permits for the subject development.

(1) Public Improvement Plan Check and Inspection Fee:

(a) 4% of the estimated total construction cost to \$2,000,000.00	
\$2,000,000.00 x .04 =	<u>\$80,000.00</u>
(b) 3% of the estimated total construction cost above \$2,000,000.00	
\$1,209,500.75 x .03 =	<u>\$36,285.02</u>

Less fees paid on Building Permit BLD24-00866	<u>-\$0.00</u>
---	----------------

SUBTOTAL (A) \$116,285.02

(2) Sewer Extension Fees

Developer constructing onsite sewer main.	<u>\$0.00</u>
---	---------------

(3) Sewer Connection Fees (per Section 6-5.504 Municipal Code)

Deferred until application for building permits are filed.	<u>\$0.00</u>
--	---------------

(4) Water Extension Fees

Developer constructing onsite water main.	<u>\$0.00</u>
---	---------------

(5) Water Connection Fees (per Section 6-6.05 Municipal Code)

Deferred until application for building permits are filed.	<u>\$0.00</u>
--	---------------

SUBTOTAL (B) \$0.00

TOTAL FEES PAYABLE BY SUBDIVIDER

SUBTOTAL (A) + SUBTOTAL (B) = \$116,285.02

EXHIBIT C

FEE CREDITS AND REIMBURSEMENTS PAYABLE BY CITY

(1)	Oversizing water main in Bogue Road 605 lineal feet x \$90.00 per lineal foot	\$ <u>54,450.00</u>
	3 oversized gate valves	\$ <u>6,750.00</u>
(2)	Oversizing water main in Sanborn Road 502 lineal feet x \$95.00 per lineal foot	\$ <u>47,690.00</u>
	2 oversized gate valves	\$ <u>16,100.00</u>
(3)	Sewer and water service lateral credits for providing water and sewer to [see plans for locations of services]:	
a.	1902 Sanborn Road	
b.	1916 Sanborn Road	
c.	1924 Sanborn Road	
d.	1930 Sanborn Road	
e.	1944 Sanborn Road	
f.	1958 Sanborn Road	
g.	1986 Sanborn Road	
i.	Four (4) sewer laterals	\$ <u>15,200.00</u>
ii.	Seven (7) water laterals	\$ <u>21,000.00</u>

TOTAL FEE CREDITS PAYABLE BY CITY	\$161,190.00
-----------------------------------	--------------

EXHIBIT “B”

THE LOTS ON THIS MAP ARE SUBJECT TO

1. ASSESSMENT FROM COMMUNITY FACILITIES DISTRICT (CFD) 2021-1, RESOLUTION NUMBER _____
RECORDED AS DOCUMENT NO. _____ ON _____.
2. ASSESSMENT FROM YUBA CITY LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT
_____, RESOLUTION NUMBER _____, RECORDED AS
DOCUMENT NO. _____ ON _____.
3. ANY STREET, DRAINAGE, PUBLIC UTILITY, OR OTHER EASEMENTS AFFECTING THE PROPERTY.
4. THE CITY OF YUBA CITY CONDITIONS OF APPROVAL FOR TENTATIVE SUBDIVISION MAP 19-02
APPROVED ON NOVEMBER 10, 2021.
5. SUBJECT TO SUBDIVISION IMPROVEMENT AGREEMENT, RESOLUTION NUMBER _____
RECORDED AS DOCUMENT NO. _____ ON _____.

CERTIFICATE FOR FEE DEDICATION

- A.) OWNER'S NAME AND ADDRESS:

FOR CALIFORNIA DEVELOPMENT LLC, A DELAWARE LIMITED LIABILITY COMPANY
2221 E. LAMAR BLVD, SUITE 790
ARLINGTON, TX 76006
- B.) PROPERTY BEING DEDICATED:

1. BEING ALL THAT REAL PROPERTY AS SHOWN IN OWNER'S OFFER OF DEDICATION.
- C.) THE CITY OF YUBA CITY SHALL RECONVEY THE ABOVE-DESCRIBED PROPERTY TO THE ABOVE-NAMED
OWNER, OR SUCCESSOR IN INTEREST, IF THE CITY DETERMINES PURSUANT TO GOVERNMENT CODE
SECTION 66477.5 THAT THE SAME PUBLIC PURPOSE FOR WHICH THE PROPERTY WAS DEDICATED DOES
NOT EXIST, OR THE PROPERTY OR ANY PORTION THEREOF IS NOT NEEDED FOR PUBLIC UTILITIES.

OWNER'S STATEMENT

WE, THE UNDERSIGNED, FOR CALIFORNIA DEVELOPMENT LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS
HOLDER OF RECORD TITLE INTERESTS, OF THE HEREIN SUBDIVIDED LANDS, HEREBY CONSENT TO THE
PREPARATION AND RECORDATION OF THIS PLAT OF "WEST SANBORN ESTATES - UNIT 2" AND OFFER FOR
DEDICATION AND DO PARTICIPATE IN SAID OFFER OF DEDICATION AND DO HEREBY DEDICATE THE FOLLOWING:

1. 38' AND 40' STRIPS OF LAND IN FEE TITLE INDICATED ON SAID PLAT AND DESIGNATED AS BRADFORD COURT,
BRIANNA WAY, DUSEN DRIVE, LOPEZ COURT, AND SWAISY WAY, AS WELL AS 31' AND 62.5' STRIPS OF LAND IN
FEE TITLE INDICATED ON SAID PLAT AND DESIGNATED AS SANBORN ROAD AND BOGUE ROAD.
2. EASEMENTS INDICATED AS 12.0' PUE (PUBLIC UTILITY EASEMENT) ON SAID PLAT FOR, BUT NOT LIMITED TO,
ELECTRICAL, WATER, SEWER, GAS, STORM DRAINAGE, COMMUNICATIONS SERVICES, AND ALL
APPURTENANCES THERETO. OWNER EXPRESSLY COVENANTS NOT TO UNREASONABLY RESTRICT,
OBSTRUCT OR INTERFERE WITH SAID PUBLIC UTILITY EASEMENT OR THE USE THEREOF BY THE CITY, ITS
AGENTS OR ANY FRANCHISEE
3. EASEMENT FOR ACCESS TO AND THE MAINTENANCE OF A WALL AND FOOTINGS AND ALL APPURTENANCES
PERTAINING THERETO ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND GENERALLY 2 FEET IN
WIDTH LYING CONTIGUOUS TO PASEO WALKWAY, INDICATED AS "2' WALL EASEMENT" ON SAID PLAT.
4. EASEMENTS INDICATED AS 19.5' AND 20.5' PSE (PUBLIC SERVICE EASEMENT) ON SAID PLAT FOR BUT NOT
LIMITED TO, SIDEWALK PURPOSES, CENTRALIZED MAIL DELIVERY UNITS, STREET SIGNS, TRAFFIC SAFETY
SIGNS, LANDSCAPING, AND STREET LIGHTING.

FOR CALIFORNIA DEVELOPMENT LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: _____

PRINT NAME: DAVID ASH CORRY TITLE: VICE PRESIDENT - DIVISION PRESIDENT

ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE
IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS
ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF _____
COUNTY OF _____ } ss

ON _____ BEFORE ME _____
_____, NOTARY PUBLIC, PERSONALLY APPEARED

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S)
WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED
TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED
CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE
PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED
THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA
THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND.

SIGNATURE OF NOTARY _____

NOTARY'S NAME _____

MY COMMISSION NUMBER _____

MY COMMISSION EXPIRES _____

PRINCIPAL PLACE OF BUSINESS _____
(County)

PLANNER'S STATEMENT

THIS MAP HAS BEEN EXAMINED THIS _____ DAY OF _____, 2025,
FOR CONFORMANCE WITH THE APPROVED TENTATIVE MAP AND THE
CONDITIONS OF APPROVAL THEREOF AS APPROVED BY THE YUBA CITY
PLANNING COMMISSION ON NOVEMBER 10, 2021.

PLANNING DIVISION
CITY OF YUBA CITY
STATE OF CALIFORNIA

CITY CLERK CERTIFICATE

STATE OF CALIFORNIA
COUNTY OF SUTTER } ss
CITY OF YUBA CITY

I, CIARA WAKEFIELD, CLERK OF THE CITY OF YUBA CITY, STATE OF
CALIFORNIA, HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF
YUBA CITY HAS, BY RESOLUTION NO. _____ DULY AND
REGULARLY PASSED BY SAID COUNCIL ON THE _____ DAY OF _____,
20____, APPROVED THE WITHIN MAP OF "WEST SANBORN ESTATES - UNIT 2"
IN ACCORDANCE WITH THE CONDITIONAL APPROVAL OF THE TENTATIVE
MAP, HERETOFORE FILED AS APPROVED, AND BY SAID RESOLUTION HAS
ACCEPTED ON BEHALF OF THE PUBLIC ITEM(S) 1, 2, 3, AND 4 SHOWN IN THE
OWNER'S OFFER OF DEDICATION.

BY: _____
CIARA WAKEFIELD
CITY CLERK, CITY OF YUBA CITY

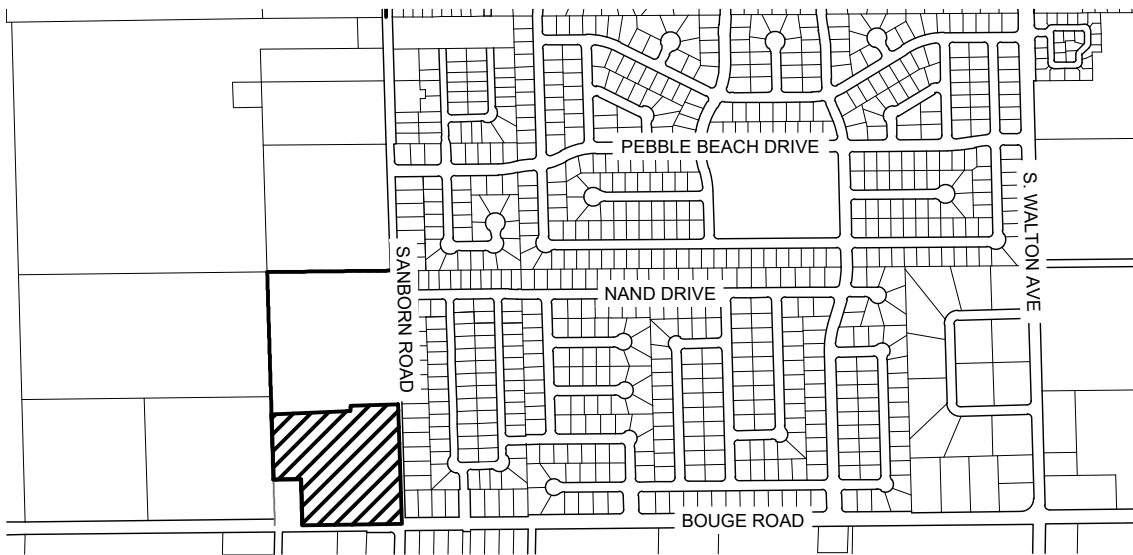
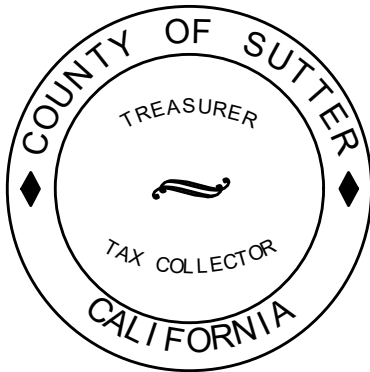
DEPUTY CITY CLERK, CITY OF YUBA CITY

COUNTY TAX COLLECTOR'S STATEMENT

I, NICHOLAS F. VALENCIA, TAX COLLECTOR FOR THE COUNTY OF SUTTER, STATE OF
CALIFORNIA, DO HEREBY CERTIFY PURSUANT TO GOVERNMENT CODE SEC. 66492 THAT THE
RECORDS OF MY OFFICE SHOW THAT THERE ARE NO LIENS AGAINST THE LANDS SHOWN
HEREON OR ANY PART THEREOF FOR UNPAID TAXES OR SPECIAL ASSESSMENTS.
AS TO LIENS FOR TAXES NOT YET PAYABLE, I ESTIMATE THAT THERE ARE TAXES IN THE
AMOUNT OF \$ _____ FOR 2025-2026, WHICH ARE A LIEN BUT NOT YET
PAYABLE. I CERTIFY PURSUANT TO GOVERNMENT CODE SEC. 66493 THAT SECURITY HAS
BEEN DEPOSITED WITH THE COUNTY CONDITIONED UPON THE PAYMENT OF SAID TAXES
NOT YET PAYABLE.

ASSESSOR'S PARCEL NO. 065-020-014-000
DATE: _____

NICHOLAS F. VALENCIA, TREASURER AND TAX COLLECTOR
COUNTY OF SUTTER, STATE OF CALIFORNIA



VICINITY MAP
NOT TO SCALE

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD
SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND
LOCAL ORDINANCE AT THE REQUEST OF FOR CALIFORNIA DEVELOPMENT LLC, A DELAWARE
LIMITED LIABILITY COMPANY, IN THE MONTH OF AUGUST, 2025. I HEREBY STATE THAT ALL
THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR
THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE JANUARY 2026, AND THAT THE
MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND
THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED
TENTATIVE MAP.

DATE: _____

JOHN S. MALLEN
P.L.S. 8457



CITY ENGINEER'S STATEMENT

I DO HEREBY CERTIFY THAT THIS MAP HAS BEEN EXAMINED BY ME AND THAT THE
SUBDIVISION, AS SHOWN UPON SAID MAP IS SUBSTANTIALLY THE SAME AS SAID
SUBDIVISION APPEARED ON THE APPROVED TENTATIVE MAP AND ANY APPROVED
ALTERATIONS THEREOF, AND THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT
OF THE STATE OF CALIFORNIA AND ANY LOCAL ORDINANCES APPLICABLE AT THE
TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

DATE: _____

PRINT NAME: _____

CITY ENGINEER, R.C.E. _____



CITY SURVEYOR'S STATEMENT

I, _____, CITY SURVEYOR OF THE CITY OF YUBA CITY, DO
HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND I AM SATISFIED THAT THIS
MAP IS TECHNICALLY CORRECT.

DATE: _____

PRINT NAME: _____

CITY SURVEYOR, P.L.S. _____



RECORDER'S CERTIFICATE

FILED THIS _____ DAY OF _____, 2025, AT _____ M. IN
BOOK _____ OF SURVEYS, AT PAGE _____ AT THE REQUEST OF MHM INC.

DONNA M. JOHNSTON
SUTTER COUNTY RECORDER

BY: _____
DEPUTY

FILE NO. _____ FEE PD. _____

WEST SANBORN ESTATES-UNIT 2
CITY OF YUBA CITY

BEING PARCEL 2 OF PARCEL MAP NO. 1258 FILED SEPTEMBER 17, 2024
IN BOOK 9 OF PARCEL MAPS, AT PAGE 28, SUTTER COUNTY OFFICIAL
RECORDS.

COUNTY OF SUTTER
CALIFORNIA
PREPARED BY: MHM INC. 1204 "E" STREET, MARYSVILLE, CA 95901
18181

AUGUST 2025
SHEET 1 OF 3

BENEFICIARY'S STATEMENT

D.R. HORTON CA2, INC., A CALIFORNIA CORPORATION, BENEFICIARY UNDER THE DEED OF TRUST TO FOR CALIFORNIA DEVELOPMENT LLC, A DELAWARE LIMITED LIABILITY COMPANY, DATED DECEMBER 18, 2024,RECORDED DECEMBER 20, 2024 AS INSTRUMENT NUMBER 2024-0011259, AND MODIFIED JUNE 23, 2025 AS INSTRUMENT NO. 2025-0005375 IN THE OFFICIAL RECORDS OF SUTTER COUNTY, CALIFORNIA, HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS MAP.

D.R. HORTON CA2, INC., A CALIFORNIA CORPORATION

BY: _____

PRINT NAME:_____ TITLE:_____

ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF _____ }
COUNTY OF _____ }SS

ON _____ BEFORE ME _____
_____, NOTARY PUBLIC, PERSONALLY APPEARED

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND.

SIGNATURE OF NOTARY _____

NOTARY'S NAME _____

MY COMMISSION NUMBER _____

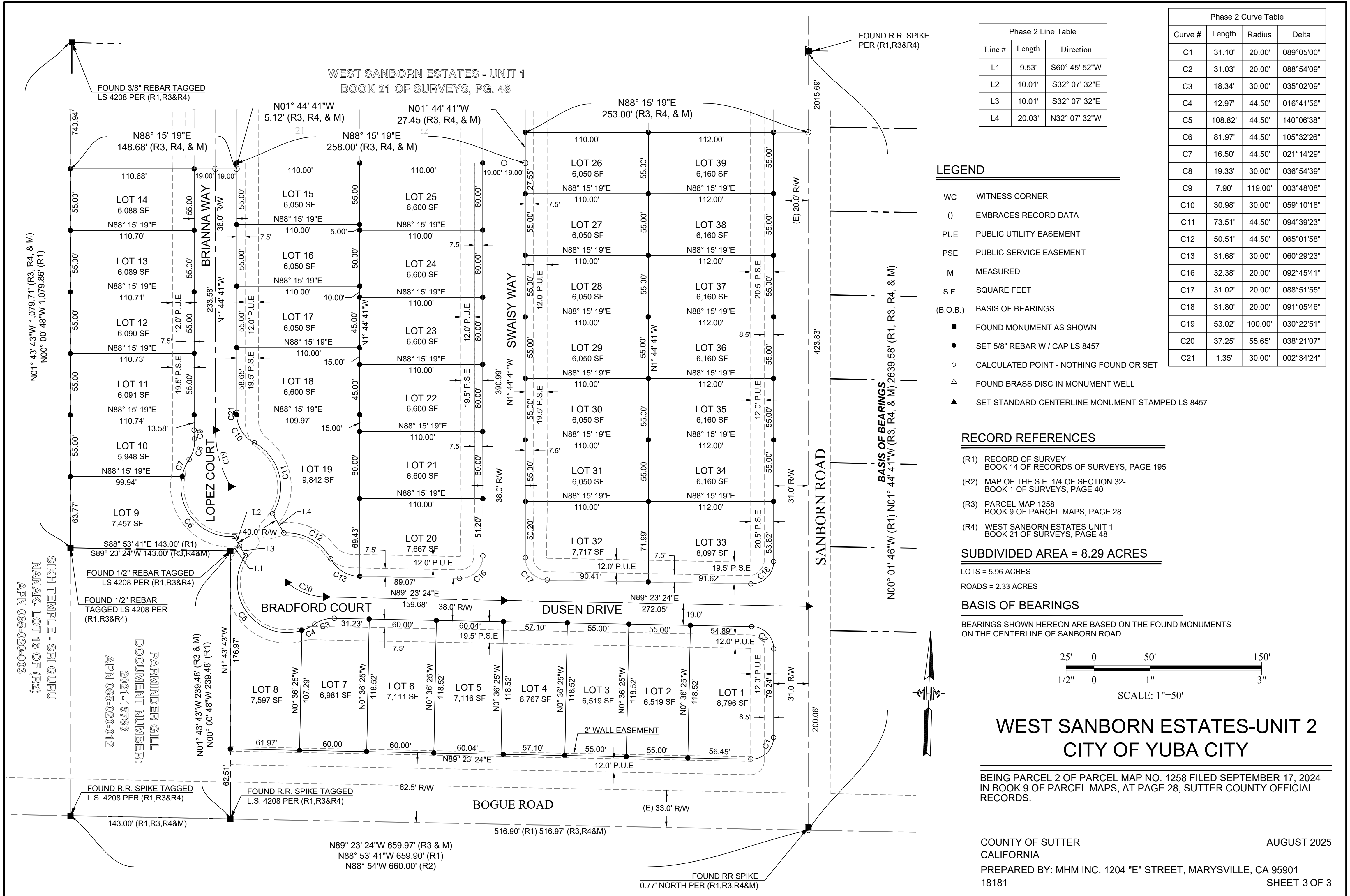
MY COMMISSION EXPIRES _____

PRINCIPAL PLACE OF BUSINESS _____
(County)

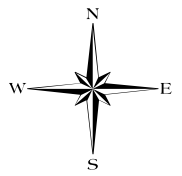
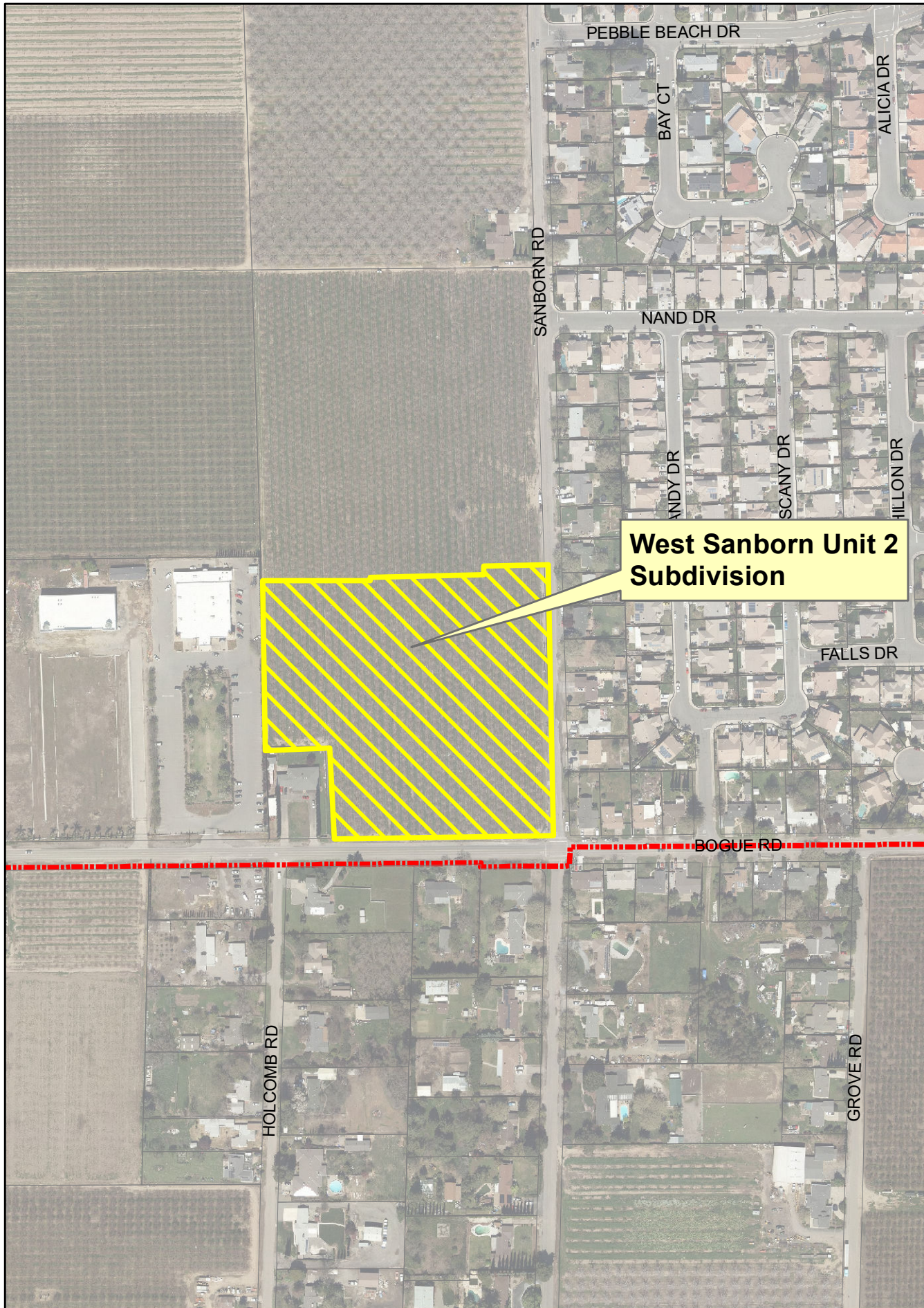
WEST SANBORN ESTATES-UNIT 2
CITY OF YUBA CITY

BEING PARCEL 2 OF PARCEL MAP NO. 1258 FILED SEPTEMBER 17, 2024 IN BOOK 9 OF PARCEL MAPS, AT PAGE 28, SUTTER COUNTY OFFICIAL RECORDS.

COUNTY OF SUTTER
CALIFORNIA
PREPARED BY: MHM INC. 1204 "E" STREET, MARYSVILLE, CA 95901
18181
AUGUST 2025
SHEET 2 OF 3



ATTACHMENT 2



**West Sanborn Unit 2
Subdivision**

Location Map: West Sanborn Unit 2 Subdivision
Tentative Subdivision Map 19-02

CITY OF YUBA CITY
STAFF REPORT

Date: October 7, 2025
To: Honorable Mayor & Members of the City Council;
From: Public Works Department
Presentation By: Joshua Wolffe, Public Works Director

Summary

Subject: Aquifer Storage and Recovery Well – Phase 2 (Plans & Specifications)
Recommendation: Adopt a Resolution approving the plans and specifications for the ASR Well – Phase 2 Project at the Water Treatment Plant and authorizing advertisement for bids on the project
Fiscal Impact: Engineer's Estimate \$8,900,000 – CIP Account No. 1320-65501 (Aquifer Storage and Recovery Well Project)

Purpose:

To provide additional water resources by securing access to groundwater and store treated water in the groundwater aquifer at the Water Treatment Plant.

Council's Strategic Goals:

The projects address the City Council's Strategic Goal of Improving Infrastructure.

Background:

The California Department of Water Resources (DWR) has awarded the City a \$6,325,000 grant for the construction of a new municipal well with Aquifer Storage and Recovery (ASR) capabilities through the Urban and Multibenefit Drought Relief Grant program (Grant Program). ASR wells are two-way systems that allow water to be injected from the surface into a groundwater aquifer and extracted from the groundwater aquifer to the surface.

On July 18, 2023, City Council authorized the City Manager to execute a Professional Services Agreement with Carollo Engineers for environmental documentation, permitting, and engineering services for the ASR Well Project.

To properly design the well's above-ground facilities, the project is being completed in two phases, below-ground (Phase 1) and above-ground (Phase 2), similar to the Second Groundwater Well project. Phase 1 has been completed and involved drilling approximately 500 feet below ground and installing below ground equipment, such as well casing and filter pack. Phase 2 involves construction of above-ground facilities including a concrete pad, shade structure, piping, a pump and motor, and electrical equipment.

The project has faced significant funding and schedule challenges since its inception. The initial engineer's estimate provided in June, 2024 indicated a total construction cost of about \$11.1 million, far exceeding the \$4.15 million in grant funding available for the construction phase. In response, staff worked with Carollo to value engineer the project and substantially scale back the design, which resulted in a revised construction cost estimate of \$7.9 million. The Phase 1 construction experienced delays due to material shortages, which in turn delayed the completion of the Phase 2 design. Staff further anticipate long lead times for electrical equipment required to construct Phase 2.

The Grant Program has a hard deadline to complete projects and spend funds by March 31, 2026, and DWR will not extend that deadline. As a result, staff coordinated with DWR and Carollo to split Phase 2 into two different subphases: Interim Recharge Phase (2.1) and Extraction Equipping Phase (2.2). This is anticipated to help maximize grant eligibility and reimbursement within the grant's deadlines and manage schedule risks with more flexibility.

The Interim Recharge Phase will construct just the infrastructure necessary to allow the well to inject potable water into the groundwater aquifer. This phase will utilize most of the remaining grant funds available for construction. The schedule is aggressive, but staff and Carollo believe it is possible to construct this phase prior to the DWR grant deadline.

The Extraction Equipping Phase consists primarily of long lead time equipment and construction of the remaining facilities necessary for the well to have extraction capabilities. This phase is not required to be completed prior to the DWR grant deadline. It will be completed at a later date using Water Funds that have been budgeted in the current Capital Improvement Program.

Analysis:

Carollo has prepared the plans, specifications, and estimate for the entirety of Phase 2 of the ASR Well project. To meet grant deadlines, the City will structure the Project's bid to include two bid schedules: Bid Schedule 1 (Phase 2.1) and Bid Schedule 2 (Phase 2.2). This approach ensures flexibility during contractor selection and allows the City to maximize eligibility for grant funding and reimbursement. With Council approval, the proposed schedule for the project is as follows:

Advertise for Bid:	October 9, 2025
Award Contract:	November 18, 2025
Start of Construction:	December 2025
Completion Bid Schedule 1:	March 2026
Completion Bid Schedule 2:	December 2027

The specifications for the project are on file in the Public Works Department at City Hall and at https://www.yubacity.net/public_works_plans/index.php for review. Plans for the project are only available in person at the Public Works Department at City Hall.

Fiscal Impact:

The total estimated project cost is \$8,900,000, approximately \$1,500,000 of which is Bid Schedule 1. This includes 10% construction contingency and 12% construction management and inspection fees.

The project will be funded through CIP Account No. 1320-65501 (Aquifer Storage Recovery Well). Currently, this account has a balance of \$6.3 million. Approximately \$2.5 million in grant funds are available for Bid Schedule 1 and \$3.8 million in local funds are currently available for Bid Schedule 2.

Detailed fiscal impacts will be provided at the time of award, based on actual bid amounts.

Environmental:

A mitigated negative declaration (MND) was prepared for all phases of the Project which assessed potential environmental impacts of the entire project as required by the California Environmental Quality Act (CEQA). A Notice of Determination (NOD) was also filed on February 6, 2025. No new changes have occurred since the NOD was filed with Sutter County and the State Clearinghouse to warrant re-evaluating the MND.

Alternatives:

Direct staff to revise the plans, specifications, or phasing of the Well Equipping Phase, including changes to the Interim Recharge and Extraction Equipping phases. This would delay the project schedule, reduce available water resources, and risk forfeiting the full grant award.

Recommendation:

Adopt a Resolution approving the plans and specifications for the ASR Well – Phase 2 Project at the Water Treatment Plant and authorizing advertisement for bids on the project.

Attachments:

1. 22-09 - Resolution Phase 2 Plans and Specs Acceptance

Prepared By:

William Jow
Assistant Engineer

Submitted By:

Robert Bendorf
Interim City Manager

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY APPROVING
THE PLANS AND SPECIFICATIONS FOR CONSTRUCTION OF THE ABOVE-
GROUND FACILITIES OF THE AQUIFER STORAGE AND RECOVERY WELL
PROJECT AT THE WATER TREATMENT PLANT AND AUTHORIZING
ADVERTISEMENT FOR BIDS ON THE INTERIM RECHARGE PHASE OF THE
PROJECT**

WHEREAS, it is in the best interest for the City to construct an Aquifer Storage and Recovery Well in order to ensure the City has accessible water resources during times when the City's surface water rights are curtailed; and

WHEREAS, the Californian Department of Water Resources has awarded \$6,325,000 through the Drought Resiliency Grant Program (Grant) to construct an Aquifer Storage and Recovery Well Project (Project); and

WHEREAS, the City has entered into a professional services agreement with Carollo Engineers (Consultant) of Sacramento, CA to develop plans and specifications for drilling the new well and constructing the above-ground facilities, pump, and other related equipment and Carollo Engineers have finished the plans and specifications for the above-ground facilities of the Aquifer Storage and Recovery well; and

WHEREAS, the City and its Consultant determined it's in the City's best interest to separate construction of above-ground facilities into two phases: Interim Injection Phase and Extraction Equipping Phase; and

WHEREAS, the City determined that proceeding in this manner is necessary to maximize reimbursement of awarded grant funds by the March 31, 2026 deadline; and

WHEREAS, the Public Works Department intends to solicit bids for the Interim Recharge Phase of the Project at the Water Treatment Plant; and

WHEREAS, it has been determined by the City Council that such infrastructure is in the public interest,

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

1. The City Council finds that all of the facts set forth in the recitals above are true and correct and incorporated herein.
2. The plans and specifications for the Project are approved.
3. The Public Works Department is hereby authorized and directed to advertise for bids for the Interim Recharge Phase of the Project.

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 7th day of October, 2025.

AYES:

NOES:

ABSENT:

ATTEST:

Dave Shaw, Mayor

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY

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

CITY OF YUBA CITY
STAFF REPORT

Date: October 7, 2025
To: Honorable Mayor & Members of the City Council;
From: Public Works Department
Presentation By: Joshua Wolffe, Public Works Director

Summary

Subject: Shasta Street and Alturas Street Bus Pad Improvements (Plans & Specifications)
Recommendation: Adopt a Resolution adopting a CEQA Class 1 Categorical Exemption, approving the plans and specifications, and authorizing advertisement for bids for the Shasta Street and Alturas Street Bus Pad Improvements Project
Fiscal Impact: \$300,000 - Account No. 1339 (Shasta & Alturas Bus Stop Improvements)

Purpose:

To facilitate the continued operation of a heavily utilized transit hub in a safe and equitable manner, encouraging the use of alternative modes of transportation in the Downtown Area.

Council's Strategic Goal:

This project addresses the City Council's Strategic Goals of improving the City's infrastructure, while maintaining fiscal responsibility.

Background:

The bus stop located at Shasta and Alturas Streets serves a high volume of transit activity, accommodating over 100 buses per day. This heavy use has resulted in significant deterioration of the existing roadway and pedestrian facilities. Following discussions between the City of Yuba City and the Yuba-Sutter Transit Authority, and after reviewing the proposed improvements, the Yuba-Sutter Transit Authority will contribute to the project by sharing construction costs, reimbursing up to \$150,000. These upgrades will ensure the bus stop remains safe, functional, and accessible for transit riders and pedestrians.

The proposed improvements are shown in the construction plan (Attachment 2) and include a concrete pad in the shoulder area long enough to accommodate multiple buses, ADA curb ramp improvements, curb and gutter drainage repairs, rehabilitation of deteriorated asphalt concrete, and striping improvements.

Analysis:

Public Works has prepared the project plans, specifications, and cost estimate for the Shasta Street

and Alturas Street Bus Pad Improvements Project. With Council approval of the plans and specifications, and authorization to advertise for bids, staff proposes the following schedule weather permitting:

Advertise for Bid:	Fall 2025
Award Contract:	Fall 2025
Start of Construction:	Winter 2025
Completion:	Spring 2025

The plans and specifications for the project are on file in the Public Works Department at City Hall and at https://www.yubacity.net/public_works_plans/index.php for review.

Fiscal Impact:

The estimated construction cost is \$265,000. The Yuba-Sutter Transit Authority has agreed to fund 50% of the project, up to \$150,000. The balance will be funded through Streets and Roads funds.

Account No. 1339 (Shasta & Alturas Bus Stop Improvements) currently has approximately \$180,000. Necessary fiscal adjustments and detailed fiscal impacts will be presented to Council at the award of a contract based on the actual bid amounts.

Environmental:

Staff has performed a preliminary environmental assessment of this project and has determined that it falls within Class 1 Categorical Exemption set forth in CEQA Guidelines Section 15301(c), as the construction of a concrete bus pad, curb ramp improvements and installation of striping, markers, and markings within existing City facilities are defined as repairs, maintenance, or minor alterations of existing public facilities, involving negligible or no expansion of existing or former use. Further, none of the exceptions to Categorical Exemptions set forth in CEQA Guidelines 15300.2 apply to this project.

Alternatives:

- A. Provide staff with alternative direction regarding the project scope.
- B. Delay or cancel proposed project.

Recommendation:

Adopt a Resolution adopting a CEQA Class 1 Categorical Exemption, approving the plans and specifications, and authorizing advertisement for bids for the Shasta Street and Alturas Street Bus Pad Improvements.

Attachments:

- 1. Attachment 1 - Resolution - Plans & Specs - Shasta & Alturas Bus Stop
- 2. Attachment 2 - Construction Plan - Shasta & Alturas Bus Stop

Prepared By:
Santiago Carrillo
Associate Civil Engineer

Submitted By:
Robert Bendorf
Interim City Manager

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
ADOPTING A CEQA CLASS 1 CATEGORICAL EXEMPTION,
APPROVING THE PLANS AND SPECIFICATIONS, AND
AUTHORIZING ADVERTISEMENT FOR BIDS FOR THE SHASTA
STREET AND ALTURAS STREET BUS PAD IMPROVEMENTS
PROJECT**

WHEREAS, the Public Works Department intends to solicit bids for construction of the Shasta Street and Alturas Street Bus Pad Improvements Project.

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

1. The City has performed a preliminary environmental assessment of this project relative to California Environmental Quality Act (CEQA) requirements and the City Council finds and determines that the project falls within Class 1 Categorical Exemption set forth in CEQA Guidelines Section 15301(c), as the construction of a bus pad, curb ramp improvements and installation of striping, markers, and markings within existing City facilities are qualifying repairs, maintenance, or minor alteration of existing public facilities involving negligible or no expansion. Further, none of the exceptions to Categorical Exemptions set forth in CEQA Guidelines Section 15300.2 apply to this project.
2. The plans and specifications for the Shasta Street and Alturas Street Bus Pad Improvements Project be approved.
3. The Public Works Department is hereby authorized and directed to advertise for bids for the Shasta Street and Alturas Street Bus Pad Improvements Project.
4. This Resolution shall take effect immediately.

The foregoing resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 7th day of October 2025.

AYES:

NOES:

ABSENT:

Dave Shaw, Mayor

ATTEST:

Ciara Wakefield, City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY:

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

ATTACHMENT 2

CITY OF YUBA CITY
STAFF REPORT

Date: October 7, 2025
To: Honorable Mayor & Members of the City Council;
From: Administration Department
Presentation By: Robert Bendorf, City Manager, Interim City Manager

Summary

Subject: Adoption of an Ordinance updating the City's procedures for filing claims against the City

Recommendation: Adopt an Ordinance of the City Council of the City of Yuba City repealing and adding Section 3-3.04 of Chapter 3 of Title 3 of the Municipal Code regarding special claims procedures by title only and waive the second reading

Fiscal Impact: None

Purpose:

To amend the special claims procedures to implement a more uniform and efficient process for filing claims against the City.

Background:

In California, public agencies such as the City are generally immune from liability for injuries to persons or property under the doctrine of sovereign immunity, subject to certain exceptions established by statute or constitutional law. However, the State has enacted the Government Claims Act (Government Code §§ 810 et seq.) (the "Act"), which sets forth the procedures for presenting liability claims against public agencies for consideration and possible resolution. These claims may arise from tort, contract, or other legal theories.

Under the Act, anyone seeking monetary damages or other relief from the City must first file an administrative claim within either a six-month or one-year statute of limitations, depending on the nature of the claim. This requirement gives the City an opportunity to investigate the matter in a timely manner, potentially resolve the issue without litigation, and limit liability by barring late or meritless claims.

The Act identifies certain types of claims that are exempt from the administrative claim requirement. These include claims brought by the State or other public entities, claims by public employees, and claims related to taxes, special assessments, or bonds. If a claim falls under one of these exemptions, the claimant may proceed directly to court without presenting a claim to the City first.

However, the Act also provides a mechanism to allow the City to require the otherwise exempt claims to be filed with the City. This allows the City to limit potential liability against claims that are untimely and to reduce litigation expenses and potential judgments.

Analysis:

Here, the City's claims presentation ordinance under Section 3-3.04 of the Yuba City Municipal Code, but would benefit from being updated to be more specific regarding exempt claims, procedures, process, and settlement authority.

The proposed ordinance would address a specific presentation protocol for claims against the City. Section 3-3.04 will require all public entities, and others exempted under Section 905, with claims for money or damages against the City to file an administrative claim with the City prior to commencing litigation, and will prevent claims from being filed on behalf of a class of persons unless verified by each member of that class.

Procedurally, Section 3-3.04 will require all claims to be delivered to the City Clerk's office. The Risk Manager will assess each claim. If appropriate, the ordinance provides for delegation of authority to the Risk Manager to deny, approve, or compromise any claim up to \$10,000 with the concurrence of the Controller. Claims up to \$25,000 may be denied, approved, or compromised by the City Manager with the concurrence of the City Attorney. Any claim in excess of \$25,000 would be approved by the City Council.

This item was introduced at the Regular City Council Meeting on September 16, 2025. Staff is recommending that the City Council adopt the proposed ordinance to repeal and add Section 3-3.04 of the Yuba City Municipal Code relating to the establishment of a presentation protocol for claims against the City. To allow for implementation coordination, the ordinance is proposed to go into effect January 1, 2026.

Fiscal Impact:

No additional fiscal impact is anticipated; there may be cost savings from the streamlining of the process.

Alternatives:

1. Provide direction to staff as to the changes which should be incorporated into the Ordinance
2. Take no action on the Ordinance

Recommendation:

Adopt an Ordinance of the City Council of the City of Yuba City repealing and adding Section 3-3.04 of Chapter 3 of Title 3 of the Municipal Code regarding special claims procedures by title only and waive the second reading.

Attachments:

1. Ordinance - Filing Claims Against the City

Prepared By:
Vrunda Shah
Deputy City Attorney

Submitted By:
Robert Bendorf
Interim City Manager

ATTACHMENT 1

ORDINANCE NO. ____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF YUBA CITY REPEALING AND
ADDING SECTION 3-3.04 OF CHAPTER 3 OF TITLE 3, OF THE MUNICIPAL CODE
REGARDING THE SPECIAL CLAIMS PROCEDURES**

WHEREAS, the doctrine of sovereign immunity generally protects public agencies from liability for injuries to persons or property, except as otherwise provided by statute or constitutional law; and

WHEREAS, Government Tort Claims Act (Government Code §§ 810 *et seq.*) (the “Act”) establishes the statutory framework for presenting liability claims against public agencies, including claims arising in tort, contract, or other legal theories; and

WHEREAS, the Act sets forth procedural requirements that enable public agencies to investigate claims in a timely manner, minimize litigation costs, and limit liability by barring untimely or noncompliant claims; and

WHEREAS, Section 905 of the Act exempts certain claims from the standard administrative claim presentation requirements, including, but not limited to, claims filed by the State or other local public entities; and

WHEREAS, Section 935 of the Act authorizes public agencies to adopt, by charter, ordinance, or regulation, local procedures requiring the presentation of administrative claims for those types of claims exempt under Section 905 and not otherwise governed by specific statutes or regulations; and

WHEREAS, Sections 3-3.04 of Chapter 3, Title 3 of the Yuba City Municipal Code provides limited procedures for the filing of claims against the City, which may be supplemented with standard provisions to establish a more complete and consistent claims process; and

WHEREAS, the City Council of the City of Yuba desires to amend the special claims procedures to implement a more uniform and efficient process for filing claims against the City, thereby reducing administrative burden, limiting liability exposure, and ensuring compliance with applicable law.

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

SECTION 1. Recitals. The above recitals are incorporated by reference.

SECTION 2. CEQA. The City Council finds and determines that the adoption of an ordinance regarding Planning Commission membership and terms of office is not a “project” for the purposes of the California Environmental Quality Act (CEQA) as the membership of the Planning Commission is an organizational or administrative activity of the City that will not result in direct or indirect physical changes to the environment as contemplated by CEQA Guidelines section 15378. As such, this activity is not subject to CEQA.

SECTION 3. Amendment. Section 3-3.04 of Chapter 3, Title 3 of the Yuba City Municipal Code is repealed in its entirety.

SECTION 4. Amendment. Section 3-3.04 of Chapter 3, Title 3 of the Yuba City Municipal Code is added to read in its entirety as follows:

Section 3-3.04. – Special claims procedures.

- (a) Claims against the city shall be in writing, verified by the claimant or his or her guardian, conservator, executor or administrator and filed with the City Clerk of the city. All claims shall be filed within one year after the accrual of the cause of action, unless a shorter period is provided by applicable law. The Risk Manager, in consultation with the City Attorney, shall evaluate the sufficiency and form of all such claims and give notices relative to any deficiency thereof to the claimant. No claim may be filed on behalf of a class of persons unless verified by every class member. All claims shall contain the information required by California Government Code section 910. The Risk Manager shall have all such claims investigated, and shall prepare an investigative report and a recommendation relating to each such claim, in consultation and cooperation with the City Attorney. Claims against the city for money or damages which are excepted by Section 905 from Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of the Government Code, and which are not governed by any other statutes or regulations expressly relating thereto, shall be governed by the claims procedure prescribed in this Article. All claims against the city, including claims under the Revenue and Taxation Code or their statute prescribing procedures for the refund, rebate, exemption, cancellation, amendment, modification or adjustment of a tax, assessment, fee or charge or any portion thereof, or any penalties, costs or charges related thereto; and claims by the State or by a State Department or agency or by another public entity shall be presented and acted upon in accordance with this Article as a prerequisite to suit thereon.
- (b) All claims excepted by Government Code Section 905 shall be presented within the time, and in the manner prescribed by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of the Government Code for the claims to which that part applies, as those provisions now exist or are amended and as provided by this Article.
- (c) The Risk Manager may deny any claim including a claim in litigation amounting to ten thousand dollars (\$10,000.00) or less, or may, with the concurrence of the Controller or designee, approve for payment any claim or pending litigation amounting to ten thousand dollars (\$10,000.00) or less, or compromise for ten thousand dollars (\$10,000.00) or less any claim. "Pending litigation," for purposes of this section 3-3.04, shall mean any action, proceeding, or cause pending in any court of record or before anybody, official, or agency, including (without limitation), any administrative proceeding or special proceeding, provided that pending litigation shall not include a criminal proceeding.
- (d) The Risk Manager shall forward any claim not disposed of pursuant to subsection (c) of this section to the City Manager, and shall include therewith an investigative report and recommendation. The City Manager may, with the concurrence of the City Attorney, deny any claim amounting to twenty-five thousand dollars (\$25,000.00) or less, approve for payment any claim or payment of pending litigation amounting to twenty-five thousand dollars (\$25,000.00) or less, or compromise any claim or settlement of pending litigation amounting to twenty-five

thousand dollars (\$25,000.00) or less. The City Manager shall return any claim which has been approved, or compromised or denied by him, together with his and the City Attorney's decisions relative thereto, to the Risk Manager who shall be responsible for immediately notifying the claimant of such decision and expediting the payment of any claim which has been approved or compromised.

- (e) For all claims not disposed of pursuant to subsection (c) or (d) of this section, the City Attorney shall prepare and submit, as soon as possible, a report to the Council either in open session or in closed session, at the City Attorney's election, together with a recommendation that such claim be approved, compromised, or denied. The City Attorney shall, following the decision of Council, return the claim file to the Risk Manager attaching thereto a memorandum indicating the Council's decision in the matter. The Risk Manager shall thereupon notify the claimant, in writing, of the decision and expedite payment of any claim which has been approved or compromised.
- (f) Notwithstanding the above, the Risk Manager shall notify and send copies of all claims which are determined to be covered by insurance to the insurance carrier which provides coverage to the city, and shall be the city's liaison with such carriers for the purpose of any claim involvement.
- (g) The City Manager and Controller may delegate their respective responsibilities set forth in Section 3-3.04 to any staff member of their respective offices or to the Risk Manager. The City Attorney may delegate the responsibilities set forth in this article to an attorney in the City Attorney's Office.
- (h) The procedure prescribed and the regulations and rules established by or under this Article do not require a shorter time for the presentation of any claim than the time provided in Government Code Section 911.2. The procedure prescribed under this Article or any rules promulgated thereunder do not require a longer time for the taking of action upon any claim than the time provided in Government Code Section 912.4.
- (i) It is the intent of the Council in adopting this ordinance to extend as broadly as possible under the law the requirement that a claim be presented to the city as a pre-requisite to the bringing of any action against the city, including, but not limited to, actions arising out of or relating to contracts. As authorized under California Government Code Section 935, it is the intent of the Council that all claims for money or damages which are otherwise excepted by Section 905 of the California Government Code be filed with the city's City Clerk prior to the bringing of any suit.
- (j) The City Manager may adopt any and all regulations (and prescribe the form of any required claims and notices, to the extent allowed by the Government Claims Act) necessary or desirable to implement the provisions of this section.
- (k) The procedures called for by this section or any enabling regulations shall apply retroactively to previously accrued claims.

SECTION 5. Severability. If any provision(s) of this Ordinance or the application thereof to any person or circumstances is held invalid or unconstitutional by any court of competent jurisdiction, such invalidity or unconstitutionality shall not affect any other provision or application,

and to this end the provisions of this ordinance are declared to be severable. The City Council hereby declares that they would have adopted this ordinance and each section, subsection, sentence, clause, phrase, part or portion thereof, irrespective of the fact that any one or more sections, subsections, clauses, phrases, parts or portions thereof be declared invalid or unconstitutional.

SECTION 6. Conflicting Provisions. If provisions of this Ordinance are in conflict with each other, other provisions of the City's Code, regulations or policies, any other resolution or ordinance of the City, or any state law or regulation, the more restrictive provisions shall apply.

SECTION 6. Effective Date. This Ordinance shall be effective January 1, 2026.

This Ordinance was introduced on September 16, 2025, and duly adopted by the City Council of the City of Yuba City at its duly noticed regular meeting October 7, 2025, by the following vote:

AYES:

NOES:

ABSENT:

Dave Shaw, Mayor
City of Yuba City

ATTEST:

Ciara Wakefield, City Clerk
City of Yuba City

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY:

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

CITY OF YUBA CITY
STAFF REPORT

Date: October 7, 2025
To: Honorable Mayor & Members of the City Council;
From: Utilities Department
Presentation By: Phil Marler, Utilities Director

Summary

Subject: Utilities Department Vacancy Staffing Request – Electrical Technician I/II
Recommendation: Authorize the Interim Human Resources Director to fill the vacancy for a full-time permanent Electrical Technician I/II in the Utilities Department
Fiscal Impact: Sufficient funding allocated in Account No. 3150 (Electrical Maintenance)

Purpose:

To back-fill the vacant Electrical Technician III position with an Electrical Technician I/II in the Utilities Department to ensure sufficient staffing to support safe, reliable, and efficient operations of the City's critical electrical, instrumentation, and control systems.

Council's Strategic Goal:

This item addresses Council's strategic goals of *Public Safety* and *Infrastructure* by maintaining adequate, skilled staffing to safeguard the electrical systems throughout the City's facilities, ensuring system reliability, worker safety, and regulatory compliance.

Background:

The Utilities Department's Electrical and Instrumentation Division plays a vital role in supporting the City's electrical, instrumentation, and control systems. The division installs, inspects, maintains, and repairs electrical and electronic equipment across City facilities, including traffic signals, streetlights, water and wastewater treatment plants, and other public buildings. Their work ensures the safe, efficient, and reliable operation of electrical systems, motor controls, and automation that are essential to City services and public safety.

The Electrical and Instrumental Division is staffed by a team of four (4) Electrical and Instrumental Technicians and supervised by the Electrical and Instrumental Supervisor. One Electrical Technician III resigned in October 2025, leaving a vacancy in this critical classification.

Analysis:

City Council has implemented a hiring freeze as a budgetary control measure, effective September 1, 2025. In order for the Human Resources Department to conduct recruitment for a vacancy, both the

City Manager and City Council must approve the request from the working department on a case-by-case basis.

The Utilities Department believes that filling this position is critical to Department operations and the safe functioning of all City facilities and maintaining public safety. The Department recommends filling this full-time position at the Electrical Technician I/II level, which is the entry level in the series. Filling this vacancy at the I/II level, rather than at the Electrical Technician III level, allows the Department to maintain operational capacity while demonstrating fiscal responsibility and adhering to the City's hiring freeze constraints.

The City Manager approved this request from the Department on September 29, 2025, making it eligible for final Council approval.

Fiscal Impact:

This position is fully funded in the Fiscal Year 24/25 Electrical Maintenance operating budget (Account No. 3150 - Salaries & Benefits). Funding is provided through road, water, and wastewater enterprise funds via the Cost Allocation Plan, with no impact on the General Fund.

Alternatives:

Direct the Department to leave the position vacant and continue to utilize staff overtime to maintain adequate staff coverage. This is not a sustainable alternative due to the strain on the remaining employees and supervisors.

Recommendation:

Authorize the Interim Human Resources Director to fill the vacancy for a full-time permanent Electrical Technician I/II in the Utilities Department.

Attachments:

None

Prepared By:

Mylaina McMurray
Utilities Administrative Analyst I

Submitted By:

Robert Bendorf
Interim City Manager

CITY OF YUBA CITY
STAFF REPORT

Date: October 7, 2025
To: Honorable Mayor & Members of the City Council;
From: Administration Department
Presentation By: Kristi Morales , Administrative Analyst

Summary

Subject: Community Sponsorships

Recommendation: Consider sponsorship requests from Yuba City High School Baseball Boosters, the Community Memorial Museum Association, and the Yuba-Sutter Economic Development Corporation; If approved:

- A. Adopt a Resolution to approve a monetary sponsorship request from Yuba City High School Baseball Boosters in an amount of up to \$1,000.00
- B. Adopt a Resolution to approve a monetary sponsorship request from the Community Memorial Museum Association in the amount of \$1,000.00 for sponsorship of the Annual Trees & Traditions fundraiser event
- C. Adopt a Resolution to approve a monetary sponsorship request from The Yuba- Sutter Economic Development Corporation in the amount of \$1,000.00 for the Bounty of Sutter County event

Fiscal Impact: Yuba City High School Baseball Boosters:
Monetary sponsorship in the amount of up to \$1,000.00 (Community Contributions Account number 4220-66010)

Community Memorial Museum Association and the Yuba- Sutter Economic Development Corporation:
Two monetary sponsorships totaling \$2,000.00 (Community Events Account number 4220-66015)

Council's Strategic Goal:

This item addresses the City Council's overarching strategic goal of improving the "Quality of Life" for City residents.

Purpose:

City sponsorships reflect support of specific programs or events by an organization. The intent is that the public will receive some intrinsic cultural, economic, educational, or entertainment value from the program or event.

Background:

On January 18, 2022, the City Council adopted an Amended Community Sponsorship Policy outlining factors for approval, including resources available, alignment with Council goals, community benefit, risk, and insurance requirements.

On October 1, 2024, Council directed staff to update the policy. Amendments adopted January 21, 2025, added a one-year eligibility restriction, clarified quarterly review deadlines, and aligned applications with the City's fiscal schedule.

At the end of August 2025, a sponsorship request was received from the Yuba City High School Baseball Boosters.

Yuba City High School Baseball Boosters

The Yuba City High School Sports Boosters is a volunteer-driven, parent-led nonprofit group dedicated to enhancing the athletic experience for all student-athletes. The Baseball Boosters provide vital financial support through fundraising, donations, and community partnerships. From purchasing equipment and uniforms, to funding major facility upgrades like bleachers and fence repairs, they ensure the YCHS baseball program has the resources to compete and thrive. By engaging the community and fostering school spirit, the Boosters help sustain YCHS athletics for future generations.

The Yuba City High School Baseball Booster Club is working toward a major bleacher upgrade at the baseball field, with an estimated project cost of \$88,447.34. The Yuba City High School Baseball Booster Club is actively fundraising through their annual Brown & Gold Dinner, raffle baskets, and local business sponsorships. A contribution from the City of Yuba City would provide meaningful support toward reaching their fundraising goal and help ensure the project is successful in delivering safe, accessible seating for families and the community.

Sutter County Community Memorial Museum Association

The Sutter County Community Memorial Museum operates through a partnership between Sutter County and the Community Memorial Museum Association, a non-profit 501(c)(3) organization. The Association supports all public programming for the Museum, including education programs, fundraising events, temporary exhibits, updates to permanent exhibits, and operation of the Museum Store.

The Association's signature annual fundraising event, Trees & Traditions, will be held on December 5, 2025, with proceeds supporting Museum programs and exhibits.

Yuba- Sutter Economic Development Corporation

Sutter County and the Yuba-Sutter Economic Development Corporation are partnering to host the Bounty of Sutter County, a Business Appreciation Event that recognizes the achievements of local businesses and industries. This special gathering brings together business leaders, community partners, and local innovators to celebrate the people and organizations driving growth and prosperity in Sutter County.

Through this event, outstanding businesses across the region will be recognized in four distinct categories: Agricultural Excellence, Business Growth, Outstanding Service, and Rising Star. These awards honor the resilience, creativity, and dedication of businesses that drive prosperity and contribute to the vitality of our communities, including Yuba City and Live Oak.

The Bounty of Sutter County not only celebrates achievement but also serves as an opportunity to deepen connections, encourage collaboration, and strengthen the foundation for continued business success in the region.

Analysis:

The Amended Community Sponsorship Policy states, "The budget for the Community Sponsorship Program shall be established by City Council each year during the annual budget process," and "applications will be presented to Council quarterly on a first-come, first-served basis." For FY 25-26, City Council budgeted \$10,000 for Community Contributions and \$10,000 for Community Events. Budgeted funds are to be considered and allocated on a quarterly basis, which provides \$2,500 quarterly for Community Contributions and \$2,500 quarterly for Community events.

Description	Budget	Q1 July- Sept 2025	Q2 Oct- Dec 2025	Q3 Jan- Mar 2026	Q4 April- June 2026	Remaining Balance
Community Contributions 4220-66010	\$10,000 (\$2,500 Quarterly)		Request: \$1,000.00 YCHS Baseball			\$9,000
Community Events 4220-66015	\$10,000 (\$2,500 Quarterly)	\$2,500 Casa Esperanza	De Requests: \$1,000 Museum \$1,000 YSEDC			\$5,500

Fiscal Impact:

Yuba City High School Baseball Boosters:

Monetary sponsorship in the amount of up to \$1,000.00 (Community Contributions Account number 4220-66010).

Community Memorial Museum Association and the Yuba- Sutter Economic Development Corporation:

Two monetary sponsorships totaling in the amount of \$2,000.00 (Community Events Account number 4220-66015).

Recommendation:

Consider sponsorship requests from Yuba City High School Baseball Boosters, the Community Memorial Museum Association, and the Yuba-Sutter Economic Development Corporation; If approved:

- A. Adopt a Resolution to approve a monetary sponsorship request from Yuba City High School Baseball Boosters in an amount of up to \$1,000.00.
- B. Adopt a Resolution to approve a monetary sponsorship request from the Community Memorial Museum Association in the amount of \$1,000.00 for sponsorship of the Annual Trees & Traditions fundraiser event.
- C. Adopt a Resolution to approve a monetary sponsorship request from The Yuba- Sutter Economic Development Corporation in the amount of \$1,000.00 for the Bounty of Sutter County event.

Attachments:

1. Attachment 1 Resolution - Community Sponsorship Request YCHS Booster Club
2. Exhibit 1A- Community Sponsorship Application (YCHS Booster)
3. Exhibit 1B- YCHS Baseball Boosters background

4. Attachment 2- Community Sponsorship (Sutter County Museum) - Resolution
5. Exhibit 2A- Community Sponsorship Application (Museum)
6. Exhibit 2B- Museum Letter and Sponsorship Information
7. Attachment 3 Resolution- Community Sponsorship (YSEDC)
8. Exhibit 3A. Community Sponsorship Application (YSEDC)

Prepared By:
Kristi Morales
Administrative Analyst

Submitted By:
Robert Bendorf
Interim City Manager

ATTACHMENT 1

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY APPROVING A COMMUNITY SPONSORSHIP REQUEST FOR THE YUBA CITY HIGH SCHOOL BASEBALL BOOSTER CLUB

WHEREAS, the Yuba City High School Baseball Booster Club, a non-profit organization operating under the Yuba City Honker Booster Club, supports student athletes by raising funds to improve athletic facilities, provide equipment, and promote school spirit; and

WHEREAS, The Booster Club has requested community contribution funds to assist with upgrades to the baseball field bleachers to provide a safer and better experience for players, families, and fans; and

WHEREAS, the City Council of the City of Yuba City ("City Council") finds that supporting Yuba City High School athletics serves an important public purpose by fostering youth development and community pride;

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

Section 1. The City Council finds the above recitals true and correct.

Section 2. The City Council finds that the Yuba City High School Baseball Booster Club's efforts directly benefit Yuba City residents. Accordingly, the City Council approves a community contribution in the amount of \$500 for the Yuba City High School Baseball Booster Club.

Section 3. This Resolution shall take effect immediately and the City Clerk shall certify the adoption of this Resolution.

The foregoing Resolution of the City Council of the City of Yuba City is duly introduced, **PASSED AND ADOPTED** at a regular meeting thereof held on the 7Th day of October ,2025 by the following vote:

AYES:

NOES:

ABSENT:

ATTEST:

Dave Shaw, Mayor

Ciara Wakefield, City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY

Shannon L. Chaffin, City Attorney

EXHIBIT 1A



COMMUNITY SPONSORSHIP APPLICATION FORM

Name of Organization Yuba City HS Baseball Boosters Non-Profit ID/ 501 C# C-0468679

Address 850 B Street City/State/Zip Yuba City / CA / 95991

Contact Person Maury Castaneda Phone 808-351-4393 Email mcastaneda@ycusd.org

Organization Purpose/Mission Yuba City HS

Type of Organization:

- ☐ Non-Profit (located or primarily serves residents within the City of Yuba City)
☒ Educational Institution
☐ Local business (located within City of Yuba City city limits)

Type of Event:

- ☐ Local Celebration ☒ Athletic ☐ Cultural ☐ Educational
☒ Fundraiser ☒ Entertainment ☐ Other _____

Program or Event Name 5th Annual Brown & Gold Baseball game and dinner fundraiser

Event Location Winship Field at Yuba City High School

Event Date/Time October 25th 2025 6pm

Expected Number of Participants 300+

Open to the Public? ☒ Yes ☐ No

Please explain how your program or event meets one or more of the sponsorship criteria below:

- Boosts the local Yuba City economy: _____

- Provides an opportunity to help build community, foster a sense of pride within our community, and engage our community: We are celebrating the recent NorCal Championship.
The dinner & fundraiser will is to help raise funds for new bleachers/grandstands for parents and the community to watch
Honker baseball as well as other facility improvements.

- Contributes positively to the recognition and image of the City of Yuba City: _____
The Yuba City HS baseball team had an incredible spring season. Specific accomplishments include NorCal Region
and CIF Section Champs. The team will be presented with championship rings at a pregame ceremony prior to the start
of the fundraiser dinner



Jessica Guith
(630) 845-1282

YCHS Baseball Booster Club
Fall 2025

Dear Business Owner,

The Yuba City High School Baseball Team had an incredible spring 2025 season. They won **Sections** and went on to become the **Division 2 Nor-Cal State Champions!** We will be honoring them with a Ring Ceremony at our 5th annual **Brown & Gold Dinner and Auction on October 25th.**

We are so proud of what our athletes have accomplished on the field, and now we are working to improve the facilities that support them. This year's fundraising goal is to raise money to **improve the baseball facility including updating the bleachers** so that our players, families, and fans can enjoy a better game-day experience.

One of the highlights of our upcoming fundraiser, will be a **community raffle**, where themed gift baskets will be raffled off to raise funds. We are inviting local businesses like yours to support in one of two ways:

1. **Donation of an item, gift card, service, or product** to include in our silent auction or raffle baskets.
2. **Monetary donation**, which will go directly toward our field upgrades.

Your generosity will support YCHS student athletes, help create a better facility for players and fans, and **provide your business with free marketing through your name/logo featured on our event banner and social media.**

No donation is too small and every contribution helps us move closer to creating a field worthy of our champions. If you are able to contribute, we would be happy to arrange pickup at your convenience **by October 10th, 2025.** Please feel free to contact our head coach Maury at (808) 351-4393 or mcastaneda@ycusd.org

Thank you in advance for supporting Yuba City High School Baseball and helping us continue a proud tradition of excellence, teamwork, and community spirit.

With gratitude,

Yuba City High School Baseball Fundraising Committee
NON-PROFIT NO. C-0468679

EXHIBIT 1B

Yuba City High School Sports Boosters – Baseball Program

Background & Bio for City Council Board Agenda

Organization Name:

Yuba City High School Sports Boosters – Baseball Program

Type of Organization:

Volunteer-driven, parent-led nonprofit booster club supporting all Yuba City High School athletic programs, with a dedicated arm for the baseball program.

Mission & Purpose

The Yuba City High School Sports Boosters exist to enhance the athletic experience of all student-athletes at Yuba City High School. The baseball portion of the Boosters specifically focuses on: - Providing financial support for the baseball program through fundraising and donations. - Assisting with the purchase of necessary baseball equipment, uniforms, and athletic gear. - Funding larger projects such as bleachers, fence repairs, and major facility upgrades not covered by district funds.

Background

The Boosters are an essential partner in sustaining and growing Yuba City High School athletics. The baseball arm, as part of the overall Sports Boosters, works directly with coaches, parents, and community supporters to ensure the baseball program has the resources it needs to compete and succeed. Funds are generated through community donations, sponsorships, and organized fundraising efforts, and are managed transparently with a focus on student-athlete benefit.

Community Engagement

The baseball program's Booster arm actively connects Yuba City High School with the wider community by hosting events, engaging local businesses, and encouraging public participation in athletic activities. These efforts not only provide financial support but also foster community pride and long-term investment in Yuba City High School athletics.

Use of Funds – Baseball Specific

Booster-raised funds dedicated to baseball are used to: - Purchase new equipment, uniforms, and athletic gear.

- Support team with playoff and tournament expenses.
 - Contribute to large-scale facility needs such as bleacher improvements, fence repairs, and other upgrades beyond district funding capacity.
-

Conclusion

The Yuba City High School Sports Boosters – Baseball Program plays a vital role in sustaining and advancing the baseball program at YCHS. Through financial support, facility improvement, and community engagement, the Boosters ensure that Yuba City student-athletes are equipped for success and that the program continues to thrive for future generations.

ATTACHMENT 2

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY APPROVING
COMMUNITY SPONSORSHIP REQUEST FOR, THE SUTTER COUNTY COMMUNITY
MEMORIAL MUSEUM ASSOCIATION**

WHEREAS, The Sutter County Community Memorial Museum Association, a 501(c)(3) non-profit organization, is requesting community sponsorship funds for their ongoing public program; and,

WHEREAS, the City Council of the City of Yuba City ("City Council") finds that the Sutter County Community Memorial Museum Association, a nonprofit organizations that serves an important public purpose to the community insofar as the public will receive cultural, and educational enrichment from the program; and

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

Section 1. That the City Council finds the above recitals true and correct.

Section 2. The City Council finds that the Sutter County Community Memorial Museum Association provides events that benefit Yuba City residents. The requested fundraising event is for a qualified non-profit organization that primarily serves Yuba City residents, is open to the general public, and will contribute positively to the recognition and image of the city. Proceeds from the event will help bring innovative, education programs to inspire and celebrate the community's diverse population. Accordingly, the City Council approves the sponsorship request of \$1,000 for the Sutter County Community Memorial Museums Association's "Trees and Traditions: Home for Christmas.

Section 3. This Resolution shall take effect immediately and that the Deputy City Clerk shall certify the adoption of this Resolution.

The foregoing Resolution of the City Council of the City of Yuba City is duly introduced, PASSED AND ADOPTED at a regular meeting thereof held on this 7th day of October, 2025 by the following vote:

AYES:

NOES:

ABSENT:

Dave Shaw, Mayor

ATTEST:

Kristi Morales, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY

Shannon L. Chaffin, City
Attorney

EXHIBIT 2A



COMMUNITY SPONSORSHIP APPLICATION FORM

Name of Organization Community Memorial Museum Association Non-Profit ID/ 501 C# 94-2427735

Address 1333 Butte House Road City/State/Zip Yuba City, CA 95993

Contact Person Debrah Reid Phone 530-822-7141 Email info@suttercountymuseum.org

Organization Purpose/Mission To support the Sutter County Museum, whose mission is to share local stories to strengthen community bonds & inspire celebration of our diverse cultural heritage.

Type of Organization:

- ☒ Non-Profit (located or primarily serves residents within the City of Yuba City)
☐ Educational Institution
☐ Local business (located within City of Yuba City city limits)

Type of Event:

- ☐ Local Celebration ☐ Athletic ☐ Cultural ☐ Educational
☒ Fundraiser ☐ Entertainment ☐ Other _____

Program or Event Name Trees & Traditions

Event Location Sutter County Museum, 1333 Butte House Road, Yuba City

Event Date/Time Friday, December 5th, 6:00-9:00pm

Expected Number of Participants 200

Open to the Public? ☒ Yes ☐ No

Please explain how your program or event meets one or more of the sponsorship criteria below:

- **Boosts the local Yuba City economy:** The Association hires local vendors and companies for catering, music, and other event expenses. All proceeds support the Museum's exhibits, public programs, and Gift Shop, which directly supports the vendors that we contract with including local artists, artisans, and small businesses. Last year, the Museum Association invested over \$55,000 back into the Yuba-Sutter community by buying from locally-owned businesses, hiring local vendors, and sourcing Gift Shop merchandise from local artists & artisans.
- **Provides an opportunity to help build community, foster a sense of pride within our community, and engage our community:** Trees & Traditions is an annual fundraiser that has taken place since the Museum opened in 1975. This is our 50th anniversary year, and visitors to our special "Golden Trees & Traditions: Memories and Melodies" will be immersed in new permanent exhibits on display that share local stories, celebrate the diverse cultural heritage of the region, and promote a sense of community belonging, connecting, and collaborating.
- **Contributes positively to the recognition and image of the City of Yuba City:** Maintaining a vibrant, relevant, and educational museum helps the image of Yuba City, building community pride among current residents and attracting new businesses and residents to the area. Our events like Trees & Traditions celebrate our community heritage and provide an opportunity for people to see what is new at the Museum and the exhibits and upgrades as we celebrate our 50th anniversary of serving the community.

Type of Sponsorship Requested:

☐ In-kind services – Amount requested: _____

Provide a description of the in-kind services requested: _____

☐ Facility Waiver – Amount requested: _____

☒ Monetary Funding – Amount requested: \$1,000

☐ Fundraiser Gift Basket – Amount requested: _____

Other Considerations:

☒ I understand that if the City agrees to sponsor the event, I will acknowledge the sponsorship on all printed information or advertising related to the event using a message approved by the City and provide any written marketing material to the City before distribution of event materials.

☒ If the City agrees to sponsor the event, I understand that appropriate ADA accessibility and other permit requirements will be provided.

☒ I understand that sponsorship is optional, and the City can deny this sponsorship application.

Signature of Applicant Debrah Reid Date 9/3/2025

Print Name of Applicant Debrah Reid

EXHIBIT 2B



September 3, 2025

City of Yuba City
Attn. Robert Bendorf
1201 Civic Center Blvd.
Yuba City, CA 95993

Dear Robert,

We are pleased to announce that **Trees & Traditions** returns on **Friday, December 5th**! This year's theme is **Golden Trees and Traditions: Memories and Melodies**, and we hope you'll join us for an evening filled with delicious hors d'oeuvres, festive drinks, live music, and, of course, holiday trees and traditions.

All proceeds from this annual fundraiser benefit the Sutter County Museum Association, a 501(c)(3) nonprofit organization, and help us to continue bringing innovative, educational programs to the Sutter County Museum that inspire and celebrate our community's diverse population and rich history.

Donations and sponsorships raised from Trees & Traditions can directly help us:

- ✧ Add a hands-on map of Yuba-Sutter to our new Flood exhibit, where people can use technology to investigate historic floods and learn about emergency planning.
- ✧ Commission vibrant artworks from local artists to display in the Museum's entrance gallery.
- ✧ Directly serve Yuba-Sutter's students and teachers with free field trips, transportation to the Museum, and engaging artifact trunks to support classroom learning.

We seek a renewal of your last generous donation of a \$1,000 sponsorship. The exclusive benefits of becoming a sponsor are included with this letter.

Thank you for your consideration. If you have any questions or would like to donate, please contact me at (530) 822-7141 or info@suttercountymuseum.org.

More information about the Museum can be found on our website at suttercountymuseum.org.

Sincerely,

A handwritten signature in cursive script that reads "Debrah Tarke Reid".

Debrah Reid
President, Sutter County Museum Association

All proceeds benefit the Community Memorial Museum Association, dba Sutter County Museum Association, a 501(c)(3) tax-exempt organization. Federal Tax ID #94-2427735

1333 Butte House Road • Yuba City, CA 95993 • 530.822.7141 • www.suttercountymuseum.org



Trees & Traditions 2025: Sponsor Levels & Benefits

\$5,000 – Symphony

- ✧ Logo in Appeal Democrat ad*
- ✧ Logo on our website
- ✧ Logo on our Facebook page
- ✧ Logo on event signage*
- ✧ Logo on event promotions*
- ✧ 10 tickets to Trees & Traditions
- ✧ Logo on event ticket*
- ✧ Opportunity to display Company Banner at event
- ✧ Business Basic Plus Membership

\$2,500 – Orchestra

- ✧ Logo in Appeal Democrat ad*
- ✧ Logo on our website
- ✧ Logo on our Facebook page
- ✧ Name listed on event signage*
- ✧ Name listed on event promotions*
- ✧ 6 tickets to Trees & Traditions
- ✧ Name listed on event ticket*

\$1,000 – Quartet

- ✧ Name in Appeal Democrat ad*
- ✧ Listing on our website
- ✧ Listing on our Facebook page
- ✧ Name listed on event signage*
- ✧ Name listed on event promotions*
- ✧ 4 tickets to Trees & Traditions

\$500 – Duet

- ✧ Name in Appeal Democrat ad*
- ✧ Listing on our website
- ✧ Name listed on event signage*
- ✧ Name listed on event promotions*
- ✧ 2 tickets to Trees & Traditions

\$250 – Solo

- ✧ Name in Appeal Democrat ad*
- ✧ Name listed on event signage*
- ✧ Name listed on event promotions*
- ✧ 1 ticket to Trees & Traditions

*Confirmation of sponsorship must be received by **September 5, 2025**, to guarantee this benefit.

ATTACHMENT 3

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY IN SUPPORT OF THE
“BOUNTY OF SUTTER COUNTY” BUSINESS APPRECIATION EVENT HOSTED BY THE
YUBA-SUTTER ECONOMIC DEVELOPMENT CORPORATION AND SUTTER COUNTY**

WHEREAS, the Yuba-Sutter Economic Development Corporation (YSEDC), in partnership with Sutter County, is hosting the Bounty of Sutter County, a Business Appreciation Event designed to celebrate and recognize the achievements of local businesses; and

WHEREAS, the event will honor outstanding businesses across four categories: Agricultural Excellence, Business Growth, Outstanding Service, and Rising Star highlighting the diverse industries and entrepreneurs that contribute to the strength and vitality of Sutter County, including the cities of Yuba City and Live Oak; and

WHEREAS, the Bounty of Sutter County will bring together business leaders, community partners, and innovators to celebrate the people and organizations driving growth, prosperity, and opportunity in the region; and

WHEREAS, the City of Yuba City recognizes that supporting and celebrating local businesses strengthens community pride, fosters economic development, and enhances the quality of life for residents;

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

Section 1. That the City Council finds the above recitals true and correct.

Section 2. The City Council finds that the Bounty of Sutter County Business Appreciation Event, hosted by the Yuba-Sutter Economic Development Corporation in partnership with Sutter County, provides significant benefit to Yuba City residents by recognizing and honoring local businesses, encouraging community collaboration, and promoting economic growth and prosperity throughout the region. Accordingly, the City Council formally supports the Bounty of Sutter County Business Appreciation Event.

Section 3. This Resolution shall take effect immediately and that the Deputy City Clerk shall certify the adoption of this Resolution.

The foregoing Resolution of the City Council of the City of Yuba City is duly introduced, PASSED AND ADOPTED at a regular meeting thereof held on this 7th day of October, 2025 by the following vote:

AYES:

NOES:

ABSENT:

Dave Shaw, Mayor

ATTEST:

Kristi Morales, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY

Shannon L. Chaffin, City
Attorney

EXHIBIT 3A



COMMUNITY SPONSORSHIP APPLICATION FORM

Name of Organization Yuba Sutter Economic Development Corporation Non-Profit ID/ 501 C# 68-0342145

Address 950 Tharp Rd Ste 1303 City/State/Zip Yuba City

Contact Person Brynda Stranix Phone 530-751-8555 Email bstranix@ysedc.org

Organization Purpose/Mission We know business owners have trouble finding the support they need to operate their organizations. At YSEDC, we provide them with the right resources and solutions, so their busi

Type of Organization:

- ☐ Non-Profit (located or primarily serves residents within the City of Yuba City)
- ☐ Educational Institution
- ☐ Local business (located within City of Yuba City city limits)

Type of Event:

- ☒ Local Celebration ☐ Athletic ☐ Cultural ☐ Educational
- ☐ Fundraiser ☐ Entertainment ☐ Other _____

Program or Event Name Bounty Of Sutter County

Event Location Butte Star Ranch

Event Date/Time October 24, 2025 11:30 a.m. to 1:30 p.m.

Expected Number of Participants 200 ± 50

Open to the Public? ☐ Yes ☒ No

Please explain how your program or event meets one or more of the sponsorship criteria below:

- Boosts the local Yuba City economy: Local products and local vendors will be used.

- Provides an opportunity to help build community, foster a sense of pride within our community, and engage our community: This event will recognize Sutter County businesses in 4 categories; Agricultural Excellence, Business Growth, Outstanding Service and Rising Star. The business must be located in Sutter County including the City of Yuba City and City of Live Oak.

- Contributes positively to the recognition and image of the City of Yuba City: _____

Type of Sponsorship Requested:

☐ In-kind services – Amount requested: _____

Provide a description of the in-kind services requested: _____

☐ Facility Waiver – Amount requested: _____

☐ Monetary Funding – Amount requested: 1,000.00

☐ Fundraiser Gift Basket – Amount requested: _____

Other Considerations:

☒ I understand that if the City agrees to sponsor the event, I will acknowledge the sponsorship on all printed information or advertising related to the event using a message approved by the City and provide any written marketing material to the City before distribution of event materials.

☒ If the City agrees to sponsor the event, I understand that appropriate ADA accessibility and other permit requirements will be provided.

☒ I understand that sponsorship is optional, and the City can deny this sponsorship application.

Signature of Applicant Brynda Stranix Date 10/01/2025

Print Name of Applicant Brynda Stranix

CITY OF YUBA CITY

Future Agenda Items

- Councilmember Cole
- Councilmember Kirchner
- Councilmember Pasquale
- Vice Mayor Boomgaarden
- Mayor Shaw

CITY OF YUBA CITY

Reports and Communications

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

City Manager's Report

CITY OF YUBA CITY

Reports and Communications

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

City Council Reports

- Councilmember Cole
- Councilmember Kirchner
- Councilmember Pasquale
- Vice Mayor Boomgaarden
- Mayor Shaw

Adjournment