



AGENDA

DECEMBER 2, 2025

REGULAR MEETING CITY COUNCIL CITY OF YUBA CITY

**4:15 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
CITY COUNCIL - CITY OF YUBA CITY
DECEMBER 2, 2025
4:15 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 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_FDi41Fe8S2q7FFnhya7JHq Emailed comments sent to cityclerk@yubacity.net at least 24 hours before the meeting will be distributed to the City Council prior to the meeting. Please identify the Agenda item(s) addressed by the comments.

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. Public Employee Discipline/Dismissal/Release (Government Code §§ 54954.5 and 54957(b)(1))
- B. Liability Claim:
Claimant: Thomas M Deal, Claim 25-36
Agency Claimed Against: City of Yuba City
- C. Liability Claim:
Claimant: Siddharth Agarwal, Claim 25-37
Agency Claimed Against: City of Yuba City
- D. Liability Claim:
Claimant: Rajwinder Sandhu, Claim 25-38
Agency Claimed Against: City of Yuba City

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. **Mayor's Appreciation Presentation to Clergy for 2025 City Council Meeting Invocations**
2. **Firefighters Burn Institute Presentation to Yuba City Firefighters Association Local 3793 Recognizing their successful Satellite Boot Drive**

Public Communication

3. 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.

4. **Minutes of the November 18, 2025, Special Closed Session Meeting of the City Council and the November 18, 2025, Regular Meeting of the City Council**
Recommendation: Approve the Minutes of the November 18, 2025, Special Closed Session Meeting of the City Council and the November 18, 2025, Regular Meeting of the City Council
5. **Approve Local 1 Side Letter**
Recommendation: Authorize the Interim City Manager and Interim Human Resources Director to execute a side letter agreement with Local 1 to allow Park Maintenance Worker I employees to receive merit step increases within their existing salary range
6. **Salary Schedule Updates**
Recommendation: Adopt a Resolution to amend the City's salary schedule to:
 - A. Comply with the new California wage requirements to

increase minimum wage to \$16.90 effective at the start of the pay period on December 27, 2025

- B. Approve the adjustments to the Recreation Supervisor I/II and III classifications to comply with CA LC 515 effective at the start of the pay period on December 27, 2025
- C. Retitle the POA classifications of Police Records Clerk and Public Safety Dispatcher II and Public Safety Dispatcher III
- D. Retitle Park Maintenance Worker III to Senior Park Maintenance Worker, and Parks and Grounds Superintendent to Park Maintenance Superintendent

7. Submission of Recertification Application for Tree City USA Designation

Recommendation: Adopt a Resolution authorizing the City to apply for recertification to the National Arbor Day Foundation for consideration of the City to continue its designation as a Tree City USA community

8. Butte Vista Estates East Subdivision (Annexation #11 of property in CFD 2021-1)

Recommendation: Adopt a Resolution annexing a certain area, Butte Vista Estates East Subdivision, within the City Limits into an existing Community Facilities District (CFD No. 2021-1) to fund municipal services, and filing said Resolution, along with the Eleventh Amendment to the Notice of Special Tax Lien, in the office of County Recorder of the County of Sutter

9. Wastewater Treatment Facility (WWTF) Improvements Project - Project Acceptance

Recommendation: Adopt a Resolution accepting the Wastewater Treatment Facility Improvements Project (Contract No. 17-09) as complete, in accordance with the contract documents

10. Butte Vista Estates East Subdivision – Subdivision Agreement and Final Map Approval

Recommendation: Adopt a Resolution approving the execution of a Subdivision Agreement with K. Hovnanian Homes Northern California, Inc., a California Corporation providing for public improvements associated with the Butte Vista Estates East Subdivision Map, approving the Butte Vista Estates East Subdivision Final Map, accepting dedication of rights-of-way and easements shown thereon, and authorizing the filing of the map [Subdivision is located on West Onstott Frontage Road approximately 1,900 feet south of Pease Road]

11. City of Yuba City Advisory Board Appointment List

Recommendation: Note and File the 2025 Local Appointment List and Direct Staff to post on the City's website

12. West Sanborn Estates Units 1 and 2 Subdivision – Subdivision Agreement Amendment

Recommendation: Adopt a Resolution authorizing the Public Works Director to amend Exhibit C of the Subdivision Agreements for the West Sanborn Estates Unit 1 and West Sanborn Estates Unit 2 Subdivisions based on actual costs, subject to approval as to legal form by the City Attorney

13. Purchase of Road Right-of-Way from Caltrans

Recommendation: Authorize the City Manager to execute a Purchase and Sale Agreement and accept a Grant Deed for the Real Property purchase of a 61-foot-wide strip of land, being the extension of Wild River Drive, from the State of California (APN 55-010-032) for \$1.00

Business Items

14. Citywide Signal Hardware Upgrades (Award Contract Agreement)

Recommendation: Adopt a Resolution which takes the following actions:

- A. Awards a construction contract to Bear Electrical Solutions, LLC of Alviso, CA in the amount of \$804,035.00
- B. Authorizes the City Manager to execute the contract on behalf of the City, subject to review and approval as to legal form by the City Attorney
- C. Authorizes the Finance Director to receive additional grant funds and make a supplemental appropriation to CIP Account No. 951314 or make a supplemental appropriation of unallocated Transportation Development Account funds to CIP Account No. 911314

15. Classification and Position Changes in the City Manager's Office

Recommendation: Adopt a Resolution taking the following actions:

- A. Approving a new job description for City Clerk Administrator/Risk Manager and adding it to the Mid-Manager's unit
- B. Amending the salary schedule to add City Clerk Administrator/Risk Manager (\$10,142 - \$12,327 monthly)
- C. Updating the authorized position resolution for Department No. 1305, City Manager, to delete 1.0 FTE City Clerk Administrator and adding 1.0 FTE City Clerk Administrator/Risk Manager and 1.0 FTE Administrative Analyst I/II-Confidential
- D. Reclassifying the incumbent City Clerk Administrator to City Clerk Administrator/Risk Manager effective December 13, 2025
- E. Authorizing the Finance Director to transfer \$120,000 from 6535-64311 (Insurance Expense) to 6535-61210 (Salaries & Wages)
- F. Adopting a Resolution appointing the City Clerk Administrator/Risk Manager to serve as the City's Director on the NCCSIF Board of Directors and appointing the Administrative Analyst III in Human Resources to serve as the City's Alternate Director in the absence of the Director
- G. Approving a recruitment for a full-time Administrative Analyst I/II-Confidential with a regular, full-time

appointment

16. Public Works Department Vacancy Staffing Request – Public Works Maintenance Worker I/II

Recommendation: Authorize the Interim Human Resources Director to fill the vacancy for five full-time permanent Street Maintenance Workers I/II in the Public Works Department

17. Merriment Village Apartments Phase 2 — Homekey+ Grant Application

Recommendation: Adopt a Resolution of the City Council of the City of Yuba City authorizing a joint application with Habitat for Humanity Yuba-Sutter, Inc, to apply for Homekey+ funds through the State Department of Housing and Community Development for the remaining 139-unit affordable housing project located at 428 North Walton Avenue, which is Phase 2 of the proposed 218-unit Merriment Village Apartments

Future Agenda Items

18. 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

19. City Manager's Report

20. City Council Reports

Adjournment



Appreciation of Clergy

Mayor Shaw will present a
Certificate of Appreciation to members
of clergy that have delivered the invocation
at the 2025 Council Meetings



Firefighters Burn Institute

Presentation to:

Yuba City Firefighters Association Local 3793
in recognition of a very successful

Satellite Boot Drive



**FIREFIGHTERS
BURN INSTITUTE**

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: December 2, 2025
To: Honorable Mayor & Members of the City Council;
From: Administration Department
Presentation By: Ciara Wakefield, City Clerk

Summary

Subject: Minutes of the November 18, 2025, Special Closed Session Meeting of the City Council and the November 18, 2025, Regular Meeting of the City Council
Recommendation: Approve the Minutes of the November 18, 2025, Special Closed Session Meeting of the City Council and the November 18, 2025, Regular Meeting of the City Council
Fiscal Impact: None

Attachments:

1. 11-18-2025 Special Closed Session Meeting Minutes (DRAFT)
2. 11-18-2025 Regular Meeting Minutes (DRAFT)

Prepared By:
Ciara Wakefield
City Clerk

Submitted By:
Robert Bendorf
Interim City Manager

ATTACHMENT 1

MINUTES (DRAFT)
SPECIAL CLOSED SESSION
CITY COUNCIL - CITY OF YUBA CITY
NOVEMBER 18, 2025
5:00 P.M. CLOSED SESSION
SUTTER ROOM/VIRTUAL

Special Meeting – Closed Session

The Special Closed Session Meeting of the City Council was called to order by Mayor Shaw at 5:00 PM

Roll Call

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

Absent: None

Public Communication

No public comment received

Closed Session

- A. PUBLIC EMPLOYEE - APPOINTMENT/EMPLOYMENT
(Pursuant to Government Code, § 54957) Title: Permanent City Manager

City Attorney's Report on Closed Session Items

Shannon Chaffin, City Attorney:

No reportable action

Adjournment

Mayor Shaw adjourned the Special Closed Session of the City Council at 5:45 PM

ATTEST:

Dave Shaw, Mayor

Ciara Wakefield, City Clerk

ATTACHMENT 2

MINUTES (DRAFT)
REGULAR MEETING
CITY COUNCIL - CITY OF YUBA CITY
NOVEMBER 18, 2025
5:45 P.M. CLOSED SESSION
SUTTER ROOM/VIRTUAL
6:00 P.M. REGULAR MEETING
COUNCIL CHAMBERS/VIRTUAL

Closed Session

Call to Order

The Closed Session Meeting of the City Council was called to order by Mayor Shaw at 5:45 PM

Roll Call:

Present: Mayor Shaw and Councilmembers Cole and Pasquale
[Councilmembers Boomgaarden and Kirchner in the Sutter Room]

Absent: None

Closed Session

A. Liability Claim:
Claimant: Harjinder Singh Gill, Claim 25-35
Agency Claimed Against: City of Yuba City

No public comment received

Regular Meeting

Call to Order

The Regular Meeting of the City Council was called to order by Mayor Shaw at 6:04 PM

Roll Call:

Present: Mayor Shaw and Councilmembers Boomgaarden, Cole, Kirchner, and Pasquale
Absent: None

Invocation/Inspiration

Chris Finchum, YCPD Chaplain

Pledge of Allegiance to the Flag

Councilmember Pasquale

City Attorney's Report on Closed Session Items

Shannon Chaffin, City Attorney:

Item A – Gill (Claim 25-35): Authorized of Notice of Rejection

Agenda Modifications

No changes made

Ceremonial Presentations

1. We Are Yuba City Legacy Awards:

- **Don's Furniture Warehouse**

Mayor Shaw presented a proclamation to Owner, Don Applegarth

- **Yuba City Racquet & Health Club**

Mayor Shaw presented a proclamation to Owner, Pete Bakis

2. Homelessness Awareness Month Proclamation

Mayor Shaw presented a proclamation to Johnny Burke, Sutter-Yuba Homeless Consortium Executive Director

3. Homeless Consortium Annual Update Presentation

Johnny Burke, Sutter-Yuba Homeless Consortium Executive Director, gave a presentation

4. Yuba Sutter Foodbank Presentation

Maria Ball, Yuba-Sutter Foodbank Executive Director, gave a presentation

Public Communication

5. Appearance of Interested Citizens

Lynda Cummings spoke

Kathy Farley spoke

Tony Farley spoke

Jackie Sillman spoke

Consent Calendar

Councilmember Pasquale moved and Councilmember Cole seconded the motion to approve Consent Calendar items 6-15:

6. Minutes of the November 4, 2025, Regular Meeting of the City Council

Approve the Minutes of the November 4, 2025 Regular Meeting of the City Council

7. Johnson Ranch Estates Subdivision (Acceptance of Public Improvements)

Adopt **Resolution 25-125** accepting certain street and related improvements pursuant to the Johnson Ranch Estates Subdivision Agreement with K. Hovnanian Homes Northern California, Inc., a California Corporation, and authorizing the

Subdivider to file a Notice of Completion. [Subdivision is located on West Onstott Frontage Road approximately 1,100 feet south of Pease Road]

8. 821 Wilkie Way Parcel Map (Annexation #12 of property in CFD 2021-1)

Adopt **Resolution 25-126** annexing a certain area, 821 Wilkie Way Parcel Map, within the City Limits into an existing Community Facilities District (CFD No. 2021-1) to fund municipal services, and filing said Resolution, along with the Twelfth Amendment to the Notice of Special Tax Lien, in the office of County Recorder of the County of Sutter

9. Building Regulations Ordinance and the adoption of the 2025 edition of the California Building Standards Code

Adopt **Ordinance 011-25** of the City Council of the City of Yuba City Repealing Chapters 1 Through Chapter 14 of Title 7 of the Yuba City Municipal Code and Re-Enacting Chapters 1 Through Chapter 14 of Title 7 Adopting by Reference the 2025 California Building Code, 2025 California Electrical Code, 2025 California Mechanical Code, 2025 California Plumbing Code, 2025 California Energy Code, 2025 California Historical Code, 2025 California Existing Building Code, 2025 California Referenced Standards Code, 2025 California Residential Building Code, 2025 California Green Building Standards (CALgreen) Code, 2024 Uniform Swimming Pool Spa & Hot Tub Code, Etc., With Certain Amendments, Additions and Deletions Thereto, by title only and waive the second reading

10. Zoning Code Amendment (ZC) 25-02; Revising the development standards for accessory dwelling units (ADUs) and junior accessory dwelling units (JADUs) for consistency with State law

Adopt **Ordinance 012-25** of the City Council of the City of Yuba City finding that Zoning Code Amendment ZC 25-02 is not subject to environmental review pursuant to Public Resources Code Section 21080.17 and approving Zoning Code Amendment 25-02 amending Table 8-5.5004(A) and Subdivisions (C) and (F) of Section 8-5.8004, of Chapter 5 of Title 8 of the Yuba City Municipal Code relating to the development of accessory dwelling units and junior accessory dwelling units, and waive the second reading

11. The Ridge Estates Subdivision: Rezone (RZ) 25-01

Adopt **Ordinance 013-25** of the City Council of the City of Yuba City approving Rezone (RZ) 25-01 and rezoning Assessor's Parcels 63-010-136 and 137 from R-3X24 and C-OX24 to PD 21, on 20.76 acres located on the west side of El Margarita Road approximately 1,850 feet south of State Route 20 by title only and waive the second reading

12. Rezone (RZ) 24-05 and Planned Development 20, Elmer West Subdivision (TSM 24-05) located on the west side of Elmer Avenue (APN 17-065-008)

Adopt **Ordinance 014-25** of the City Council of the City of Yuba City approving Environmental Assessment (EA) 24-12 by adopting a Mitigated Negative Declaration prepared for RZ 24-05, Planned Development 20, and Tentative Subdivision Map 24-05, and rezoning Assessor's Parcels 017-065-008 from R-1-X20 to PD 20, located on the west side of Elmer Avenue, by title only and waive the second reading

13. Fire Prevention Ordinance and the adoption of the 2025 California Fire Code

Adopt **Ordinance 015-25** of the City Council of the City of Yuba City Repealing and Re-Enacting Chapter 5 of Title 4 Regarding Fire Prevention and the 2024 International Fire Code by title only, and waive the second reading

14. Appointment to Yuba-Sutter Regional Healthcare Government Relations Committee

Approve the Mayor's recommendation for the appointment of Wade Kirchner to the Yuba-Sutter Regional Healthcare Government Relations Committee effective January 1, 2026

15. Ratification of Monetary Contribution to Yuba-Sutter Foodbank

Ratify the emergency monetary contribution of \$15,000 to the Yuba-Sutter Food Bank to address local food shortages during the federal government shutdown

The motion was passed unanimously

Business Items

16. ABC Alcohol Policing Partnership (APP) Grant Program

Mayor Shaw opened a Public Hearing

No public comment

Mayor Shaw closed the Public Hearing

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

- A. Adopt **Resolution 25-127** authorizing the Chief of Police to accept \$30,000 in grant funding from the 2025/2026 Alcohol Policing Partnership (APP) Program and approve expenditure recommendations
- B. Authorize a supplemental appropriation in the amount of \$30,000 to Account No. 2140-61450

The motion was passed unanimously

17. Aquifer Storage and Recovery Well Project - Phase 2 (Award Contract)

Councilmember Cole moved and Councilmember Pasquale seconded the motion to:

Adopt **Resolution 25-128** which takes the following actions:

- A. Rejects the bid submitted by Syblon Reid as non-responsive for failure to comply with the minimum fifty percent (50%) self-performance requirement specified in Section 00100, 18.0 of the Contract Documents
- B. Awards a construction contract to W.M. Lyles Co. of Rocklin, CA in the amount of their total bid of \$5,304,500 for the Base Bid Schedule and authorizes the City Manager to execute the contract on behalf of the City, subject to review and

approval as to legal form by the City Attorney

- C. Awards a Professional Services Agreement to ICM Group, Inc. of Folsom, CA for Construction Management and Inspection Services during construction in the amount of \$229,937, subject to material terms, with the finding that it is in the best interest of the City
- D. Awards a Professional Services Agreement to The Solis Group of Pasadena, CA for Labor Compliance Services in the amount of \$47,300, subject to material terms, with the finding it's in the best interest of the City
- E. Authorizes the Finance Director to make supplemental appropriations and budget transfers totaling \$1,900,000 from Unallocated Water Funds, CIP Account No. 971098 (Capitalization Fund), and CIP Account No. 971224 (WTP Electrical & Instrumentation) to CIP Account No. 971320 (ASR System)

The motion was passed unanimously

18. Utilities Department Vacancy Staffing Request – Wastewater Collections Maintenance Worker I/II

Councilmember Kirchner moved and Mayor Shaw seconded the motion to:

Authorize the Interim Human Resources Director to fill the vacancy for a full-time permanent Wastewater Collections Maintenance Worker I/II in the Utilities Department

The motion was passed unanimously

19. Development Services Classification Updates

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

- A. Establishing a new Business Development Liaison classification and adding it to the First Level Managers bargaining unit;
- B. Changing the title of the existing Development Manager classification to Business Development Manager in the Mid-Managers unit;
- C. Amending the salary schedule to add Business Development Liaison and changing the title of Development Manager to Business Development Manager;
- D. Updating the authorized position resolution for Department No. 1910, Planning, to reflect the updated position title of Business Development Manager;
- E. Approving a recruitment to fill the full-time Business Development Manager authorized position with a regular, full-time appointment at either the Business Development Liaison or Business Development Manager level; and
- F. Authorizing the Interim City Manager and Interim Human Resources Director to execute side letter agreements to update the classification titles represented by the First Level Managers and Mid-Managers units

The motion was passed unanimously

20. Merriment Village, Supplemental Loan Agreement

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

Authorize the Mayor of the City of Yuba City to sign a Supplemental Loan Agreement between the City of Yuba City and Habitat for Humanity Yuba/Sutter, Inc. governing the disbursement of grant funds for Phase 1 (79 unit) Merriment Village Apartment project located at 428 North Walton Avenue, Assessor's Parcel 58-120-001, after a detailed construction budget is provided for Exhibit C, which is subject to approval as to form by the City Attorney

The motion was passed unanimously

21. Presentation of Budget Recap – First Quarter Ended September 30, 2025

No Council Action

Note & File First Quarter Budget Review for the period ending September 30, 2025

22. 2026 City Council Meeting Calendar

Mayor Shaw moved and Councilmember Kirchner seconded the motion to:

Approve the 2026 City Council Meeting Calendar with no cancelations, and provide for Special Workshops to be scheduled as needed

The motion was passed unanimously

Future Agenda Items

23. Future Agenda Items

No suggestions were made

Reports and Communications

24. City Manager's Report

25. City Council Reports

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

Adjournment

Mayor Shaw adjourned the Regular Meeting of the City Council at 8:12 PM

Dave Shaw, Mayor

ATTEST:

Ciara Wakefield, City Clerk

CITY OF YUBA CITY
STAFF REPORT

Date: December 2, 2025
To: Honorable Mayor & Members of the City Council;
From: Human Resources Department
Presentation By: Gina Rowland, Interim Human Resources Director

Summary

Subject: Approve Local 1 Side Letter
Recommendation: Authorize the Interim City Manager and Interim Human Resources Director to execute a side letter agreement with Local 1 to allow Park Maintenance Worker I employees to receive merit step increases within their existing salary range
Fiscal Impact: The estimated cost of merit step increases for two incumbent Parks Maintenance Workers I is less than \$2,700 for the remainder of FY2025/26. This amount will be absorbed within the existing and approved budgeted amounts for salaries and benefits in Department 5115, Parks Maintenance.

Purpose:

To enter into a side letter agreement with Local 1 to allow Park Maintenance Worker I employees to receive merit step increases within their existing salary range in accordance with the City's rules.

Council's Strategic Goal:

This item addresses the City Council's Strategic Goal of Fiscal Responsibility in that it is correcting an inequity and advancing the City's goal of operating in a responsive manner.

Background:

In July 2019, the City eliminated the Groundskeeper classification and reclassified all incumbent Groundskeepers to the Parks Maintenance Worker I classification. The class specification for Parks Maintenance Worker I requires an employee to obtain a California Class B driver's license within one year from the date of appointment. Previously, the Groundskeeper class did not require incumbents to possess a Class B driver's license. Two employees who did not possess a Class B license were "grandfathered" and placed into a Parks Maintenance Worker I(a) subclass that had only one salary step, Step 1.

In June 2022, the City entered into a side letter agreement with Local 1 to move the two incumbent employees from the Parks Maintenance Worker I(a) subclass to the regular Parks Maintenance Worker I class with language in the Memorandum of Understanding, Section 4.5, that stated an employee in the Parks Maintenance Worker I classification may not advance past Step 1 unless the employee has

both passed probation and obtained a California Class B driver's license.

Section 1.11.C of the City's Personnel Rules and Regulations provide that a new employee hired at Step 1 in the salary range is eligible for a merit step increase after satisfactory completion of 13 pay periods, or six months. In addition to continuing to freeze the salary of the two incumbent employees for nearly six years to date, the language in the side letter agreement also negatively impacts new hires by restricting their eligibility for a merit step increase at six months, like all other new hires with the City.

Analysis:

Earlier this year, the Community Services Director reached out to Human Resources with a request to consider removing Section 4.5 of the MOU in order to allow all employees appointed to the Parks Maintenance Worker I class to be eligible to receive merit step increases within the assigned salary range in accordance with the City's Rules and Regulation regardless of whether the employee possesses a Class B driver's license. The Local 1 bargaining unit was also in favor of making this change, both in fairness to new employees hired at Step 1 of the salary range and to the employees who were "grandfathered" into the new class six years ago but have been unable to advance past Step 1 of the salary range all this time.

Human Resources supports the removal of Section 4.5 from the MOU between the City and Local 1, and recommends the City Council authorize the Interim City Manager and Interim Human Resources Director to execute a side letter agreement with Local 1 to allow Park Maintenance Worker I employees to receive merit step increases within their existing salary range. The incumbent employees would continue to be "grandfathered" as Parks Maintenance Workers I, and would not be eligible to promote to a Parks Maintenance Worker II until they have obtained a Class B driver's license and have demonstrated satisfactory work performance in the full range of duties for their class.

Fiscal Impact:

The estimated cost of merit step increases for two incumbent Parks Maintenance Workers I is less than \$2,700 for the remainder of FY2025/26. This amount will be absorbed within the existing and approved budgeted amounts for salaries and benefits in Department 5115, Parks Maintenance.

Alternatives:

The City Council could choose to not approve staff's recommendation.

Recommendation:

Authorize the Interim City Manager and Interim Human Resources Director to execute a side letter agreement with Local 1 to allow Park Maintenance Worker I employees to receive merit step increases within their existing salary range.

Attachments:

1. Side Letter

Prepared By:
Gina Rowland
Interim Human Resources Director

Submitted By:
Robert Bendorf
Interim City Manager

ATTACHMENT 1

The City of Yuba City and the Public Employees' Union, Local 1/AFSCME 57
Side Letter of Agreement to the
February 10, 2024 through June 26, 2026 MOU

The City of Yuba City ("City") and the Public Employees' Union, Local 1/AFSCME 57, on behalf of its bargaining unit employees ("Local 1"), have met and conferred in good faith pursuant to the requirements of the Meyers-Milias-Brown Act with respect to this side letter amending their current Memorandum of Understanding ("MOU"), with a current term that runs to June 26, 2026, as set forth below. This side letter to the MOU describes the Parties' full and complete agreement with respect to salary step advancement by employees appointed to the Park Maintenance Worker I position.

The purpose of this Side Letter is to amend the MOU by removing Section 4.5 "Park Maintenance Worker" in its entirety. Accordingly, the following language will be removed from the MOU:

Article 4.5 Park Maintenance Worker I

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

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

Date: _____

CITY OF YUBA CITY

Robert Bendorf, Interim City Manager

Gina Rowland, Interim Human Resources Director

Date: 11/18/2025

Date: _____

Local 1

Ron Slaven
Ron Slaven (Nov 20, 2025 13:42:55 PST)

Ron Slaven, Business Representative

Joseph Santanna
Joseph Santanna (Nov 18, 2025 10:54:51 PST)

Joseph Santanna, President

Ashley Whitmore

Ashley Whitmore, Secretary

Rafael Mendoza
Rafael Mendoza (Nov 18, 2025 11:25:17 PST)

Rafael Mendoza, Treasurer

Maddy Laffond
Maddy Laffond (Nov 18, 2025 10:07:30 PST)

Maddy Laffond, Shop Steward

CITY OF YUBA CITY
STAFF REPORT

Date: December 2, 2025
To: Honorable Mayor & Members of the City Council;
From: Human Resources Department
Presentation By: Gina Rowland, Interim Human Resources Director

Summary

Subject: Salary Schedule Updates

Recommendation: Adopt a Resolution to amend the City's salary schedule to:

- A. Comply with the new California wage requirements to increase minimum wage to \$16.90 effective at the start of the pay period on December 27, 2025
- B. Approve the adjustments to the Recreation Supervisor I/II and III classifications to comply with CA LC 515 effective at the start of the pay period on December 27, 2025
- C. Retitle the POA classifications of Police Records Clerk and Public Safety Dispatcher II and Public Safety Dispatcher III
- D. Retitle Park Maintenance Worker III to Senior Park Maintenance Worker, and Parks and Grounds Superintendent to Park Maintenance Superintendent

Fiscal Impact: There is no fiscal impact for the title changes to the classification series' for Police Records, Public Safety Dispatcher or Park Maintenance. California minimum wage rate increase will be \$0.40 per classification impacted. There is no orderly way to approximate a dollar amount for the City due to inconsistent staffing and hours worked by the part-time positions. The fiscal impact of the increase to the Recreation Supervisor series is estimated to be \$3,890 for the remainder of FY2025/26.

Purpose:

To comply with California minimum wage requirements effective January 1, 2026 and California's Labor Code 515. To update the salary schedule for title changes of the existing Police Records Clerk, Public Safety Dispatcher, and Park Maintenance series.

Council's Strategic Goal:

Complying with the California minimum wage and California Labor Code 515 requirements addresses the City Council's Strategic Goal of Fiscal Responsibility. The title changes for the Police department also address the City Council's Strategic Goal of public safety.

Background:

California Minimum Wage Increase:

Labor Code section 1182.12 (c) requires the State of California Director of Finance to annually calculate an adjusted minimum wage that takes effect on January 1st following the calculation. As a result of this year's calculation, the minimum wage shall increase by 2.49% to \$16.90 per hour and shall be implemented for all employers on January 1, 2026.

California Labor Code Section 515:

The California Labor Code Section 515 addresses administrative exemption which is an exception to California's overtime law and applies to exempt administrative employees. Exempt employees within this category can earn no less than double California's minimum wage for full-time employment under California Labor Code 515.

With the California minimum wage increase beginning January 1, 2026 from \$16.50 to \$16.90 per hour, the Recreation Supervisor I, step 1, hourly rate should be increased to \$33.80 per hour to maintain the requirement of an hourly wage that is double California minimum wage.

Title Changes:

In FY 23/24, the City worked with consultants to update job descriptions city-wide. With the recommended changes, the Police Records Clerk classification will be retitled to Police Records Specialist. Recommendations also included changing the title of Park Maintenance Worker III to Senior Park Maintenance Worker, and Parks and Grounds Superintendent to Park Maintenance Superintendent. The title changes better reflect the duties in the updated classification specifications.

The current Public Safety Dispatcher series consists of three levels that are not flexibly staffed: the Public Safety Dispatcher I, Public Safety Dispatcher II and Public Safety Dispatcher III. The Public Safety Dispatcher I job classification is no longer in use but remains on the salary schedule. The Public Safety Dispatcher II classification is the current entry-level classification for the series. The Public Safety Dispatcher III represents the highest level of the series in which incumbents are expected to perform as lead workers. Therefore, the retitle of this class spec will represent this level as the Senior Public Safety Dispatcher.

Analysis:

California Minimum Wage Increase:

The California minimum wage increase is effective January 1, 2026 and will increase from \$16.50 to \$16.90 per hour. To be in compliance with state law, an increase to a classification to the Part-Time, Extra Help, Limited Term, and At-Will Contract salary schedule is required.

The \$0.40 increase will affect the part-time titles of Police Cadet, Reserve Police Officer (Level II) and Recreation Worker including its subclassifications. The Recreation Worker subclassification salary steps are adjusted to preserve the existing percentage separation between the subclassifications: Recreation Leader, Recreation Specialist, and Lifeguard/Instructor. Finally, any future Limited Term employees will also have to be paid at least at the new minimum wage level, although currently no Limited Term classification is affected.

The following job classification and subclassifications will be impacted:

1. Police Cadet
2. Reserve Police Officer (Level II)
3. Recreation Worker - subclassifications
 - a. Recreation Leader I
 - b. Recreation Leader II
 - c. Recreation Leader III
 - d. Recreation Specialist I

- e. Recreation Specialist II
- f. Lifeguard/Instructor I
- g. Lifeguard/Instructor II

California Labor Code Section 515:

The California minimum wage increases to \$16.90 per hour effective January 1, 2026. Employees within the administrative exemption identified in California Labor Code 515, can earn no less than double California's minimum wage for full-time employment. The only exempt classification impacted by the wage increase is Recreation Supervisor. To be in compliance with the Labor Code, an increase to the Recreation Supervisor I classification to \$33.80 will be effective December 27, 2025, which is the first day of the pay period that includes January 1, 2026.

The remaining salary steps in the Recreation Supervisor I are increased to maintain a 2.5% (9-step schedule) or 5% (5-step schedule) salary step separation. Additionally, the Recreation Supervisor II and III classifications salary steps are adjusted to preserve the existing percentage separation between the classifications.

Title Changes:

Department and bargaining unit representatives reviewed and approved of the updates made to the classification specifications for the Police Records Clerk, Public Safety Dispatcher and Park Maintenance Worker series. With the recommended changes by the consultants, Gallagher, the Police Records Clerk classification will be retitled to Police Records Specialist. The Public Safety Dispatcher I will be removed from the salary schedule, the Public Safety Dispatcher II will be retitled to Public Safety Dispatcher, and Public Safety Dispatcher III will be retitled to Senior Public Safety Dispatcher. In addition, Park Maintenance Worker III will be retitled to Senior Park Maintenance Worker and Parks and Grounds Superintendent will be retitled to Park Maintenance Superintendent.

Fiscal Impact:

There is no fiscal impact for the title changes to the classification series' for Police Records, Public Safety Dispatcher or Park Maintenance. California minimum wage rate increase of \$0.40 per classification impacted. There is no orderly way to approximate a dollar amount for the City due to inconsistent staffing and hours worked by the part-time positions. The fiscal impact of the increase to the Recreation Supervisor series is estimated to be \$3,890 for the remainder of FY2025/26.

Alternatives:

1. Do not approve the Resolution to increase minimum wage and the Recreation Supervisor classification series. If not adopted, the City will be in violation of state law.
2. Do not approve the Resolution to retitle the Police Records Clerk, Public Safety Dispatcher, and Park Maintenance series.

Recommendation:

Adopt a Resolution to amend the City's salary schedule to:

- A. Comply with the new California wage requirements to increase minimum wage to \$16.90 effective at the start of the pay period on December 27, 2025.
- B. Approve the adjustments to the Recreation Supervisor I/II and III classifications to comply with CA LC 515 effective at the start of the pay period on December 27, 2025.
- C. Retitle the POA classifications of Police Records Clerk and Public Safety Dispatcher II and Public Safety Dispatcher III.
- D. Retitle Park Maintenance Worker III to Senior Park Maintenance Worker, and Parks and Grounds Superintendent to Park Maintenance Superintendent.

Attachments:

1. Resolution
2. Salary Schedules

Prepared By:

Aricka Espinoza
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 THE ADJUSTMENT OF THE SALARY SCHEDULE TO IMPLEMENT
THE NEW CALIFORNIA MINIMUM WAGE REQUIREMENT IN 2026
AND COMPLY WITH CALIFORNIA LC 515 AND AMEND THE TITLES
OF POLICE RECORDS CLERK, PUBLIC SAFETY DISPATCHER, AND
PARK MAINTENANCE SERIES**

WHEREAS, it is the City's responsibility to provide fair wages;

WHEREAS, the City complies with all mandatory Federal and State wage requirements;
and

WHEREAS, the California minimum wage will increase on January 1, 2026 to \$16.90 per hour;

WHEREAS, the California Labor Code 515 requires exempt administrative employees earn no less than double minimum wage;

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

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

- A. Approve the adjustment to the City's salary schedule and implement the new California minimum wage requirement of \$16.90 hourly, effective at the beginning of the pay period on December 27, 2025. This adjustment affects the Reserve Police Officer (Level II), Police Cadet, and Recreation Worker classification including its subclassifications, as depicted on the attached new salary schedule.
- B. Approve the adjustments to the City's salary schedule for the Recreation Supervisor I/II and III classifications to comply with California Labor Code 515:
 - Recreation Supervisor I, step 1, shall be adjusted to at least double the minimum wage to \$33.80 per hour effective January 1, 2026;
 - The remaining Recreation Supervisor I steps shall be adjusted to maintain either the 2.5% or 5% salary step separation;
 - Recreation Supervisor II and III steps shall be adjusted to remain at the existing percentage separation gaps.
- C. Approve the title changes for Police Records Clerk to Police Records Specialist, Public Safety Dispatcher II to Public Safety Dispatcher, and Public Dispatcher III to Senior Public Safety Dispatcher
 - The existing Public Safety Dispatcher I will be removed from the salary schedule.

- D. Approve the title changes for Park Maintenance Worker III to Senior Park Maintenance Worker, and Parks and Grounds Superintendent to Park Maintenance Superintendent.

The Director of Finance is hereby authorized to modify the publicly available compensation schedule and to make the necessary budget adjustments to implement the provisions of this resolution.

The forgoing Resolution of the City Council of the City of Yuba City was duly introduced, passed and adopted at a regular meeting thereof held on the 2nd day of December 2025.

AYES:

NOES:

ABSENT:

ATTEST:

Dave Shaw, Mayor

Ciara Wakefield, Deputy City Clerk

Approved as to form:

Ian B. Sangster
Kronick, Special Counsel

EXHIBIT A

CITY OF YUBA CITY
SALARY SCHEDULE AND GENERAL COMPENSATION PLAN
EFFECTIVE DECEMBER 27, 2025

First Level Management - EMPLOYEES HIRED PRIOR TO NOVEMBER 25, 2017

JCN	CLASSIFICATION	Bargaining Group	SALARY STEPS					
			1	2	3	4	5	
6069	ACCOUNTANT - SENIOR	FLM	6,394	6,714	7,050	7,403	7,773	Monthly
			36.89	38.73	40.67	42.71	44.84	Hourly
6060	ADMINISTRATIVE ANALYST II	FLM	6,750	7,087	7,441	7,813	8,203	Monthly
			38.94	40.89	42.93	45.08	47.33	Hourly
6015	ANIMAL SHELTER SUPERVISOR	FLM	5,042	5,294	5,559	5,837	6,129	Monthly
			29.09	30.54	32.07	33.68	35.36	Hourly
6215	BUSINESS DEVELOPMENT LIAISON	FLM	6,950	7,298	7,663	8,046	8,448	Monthly
			40.10	42.10	44.21	46.42	48.74	Hourly
6090	CONSTRUCTION INSPECTOR-SENIOR	FLM	6,708	7,043	7,395	7,765	8,153	Monthly
			38.70	40.63	42.66	44.80	47.04	Hourly
6063	CUSTOMER SERVICE MANAGER	FLM	6,528	6,854	7,197	7,557	7,936	Monthly
			37.66	39.54	41.52	43.60	45.79	Hourly
6220	ELECTRICAL/INSTRUMENTATION SUPERVISOR	FLM	8,164	8,572	9,001	9,451	9,923	Monthly
			47.10	49.45	51.93	54.53	57.25	Hourly
6120	ENGINEER - ASSOCIATE CIVIL	FLM	8,130	8,537	8,964	9,412	9,883	Monthly
			46.90	49.25	51.72	54.30	57.02	Hourly
6225	ENVIRONMENTAL COMPLIANCE COORDINATOR	FLM	6,937	7,284	7,648	8,030	8,431	Monthly
			40.02	42.02	44.12	46.33	48.64	Hourly
6042	FACILITIES MAINTENANCE SUPERVISOR	FLM	6,025	6,326	6,642	6,974	7,322	Monthly
			34.76	36.50	38.32	40.23	42.24	Hourly
6050	FLEET MAINTENANCE SUPERVISOR	FLM	6,051	6,354	6,672	7,006	7,357	Monthly
			34.91	36.66	38.49	40.42	42.44	Hourly
6064*	INFORMATION TECHNOLOGY ANALYST	FLM	7,150	7,508	7,883	8,277	8,689	Monthly

			41.25	43.32	45.48	47.75	50.13	Hourly
6142*	INFORMATION TECHNOLOGY ANALYST SENIOR	FLM	7,864	8,257	8,670	9,103	9,558	Monthly
			45.37	47.64	50.02	52.52	55.14	Hourly
6085	LABORATORY SUPERVISOR	FLM	7,061	7,414	7,785	8,174	8,582	Monthly
			40.74	42.77	44.91	47.16	49.51	Hourly
6040	MAINTENANCE SUPERVISOR-STREETS	FLM	6,025	6,326	6,642	6,974	7,322	Monthly
			34.76	36.50	38.32	40.23	42.24	Hourly
6043	PARKS MAINTENANCE SUPERVISOR	FLM	6,025	6,326	6,642	6,974	7,322	Monthly
			34.76	36.50	38.32	40.23	42.24	Hourly
6061	PLANNER-ASSOCIATE	FLM	6,619	6,950	7,298	7,663	8,046	Monthly
			38.19	40.10	42.10	44.21	46.42	Hourly
6065	PLANT MAINTENANCE SUPERVISOR	FLM	8,492	8,917	9,363	9,831	10,324	Monthly
			48.99	51.44	54.02	56.72	59.56	Hourly
6030*	RECREATION SUPERVISOR I	FLM	5,859	6,152	6,460	6,783	7,122	Monthly
			33.80	35.49	37.27	39.13	41.09	Hourly
6045*	RECREATION SUPERVISOR II	FLM	6,446	6,768	7,106	7,461	7,834	Monthly
			37.19	39.05	41.00	43.04	45.20	Hourly
6046*	RECREATION SUPERVISOR III	FLM	7,090	7,444	7,816	8,207	8,617	Monthly
			40.90	42.95	45.09	47.35	49.72	Hourly
6210	WASTEWATER COLLECTIONS SUPERVISOR	FLM	6,816	7,157	7,515	7,891	8,285	Monthly
			39.32	41.29	43.36	45.53	47.80	Hourly
6096	WASTEWATER TRT FACILITY CHIEF OPERATOR	FLM	8,648	9,080	9,534	10,011	10,511	Monthly
			49.89	52.38	55.00	57.76	60.64	Hourly
6111	WASTEWATER TRT FACILITY SUPERVISOR	FLM	9,512	9,988	10,487	11,011	11,563	Monthly
			54.88	57.62	60.50	63.53	66.71	Hourly
6041	WATER DISTRIBUTION SUPERVISOR	FLM	7,730	8,116	8,522	8,948	9,396	Monthly
			44.60	46.82	49.17	51.62	54.21	Hourly
6160	WATER TREATMENT FACILITY CHIEF OPERATOR	FLM	8,648	9,080	9,534	10,011	10,511	Monthly
			49.89	52.38	55.00	57.76	60.64	Hourly

6110	WATER TREATMENT FACILITY SUPERVISOR	FLM	9,512	9,988	10,487	11,011	11,563	Monthly
			54.88	57.62	60.50	63.53	66.71	Hourly

Pensionable Compensation for New Members (PEPRA)

MOU Article 1.4 - Bilingual Pay - effective November 18, 2023

Employees who are proficient in speaking a foreign language, as determined by the City receive bilingual pay in the amount of 1.4% of the base rate of pay

MOU Article 14.7 - Shift Differential

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

MOU Article 14.1 - Water Certificate Pay

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

Certificate Pay

Employees in the Parks Division who possess a Qualified Pesticide Applicator's Certificate will receive 1.5% of their base rate of pay.

Employees in the Parks Division who possess a Pool Operations Certificate will receive 1.5% of their base rate of pay

Employees in the Community Services Department who possess a Certified Playground Safety Inspector Certificate will receive 1.5% of their base rate of pay

Employees in the following divisions: Water Distribution, Wastewater Collections, Utilities, Fleet, Streets, Parks Maintenance, and Recreation who drive the bus and possess a valid California Driver's License with a passenger endorsement receive Special Class Driver's License Pay of one and a half percent (1.5%) of their base rate of pay

* Indicates classifications which are not eligible for overtime compensation and are exempt from the Fair Labor Standards Act (FLSA).

EMPLOYEE BARGAINING GROUPS

CON - Confidential

PUE, Local #1 - General Employees

DH - Department Head

MM - Middle Manager

FM - Fire Management

FLM - 1st Level Manager

PD - Police Department

FIRE - Fire Department

PSMM - Police Sworn Mid Manager

PS - Police Sergeant

CITY OF YUBA CITY
SALARY SCHEDULE AND GENERAL COMPENSATION PLAN
EFFECTIVE DECEMBER 27, 2025

First Level Management - EMPLOYEES HIRED ON OR AFTER NOVEMBER 25, 2017

JCN	CLASSIFICATION	Bargaining Group	SALARY STEPS									
			1	2	3	4	5	6	7	8	9	
6469	ACCOUNTANT - SENIOR	FLM	6,394	6,554	6,714	6,882	7,050	7,227	7,403	7,588	7,773	Monthly
			36.89	37.81	38.73	39.70	40.67	41.69	42.71	43.78	44.84	Hourly
6460	ADMINISTRATIVE ANALYST II	FLM	6,750	6,919	7,087	7,264	7,441	7,627	7,813	8,007	8,203	Monthly
			38.94	39.92	40.89	41.91	42.93	44.00	45.08	46.19	47.33	Hourly
6415	ANIMAL SHELTER SUPERVISOR	FLM	5,042	5,168	5,294	5,427	5,559	5,698	5,837	5,983	6,129	Monthly
			29.09	29.82	30.54	31.31	32.07	32.87	33.68	34.52	35.36	Hourly
6515	BUSINESS DEVELOPMENT LIAISON	FLM	6,950	7,124	7,298	7,481	7,663	7,855	8,046	8,247	8,448	Monthly
			40.10	41.10	42.10	43.16	44.21	45.32	46.42	47.58	48.74	Hourly
6490	CONSTRUCTION INSPECTOR-SENIOR	FLM	6,708	6,876	7,043	7,219	7,395	7,580	7,765	7,958	8,153	Monthly
			38.70	39.67	40.63	41.65	42.66	43.73	44.80	45.91	47.04	Hourly
6463	CUSTOMER SERVICE MANAGER	FLM	6,528	6,691	6,854	7,026	7,197	7,377	7,557	7,746	7,936	Monthly
			37.66	38.60	39.54	40.53	41.52	42.56	43.60	44.69	45.79	Hourly
6420	ELECTRICAL/INSTRUMENTATION SUPERVISOR	FLM	8,164	8,368	8,572	8,787	9,001	9,226	9,451	9,688	9,923	Monthly
			47.10	48.28	49.45	50.69	51.93	53.23	54.53	55.89	57.25	Hourly
6520	ENGINEER - ASSOCIATE CIVIL	FLM	8,130	8,334	8,537	8,751	8,964	9,188	9,412	9,648	9,883	Monthly
			46.90	48.08	49.25	50.49	51.72	53.01	54.30	55.66	57.02	Hourly
6425	ENVIRONMENTAL COMPLIANCE COORDINATOR	FLM	6,937	7,111	7,284	7,466	7,648	7,839	8,030	8,230	8,431	Monthly
			40.02	41.03	42.02	43.07	44.12	45.23	46.33	47.48	48.64	Hourly
6442	FACILITIES MAINTENANCE SUPERVISOR	FLM	6,025	6,176	6,326	6,484	6,642	6,808	6,974	7,148	7,322	Monthly
			34.76	35.63	36.50	37.41	38.32	39.28	40.23	41.24	42.24	Hourly
6450	FLEET MAINTENANCE SUPERVISOR	FLM	6,051	6,203	6,354	6,513	6,672	6,839	7,006	7,180	7,357	Monthly
			34.91	35.79	36.66	37.58	38.49	39.46	40.42	41.42	42.44	Hourly
6464*	INFORMATION TECHNOLOGY ANALYST	FLM	7,150	7,329	7,508	7,696	7,883	8,080	8,277	8,483	8,689	Monthly
			41.25	42.28	43.32	44.40	45.48	46.62	47.75	48.94	50.13	Hourly
6542	INFORMATION TECHNOLOGY ANALYST SENIOR	FLM	7,864	8,061	8,257	8,464	8,670	8,887	9,103	9,331	9,558	Monthly
			45.37	46.51	47.64	48.83	50.02	51.27	52.52	53.83	55.14	Hourly

6485	LABORATORY SUPERVISOR	FLM	7,061	7,238	7,414	7,600	7,785	7,980	8,174	8,378	8,582	Monthly
			40.74	41.76	42.77	43.85	44.91	46.04	47.16	48.33	49.51	Hourly
6440	MAINTENANCE SUPERVISOR-STREETS	FLM	6,025	6,176	6,326	6,484	6,642	6,808	6,974	7,148	7,322	Monthly
			34.76	35.63	36.50	37.41	38.32	39.28	40.23	41.24	42.24	Hourly
6443	PARKS MAINTENANCE SUPERVISOR	FLM	6,025	6,176	6,326	6,484	6,642	6,808	6,974	7,148	7,322	Monthly
			34.76	35.63	36.50	37.41	38.32	39.28	40.23	41.24	42.24	Hourly
6461	PLANNER-ASSOCIATE	FLM	6,619	6,785	6,950	7,124	7,298	7,481	7,663	7,854	8,046	Monthly
			38.19	39.14	40.10	41.10	42.10	43.16	44.21	45.31	46.42	Hourly
6465	PLANT MAINTENANCE SUPERVISOR	FLM	8,492	8,705	8,917	9,140	9,363	9,597	9,831	10,076	10,324	Monthly
			48.99	50.22	51.44	52.73	54.02	55.37	56.72	58.13	59.56	Hourly
6430	RECREATION SUPERVISOR I	FLM	5,859	6,006	6,152	6,306	6,460	6,622	6,783	6,952	7,122	Monthly
			33.80	34.65	35.49	36.38	37.27	38.20	39.13	40.11	41.09	Hourly
6445	RECREATION SUPERVISOR II	FLM	6,446	6,607	6,768	6,937	7,106	7,284	7,461	7,648	7,834	Monthly
			37.19	38.12	39.05	40.02	41.00	42.02	43.04	44.12	45.20	Hourly
6446	RECREATION SUPERVISOR III	FLM	7,090	7,267	7,444	7,630	7,816	8,012	8,207	8,412	8,617	Monthly
			40.90	41.93	42.95	44.02	45.09	46.22	47.35	48.53	49.72	Hourly
6610	WASTEWATER COLLECTIONS SUPERVISOR	FLM	6,816	6,987	7,157	7,336	7,515	7,703	7,891	8,088	8,285	Monthly
			39.32	40.31	41.29	42.32	43.36	44.44	45.53	46.66	47.80	Hourly
6496	WASTEWATER TRT FACILITY CHIEF OPERATOR	FLM	8,648	8,864	9,080	9,307	9,534	9,773	10,011	10,260	10,511	Monthly
			49.89	51.14	52.38	53.69	55.00	56.38	57.76	59.19	60.64	Hourly
6511	WASTEWATER TRT FACILITY SUPERVISOR	FLM	9,512	9,750	9,988	10,238	10,487	10,749	11,011	11,286	11,563	Monthly
			54.88	56.25	57.62	59.07	60.50	62.01	63.53	65.11	66.71	Hourly
6441	WATER DISTRIBUTION SUPERVISOR	FLM	7,730	7,923	8,116	8,319	8,522	8,735	8,948	9,172	9,396	Monthly
			44.60	45.71	46.82	47.99	49.17	50.39	51.62	52.92	54.21	Hourly
6560	WATER TREATMENT FACILITY CHIEF OPERATOR	FLM	8,648	8,864	9,080	9,307	9,534	9,773	10,011	10,260	10,511	Monthly
			49.89	51.14	52.38	53.69	55.00	56.38	57.76	59.19	60.64	Hourly
6510	WATER TREATMENT FACILITY SUPERVISOR	FLM	9,512	9,750	9,988	10,238	10,487	10,749	11,011	11,286	11,563	Monthly
			54.88	56.25	57.62	59.07	60.50	62.01	63.53	65.11	66.71	Hourly

Pensionable Compensation for New Members (PEPRA)

MOU Article 1.4 - Bilingual Pay - effective November 18, 2023

Employees who are proficient in speaking a foreign language, as determined by the City receive bilingual pay in the amount of 1.4% of the base rate of pay

MOU Article 14.7 - Shift Differential

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

MOU Article 14.1 - Water Certificate Pay

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

Certificate Pay

Employees in the Parks Division who possess a Qualified Pesticide Applicator's Certificate will receive 1.5% of their base rate of pay.

Employees in the Parks Division who possess a Pool Operations Certificate will receive 1.5% of their base rate of pay

Employees in the Community Services Department who possess a Certified Playground Safety Inspector Certificate will receive 1.5% of their base rate of pay

Employees in the following divisions: Water Distribution, Wastewater Collections, Utilities, Fleet, Streets, Parks Maintenance, and Recreation who drive the bus and possess a valid California Driver's License with a passenger endorsement receive Special Class Driver's License Pay of one and a half percent (1.5%) of their base rate of pay

* Indicates classifications which are not eligible for overtime compensation and are exempt from the Fair Labor Standards Act (FLSA).

EMPLOYEE BARGAINING GROUPS

CON - Confidential

PUE, Local #1 - General Employees

DH - Department Head

MM - Middle Manager

FM - Fire Management

FLM - 1st Level Manager

PD - Police Department

FIRE - Fire Department

PSMM - Police Sworn Mid Manager

PS - Police Sergeant

**CITY OF YUBA CITY
SALARY SCHEDULE AND GENERAL COMPENSATION PLAN
EFFECTIVE DECEMBER 27, 2025**

Mid Managers - EMPLOYEES HIRED PRIOR TO APRIL 28, 2018

CLASSIFICATION	Group	SALARY STEPS					
		1	2	3	4	5	
7165* ACCOUNTING MANAGER	MM	10,041	10,543	11,070	11,624	12,205	Monthly
		57.93	60.83	63.87	67.06	70.42	Hourly
7070* ADMINISTRATIVE ANALYST III	MM	7,761	8,149	8,556	8,984	9,433	Monthly
		44.78	47.01	49.36	51.83	54.42	Hourly
7125* ANIMAL SERVICES MANAGER	MM	8,600	9,030	9,481	9,955	10,452	Monthly
		49.62	52.10	54.70	57.43	60.30	Hourly
7025* BUSINESS DEVELOPMENT MANAGER	MM	8,372	8,791	9,231	9,693	10,178	Monthly
		48.30	50.72	53.26	55.92	58.72	Hourly
7112* CHIEF BUILDING OFFICIAL	MM	9,857	10,350	10,868	11,411	11,981	Monthly
		56.87	59.71	62.70	65.83	69.12	Hourly
7418* CITY CLERK ADMINISTRATOR	MM	9,434	9,906	10,401	10,921	11,467	Monthly
		54.43	57.15	60.01	63.01	66.16	Hourly
7114* CITY CLERK ADMINISTRATOR - RISK MANAGER	MM	10,142	10,649	11,181	11,740	12,327	Monthly
		58.51	61.44	64.51	67.73	71.11	Hourly
7175* DEPUTY P.W. DIRECTOR - ENGINEERING	MM	11,298	11,863	12,456	13,079	13,733	Monthly
		65.18	68.44	71.86	75.46	79.23	Hourly
7160* DEPUTY DIRECTOR - UTILITIES	MM	9,989	10,488	11,012	11,563	12,141	Monthly
		57.63	60.51	63.53	66.71	70.05	Hourly
7110* DIVISION FIRE CHIEF	MM	11,720	12,306	12,921	13,567	14,245	Monthly
		67.62	71.00	74.54	78.27	82.18	Hourly
7120* ENGINEER - SENIOR	MM	9,350	9,818	10,309	10,824	11,366	Monthly
		53.94	56.64	59.48	62.45	65.57	Hourly
7200* ENVIRONMENTAL COMPLIANCE MANAGER	MM	9,080	9,534	10,011	10,512	11,037	Monthly
		52.38	55.00	57.76	60.65	63.68	Hourly
7205* INFORMATION SECURITY ADMINISTRATOR	MM	9,043	9,495	9,970	10,469	10,992	Monthly
		52.17	54.78	57.52	60.40	63.42	Hourly
7105* INFORMATION TECHNOLOGY MANAGER	MM	10,018	10,519	11,045	11,597	12,177	Monthly
		57.80	60.69	63.72	66.91	70.25	Hourly

7043*	PARK MAINTENANCE MANAGER	MM	6,928 39.97	7,274 41.97	7,638 44.07	8,020 46.27	8,421 48.58	Monthly Hourly
7044*	PARK MAINTENANCE SUPERINTENDENT	MM	8,600 49.62	9,030 52.10	9,481 54.70	9,955 57.43	10,452 60.30	Monthly Hourly
7065*	PLANNER-SENIOR	MM	7,611 43.91	7,992 46.11	8,392 48.42	8,812 50.84	9,253 53.38	Monthly Hourly
7060*	PLANNING MANAGER	MM	9,415 54.32	9,886 57.03	10,380 59.88	10,899 62.88	11,444 66.02	Monthly Hourly
7085*	PROJECT MANAGER	MM	7,879 45.46	8,273 47.73	8,687 50.12	9,121 52.62	9,578 55.26	Monthly Hourly
7046*	RECREATION MANAGER	MM	8,062 46.51	8,465 48.84	8,888 51.28	9,332 53.84	9,799 56.53	Monthly Hourly
7015*	UTILITIES ADMINISTRATIVE MANAGER	MM	8,943 51.59	9,390 54.17	9,860 56.88	10,353 59.73	10,871 62.72	Monthly Hourly
7090*	UTILITIES MAINTENANCE SUPERINTENDENT	MM	9,071 52.33	9,525 54.95	10,001 57.70	10,501 60.58	11,026 63.61	Monthly Hourly

MOU Article 1.5 - Bilingual Pay - effective November 18, 2023

Employees who are proficient in speaking a foreign language, as determined by the City receive bilingual pay in the amount of 1.4% of the base rate of pay

Certificate Pay

Employees in the Parks Division who possess a Pool Operations Certificate will receive 1.5% of their base rate of pay

Employees in the Community Services Department who possess a Certified Playground Safety Inspector Certificate will receive 1.5% of their base rate of pay

Employees in the following divisions: Water Distribution, Wastewater Collections, Utilities, Fleet, Streets, Parks Maintenance, and Recreation who drive the bus and possess a valid California Driver's License with a passenger endorsement receive Special Class Driver's License Pay of one and a half percent (1.5%) of their base rate of pay

* Indicates classifications which are not eligible for overtime compensation and are exempt from the Fair Labor Standards Act (FLSA).

EMPLOYEE BARGAINING GROUPS

CON - Confidential

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**CITY OF YUBA CITY
SALARY SCHEDULE AND GENERAL COMPENSATION PLAN
EFFECTIVE DECEMBER 27, 2025**

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

CLASSIFICATION	Group	SALARY STEPS									
		1	2	3	4	5	6	7	8	9	
7565* ACCOUNTING MANAGER	MM	10,041 57.93	10,292 59.38	10,543 60.83	10,807 62.35	11,070 63.87	11,347 65.46	11,624 67.06	11,915 68.74	12,205 70.42	Monthly Hourly
7470* ADMINISTRATIVE ANALYST III	MM	7,761 44.78	7,955 45.89	8,149 47.01	8,353 48.19	8,556 49.36	8,770 50.60	8,984 51.83	9,209 53.13	9,433 54.42	Monthly Hourly
7525* ANIMAL SERVICES MANAGER	MM	8,600 49.62	8,815 50.86	9,030 52.10	9,256 53.40	9,481 54.70	9,718 56.07	9,955 57.43	10,204 58.87	10,452 60.30	Monthly Hourly
7425* BUSINESS DEVELOPMENT MANAGER	MM	8,372 48.30	8,582 49.51	8,791 50.72	9,011 51.99	9,231 53.26	9,462 54.59	9,693 55.92	9,936 57.32	10,178 58.72	Monthly Hourly
7512* CHIEF BUILDING OFFICIAL	MM	9,857 56.87	10,104 58.29	10,350 59.71	10,609 61.21	10,868 62.70	11,140 64.27	11,411 65.83	11,696 67.48	11,981 69.12	Monthly Hourly
7419* CITY CLERK ADMINISTRATOR	MM	9,434 54.43	9,670 55.79	9,906 57.15	10,154 58.58	10,401 60.01	10,661 61.51	10,921 63.01	11,194 64.58	11,467 66.16	Monthly Hourly
7414* CITY CLERK ADMINISTRATOR - RISK MANAGER	MM	10,142 58.51	10,396 59.98	10,649 61.44	10,915 62.97	11,181 64.51	11,461 66.12	11,740 67.73	12,033 69.42	12,327 71.11	Monthly Hourly
7575* DEPUTY P.W. DIRECTOR - ENGINEERING	MM	11,298 65.18	11,581 66.81	11,863 68.44	12,160 70.15	12,456 71.86	12,768 73.66	13,079 75.46	13,406 77.34	13,733 79.23	Monthly Hourly
7560* DEPUTY DIRECTOR - UTILITIES	MM	9,989 57.63	10,239 59.07	10,488 60.51	10,750 62.02	11,012 63.53	11,288 65.12	11,563 66.71	11,852 68.38	12,141 70.05	Monthly Hourly
7510* DIVISION FIRE CHIEF	MM	11,720 67.62	12,013 69.31	12,306 71.00	12,614 72.77	12,921 74.54	13,244 76.41	13,567 78.27	13,906 80.23	14,245 82.18	Monthly Hourly
7520* ENGINEER - SENIOR	MM	9,350 53.94	9,584 55.29	9,818 56.64	10,064 58.06	10,309 59.48	10,567 60.96	10,824 62.45	11,095 64.01	11,366 65.57	Monthly Hourly
7600* ENVIRONMENTAL COMPLIANCE MANAGER	MM	9,080 52.38	9,307 53.69	9,534 55.00	9,773 56.38	10,011 57.76	10,262 59.20	10,512 60.65	10,775 62.16	11,037 63.68	Monthly Hourly
7605* INFORMATION SECURITY ADMINISTRATOR	MM	9,043 52.17	9,269 53.48	9,495 54.78	9,733 56.15	9,970 57.52	10,220 58.96	10,469 60.40	10,731 61.91	10,992 63.42	Monthly Hourly
7505* INFORMATION TECHNOLOGY MANAGER	MM	10,018 57.80	10,269 59.24	10,519 60.69	10,782 62.20	11,045 63.72	11,321 65.31	11,597 66.91	11,887 68.58	12,177 70.25	Monthly Hourly

7443*	PARK MAINTENANCE MANAGER	MM	6,928	7,101	7,274	7,456	7,638	7,829	8,020	8,220	8,421	Monthly
			39.97	40.97	41.97	43.02	44.07	45.17	46.27	47.42	48.58	Hourly
7444*	PARK MAINTENANCE SUPERINTENDENT	MM	8,600	8,815	9,030	9,256	9,481	9,718	9,955	10,204	10,452	Monthly
			49.62	50.86	52.10	53.40	54.70	56.07	57.43	58.87	60.30	Hourly
7465*	PLANNER-SENIOR	MM	7,611	7,802	7,992	8,192	8,392	8,602	8,812	9,032	9,253	Monthly
			43.91	45.01	46.11	47.26	48.42	49.63	50.84	52.11	53.38	Hourly
7460*	PLANNING MANAGER	MM	9,415	9,651	9,886	10,133	10,380	10,640	10,899	11,172	11,444	Monthly
			54.32	55.68	57.03	58.46	59.88	61.38	62.88	64.45	66.02	Hourly
7485*	PROJECT MANAGER	MM	7,879	8,076	8,273	8,480	8,687	8,904	9,121	9,349	9,578	Monthly
			45.46	46.59	47.73	48.92	50.12	51.37	52.62	53.94	55.26	Hourly
7446*	RECREATION MANAGER	MM	8,062	8,264	8,465	8,677	8,888	9,110	9,332	9,565	9,799	Monthly
			46.51	47.68	48.84	50.06	51.28	52.56	53.84	55.18	56.53	Hourly
7415*	UTILITIES ADMINISTRATIVE MANAGER	MM	8,943	9,167	9,390	9,625	9,860	10,107	10,353	10,612	10,871	Monthly
			51.59	52.89	54.17	55.53	56.88	58.31	59.73	61.22	62.72	Hourly
7490*	UTILITIES MAINTENANCE SUPERINTENDENT	MM	9,071	9,298	9,525	9,763	10,001	10,251	10,501	10,764	11,026	Monthly
			52.33	53.64	54.95	56.33	57.70	59.14	60.58	62.10	63.61	Hourly

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EMPLOYEE BARGAINING GROUPS

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MM - Middle Manager

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FLM - 1st Level Manager

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PS - Police Sergeant

CITY OF YUBA CITY
SALARY SCHEDULE AND GENERAL COMPENSATION PLAN
EFFECTIVE DECEMBER 27, 2025

Part-Time, Extra Help, Limited Term, and At-Will Contract Employees

JCN	CLASSIFICATION	Bargaining Group	SALARY STEPS				
			1	2	3	4	5
0110*	Intern Worker		18.68	19.61	20.59	21.62	22.70
4002	Park Maintenance Worker (Temp)		22.23	23.35	24.51	25.74	27.02
4000	Public Works Maintenance Worker (Temp)		22.23	23.35	24.51	25.74	27.02
4125	Water/Wastewater Operator-in-Training		22.23	23.35	24.51	25.74	27.02
2030*	Reserve Police Officer (Level I) - see notes 1 & 2		20.83	—	—	—	—
2025*	Reserve Police Officer (Level Ia) - see notes 1,2&3		34.74	36.48	38.30	40.22	42.23
2020*	Reserve Police Officer (Level II) - see notes 1 & 2		16.90	—	—	—	—
0300*	Police Cadet		19.90	—	—	—	—
0200*	Recreation Worker		16.90		TO		50.00
	(Sub Classifications)						
*	Recreation Leader I		16.90	17.39	18.26		
*	Recreation Leader II		18.26	19.17	20.13		
*	Recreation Leader III		20.13	21.14	22.20		
*	Recreation Specialist I		16.90		TO		25.00
*	Recreation Specialist II		25.00		TO		50.00
*	Lifeguard/Instructor I		18.26	19.17	20.13	21.14	22.20
*	Lifeguard/Instructor II		22.20	23.31	24.48	25.70	26.99
4116	Veterinary Assistant		20.60	21.62	22.70	23.84	25.03
3410**	Fire Recruit		20.40	—	—	—	—
3310	Fire Recruit - 40 hour work week		28.56	—	—	—	—

**CITY OF YUBA CITY
SALARY SCHEDULE AND GENERAL COMPENSATION PLAN
EFFECTIVE DECEMBER 27, 2025**

Part-Time, Extra Help, Limited Term, and At-Will Contract Employees

- 1/ Reserves must serve an average of 16 hours per month per calendar year of reserve service.
 - 2/ City purchases safety equipment and uniforms (except for regular employees who receive a uniform allowance). Shirts, ties, hats, and badge only are purchased.
 - 3/ The Reserve Police Officer would only receive the higher pay after he/she has completed the Field Training Program.

 - * Indicates classifications which are not eligible for overtime compensation and are exempt from the Fair Labor Standards Act (FLSA).
 - ** Indicates classifications whose hourly rates are computed on the basis of an average 56 hour duty week.
- Effective date for minimum wage increases are based on the work date, not the pay date.

EMPLOYEE BARGAINING GROUPS

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

**CITY OF YUBA CITY
SALARY SCHEDULE AND GENERAL COMPENSATION PLAN
EFFECTIVE DECEMBER 27, 2025**

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

JCN	CLASSIFICATION	Bargaining Group	SALARY STEPS								
			1	2	3	4	5	6	7	8	9
4102	ACCOUNTANT I	PEU, Local 1	5,110	5,366	5,634	5,916	6,212		Monthly		
			29.48	30.96	32.50	34.13	35.84		Hourly		
4101	ACCOUNTANT II	PEU, Local 1	5,622	5,903	6,198	6,508	6,833		Monthly		
			32.43	34.06	35.76	37.55	39.42		Hourly		
4100	ACCOUNT CLERK-INTERMEDIATE	PEU, Local 1	3,909	4,104	4,309	4,524	4,752		Monthly		
			22.55	23.68	24.86	26.10	27.41		Hourly		
4162	ACCOUNT CLERK-SENIOR	PEU, Local 1	4,300	4,515	4,741	4,978	5,227		Monthly		
			24.81	26.05	27.35	28.72	30.15		Hourly		
4244	ADMINISTRATIVE ANALYST I	PEU, Local 1	5,854	6,147	6,454	6,777	7,116		Monthly		
			33.77	35.46	37.23	39.10	41.05		Hourly		
4020	ADMINISTRATIVE ASSISTANT	PEU, Local 1	4,543	4,770	5,009	5,259	5,522		Monthly		
			26.21	27.52	28.90	30.34	31.86		Hourly		
4040	ADMINISTRATIVE CLERK I	PEU, Local 1	3,277	3,441	3,613	3,794	3,983		Monthly		
			18.91	19.85	20.84	21.89	22.98		Hourly		
4060	ADMINISTRATIVE CLERK II	PEU, Local 1	3,605	3,785	3,974	4,173	4,382		Monthly		
			20.80	21.84	22.93	24.08	25.28		Hourly		
4085	ADMINISTRATIVE CLERK III	PEU, Local 1	3,966	4,164	4,372	4,591	4,821		Monthly		
			22.88	24.02	25.22	26.49	27.81		Hourly		
4090	ANIMAL SERVICES OFFICER I	PEU, Local 1	3,990	4,189	4,398	4,618	4,849		Monthly		
			23.02	24.17	25.37	26.64	27.97		Hourly		
4095	ANIMAL SERVICES OFFICER II	PEU, Local 1	4,373	4,592	4,822	5,063	5,316		Monthly		
			25.23	26.49	27.82	29.21	30.67		Hourly		
4270	BUILDING INSPECTOR I	PEU, Local 1	5,261	5,524	5,800	6,090	6,395		Monthly		
			30.35	31.87	33.46	35.13	36.89		Hourly		
4292	BUILDING INSPECTOR II	PEU, Local 1	6,050	6,352	6,670	7,003	7,353		Monthly		
			34.90	36.65	38.48	40.40	42.42		Hourly		

4062	BUILDING MAINTENANCE WORKER I	PEU, Local 1	4,264	4,477	4,701	4,936	5,183	Monthly
			24.60	25.83	27.12	28.48	29.90	Hourly
4121	BUILDING MAINTENANCE WORKER II	PEU, Local 1	4,661	4,894	5,139	5,396	5,666	Monthly
			26.89	28.23	29.65	31.13	32.69	Hourly
4290	CODE ENFORCEMENT OFFICER I	PEU, Local 1	4,889	5,133	5,390	5,659	5,942	Monthly
			28.21	29.61	31.10	32.65	34.28	Hourly
4285	CODE ENFORCEMENT OFFICER II	PEU, Local 1	5,377	5,646	5,928	6,224	6,536	Monthly
			31.02	32.57	34.20	35.91	37.71	Hourly
4115	COMMUNITY DEVELOPMENT TECH I	PEU, Local 1	4,440	4,662	4,895	5,140	5,397	Monthly
			25.62	26.90	28.24	29.65	31.13	Hourly
4144	COMMUNITY DEVELOPMENT TECH II	PEU, Local 1	4,883	5,127	5,383	5,652	5,934	Monthly
			28.17	29.58	31.06	32.61	34.24	Hourly
4243	CONSTRUCTION INSPECTOR	PEU, Local 1	5,819	6,110	6,415	6,736	7,072	Monthly
			33.57	35.25	37.01	38.86	40.80	Hourly
4050	CUSTODIAN I	PEU, Local 1	3,524	3,700	3,885	4,079	4,284	Monthly
			20.33	21.35	22.41	23.53	24.71	Hourly
4082	CUSTODIAN II	PEU, Local 1	3,876	4,070	4,273	4,487	4,712	Monthly
			22.36	23.48	24.65	25.89	27.19	Hourly
4081	CUSTODIAN - SENIOR	PEU, Local 1	4,264	4,477	4,701	4,936	5,183	Monthly
			24.60	25.83	27.12	28.48	29.90	Hourly
4030	CUSTOMER SERVICES REP I	PEU, Local 1	3,505	3,680	3,864	4,057	4,261	Monthly
			20.22	21.23	22.29	23.41	24.58	Hourly
4070	CUSTOMER SERVICES REP II	PEU, Local 1	3,840	4,032	4,234	4,446	4,668	Monthly
			22.15	23.26	24.43	25.65	26.93	Hourly
4161	CUSTOMER SERVICES REP.-SENIOR	PEU, Local 1	4,224	4,435	4,657	4,890	5,134	Monthly
			24.37	25.59	26.87	28.21	29.62	Hourly
4170	ELECTRICAL TECHNICIAN I	PEU, Local 1	5,852	6,145	6,452	6,775	7,113	Monthly
			33.76	35.45	37.22	39.09	41.04	Hourly
4265	ELECTRICAL TECHNICIAN II	PEU, Local 1	6,437	6,759	7,097	7,452	7,825	Monthly
			37.14	38.99	40.94	42.99	45.14	Hourly

4280	ELECTRICAL TECHNICIAN III	PEU, Local 1	7,081	7,435	7,807	8,197	8,607	Monthly
			40.85	42.89	45.04	47.29	49.66	Hourly
4300	ENGINEER - ASSISTANT	PEU, Local 1	6,412	6,733	7,070	7,423	7,793	Monthly
			36.99	38.84	40.79	42.83	44.96	Hourly
4215	ENGINEERING TECHNICIAN I	PEU, Local 1	4,987	5,236	5,498	5,773	6,062	Monthly
			28.77	30.21	31.72	33.31	34.97	Hourly
4250	ENGINEERING TECHNICIAN II	PEU, Local 1	5,391	5,661	5,944	6,241	6,553	Monthly
			31.10	32.66	34.29	36.01	37.81	Hourly
4295	ENGINEERING TECHNICIAN III	PEU, Local 1	6,210	6,520	6,846	7,188	7,547	Monthly
			35.83	37.62	39.50	41.47	43.54	Hourly
4590	ENVIRONMENTAL COMPLIANCE INSPECTOR	PEU, Local 1	5,770	6,058	6,361	6,679	7,013	Monthly
			33.29	34.95	36.70	38.53	40.46	Hourly
4036	FIELD CUSTOMER SERVICE REP I	PEU, Local 1	3,491	3,666	3,849	4,041	4,243	Monthly
			20.14	21.15	22.21	23.31	24.48	Hourly
4083	FIELD CUSTOMER SERVICE REP II	PEU, Local 1	3,840	4,032	4,234	4,446	4,668	Monthly
			22.15	23.26	24.43	25.65	26.93	Hourly
4219	FLEET MAINTENANCE MECHANIC I	PEU, Local 1	4,318	4,534	4,761	4,999	5,249	Monthly
			24.91	26.16	27.47	28.84	30.28	Hourly
4220	FLEET MAINTENANCE MECHANIC II	PEU, Local 1	4,750	4,988	5,237	5,499	5,774	Monthly
			27.40	28.78	30.21	31.73	33.31	Hourly
4225	FLEET MAINTENANCE MECHANIC-SENIOR	PEU, Local 1	5,226	5,487	5,761	6,049	6,351	Monthly
			30.15	31.66	33.24	34.90	36.64	Hourly
4246	INFORMATION SYSTEMS TECHNICIAN	PEU, Local 1	5,448	5,720	6,006	6,306	6,622	Monthly
			31.43	33.00	34.65	36.38	38.20	Hourly
4260	INFORMATION SYSTEMS TECHNICIAN II	PEU, Local 1	5,994	6,294	6,609	6,939	7,286	Monthly
			34.58	36.31	38.13	40.03	42.03	Hourly
4281	INSTRUMENTATION TECHNICIAN I	PEU, Local 1	5,853	6,146	6,453	6,776	7,114	Monthly
			33.77	35.46	37.23	39.09	41.04	Hourly
4282	INSTRUMENTATION TECHNICIAN II	PEU, Local 1	6,437	6,759	7,097	7,452	7,825	Monthly
			37.14	38.99	40.94	42.99	45.14	Hourly

4283	INSTRUMENTATION TECHNICIAN III	PEU, Local 1	7,081	7,435	7,807	8,197	8,607	Monthly
			40.85	42.89	45.04	47.29	49.66	Hourly
4110	KENNEL ATTENDANT I	PEU, Local 1	3,614	3,795	3,985	4,184	4,393	Monthly
			20.85	21.89	22.99	24.14	25.35	Hourly
4111	KENNEL ATTENDANT II	PEU, Local 1	3,975	4,174	4,383	4,602	4,833	Monthly
			22.93	24.08	25.29	26.55	27.88	Hourly
4530	LABORATORY ANALYST I	PEU, Local 1	5,567	5,845	6,137	6,444	6,768	Monthly
			32.12	33.72	35.41	37.18	39.04	Hourly
4581	LABORATORY ANALYST II	PEU, Local 1	6,124	6,430	6,751	7,089	7,444	Monthly
			35.33	37.10	38.95	40.90	42.95	Hourly
4064	LABORATORY ASSISTANT	PEU, Local 1	4,842	5,084	5,338	5,605	5,885	Monthly
			27.93	29.33	30.80	32.34	33.95	Hourly
4063	PARK MAINTENANCE WORKER I	PEU, Local 1	3,902	4,097	4,302	4,517	4,743	Monthly
			22.51	23.64	24.82	26.06	27.36	Hourly
4122	PARK MAINTENANCE WORKER II	PEU, Local 1	4,291	4,506	4,731	4,968	5,216	Monthly
			24.76	26.00	27.29	28.66	30.09	Hourly
4200	PARK MAINTENANCE WORKER - SENIOR	PEU, Local 1	4,721	4,957	5,205	5,465	5,738	Monthly
			27.24	28.60	30.03	31.53	33.10	Hourly
4245	PLANNER-ASSISTANT	PEU, Local 1	5,742	6,029	6,330	6,647	6,979	Monthly
			33.13	34.78	36.52	38.35	40.26	Hourly
4255	PLANS EXAMINER I	PEU, Local 1	5,801	6,091	6,396	6,716	7,052	Monthly
			33.47	35.14	36.90	38.75	40.68	Hourly
4256	PLANS EXAMINER II	PEU, Local 1	6,381	6,700	7,035	7,387	7,757	Monthly
			36.81	38.65	40.59	42.62	44.75	Hourly
4140	PLANT MAINTENANCE MECHANIC	PEU, Local 1	5,656	5,939	6,236	6,548	6,876	Monthly
			32.63	34.26	35.98	37.78	39.67	Hourly
4221	PLANT MAINTENANCE MECHANIC -SENIOR	PEU, Local 1	6,222	6,533	6,860	7,203	7,563	Monthly
			35.90	37.69	39.58	41.56	43.63	Hourly
4061	PUBLIC WORKS MAINTENANCE WORKER I	PEU, Local 1	3,902	4,097	4,302	4,517	4,743	Monthly
			22.51	23.64	24.82	26.06	27.36	Hourly

4120	PUBLIC WORKS MAINTENANCE WORKER II	PEU, Local 1	4,291	4,506	4,731	4,968	5,216	Monthly
			24.76	26.00	27.29	28.66	30.09	Hourly
4150	PUBLIC WORKS MAINTENANCE WORKER III	PEU, Local 1	4,721	4,957	5,205	5,465	5,738	Monthly
			27.24	28.60	30.03	31.53	33.10	Hourly
4145	PUBLIC WORKS PROJECT COORDINATOR	PEU, Local 1	5,391	5,661	5,944	6,241	6,553	Monthly
			31.10	32.66	34.29	36.01	37.81	Hourly
4080	RECREATION COORDINATOR	PEU, Local 1	4,280	4,494	4,719	4,955	5,202	Monthly
			24.69	25.93	27.23	28.59	30.01	Hourly
4117	REGISTERED VETERINARY TECH	PEU, Local 1	4,373	4,592	4,822	5,063	5,316	Monthly
			25.23	26.49	27.82	29.21	30.67	Hourly
4540	QUALITY ASSURANCE OFFICER	PEU, Local 1	6,583	6,912	7,258	7,621	8,002	Monthly
			37.98	39.88	41.87	43.97	46.16	Hourly
4058	UTILITIES TREATMENT PLANT MAINTENANCE WORKER I	PEU, Local 1	3,902	4,097	4,302	4,517	4,743	Monthly
			22.51	23.64	24.82	26.06	27.36	Hourly
4118	UTILITIES TREATMENT PLANT MAINTENANCE WORKER II	PEU, Local 1	4,291	4,506	4,731	4,968	5,216	Monthly
			24.76	26.00	27.29	28.66	30.09	Hourly
4236	WASTEWATER COLLECTIONS MAINTENANCE WORKER I	PEU, Local 1	4,271	4,485	4,709	4,944	5,191	Monthly
			24.64	25.88	27.17	28.52	29.95	Hourly
4237	WASTEWATER COLLECTIONS MAINTENANCE WORKER II	PEU, Local 1	5,125	5,381	5,650	5,932	6,229	Monthly
			29.57	31.04	32.60	34.22	35.94	Hourly
4238	WASTEWATER COLLECTIONS MAINTENANCE WORKER III	PEU, Local 1	5,770	6,058	6,361	6,679	7,013	Monthly
			33.29	34.95	36.70	38.53	40.46	Hourly
4166	WASTEWATER TREATMENT FACILITY OP. TRAINEE/I	PEU, Local 1	6,198	6,508	6,833	7,175	7,535	Monthly
			35.76	37.55	39.42	41.39	43.47	Hourly
4235	WASTEWATER TREATMENT FACILITY OP. II	PEU, Local 1	6,820	7,161	7,519	7,895	8,288	Monthly
			39.35	41.31	43.38	45.55	47.82	Hourly
4293	WASTEWATER TREATMENT FACILITY OP. III	PEU, Local 1	7,501	7,876	8,270	8,683	9,118	Monthly
			43.28	45.44	47.71	50.09	52.60	Hourly
4284	WATER DISTRIBUTION OPERATOR I	PEU, Local 1	5,142	5,399	5,669	5,952	6,249	Monthly
			29.67	31.15	32.71	34.34	36.05	Hourly
4286	WATER DISTRIBUTION OPERATOR II	PEU, Local 1	5,655	5,938	6,235	6,547	6,874	Monthly
			32.63	34.26	35.97	37.77	39.66	Hourly

4287	WATER DISTRIBUTION OPERATOR III	PEU, Local 1	6,504	6,829	7,170	7,529	7,905	Monthly
			37.52	39.40	41.37	43.44	45.60	Hourly
4131	WATER TREATMENT PLANT OPER.TRAINEE	PEU, Local 1	5,634	5,916	6,212	6,523	6,850	Monthly
			32.50	34.13	35.84	37.63	39.52	Hourly
4180	WATER TREATMENT PLANT OPERATOR II	PEU, Local 1	6,198	6,508	6,833	7,175	7,535	Monthly
			35.76	37.55	39.42	41.39	43.47	Hourly
4230	WATER TREATMENT PLANT OPERATOR III	PEU, Local 1	6,819	7,160	7,518	7,894	8,288	Monthly
			39.34	41.31	43.37	45.54	47.82	Hourly
4291	WATER TREATMENT PLANT OPERATOR IV	PEU, Local 1	7,501	7,876	8,270	8,683	9,118	Monthly
			43.28	45.44	47.71	50.09	52.60	Hourly

Pensionable Compensation for New Members (PEPRA)

MOU Article 13.1 - Bilingual Pay

Employees in classifications who are proficient in speaking a foreign language will receive Bilingual Pay in the amount of 2.25% of the base rate of pay.

MOU Article 17 - Certificate Pay

Employees in the Parks Division or in the Utilities Treatment Plant Maintenance Workers who possess a Qualified Pesticide Applicator's Certificate will receive 1.5% of their base rate of pay.

Employees in the Parks Division who possess a Pool Operations Certificate will receive 1.5% of their base rate of pay

Employees in the Community Services Department who possess a Certified Playground Safety Inspector Certificate will receive 1.5% of their base rate of pay

Employees in the following divisions: Water Distribution, Wastewater Collections, Utilities, Fleet, Streets, Parks Maintenance, and Recreation who drive the bus and possess a valid California Driver's License with a passenger endorsement receive Special Class Driver's License Pay of one and a half percent (1.5%) of their base rate of pay

MOU Article 18 - Shift Differential

A shift differential of five percent (5%) of their base rate of pay shall be paid to plant operators who are assigned to work from 7:00 p.m. to 7:00 a.m.

EMPLOYEE BARGAINING GROUPS

CON - Confidential

PUE, Local #1 - General Employees

DH - Department Head

MM - Middle Manager

FM - Fire Management

FLM - 1st Level Manager

PD - Police Department

FIRE - Fire Department

PSMM - Police Sworn Mid Manager

PS - Police Sergeant

**CITY OF YUBA CITY
SALARY SCHEDULE AND GENERAL COMPENSATION PLAN
EFFECTIVE DECEMBER 27, 2025**

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

JCN	CLASSIFICATION	Bargaining Group	SALARY STEPS									
			1	2	3	4	5	6	7	8	9	
5102	ACCOUNTANT I	PEU, Local 1	5,110	5,238	5,366	5,500	5,634	5,775	5,916	6,064	6,212	Monthly
			29.48	30.22	30.96	31.73	32.50	33.32	34.13	34.98	35.84	Hourly
5101	ACCOUNTANT II	PEU, Local 1	5,622	5,763	5,903	6,051	6,198	6,353	6,508	6,671	6,833	Monthly
			32.43	33.25	34.06	34.91	35.76	36.65	37.55	38.49	39.42	Hourly
5100	ACCOUNT CLERK-INTERMEDIATE	PEU, Local 1	3,909	4,007	4,104	4,207	4,309	4,417	4,524	4,638	4,752	Monthly
			22.55	23.12	23.68	24.27	24.86	25.48	26.10	26.76	27.41	Hourly
5162	ACCOUNT CLERK-SENIOR	PEU, Local 1	4,300	4,408	4,515	4,628	4,741	4,860	4,978	5,102	5,227	Monthly
			24.81	25.43	26.05	26.70	27.35	28.04	28.72	29.43	30.15	Hourly
5244	ADMINISTRATIVE ANALYST I	PEU, Local 1	5,854	6,001	6,147	6,301	6,454	6,616	6,777	6,946	7,116	Monthly
			33.77	34.62	35.46	36.35	37.23	38.17	39.10	40.07	41.05	Hourly
5020	ADMINISTRATIVE ASSISTANT	PEU, Local 1	4,543	4,657	4,770	4,890	5,009	5,134	5,259	5,391	5,522	Monthly
			26.21	26.87	27.52	28.21	28.90	29.62	30.34	31.10	31.86	Hourly
5040	ADMINISTRATIVE CLERK I	PEU, Local 1	3,277	3,359	3,441	3,527	3,613	3,704	3,794	3,889	3,983	Monthly
			18.91	19.38	19.85	20.35	20.84	21.37	21.89	22.44	22.98	Hourly
5060	ADMINISTRATIVE CLERK II	PEU, Local 1	3,605	3,695	3,785	3,880	3,974	4,074	4,173	4,278	4,382	Monthly
			20.80	21.32	21.84	22.38	22.93	23.50	24.08	24.68	25.28	Hourly
5085	ADMINISTRATIVE CLERK III	PEU, Local 1	3,966	4,065	4,164	4,268	4,372	4,482	4,591	4,706	4,821	Monthly
			22.88	23.45	24.02	24.62	25.22	25.86	26.49	27.15	27.81	Hourly
5090	ANIMAL SERVICES OFFICER I	PEU, Local 1	3,990	4,090	4,189	4,294	4,398	4,508	4,618	4,733	4,849	Monthly
			23.02	23.60	24.17	24.77	25.37	26.01	26.64	27.31	27.97	Hourly
5095	ANIMAL SERVICES OFFICER II	PEU, Local 1	4,373	4,483	4,592	4,707	4,822	4,943	5,063	5,189	5,316	Monthly
			25.23	25.86	26.49	27.16	27.82	28.52	29.21	29.94	30.67	Hourly
5270	BUILDING INSPECTOR I	PEU, Local 1	5,261	5,393	5,524	5,662	5,800	5,945	6,090	6,241	6,395	Monthly
			30.35	31.11	31.87	32.67	33.46	34.30	35.13	36.01	36.89	Hourly
5292	BUILDING INSPECTOR II	PEU, Local 1	6,050	6,201	6,352	6,511	6,670	6,837	7,003	7,178	7,353	Monthly
			34.90	35.78	36.65	37.56	38.48	39.44	40.40	41.41	42.42	Hourly
5062	BUILDING MAINTENANCE WORKER I	PEU, Local 1	4,264	4,371	4,477	4,589	4,701	4,819	4,936	5,059	5,183	Monthly
			24.60	25.22	25.83	26.48	27.12	27.80	28.48	29.19	29.90	Hourly
5121	BUILDING MAINTENANCE WORKER II	PEU, Local 1	4,661	4,778	4,894	5,017	5,139	5,268	5,396	5,531	5,666	Monthly
			26.89	27.57	28.23	28.94	29.65	30.39	31.13	31.91	32.69	Hourly

5290	CODE ENFORCEMENT OFFICER I	PEU, Local 1	4,889	5,011	5,133	5,262	5,390	5,525	5,659	5,801	5,942	Monthly
			28.21	28.91	29.61	30.36	31.10	31.88	32.65	33.47	34.28	Hourly
5285	CODE ENFORCEMENT OFFICER II	PEU, Local 1	5,377	5,512	5,646	5,787	5,928	6,076	6,224	6,380	6,536	Monthly
			31.02	31.80	32.57	33.39	34.20	35.05	35.91	36.81	37.71	Hourly
5115	COMMUNITY DEVELOPMENT TECH I	PEU, Local 1	4,440	4,551	4,662	4,779	4,895	5,018	5,140	5,268	5,397	Monthly
			25.62	26.26	26.90	27.57	28.24	28.95	29.65	30.39	31.13	Hourly
5144	COMMUNITY DEVELOPMENT TECH II	PEU, Local 1	4,883	5,005	5,127	5,255	5,383	5,518	5,652	5,792	5,934	Monthly
			28.17	28.88	29.58	30.32	31.06	31.83	32.61	33.42	34.24	Hourly
5243	CONSTRUCTION INSPECTOR	PEU, Local 1	5,819	5,965	6,110	6,263	6,415	6,576	6,736	6,903	7,072	Monthly
			33.57	34.41	35.25	36.13	37.01	37.94	38.86	39.83	40.80	Hourly
5050	CUSTODIAN I	PEU, Local 1	3,524	3,612	3,700	3,793	3,885	3,982	4,079	4,181	4,284	Monthly
			20.33	20.84	21.35	21.88	22.41	22.97	23.53	24.12	24.71	Hourly
5082	CUSTODIAN II	PEU, Local 1	3,876	3,973	4,070	4,172	4,273	4,380	4,487	4,599	4,712	Monthly
			22.36	22.92	23.48	24.07	24.65	25.27	25.89	26.53	27.19	Hourly
5081	CUSTODIAN - SENIOR	PEU, Local 1	4,264	4,371	4,477	4,589	4,701	4,819	4,936	5,060	5,183	Monthly
			24.60	25.22	25.83	26.48	27.12	27.80	28.48	29.19	29.90	Hourly
5030	CUSTOMER SERVICES REP I	PEU, Local 1	3,505	3,593	3,680	3,772	3,864	3,961	4,057	4,158	4,261	Monthly
			20.22	20.73	21.23	21.76	22.29	22.85	23.41	23.99	24.58	Hourly
5070	CUSTOMER SERVICES REP II	PEU, Local 1	3,840	3,936	4,032	4,133	4,234	4,340	4,446	4,557	4,668	Monthly
			22.15	22.71	23.26	23.84	24.43	25.04	25.65	26.29	26.93	Hourly
5161	CUSTOMER SERVICES REP.-SENIOR	PEU, Local 1	4,224	4,330	4,435	4,546	4,657	4,774	4,890	5,012	5,134	Monthly
			24.37	24.98	25.59	26.23	26.87	27.54	28.21	28.92	29.62	Hourly
5170	ELECTRICAL TECHNICIAN I	PEU, Local 1	5,852	5,999	6,145	6,299	6,452	6,614	6,775	6,944	7,113	Monthly
			33.76	34.61	35.45	36.34	37.22	38.16	39.09	40.06	41.04	Hourly
5265	ELECTRICAL TECHNICIAN II	PEU, Local 1	6,437	6,598	6,759	6,928	7,097	7,275	7,452	7,638	7,825	Monthly
			37.14	38.07	38.99	39.97	40.94	41.97	42.99	44.07	45.14	Hourly
5280	ELECTRICAL TECHNICIAN III	PEU, Local 1	7,081	7,258	7,435	7,621	7,807	8,002	8,197	8,402	8,607	Monthly
			40.85	41.87	42.89	43.97	45.04	46.17	47.29	48.47	49.66	Hourly
5300	ENGINEER - ASSISTANT	PEU, Local 1	6,412	6,573	6,733	6,902	7,070	7,247	7,423	7,608	7,793	Monthly
			36.99	37.92	38.84	39.82	40.79	41.81	42.83	43.89	44.96	Hourly
5215	ENGINEERING TECHNICIAN I	PEU, Local 1	4,987	5,112	5,236	5,367	5,498	5,636	5,773	5,916	6,062	Monthly
			28.77	29.49	30.21	30.96	31.72	32.52	33.31	34.13	34.97	Hourly
5250	ENGINEERING TECHNICIAN II	PEU, Local 1	5,391	5,526	5,661	5,803	5,944	6,093	6,241	6,397	6,553	Monthly
			31.10	31.88	32.66	33.48	34.29	35.15	36.01	36.91	37.81	Hourly
5295	ENGINEERING TECHNICIAN III	PEU, Local 1	6,210	6,365	6,520	6,683	6,846	7,017	7,188	7,368	7,547	Monthly
			35.83	36.72	37.62	38.56	39.50	40.48	41.47	42.51	43.54	Hourly

5590	ENVIRONMENTAL COMPLIANCE INSPECTOR	PEU, Local 1	5,770	5,914	6,058	6,210	6,361	6,520	6,679	6,846	7,013	Monthly
			33.29	34.12	34.95	35.83	36.70	37.62	38.53	39.50	40.46	Hourly
5036	FIELD CUSTOMER SERVICE REP I	PEU, Local 1	3,491	3,579	3,666	3,758	3,849	3,945	4,041	4,142	4,243	Monthly
			20.14	20.65	21.15	21.68	22.21	22.76	23.31	23.90	24.48	Hourly
5083	FIELD CUSTOMER SERVICE REP II	PEU, Local 1	3,840	3,936	4,032	4,133	4,234	4,340	4,446	4,557	4,668	Monthly
			22.15	22.71	23.26	23.84	24.43	25.04	25.65	26.29	26.93	Hourly
5219	FLEET MAINTENANCE MECHANIC I	PEU, Local 1	4,318	4,426	4,534	4,648	4,761	4,880	4,999	5,124	5,249	Monthly
			24.91	25.53	26.16	26.82	27.47	28.15	28.84	29.56	30.28	Hourly
5220	FLEET MAINTENANCE MECHANIC II	PEU, Local 1	4,750	4,869	4,988	5,113	5,237	5,368	5,499	5,637	5,774	Monthly
			27.40	28.09	28.78	29.50	30.21	30.97	31.73	32.52	33.31	Hourly
5225	FLEET MAINTENANCE MECHANIC-SENIOR	PEU, Local 1	5,226	5,357	5,487	5,624	5,761	5,905	6,049	6,199	6,351	Monthly
			30.15	30.91	31.66	32.45	33.24	34.07	34.90	35.76	36.64	Hourly
5246	INFORMATION SYSTEMS TECHNICIAN	PEU, Local 1	5,448	5,584	5,720	5,863	6,006	6,156	6,306	6,464	6,622	Monthly
			31.43	32.22	33.00	33.83	34.65	35.52	36.38	37.29	38.20	Hourly
5260	INFORMATION SYSTEMS TECHNICIAN II	PEU, Local 1	5,994	6,144	6,294	6,452	6,609	6,774	6,939	7,111	7,286	Monthly
			34.58	35.45	36.31	37.22	38.13	39.08	40.03	41.03	42.03	Hourly
5281	INSTRUMENTATION TECHNICIAN I	PEU, Local 1	5,853	6,000	6,146	6,300	6,453	6,615	6,776	6,945	7,114	Monthly
			33.77	34.62	35.46	36.35	37.23	38.16	39.09	40.07	41.04	Hourly
5282	INSTRUMENTATION TECHNICIAN II	PEU, Local 1	6,437	6,598	6,759	6,928	7,097	7,275	7,452	7,638	7,825	Monthly
			37.14	38.07	38.99	39.97	40.94	41.97	42.99	44.07	45.14	Hourly
5283	INSTRUMENTATION TECHNICIAN III	PEU, Local 1	7,081	7,258	7,435	7,621	7,807	8,002	8,197	8,402	8,607	Monthly
			40.85	41.87	42.89	43.97	45.04	46.17	47.29	48.47	49.66	Hourly
5110	KENNEL ATTENDANT I	PEU, Local 1	3,614	3,705	3,795	3,890	3,985	4,085	4,184	4,290	4,393	Monthly
			20.85	21.38	21.89	22.44	22.99	23.57	24.14	24.75	25.35	Hourly
5111	KENNEL ATTENDANT II	PEU, Local 1	3,975	4,075	4,174	4,279	4,383	4,493	4,602	4,717	4,833	Monthly
			22.93	23.51	24.08	24.69	25.29	25.92	26.55	27.21	27.88	Hourly
5530	LABORATORY ANALYST I	PEU, Local 1	5,567	5,706	5,845	5,991	6,137	6,291	6,444	6,606	6,768	Monthly
			32.12	32.92	33.72	34.56	35.41	36.29	37.18	38.11	39.04	Hourly
5581	LABORATORY ANALYST II	PEU, Local 1	6,124	6,277	6,430	6,591	6,751	6,920	7,089	7,266	7,444	Monthly
			35.33	36.21	37.10	38.03	38.95	39.92	40.90	41.92	42.95	Hourly
5064	LABORATORY ASSISTANT	PEU, Local 1	4,842	4,963	5,084	5,211	5,338	5,472	5,605	5,746	5,885	Monthly
			27.93	28.63	29.33	30.06	30.80	31.57	32.34	33.15	33.95	Hourly
5063	PARK MAINTENANCE WORKER I	PEU, Local 1	3,902	4,000	4,097	4,200	4,302	4,410	4,517	4,630	4,743	Monthly
			22.51	23.08	23.64	24.23	24.82	25.44	26.06	26.71	27.36	Hourly
5122	PARK MAINTENANCE WORKER II	PEU, Local 1	4,291	4,399	4,506	4,619	4,731	4,850	4,968	5,092	5,216	Monthly
			24.76	25.38	26.00	26.65	27.29	27.98	28.66	29.38	30.09	Hourly

5200	PARK MAINTENANCE WORKER - SENIOR	PEU, Local 1	4,721	4,839	4,957	5,081	5,205	5,335	5,465	5,602	5,738	Monthly
			27.24	27.92	28.60	29.31	30.03	30.78	31.53	32.32	33.10	Hourly
5245	PLANNER-ASSISTANT	PEU, Local 1	5,742	5,886	6,029	6,180	6,330	6,489	6,647	6,813	6,979	Monthly
			33.13	33.96	34.78	35.65	36.52	37.44	38.35	39.31	40.26	Hourly
5255	PLANS EXAMINER I	PEU, Local 1	5,801	5,946	6,091	6,244	6,396	6,556	6,716	6,884	7,052	Monthly
			33.47	34.30	35.14	36.02	36.90	37.82	38.75	39.72	40.68	Hourly
5256	PLANS EXAMINER II	PEU, Local 1	6,381	6,541	6,700	6,868	7,035	7,211	7,387	7,572	7,757	Monthly
			36.81	37.74	38.65	39.62	40.59	41.60	42.62	43.68	44.75	Hourly
5140	PLANT MAINTENANCE MECHANIC	PEU, Local 1	5,656	5,798	5,939	6,088	6,236	6,392	6,548	6,712	6,876	Monthly
			32.63	33.45	34.26	35.12	35.98	36.88	37.78	38.72	39.67	Hourly
5221	PLANT MAINTENANCE MECHANIC -SENIOR	PEU, Local 1	6,222	6,378	6,533	6,697	6,860	7,032	7,203	7,383	7,563	Monthly
			35.90	36.80	37.69	38.64	39.58	40.57	41.56	42.59	43.63	Hourly
5061	PUBLIC WORKS MAINTENANCE WORKER I	PEU, Local 1	3,902	4,000	4,097	4,200	4,302	4,410	4,517	4,630	4,743	Monthly
			22.51	23.08	23.64	24.23	24.82	25.44	26.06	26.71	27.36	Hourly
5120	PUBLIC WORKS MAINTENANCE WORKER II	PEU, Local 1	4,291	4,399	4,506	4,619	4,731	4,850	4,968	5,092	5,216	Monthly
			24.76	25.38	26.00	26.65	27.29	27.98	28.66	29.38	30.09	Hourly
5150	PUBLIC WORKS MAINTENANCE WORKER III	PEU, Local 1	4,721	4,839	4,957	5,081	5,205	5,335	5,465	5,602	5,738	Monthly
			27.24	27.92	28.60	29.31	30.03	30.78	31.53	32.32	33.10	Hourly
5145	PUBLIC WORKS PROJECT COORDINATOR	PEU, Local 1	5,391	5,526	5,661	5,803	5,944	6,093	6,241	6,397	6,553	Monthly
			31.10	31.88	32.66	33.48	34.29	35.15	36.01	36.91	37.81	Hourly
5080	RECREATION COORDINATOR	PEU, Local 1	4,280	4,387	4,494	4,607	4,719	4,837	4,955	5,078	5,202	Monthly
			24.69	25.31	25.93	26.58	27.23	27.91	28.59	29.30	30.01	Hourly
5117	REGISTERED VETERINARY TECH	PEU, Local 1	4,373	4,483	4,592	4,707	4,822	4,943	5,063	5,189	5,316	Monthly
			25.23	25.86	26.49	27.16	27.82	28.52	29.21	29.94	30.67	Hourly
5540	QUALITY ASSURANCE OFFICER	PEU, Local 1	6,583	6,748	6,912	7,085	7,258	7,440	7,621	7,811	8,002	Monthly
			37.98	38.93	39.88	40.88	41.87	42.92	43.97	45.06	46.16	Hourly
5058	UTILITIES TREATMENT PLANT MAINTENANCE WORKER I	PEU, Local 1	3,902	4,000	4,097	4,200	4,302	4,410	4,517	4,630	4,743	Monthly
			22.51	23.08	23.64	24.23	24.82	25.44	26.06	26.71	27.36	Hourly
5118	UTILITIES TREATMENT PLANT MAINTENANCE WORKER II	PEU, Local 1	4,291	4,399	4,506	4,619	4,731	4,850	4,968	5,092	5,216	Monthly
			24.76	25.38	26.00	26.65	27.29	27.98	28.66	29.38	30.09	Hourly
5236	WASTEWATER COLLECTIONS MAINTENANCE WORKER I	PEU, Local 1	4,271	4,378	4,485	4,597	4,709	4,827	4,944	5,068	5,191	Monthly
			24.64	25.26	25.88	26.52	27.17	27.85	28.52	29.24	29.95	Hourly
5237	WASTEWATER COLLECTIONS MAINTENANCE WORKER II	PEU, Local 1	5,125	5,253	5,381	5,516	5,650	5,791	5,932	6,079	6,229	Monthly
			29.57	30.31	31.04	31.82	32.60	33.41	34.22	35.07	35.94	Hourly
5238	WASTEWATER COLLECTIONS MAINTENANCE WORKER III	PEU, Local 1	5,770	5,914	6,058	6,210	6,361	6,520	6,679	6,846	7,013	Monthly
			33.29	34.12	34.95	35.83	36.70	37.62	38.53	39.50	40.46	Hourly

5166	WASTEWATER TREATMENT FACILITY OP. TRAINEE/I	PEU, Local 1	6,198	6,353	6,508	6,671	6,833	7,004	7,175	7,355	7,535	Monthly
			35.76	36.65	37.55	38.49	39.42	40.41	41.39	42.43	43.47	Hourly
5235	WASTEWATER TREATMENT FACILITY OP. II	PEU, Local 1	6,820	6,991	7,161	7,340	7,519	7,707	7,895	8,092	8,288	Monthly
			39.35	40.33	41.31	42.35	43.38	44.46	45.55	46.68	47.82	Hourly
5293	WASTEWATER TREATMENT FACILITY OP. III	PEU, Local 1	7,501	7,689	7,876	8,073	8,270	8,477	8,683	8,900	9,118	Monthly
			43.28	44.36	45.44	46.58	47.71	48.91	50.09	51.35	52.60	Hourly
5284	WATER DISTRIBUTION OPERATOR I	PEU, Local 1	5,142	5,271	5,399	5,534	5,669	5,811	5,952	6,101	6,249	Monthly
			29.67	30.41	31.15	31.93	32.71	33.53	34.34	35.20	36.05	Hourly
5286	WATER DISTRIBUTION OPERATOR II	PEU, Local 1	5,655	5,797	5,938	6,087	6,235	6,391	6,547	6,710	6,874	Monthly
			32.63	33.44	34.26	35.12	35.97	36.87	37.77	38.71	39.66	Hourly
5287	WATER DISTRIBUTION OPERATOR III	PEU, Local 1	6,504	6,667	6,829	7,000	7,170	7,350	7,529	7,717	7,905	Monthly
			37.52	38.46	39.40	40.38	41.37	42.40	43.44	44.52	45.60	Hourly
5131	WATER TREATMENT PLANT OPER.TRAINEE	PEU, Local 1	5,634	5,775	5,916	6,064	6,212	6,368	6,523	6,686	6,850	Monthly
			32.50	33.32	34.13	34.98	35.84	36.74	37.63	38.57	39.52	Hourly
5180	WATER TREATMENT PLANT OPERATOR II	PEU, Local 1	6,198	6,353	6,508	6,671	6,833	7,004	7,175	7,355	7,535	Monthly
			35.76	36.65	37.55	38.49	39.42	40.41	41.39	42.43	43.47	Hourly
5230	WATER TREATMENT PLANT OPERATOR III	PEU, Local 1	6,819	6,990	7,160	7,339	7,518	7,706	7,894	8,091	8,288	Monthly
			39.34	40.33	41.31	42.34	43.37	44.46	45.54	46.68	47.82	Hourly
5291	WATER TREATMENT PLANT OPERATOR IV	PEU, Local 1	7,501	7,689	7,876	8,073	8,270	8,477	8,683	8,900	9,118	Monthly
			43.28	44.36	45.44	46.58	47.71	48.91	50.09	51.35	52.60	Hourly

Pensionable Compensation for New Members (PEPRA)

MOU Article 13.1 - Bilingual Pay

Employees in classifications who are proficient in speaking a foreign language will receive Bilingual Pay in the amount of 2.25% of the base rate of pay.

MOU Article 17 - Certificate Pay

Employees in the Parks Division or in the Utilities Treatment Plant Maintenance Workers who possess a Qualified Pesticide Applicator's Certificate will receive 1.5% of their base rate of pay.

Employees in the Parks Division who possess a Pool Operations

Certificate will receive 1.5% of their base rate of pay

Employees in the Community Services Department who possess a Certified Playground Safety Inspector Certificate will receive 1.5% of their base rate of pay

Employees in the following divisions: Water Distribution, Wastewater Collections, Utilities, Fleet, Streets, Parks Maintenance, and Recreation who drive the bus and possess a valid California Driver's License with a passenger endorsement receive Special Class Driver's License Pay of one and a half percent (1.5%) of their base rate of pay

MOU Article 18 - Shift Differential

A shift differential of five percent (5%) of their base rate of pay shall be paid to plant operators who are assigned to work from 7:00 p.m. to 7:00 a.m.

CITY OF YUBA CITY
STAFF REPORT

Date: December 2, 2025
To: Honorable Mayor & Members of the City Council;
From: Community Services Department
Presentation By: Ernesto Hernandez

Summary

Subject: Submission of Recertification Application for Tree City USA Designation
Recommendation: Adopt a Resolution authorizing the City to apply for recertification to the National Arbor Day Foundation for consideration of the City to continue its designation as a Tree City USA community
Fiscal Impact: There is no cost to the City for recertification application. Designation is based in part on the City's community forestry expenditures.

Purpose:

To recognize the City's ongoing efforts to expand and maintain the City's urban forest.

Council's Strategic Goal:

This item supports Council's Goal to maintain and enhance the quality of life.

Background:

For the past twenty-five (25) years, the City of Yuba City has earned the designation of a Tree City USA community by meeting the following criteria: 1) Conducting an annual Arbor Day observance; 2) Spending at least \$2.00 per capita on tree-related programs; 3) Having a tree ordinance, and; 4) Having a tree advisory board, which is the Parks Department. The Tree City USA designation recognizes the City's long-term dedication to improving the quality of life for the residents through its planning and maintenance standards.

Analysis:

The City's efforts to expand and maintain its urban forest remain ongoing and staff would like to ensure that the organization's efforts continue to be recognized. The Parks Division maintains approximately 1,798 trees in our parks and facilities and 11,496 City street trees. Staff is requesting authorization from Council to adopt a Resolution authorizing the City to apply for recertification to the National Arbor Day Foundation in Nebraska City, Nebraska, for consideration of the City continuing its designation as a Tree City USA community. Communities who have received the designation must apply for recertification on an annual basis to maintain their Tree City USA designation.

Fiscal Impact:

There is no cost to the City to submit the recertification request. Selection as a Tree City USA community is based on the annual expenditure for tree-related programs and services within a community, which includes labor costs, tree purchases and tree maintenance throughout our City parks and Landscape Maintenance Districts. In 2025, Yuba City spent a total of \$494,000.00 on community forestry expenditures.

Alternatives:

Do not request recertification and lose Tree City USA Recognition.

Recommendation:

Adopt a Resolution authorizing the City to apply for recertification to the National Arbor Day Foundation for consideration of the City continuing its designation as a Tree City USA community.

Attachments:

1. Resolution

Prepared By:

Maddy Laffond
Community Services Administrative Assistant

Submitted By:

Robert Bendorf
Interim City Manager

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE
NATIONAL ARBOR DAY FOUNDATION FOR CONSIDERATION OF
YUBA CITY BEING DESIGNATED A TREE CITY USA COMMUNITY**

WHEREAS, trees play an important role in the quality of life of a community in providing needed shade and cooling, aesthetic beauty, and increased property values; and

WHEREAS, the planting of trees today allows us to pass along a legacy of community and environmental awareness to future generations; and

WHEREAS, the City of Yuba City has made a significant policy statement regarding the important role trees play in the development and redevelopment of public and private property within the City; and

WHEREAS, the City of Yuba City was designated a Tree City USA community for 1999 through 2024 by the National Arbor Day Foundation; and

WHEREAS, Tree City USA communities must apply for re-certification on an annual basis to maintain their designation.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Yuba City does hereby authorize the City staff to apply for re-certification to the National Arbor Day Foundation for their consideration of Yuba City continuing to be designated as a Tree City USA community for the year 2025.

The foregoing Resolution of the City Council of the City of Yuba City was duly introduced, passed and adopted at a regular meeting thereof held on the 2nd day of December, 2025.

AYES:

NOES:

ABSENT:

ATTEST:

Dave Shaw, Mayor

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

CITY OF YUBA CITY
STAFF REPORT

Date: December 2, 2025
To: Honorable Mayor & Members of the City Council;
From: Public Works Department
Presentation By: Joshua Wolffe, Public Works Director

Summary

Subject: Butte Vista Estates East Subdivision (Annexation #11 of property in CFD 2021-1)
Recommendation: Adopt a Resolution annexing a certain area, Butte Vista Estates East Subdivision, within the City Limits into an existing Community Facilities District (CFD No. 2021-1) to fund municipal services, and filing said Resolution, along with the Eleventh Amendment to the Notice of Special Tax Lien, in the office of County Recorder of the County of Sutter
Fiscal Impact: This CFD annexation will provide \$526.14 per single family unit annually, with provisions for inflation

Purpose:

To include new residential development in a Community Facilities District (CFD) to pay for impacts to City Services.

Council's Strategic Goals:

This item addresses the City Council's Strategic Goal of operating government in a fiscally responsible and responsive manner.

Background:

The City's adopted policy and Project Conditions of Approval for new residential development include a requirement that the development pay for its share of operations and/or maintenance for police, fire, parks, drainage, and ongoing street maintenance costs. On April 16, 2024, the Planning Commission approved Tentative Map SM 24-02, Butte Vista Estates East Subdivision, to subdivide 8.12 acres into 37 residential parcels located on West Onstott Frontage Road approximately 1,900 feet south of Pease Road. Planning Commission Condition of Approval No. 42 contains the requirement to pay for operations and/or maintenance for police, fire, parks, drainage, and ongoing street maintenance costs.

The Mello-Roos Community Facilities Act of 1982 (Act) provides a mechanism for cities to form CFDs in order to finance the provision of certain municipal services. The types of services that may be provided by a CFD are as follows:

1. Police
2. Fire

3. Recreation and Library
4. Maintenance of parks, parkways and open space
5. Maintenance of Roadways
6. Flood and storm protection services
7. Hazardous substance removal or remediation

On May 18, 2021, Council adopted Resolution 21-047 establishing policies related to CFDs for services. At this same meeting, Council adopted Resolution 21-048 stating its intention to establish City of Yuba City Community Facilities District 2021-1 (Municipal Services) (CFD 2021-1), authorize the levy of a special tax within the district, and authorize the annexation of future territory into the future annexation area by unanimous written approval

On July 6, 2021, Council voted the Initial Property (Dunn Ranch Estates – Unit 1 Subdivision [56 residential lots] at the southeast corner of Royo Ranchero Drive and Monroe Drive) to be part of CFD 2021-1 and subject to the special taxes therein. Council also voted to include a Future Annexation Area. The Future Annexation Area consists of several undeveloped, residential zoned properties generally in the western and southern Yuba City Urbanized Area. The Future Annexation Area allows new property owners to annex to the district by unanimous written consent, which streamlines the CFD annexation process.

Analysis:

The Developer of Butte Vista Estates East Subdivision has executed an Unanimous Approval of Annexation to a Community Facilities District (CFD 2021-1) to satisfy this condition. Butte Vista Estates East will be the eleventh property to annex to CFD 2021-1 (Annexation No. 11) and will be subject to the special taxes therein.

In Resolution 21-048, Council directed the preparation of the Report for CFD 2021-1 to show the services to be provided in CFD 2021-1. The Hearing Report for CFD 2021-1 follows the same methodology used in the formation of CFD 2017-1, which initially established a maximum levy of \$425 annually per single family residential unit with an escalation factor equal to the percentage escalation of the City's combined Police and Fire Department budgets, up to a maximum escalation of 4 percent. The current levy in fiscal year 2025/2026 is \$526.14 annually per single family residential unit and \$383.77 annually per multi-family residential unit, which will be subject to future escalation in accordance with the rate and method of apportionment of the special tax.

A Notice of Special Tax Lien is to be recorded concurrently with the boundary map (Annexation No. 11 – Butte Vista Estates East Subdivision) in the Office of the County Recorder for the County of Sutter, State of California. The lien of the Special Tax is a continuing lien which shall secure each annual levy of the Special Tax within the area of Annexation No. 11 (Butte Vista Estates East Subdivision).

Fiscal Impact:

A total of 37 residential parcels are contained in the Butte Vista Estates East Subdivision resulting in a total current annual levy of \$19,476.18 based on fiscal year 2025/2026 rates.

The developer is responsible for covering the costs of annexing to the CFD.

Alternatives:

Do not adopt a resolution annexing Butte Vista Estates East Subdivision into CFD No. 2021-1 to fund Municipal Services, and direct staff on other acceptable means of assuring this development contributes its fair share of impacts to services.

Recommendation:

Adopt a Resolution annexing a certain area, Butte Vista Estates East Subdivision, within the City Limits into an existing Community Facilities District (CFD No. 2021-1) to fund municipal services, and filing said Resolution, along with the Eleventh Amendment to the Notice of Special Tax Lien, in the office of County Recorder of the County of Sutter.

Attachments:

1. Attachment 1 - Butte Vista Estates East Subdivision (Annexation No. 11 of property in CFD 2021-1)
2. Attachment 1 - Exhibits A, B, and C to CFD Annexation No 11 Resolution
3. Attachment 2 - Butte Vista Estates East Eleventh Amendment to Notice of Special Tax Lien

Prepared By:

Kevin Bradford
Deputy Public Works Director – Engineering

Submitted By:

Robert Bendorf
Interim City Manager

ATTACHMENT 1

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY IN ITS CAPACITY AS THE LEGISLATIVE BODY OF THE CITY OF YUBA CITY COMMUNITY FACILITIES DISTRICT NO. 2021-1 (MUNICIPAL SERVICES) APPROVING ANNEXATION NO. 11 (BUTTE VISTA ESTATES EAST SUBDIVISION) TO SAID DISTRICT RELATING TO THE PROPERTY LOCATED ON WEST ONSTOTT FRONTAGE ROAD APPROXIMATELY 1,900 FEET SOUTH OF PEASE ROAD WITHIN THE FUTURE ANNEXATION AREA

WHEREAS, on May 18, 2021, this City Council adopted a resolution entitled "A Resolution Of The City Council Of The City Of Yuba City Declaring Its Intention To Establish Yuba City Community Facilities District No. 2021-1 (Municipal Services), To Authorize The Levy Of A Special Tax Therein To Finance Certain Services And To Authorize The Annexation Of Future Territory In The Future Annexation Area To The District By Unanimous Written Approval" (the "Resolution of Intention"), stating its intention to form Yuba City Community Facilities District No. 2021-1 (Municipal Services) (the "CFD"), pursuant to Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing with Section 53311, of the California Government Code (the "Act") and a future annexation area to the CFD ("Future Annexation Area");

WHEREAS, the Resolution of Intention, setting forth a description of the proposed boundaries of the CFD and Future Annexation Area, services to be financed by the CFD ("Services") and Future Annexation Area, including incidental expenses, and the rate and method of apportionment (the "Rate and Method") of the special tax (the "Special Tax") to be levied within the CFD to pay for the Services, is on file with the City Clerk and the provisions thereof are incorporated herein by this reference as if fully set forth herein;

WHEREAS, the Resolution of Intention set July 6, 2021, as the date for the joint public hearing on the establishment of the CFD, the extent of the CFD, the Future Annexation Area, the furnishing of the Services within the CFD, and the proposed Rate and Method;

WHEREAS, a notice of the public hearing to be held on July 6, 2021 was published in accordance with the Act;

WHEREAS, on July 6, 2021, this Council held noticed joint public hearing as required by the Act and the Resolution of Intention relative to the proposed formation of the CFD and the Future Annexation Area;

WHEREAS, at the hearing all interested persons desiring to be heard for or against the establishment of the CFD, the extent of the CFD, the furnishing of the Services and the Rate and Method and the Future Annexation Area were heard and a full and fair hearing was held;

WHEREAS, at the hearing evidence was presented to this Council on such matters before it, including a special report (the "Hearing Report") as to the Services to be provided through the CFD and the costs;

WHEREAS, following the close of the hearing, written protests with respect to the formation of the CFD, the furnishing of specified types of services and the Rate and Method had not been filed with the City Clerk by fifty percent (50%) or more of the registered voters residing

within the territory of the CFD or property owners of one-half (1/2) or more of the area of land within the CFD and not exempt from the proposed special taxes; and

WHEREAS, following the close of the hearing, written protests with respect to the Future Annexation Area, the furnishing of specified types of services and the Rate and Method had not been filed with the City Clerk by fifty percent (50%) or more of the registered voters residing within the territory of the CFD or Future Annexation Area or property owners of one-half (1/2) or more of the area of land within the CFD or Future Annexation Area and not exempt from the proposed special taxes; and

WHEREAS, on July 6, 2021, the City Council adopted Resolution No. 21-094, which is on file with the City Clerk and incorporated herein by this reference, that ordered the formation of the CFD and Future Annexation Area, defined the public services (the "Services") to be provided by the CFD, authorized the levy of a special tax on property within the CFD, preliminarily established an appropriations limit for the CFD, and approved future qualifying projects the ability to voluntarily annex into the Future Annexation Area by unanimous approval of the property owners, all pursuant to the Act; and

WHEREAS, on July 6, 2021, the City Council adopted Resolution No. 21-095 that called a special election for July 6, 2021, at which the questions of levying a special tax and establishing an appropriations limit with respect to the CFD were submitted to the qualified electors within the CFD; and

WHEREAS, on July 6, 2021, the City Council adopted Resolution No. 21-096, that declared the results of the special election and finding that more than two-thirds (2/3) of all votes cast at the special election were in favor of the issue presented, and such measure passed; and

WHEREAS, on July 12, 2021 a notice of special tax lien was recorded with the Office of the County Recorder of the County of Sutter, as Document No. 2021-0012518 (the "Notice of Special Tax Lien"), thereby giving notice that the lien to secure payment of the special tax was imposed on the land in the CFD; and

WHEREAS, the owner (the "Property Owner") of the parcels listed in Exhibit A hereto and incorporated herein by this reference, located within the Future Annexation Area (the "Property") has agreed to mitigate certain impacts of the proposed development of the Property by paying for the Services financed by the CFD; and

WHEREAS, pursuant to the Act, the Property Owner has executed a unanimous approval, attached hereto as Exhibit B and incorporated herein by this reference (the "Unanimous Approval"), constituting the Property Owner's unanimous approval and unanimous vote in favor of the annexation of the Property to the CFD and the levy of special taxes on the Property; and

WHEREAS, the City Council now wishes to approve this Annexation No. 10 of the Property pursuant to the simplified process for annexations under Sections 53328.1, 53339.7 and/or 53339.8 of the Act and add Annexation No. 11 (Butte Vista Estates East Subdivision) as part of the CFD.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF YUBA CITY, ACTING AS LEGISLATIVE BODY OF THE CITY OF YUBA CITY COMMUNITY FACILITIES DISTRICT NO. 2021-1 (MUNICIPAL SERVICES) DOES HEREBY RESOLVE AS FOLLOWS:

1. Recitals. The City Council finds and determines that all the foregoing recitals are true and correct and incorporated herein.

2. Unanimous Approval. The City Council hereby receives and files the Unanimous Approval as Annexation No. 11 (Butte Vista East Estates) to the CFD, and hereby further authorizes and directs the officers of the City to do any and all things to execute and delivery all documents they may deem necessary or advisable in order to consummate the transaction described herein and to effectuate the purpose of this Resolution.

3. Approval of Annexation. The City Council hereby determines that the Property is added to and part of the CFD with full effect and the City Council approves and confirms the Rate and Method of Apportionment of the Special Tax attached to the Unanimous Approval and attached hereto as Exhibit B and by this reference incorporated herein. The City Council hereby finds that the Property Owner's unanimous written approval is equivalent to an election pursuant to Government Code Section 53339.7(a) of the Act. The Property is added to and part of the existing CFD with full legal effect, and the City Council shall levy any special tax within the annexed territory as specified in the Ordinance No. 005-021 adopted with respect to the CFD pursuant to Government Code Section 53340, any resolution related thereto and, as specified in the Resolution of Intention, and as specified in any other Ordinance, if any, adopted pursuant to Government Code Section 53340.

4. Consolidation of Annexed Map. The City Council hereby determines that the territory described in Exhibit A hereto, and further defined in the map entitled "Annexation Map No. 11 (Butte Vista Estates East) of City of Yuba City Community Facilities District No. 2021-1 (Municipal Services), City of Yuba City, County of Sutter, State of California" which is on file with the City Clerk, is added to and part of the CFD with full effect. The City Clerk is hereby authorized and directed to endorse the certificates set forth on the map and to record the map in accordance with the provisions of Sections 3111, 3113 and 3113.5 of the Streets and Highways Code of the State of California.

5. Validity of Procedures. The City Council hereby finds and determines that all prior proceedings and actions taken by the City Council pursuant to the Act in connection with the formation, voluntary annexation area and annexation of territory to the CFD, including this Annexation No. 11 (Butte Vista Estates East Subdivision), were and are valid and in conformity with the Act.

6. Amendment to Notice of Special Tax Lien. The City Clerk, or designee, is hereby directed to complete, execute and cause to be recorded in the office of County Recorder of the County of Sutter, an amendment to the Notice of Special Tax Lien, in accordance with the provisions of Sections 3114.5 and 3117.5 of California Streets and Highways Code of the State of California within fifteen (15) days of the adoption of this Resolution, evidencing that the Property is added to the CFD.

7. Effective Date. The City Clerk shall certify the adoption of this Resolution. This Resolution shall take effect upon its adoption.

[SIGNATURES ON FOLLOWING PAGE]

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 2nd day of December, by the following vote:

AYES:

NOES:

ABSENT:

Dave Shaw, Mayor

ATTEST

Ciara Wakefield, City Clerk

APPROVED AS TO FORM:

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

Exhibits:

- A. Assessor Parcel Numbers and Owners of Land
- B. Unanimous Approval
 - a. Exhibit A – Description of Services
 - b. Exhibit B – Annexation No. 11, Rate and Method of Appointment
 - c. Exhibit C – Annexation of Map No. 11 of Butte Vista Estates East Subdivision

EXHIBIT A

**CITY OF YUBA CITY
COMMUNITY FACILITIES DISTRICT NO. 2021-1
(MUNICIPAL SERVICES)**

**ANNEXATION NO. 11 (BUTTE VISTA ESTATES EAST SUBDIVISION)
ASSESSOR'S PARCEL NUMBERS AND OWNERS OF LAND**

Assessor Parcel No(s)

059-030-010
059-030-011

Name of Property Owner

K. Hovnanian Homes
Northern California, Inc.

That will become 37 lots with assessor parcel numbers

EXHIBIT B

**CITY OF YUBA CITY
COMMUNITY FACILITIES DISTRICT NO. 2021-1
(MUNICIPAL SERVICES)**

ANNEXATION NO. 11 (BUTTE VISTA ESTATES EAST SUBDIVISION)

UNANIMOUS APPROVAL

[attached]

**UNANIMOUS APPROVAL
of Annexation to a Community Facilities District and Related Matters**

City of Yuba City

**Community Facilities District No. 2021-1
(Municipal Services)**

Annexation No. 11 (Butte Vista Estates East Subdivision)

To the Honorable City Council
City of Yuba City, as legislative body of
Community Facilities District No. 2021-1
(Municipal Services)
1201 Civic Center Boulevard,
Yuba City, California 95993

Members of the City Council:

This constitutes the Unanimous Approval (the "Unanimous Approval") of K. Hovnanian Homes of Northern California, Inc., a California Corporation the record owner(s) (the "Property Owner") of the fee title to the real property identified below (the "Property") contemplated by Sections 53328.1 and/or 53339.3 et seq. of the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"), to the annexation of the Property to the "City of Yuba City Community Facilities District No. 2021-1 (Municipal Services)" (the "CFD") and approval of the special taxes to be levied against the Property, and the undersigned hereby states, certifies, agrees and declares under penalty of perjury, as follows:

1. Property Owner. This Unanimous Approval is submitted by the Property Owner as the record owner(s) of fee title to the Property. The Property Owner has supplied to the City current evidence of its ownership of fee title to the Property. No parties are residing on the Property and therefore there are no registered voters on the Property.

2. Approval of Annexation. This Unanimous Approval constitutes the unanimous approval and unanimous vote by the Property Owner in favor of the annexation of the Property to the CFD. The CFD was formed to finance the municipal services, which are incorporated herein by this reference (the "Services") described in Exhibit A hereto and made a part hereof. In such connection Property Owner has reviewed the list of the Services and hereby agrees, consents and approves to the Services and the Annexation of the Property to the CFD for the benefit of the City and the CFD.

3. Approval of Special Tax and the Services. This Unanimous Approval constitutes the unanimous approval and unanimous vote by the Property Owner in favor of the levy of special taxes (the "Special Taxes") on the Property to finance the Services. The Special Taxes will be levied according to the Rate and Method of Apportionment of Special Taxes for the CFD attached hereto as Exhibit B and made a part hereof (the "Rate and Method"). In such connection property owner consents and approves of the Rate and Method and understands that such taxes shall be levied against the Property.

4. Approval of the Appropriations Limit. This Unanimous Approval constitutes the unanimous approval and unanimous vote by the Property Owner in favor of the appropriations limit established for the CFD. The Property Owner hereby approves, consents and agrees to the appropriations limit for the CFD of \$1,700,000, pursuant to Article XIII B of the California Constitution, as adjusted for changes in the cost of living and changes in the population.

5. Waivers and Vote. Resolution Nos. 21-048 and 21-094 adopted by the City Council on May 18th, 2021 and July 6th, 2021 and Sections 53328.1 and 53339.3 of the Act provide an alternate and independent procedure for annexation to a community facilities district that simplifies the annexation process. Under such process, the Property Owner acknowledges and agrees that by executing this Unanimous Approval, the Property Owner is voluntarily waiving any and all right to an election held in accordance with Sections 53326, 53327, 53327.5, 53328, 53339.7, 53339.8 and other relevant provisions of the Act. The Property Owner hereby confirms that this Unanimous Approval constitutes its unanimous approval and unanimous vote as described herein and as contemplated by Section 53339.3 *et seq.* of the Act and for purposes of the California Constitution Article XIII A and XIII C. In lieu of an approval by public hearing, ballot and election, if any, the Property Owner intends for this Unanimous Approval to constitute its ballot and election and waiver of a public hearing. Further, the Property Owner hereby waives all other rights with respect to the annexation of the Property, the levy of the Special Taxes on the Property in accordance with the rate and method of apportionment and the other matters covered in this Unanimous Approval.

6. Recordation of Amendment to Notice of Special Tax Lien. The Notice of Special Tax Lien for the CFD was recorded in the Office of the County Recorder of the County of Sutter, State of California on July 12, 2021, as Document No. 2021-0012518.

The Property Owner hereby understands and agrees, consents and approves to the City Clerk, or City designee, to execute and cause to be recorded in the office of the County Recorder of the County of Sutter an amendment to the Notice of Special Tax Lien for the CFD as required by Section 3117.5 of the California Streets and Highways Code. The amendment to the Notice of Special Tax Lien shall include the Rate and Method as an exhibit thereto.

7. Authority Warranted. The Property Owner warrants to the City that the presentation of this Unanimous Approval, any votes, consents or waivers contained herein, and other actions for the annexation of the Property to the CFD and the levy of special taxes within the area of the Property shall do not constitute events of default or delinquencies under any existing or proposed financing documents entered into or to be entered into by the Property Owner for the Property, including any “due-on-encumbrance” clauses under any existing security instruments secured by the Property.

8. Due Diligence and Disclosures. The Property Owner agrees to cooperate with the City and its attorneys and consultants and to provide all information and disclosures required by the City and/or the Act about the Special Taxes to purchasers of the Property or any part of it.

9. Agreements. The Property Owner further agrees to execute such additional or supplemental agreements as may be required by the City to provide for any of the actions and conditions

described in this Unanimous Approval, including any cash deposit required to pay for the City's costs in annexing the Property to the CFD.

10. The Property. The Property is identified below, and such Property Owner approves, consents and agrees that Property will be subject to the CFD upon recordation of the amendment to the Notice of Special Tax Lien. The Property is located in the Future Annexation Area of the CFD and the map is attached hereto as Exhibit C.

Assessor's Parcel Number(s):

APN	Acreage	Anticipated Units	Property Owner
059-030-010 and 059-030-011	8.12	37	K. Hovnanian Homes Northern California, Inc.

Acres: 8.12

By executing this Unanimous Approval, the Property Owner agrees, consents, declares and certifies to all the above.

Annexation No. 11 (Butte Vista Estates East Subdivision)

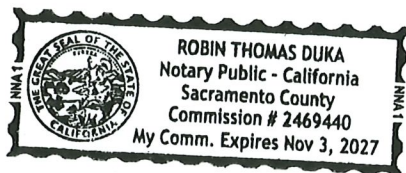
Property Owner

By: K. Hovnanian Homes Northern California, Inc, a California Corporation

By: _____

Name: John Bayan

Title: Division President



Notice Address

K. Hovnanian Homes Northern California, Inc.
3721 Douglas Blvd, Suite 150
Roseville, CA 95661

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 California
County of Placer)

On November 17th, 2025 before me, Robin Thomas Duka, notary public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)

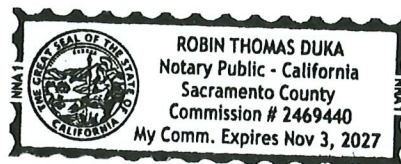


EXHIBIT A

Yuba City

Community Facilities District No. 2021-1

(Municipal Services)

DESCRIPTION OF SERVICES

The Services to be funded by the CFD include the following services and all incidental expenses related to such services, all of which are authorized by the Act:

PUBLIC SERVICES

- (a) Police protection services;
- (b) Fire protection and suppression services, ambulance and paramedic services;
- (c) maintenance of parks, parkways, streets, roads, and open space;
- (d) flood and storm protection services, including but not limited to the maintenance of storm drainage systems and sandstorm protection systems,
- (e) Services with respect to the removal or remedial action for the cleanup of any hazardous substance released or threatened to be released into the environment, subject to the limitations contained in Section 53313 of the Act;
- (f) Maintenance and operation of any real property or other tangible property with an estimated useful life of five or more years that is owned by the local agency or by another local agency pursuant to an agreement entered into under Section 53316.2; and
- (g) costs incurred by the City and or County in formation of the district, annexation and annual contract administration.

In accordance with Section 53313 of the Act, the additional services may not supplant services available within the territory when the district was created or annexed.

The same types of services which are authorized to be financed by CFD No. 2021-1 are the types of services to be provided in the Future Annexation Area, as properties are annexed.

The services include operational and maintenance costs associated with providing such services.

EXHIBIT B

City of Yuba City

**Community Facilities District No. 2021-1
(Municipal Services)**

RATE AND METHOD OF APPORTIONMENT

The Special Tax shall be levied in Annexation No. 11 (Butte Vista Estates East Subdivision) in accordance with the Rate and Method of Apportionment of Special Tax for City of Yuba City Community Facilities District No. 2021-1 (Municipal Services) pursuant to the rate set forth in the attachment hereto.

**CITY OF YUBA CITY
COMMUNITY FACILITIES DISTRICT NO. 2021-1
(MUNICIPAL SERVICES)
RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX**

A Special Tax applicable to each Assessor's Parcel in Community Facilities District No. 2021-1 (Municipal Services) [herein "CFD No. 2021-1"] shall be levied and collected according to the tax liability determined by the City Council, acting in its capacity as the legislative body of CFD No. 2021-1, through the application of the appropriate Special Tax rate, as described below. All of the property in CFD No. 2021-1, unless exempted by law or by the provisions of Section E below, shall be taxed for the purposes, to the extent, and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acreage" or "Acre" means the land area making up an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final subdivision map or other parcel map recorded at the County Recorder's Office.

"Administrative Expenses" means the costs incurred by the City to determine, levy and collect the Special Tax, including salaries of City employees and fees of consultants and the costs of collecting installments of the Special Taxes upon the general tax rolls; preparation of required reports, and any other costs required to administer the CFD No. 2021-1 as determined by the Finance Director.

"Administrator" means the person or firm designated by the City to administer the Special Taxes according to this Rate and Method of Apportionment of Special Tax.

"Annual Tax Escalation Factor" means an annual increase in the Maximum Special Tax following the Base Year in an amount not to exceed four percent (4%). The Annual Tax Escalation Factor shall be based on the budgeted escalation of the City of Yuba City's combined Police and Fire Departments from the previous fiscal year.

"Assessor's Parcel" or "Parcel" means a lot or parcel shown in an Assessor's Parcel Map with an assigned Assessor's Parcel number.

"Assessor's Parcel Map" means an official map of the County Assessor designating parcels by Assessor's Parcel number.

"Authorized Services" means the public services authorized to be funded by CFD No. 2021-1 as set forth in the documents adopted by the City Council when the CFD No. 2021-1 was formed.

"Base Year" means Fiscal Year 2020-2021.

"City" means the City of Yuba City.

"City Council" means the City Council of the City of Yuba City, acting as the legislative body of CFD No. 2021-1.

"County" means Sutter County, California.

"Developed Residential Property" means, in any Fiscal Year, all Parcels of Taxable Property for which a use permit or building permit for new construction of a residential structure was issued prior to June 30 of the preceding Fiscal Year.

"Finance Director" means the Finance Director for the City or his or her designee or successor.

"Fiscal Year" means the period starting on July 1 and ending on the following June 30.

"Maximum Special Tax" means the maximum Special Tax determined in accordance with Section C below that can be levied on Taxable Property in any Fiscal Year.

"Multi-Family Property" means, in any Fiscal Year, all units in CFD No. 2021-1 for which a building permit was issued or may be issued for construction of a residential structure with multiple units that share common walls, all of which are offered for rent to the general public.

"Public Property" means any property within the boundaries of CFD No. 2021-1 that is owned by the federal government, State of California, County, City, or other public agency.

"Residential Unit(s)" means an individual lot of land for which a building permit could be issued to construct one or more residential dwelling units.

"Residential Property" means all Assessor's Parcels of Taxable Property for which a map has been recorded designating individual Residential Units.

"Non-Residential Property" means all Assessor's Parcels of Taxable Property within the boundaries of CFD No. 2021-1 for which a map has been recorded designating the Assessor's Parcel as a lot for which a building permit could be issued and the Assessor's Parcel cannot be classified as a Residential Property.

"Special Tax" means any tax levied to pay for Authorized Services and Administrative Expenses.

"Single Family Property" means buildings containing one dwelling unit located on a single lot that are individually owned, including attached or detached residences (i.e., townhome unit and/or condominium units).

"Taxable Property" means all Assessor's Parcels within the boundaries of CFD No. 2021-1 designated as Developed Residential Property.

"Undeveloped Residential Property" means all Parcels of Residential Property within the boundaries of CFD No. 2021-1 that are not Developed Residential Property, as determined by the Administrator.

"Unit" means an individual single family detached unit or an individual residential unit within a duplex, triplex, fourplex, townhome, condominium, or apartment structure.

CATEGORIZING PARCELS FOR ANNUAL TAX LEVY

Each Fiscal Year, the Administrator shall identify the current Assessor's Parcel numbers for all Parcels within CFD No. 2021-1, and each parcel shall be classified as Developed Residential Property, Non-Residential Property, Public Property, or Undeveloped Residential Property, and shall be subject to the levy of annual Special Taxes determined pursuant to Sections C and D below.

B. MAXIMUM SPECIAL TAX RATE

All Taxable Property within the CFD No. 2021-1 shall be subject to a Maximum Special Tax that will be levied each Fiscal Year to pay for Authorized Services. As discussed above, the Administrator shall rely first on the Land Use Designation for a Parcel to determine the appropriate Maximum Special Tax in **Table 1**, below, but, in the absence of an assigned Land Use Designation, the Administrator shall refer to the Zoning Designation and land use to be built on the Parcel. The following Maximum Special Tax rates apply to all Parcels of Developed Property within CFD No. 2021-1:

Each Residential Unit is subject to the Maximum Special Tax shown in **Table 1**, below.

Non- Residential Property, Undeveloped Property, and Public Property is not subject to the Maximum Special Tax.

Table 1

Property Land Use	Fiscal Year 2020/21 Maximum Special Tax Amount *
Single Family Property	\$467.10 per Single Family Residential Unit
Multi-Family Property	\$340.70 per Multi-Family Residential Unit
Undeveloped Residential Property	\$0 per Assessor's Parcel

* Beginning July 1, 2021 and each July 1 thereafter, all of the Maximum Special Taxes shown in **Table 1** above shall be adjusted by applying the Annual Tax Escalation Factor.

C. METHOD OF LEVY AND COLLECTION OF SPECIAL TAX

Each Fiscal Year, the Administrator shall levy the Maximum Special Tax on each Parcel of Developed Property in CFD No. 2021-1. The Special Tax for CFD No. 2021-1 shall be collected in the same manner and at the same time as ordinary ad valorem property taxes provided, however, that CFD No. 2021-1 may (under the authority of Government Code Section 53340) in any particular case bill the taxes directly to the property owner off the County tax roll, and the Special Tax will be equally subject to foreclosure if delinquent.

D. LIMITATIONS

Notwithstanding any other provision of this Rate and Method of Apportionment of Special Tax, no Special Tax shall be levied on Public Property, Non-Residential Property, or Undeveloped Residential Property.

E. FUTURE ANNEXATIONS

It is anticipated that additional properties will be annexed to CFD No. 2021-1 from time to time. The property to be annexed will be assigned to the appropriate Maximum Special Tax rate for the Tract or Tracts when annexed, as pursuant to California Government Code section 53339 et seq.

In certain cases, it may be determined that a potential property to be annexed may require a higher cost to provide City services than other areas of the City (e.g., if it possesses a large quantity of City- owned infrastructure that requires maintenance). As each annexation is proposed, the City may elect to prepare an analysis to determine the annual cost for providing Services, and may incorporate unique zones with varying Maximum Special Tax rates. Such zones may be referred to by reference to a letter or number on the boundary map, and adjust the rates in Table 1 of such annexation to reflect the applicable rates.

The City may adopt a future annexation area in the future and allow for annexation by unanimous written consent.

F. INTERPRETATION OF SPECIAL TAX FORMULA

The City reserves the right to make minor administrative and technical changes to this document that do not materially affect the rate and method of apportioning the Special Tax. In addition, the interpretation and application of any section of this document shall be left to the City's discretion. Interpretations may be made by the City by ordinance or resolution for purposes of clarifying any vagueness or ambiguity in this Rate and Method of Apportionment of Special Tax.

G. TERM

The Special Tax shall be collected in perpetuity.

H. APPEALS

Any property owner claiming that the amount or application of the Special Tax is not correct may file a written notice of appeal with the Administrator not later than twelve months after having paid the first installment of the Special Tax that is disputed. The Administrator shall promptly review the appeal, and if necessary, meet with the property owner, consider written and oral evidence regarding the amount of the Special Tax, and rule on the appeal. If the decision of the Administrator requires that the Special Tax for an Assessor's Parcel be modified or changed in favor of the property owner, a cash refund shall not be made but an adjustment shall be made to the Special Tax on that Assessor's Parcel in the subsequent Fiscal Year(s) to compensate for the overpayment of the Special Tax.

EXHIBIT C

Yuba City

**Community Facilities District No. 2021-1
(Municipal Services)**

**ANNEXATION MAP NO. 11 (BUTTE VISTA ESTATES EAST SUBDIVISION) OF YUBA CITY COMMUNITY
FACILITIES DISTRICT NO. 2021-1
(MUNICIPAL SERVICES), CITY OF YUBA CITY, STATE OF CALIFORNIA**

[see attached]

Proposed Boundary Map of CFD No. 2021-1 Annexation No. 11
Butte Vista Estates East Subdivision
City of Yuba City, Sutter County, California

Legend



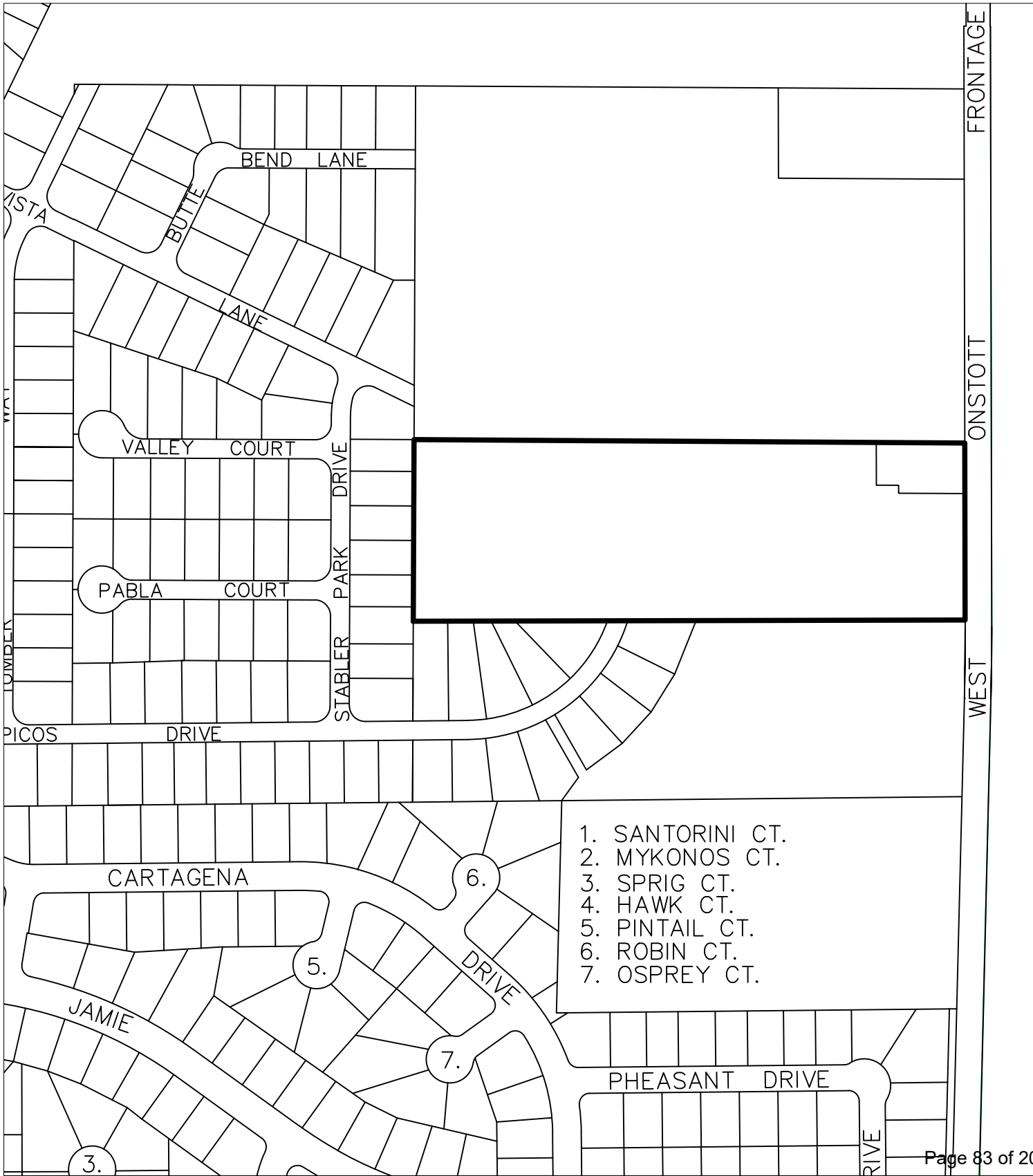
Butte Vista Estates East Subdivision



Existing City Limit Boundaries



1 inch = 250 feet



ATTACHMENT 2

ELEVENTH AMENDMENT TO NOTICE OF SPECIAL TAX LIEN

City of Yuba City Community Facilities District No. 2021-1 (Municipal Services) Annexation No. 11 (Butte Vista Estates East Subdivision)

Pursuant to the requirements of Sections 3114.5 and 3117.5 of the Streets and Highways Code and Government Code Section 53311, et seq., the undersigned City Clerk of the City of Yuba City, acting on behalf of City of Yuba City Community Facilities District No. 2021-1 (Municipal Services) (the "CFD"), HEREBY GIVES NOTICE that a lien is hereby imposed on taxable property within the property described herein Annexation No. 11 (Butte Vista Estates East Subdivision), which has been annexed to the CFD to secure payment of a special tax ("Special Tax") which the City Council of the City of Yuba City (the "City"), County of Sutter (the "County"), State of California, is authorized to annually levy for the following purpose of financing the following services:

- (a) Police protection services;
- (b) Fire protection and suppression services, ambulance and paramedic services;
- (c) maintenance of parks, parkways, streets, roads, and open space;
- (d) flood and storm protection services, including but not limited to the maintenance of storm drainage systems and sandstorm protection systems,
- (e) Services with respect to the removal or remedial action for the cleanup of any hazardous substance released or threatened to be released into the environment, subject to the limitations contained in Section 53313 of the Act;
- (f) Maintenance and operation of any real property or other tangible property with an estimated useful life of five or more years that is owned by the local agency or by another local agency pursuant to an agreement entered into under Section 53316.2; and
- (g) costs incurred by the City and or County in formation of the district, annexation and annual contract administration.

The services include operational and maintenance costs associated with providing such services.

The Special Tax is authorized to be levied within the CFD that has now been officially formed and includes Annexation No. 11 (Butte Vista Estates East Subdivision) and the lien of the Special Tax is a continuing lien which shall secure each annual levy of the Special Tax and which shall continue in force and effect until the special tax obligation is prepaid, if applicable, permanently satisfied, and canceled in accordance with law or until the Special Tax ceases to be levied and a notice of cessation of Special Tax is recorded in accordance with Section 53330.5 of the Government Code.

The rate, method of apportionment, and manner of collection of the authorized special tax is as follows: The rate and method of apportionment of the authorized Special Tax is as shown in the Rate and Method of Apportionment set forth on Exhibit A attached hereto and incorporated herein by this reference (the "Rate and Method"). The Special Tax shall be collected in the same manner as ordinary ad valorem property taxes and shall be subject to the same penalties and the same procedure, sale and lien priority in case of delinquency as is provided for ad valorem taxes; provided, however, the CFD may utilize a direct billing procedure for any Special Taxes that cannot be collected on the County tax roll or may elect to collect the Special Taxes at a different time or in a different manner if necessary to meet its financial obligations. Conditions under which the obligation to pay the special tax may be prepaid and permanently satisfied and the lien of the special tax canceled are as follows: The Special Tax is levied perpetually as provided in the Rate and Method and there are no conditions upon which it may be prepaid.

Notice is further given that upon the recording of this notice in the Office of the County Recorder of Sutter County, the obligation to pay the Special Tax levy shall become a lien upon all non-exempt real property within the area of Annexation No. 11 (Butte Vista Estates East Subdivision) in accordance with Sections 3114.5, 3115.5 and 3117.5 of the Streets and Highways Code.

The (a) names of the owner(s) of the real property included within the annexed property to the CFD as they appear on the last secured assessment roll as of the date of recording of this Notice and (b) the Assessor's tax parcel(s) numbers of all parcels or any portion thereof which are included within Annexation No. 11 (Butte Vista Estates East Subdivision) to the CFD and not exempt from the special tax, are as set forth on the attached, referenced and incorporated Exhibit B.

Reference is made to the boundary map of the Annexation No. 11 (Butte Vista Estates East Subdivision) to the CFD recorded concurrently herewith in the Book at Page__ of Maps of Assessment and Community Facilities Districts in the Office of the County Recorder for the County of Sutter, State of California, which map is now the final boundary map of Annexation No. 11 (Butte Vista Estates East Subdivision) to the CFD. The Boundary Map of the original district is Recorded as Document No. 2021-0012517 in Book 3 of Assessment and Community Facilities Districts at Pages 93 through 96, in the Office of the County Recorder of the County of Sutter, State of California.

Reference hereby is made to the Amendment to Notice of Special Tax Lien to the CFD recorded as Document No. 2021-0012518 in the Records of the County Recorder of the County of Sutter.

For further information concerning the current and estimated tax liability of owners or purchasers of real property subject to this special tax lien, interested persons should contact the City of Yuba City, City Hall, Finance Director, 1201 Civic Center Boulevard Yuba City, California 95993, telephone number 530/822-4618

Dated: As of _____, 2025

By: _____
Ciara Wakefield, City Clerk
City of Yuba City

CITY OF YUBA CITY
STAFF REPORT

Date: December 2, 2025
To: Honorable Mayor & Members of the City Council;
From: Public Works Department
Presentation By: Joshua Wolffe, Public Works Director

Summary

Subject: Wastewater Treatment Facility (WWTF) Improvements Project - Project Acceptance
Recommendation: Adopt a Resolution accepting the Wastewater Treatment Facility Improvements Project (Contract No. 17-09) as complete, in accordance with the contract documents
Fiscal Impact: None

Purpose:

To facilitate final acceptance of the Wastewater Treatment Facility Improvements Project, ensuring reliable infrastructure, regulatory compliance, and sound fiscal management.

Council's Strategic Goal:

This project addresses the City Council's Strategic Goal of improving the City's Infrastructure.

Background:

The Yuba City Wastewater Treatment Facility (WWTF), originally constructed in 1972, must keep all process units online and operating efficiently in order to reliably meet its current permitted capacity of 10.5 million gallons per day (MGD). By 2018, the age of the facility had created several significant challenges, including aging equipment and treatment process units in need of rehabilitation to extend their useful life, as well as the need to comply with increasingly stringent current and future National Pollutant Discharge Elimination System (NPDES) permit requirements. To address these challenges and extend the useful life of one the City's most critical utility assets, the WWTF Improvements Project was undertaken, including:

- Rehabilitation of aging treatment process units.
- Replacement and modernization of mechanical, electrical, and instrumentation systems.
- Supervisory Control and Data Acquisition (SCADA) integration and control system programming.
- Structural and ancillary upgrades to improve redundancy and extend facility service life.

On May 1, 2018, Council approved the plans and specifications for the project. Following a competitive

bid process, the contract was awarded to Western Water Constructors, Inc. of Santa Rosa in the amount of \$18,860,167. Council also approved professional service agreements with Woodard & Curran (\$1,184,030) for engineering services during construction and ArcSine Engineering (\$898,976) for controls programming. Construction management and inspection services were awarded to ICM Group, Inc. for \$1,120,000.

The project was financed through the 2018 Wastewater Revenue Bonds (\$23.6 million) and Wastewater CIP reserves (\$1.115 million), with an approved project budget of \$24.715 million.

Analysis:

Construction of the WWTF Improvements Project began in 2019 and reached Substantial Completion on March 3, 2021. At that time, the new improvements were placed into service and portions of the retention were released. Final Completion was pending delivery of as-built drawings, completion of punch list items, and confirmation of final operational testing, all of which have now been satisfied, effective September 11, 2025.

Final inspections by engineering, construction management, and operations staff confirm that the work was completed in full accordance with the contract documents. As-built drawings have been submitted, warranties and guarantees have been received, and all punch list items have been addressed. Operations staff have verified that the upgraded systems are fully functional and integrated into day-to-day plant operations, and no outstanding deficiencies remain.

With these improvements fully commissioned and accepted by staff, the project is considered ready for final acceptance. The facility has been successfully operating under the upgraded conditions, providing enhanced reliability, extended infrastructure service life, and improved compliance with regulatory standards. Upon Council approval of this item, staff will file the Notice of Completion with the Sutter County Recorder's Office and release all remaining retention funds to formally close out the project.

Fiscal Impact:

Final contract price for the project was \$20,102,034.07. The total construction cost included 15 contract change orders totaling \$1,241,867.07 due to changes in with project scope and delays.

Final Project Accounting:

City Council Approved Budget

Construction Contract	\$18,860,167.00
Construction Contingency	\$2,000,000.00
Project Construction Management	\$1,120,000.00
Project Administration	\$330,000.00
Control Systems Programming & Integration	\$898,976.00
Owner-Purchased Equipment	\$200,000.00
Engineering Services During Construction	\$1,184,030.00
<u>Approved Engineering Design Services</u>	<u>\$121,827.00</u>
Total Approved Project Budget	\$24,715,000.00

Final Project Expenditures

Total Construction Cost	\$20,102,034.07
Total Project Soft Costs (Construction Management, Project Management, Inspection, Engineering)	\$3,999,484.24
<u>Total</u>	<u>\$24,101,518.31</u>

The project was completed under budget, with approximately \$613,481.69 remaining in CIP 981252 at the time of completion. Since then, staff has used about \$200,000 to complete electrical and SCADA improvements to the effluent process. The current balance in CIP Account No. 981252 is \$413,481.69, and staff will continue to evaluate eligible wastewater capital projects for use of the remaining funds. Since the original project was funded with wastewater revenue bonds for systemwide wastewater improvements, these expenditures are allowable under the bond program.

Environmental:

The project was previously reviewed under CEQA. No further environmental review is required for final acceptance.

Alternatives:

Council may choose not to accept the project as complete. This is not recommended, as it would prevent project closeout and delay final retention release.

Recommendation:

Adopt a Resolution accepting the Wastewater Treatment Facility Improvements Project (Contract No. 17-09) as complete, in accordance with the contract documents.

Attachments:

1. Resolution - Project Acceptance

Prepared By:

Nicholas Menezes
Deputy PW Director - Engineering

Submitted By:

Robert Bendorf
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY FORMALLY
ACCEPTING CONSTRUCTION OF THE WASTEWATER TREATMENT FACILITY
IMPROVEMENT PROJECT AS COMPLETE (17-09)**

WHEREAS, on October 2, 2018, the City of Yuba City (City) awarded a construction contract to Western Water Constructors, Inc., (Contractor) in the total amount of \$18,860,167 for the Wastewater Treatment Facility (WWTF) Improvement Project (Project); and

WHEREAS, construction included rehabilitation of aging treatment process units including replacement and modernization of mechanical, electrical, and instrumentation systems, SCADA integration and control system programming, and structural and ancillary upgrades to improve redundancy and extend facility service life; and

WHEREAS, staff has deemed the project completed and in accordance with the approved plans and specifications of the City of Yuba City.

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

1. The City Council finds that all of the facts set forth in the recitals above are true and correct and incorporated herein.
2. Accept the Wastewater Treatment Facility Improvements Project (Contract No. 17-09) as complete, in accordance with the contract documents.
3. This Resolution shall become effective immediately.

The foregoing resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 2nd day of December, 2025.

AYES:

NOES:

ABSENT:

Dave Shaw, Mayor

Ciara Wakefield, City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY:

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

CITY OF YUBA CITY
STAFF REPORT

Date: December 2, 2025
To: Honorable Mayor & Members of the City Council;
From: Public Works Department
Presentation By: Joshua Wolffe, Public Works Director

Summary

Subject: Butte Vista Estates East Subdivision – Subdivision Agreement and Final Map Approval

Recommendation: Adopt a Resolution approving the execution of a Subdivision Agreement with K. Hovnanian Homes Northern California, Inc., a California Corporation providing for public improvements associated with the Butte Vista Estates East Subdivision Map, approving the Butte Vista Estates East Subdivision Final Map, accepting dedication of rights-of-way and easements shown thereon, and authorizing the filing of the map [Subdivision is located on West Onstott Frontage Road approximately 1,900 feet south of Pease 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 Butte Vista Estates East 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 April 16, 2024, the Planning Commission approved Tentative Map 24-02, Butte Vista Estates East Subdivision, to subdivide 8.12 acres into 37 single family residential parcels located on West Onstott Frontage Road approximately 1,900 feet south of Pease Road (Attachment 2). The proposed lot sizes range from 5,500 square feet to 13,226 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 April 16, 2024
- 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 a portion of Butte Vista Lane, a portion of Tres Picos Drive, Dane Court, and a portion of West Onstott Frontage 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 \$99,775.79. Fees have been paid on Building Permit BLD24-02246.

Alternatives:

Delay or modify the recommended actions of approving a Subdivision Agreement or Final Map for Butte Vista Estates East Subdivision.

Recommendation:

Adopt a Resolution approving the execution of a Subdivision Agreement with K. Hovnanian Homes Northern California, Inc., a California Corporation, providing for public improvements associated with the Butte Vista Estates East Subdivision Map, approving the Butte Vista Estates East Final Map, accepting dedication of rights-of-way and easements shown thereon, and authorizing the filing of the map. [Subdivision is located on West Onstott Frontage Road approximately 1,900 feet south of Pease Road.]

Attachments:

1. Attachment 1 - Final Map Resolution
2. Attachment 1 - Exhibit A - Subdivision Agreement
3. Attachment 1 - Exhibit B - Final Map
4. Attachment 2 - 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 K. HOVNANIAN HOMES NORTHERN
CALIFORNIA, INC., A CALIFORNIA CORPORATION, FOR THE BUTTE VISTA ESTATES
EAST SUBDIVISION, APPROVING THE BUTTE VISTA ESTATES EAST SUBDIVISION
FINAL MAP SUBDIVIDING LAND INTO 37 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, K. Hovnanian Homes Northern California, Inc., a California Corporation ("subdivider") owns certain property as identified on Exhibit "B" and has offered for approval a Final Map designated as "Butte Vista Estates East Subdivision" ("final map"), pursuant to approved Tentative Map for Butte Vista Estates East 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 K. Hovnanian Homes Northern California, Inc., a California Corporation, 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 and obtains 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 2nd day of December, 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 (Butte Vista Estates East Subdivision, City of Yuba City)

EXHIBIT “A”

Subdivision Agreement
Final Map of Butte Vista Estates East
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 BUTTE VISTA ESTATES EAST SUBDIVISION
(Regarding Tentative Map No. 24-02, Butte Vista Estates East 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 **K. Hovnanian Homes Northern California, Inc., a California Corporation**, 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 37, inclusive, of the Final Map of Butte Vista Estates East 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. 24-02 dated April 16, 2024 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 24-12 dated August 28, 2024, 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 Butte Vista Estates East Subdivision (City Drawing No. 5602-D), as approved by the City Engineer, and any approved amendments thereto, any Conditions of Approval required by Planning Commission Resolution No. PC 24-12, dated August 28, 2024, 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 \$2,385,189.79 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 \$2,385,189.79 and in the form of a bond naming the City of Yuba City as obligee, or in the amount of \$1,192,594.90 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 \$238,518.98 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, for Tentative Map No. 24-02 dated April 16, 2024, 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

K. Hovnanian Homes Northern
California, Inc., a California Corporation

ATTEST

By: _____
Yahya Baayoun
Division President

By: _____
Ciara Wakefield, City Clerk

Dated: _____ 11-20-25

Dated: _____

*(Attach Notary Acknowledgments)

APPROVED AS TO FORM:

By: _____
Shannon L. Chaffin,
City Attorney

Attachments:

Exhibit A: Planning Commission Resolution No. PC 24-12 – Conditions of Approval
Exhibit B: Impact Fees and Other Fees Due Payable by Subdivider
Exhibit C: Fee Credits and Reimbursements Payable by City

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 CALIFORNIA)
)
) SS.
COUNTY OF Placer)

On November 20, 2025, before me, S. Munroe,
a Notary Public, personally appeared Yahya Baayoun,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Shirley

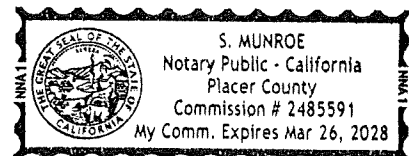


EXHIBIT A

**PLANNING COMMISSION RESOLUTION NO. PC 24-12
CONDITIONS OF APPROVAL**

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

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, and including, \$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	
\$406,039.79 x .03 =	<u>\$12,181.19</u>
(c) One (1) six-inch hot tap	<u>\$5,874.30</u>
(d) One (1) one-and-a-half-inch water meter	<u>\$989.80</u>
(e) One (1) one-inch water meter	<u>\$730.50</u>
<i>Less fees paid on Building Permit BLD24-02246</i>	<u><i>-\$99,775.79</i></u>

SUBTOTAL (A) \$0.00

(2) Sewer Extension Fees

Developer constructing onsite sewer main.	<u>\$0.00</u>
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(3) Sewer Connection Fees (per Section 6-5.504 Municipal Code)

Deferred until application for building permits are filed.	<u>\$0.00</u>
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(4) Water Extension Fees

Developer constructing onsite water main.	<u>\$0.00</u>
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(5) Water Connection Fees (per Section 6-6.05 Municipal Code)

Deferred until application for building permits are filed.	<u>\$0.00</u>
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SUBTOTAL (B) \$0.00

- (6) Drainage Fees (per North Yuba City Drainage Master Plan) Condition of Approval #40.

Developer constructing Pond Improvements. \$0.00

SUBTOTAL (C) \$0.00

- (7) Fair share contribution for future traffic signal at Queens Avenue and Peach Tree Lane
Condition of Approval #41.

0.63% x \$400,000 based on May 2023 ENR 20 City Cost Index = \$2,641.25¹

Footnote:

1. Amount escalated to September 2025 ENR 20 City cost index (13,927.75 vs 13,288.37),
to be updated at time of approval of subdivision improvement agreement.

SUBTOTAL (D) \$2,641.25

TOTAL FEES PAYABLE BY SUBDIVIDER

SUBTOTAL (A) + SUBTOTAL (B) + SUBTOTAL (C) + SUBTOTAL (D) = \$2,641.25

EXHIBIT C
FEE CREDITS AND REIMBURSEMENTS PAYABLE BY CITY

- (1) Credit for constructing West Onstott Detention Pond Improvements
Condition of Approval #24.

Design and Construction

To be based on actual costs, up to the following amounts:

Estimated Construction Cost of Pond Improvements	\$368,189.06
Construction Contingency (10%)	\$36,818.90
City Plan Check and Inspection Fee (4%)	\$14,727.56
Preliminary Engineering (0.5%)	\$1,840.94
Design Engineering and Surveying (5%)	\$18,409.45
Construction Surveying (3%)	\$11,045.67
Subtotal Design and Construction:	\$451,031.58

Land Cost

Detention Pond Land Cost (0.86 acres x \$185,000/acre) =	\$159,100.00
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TOTAL POND IMPROVEMENTS:	\$610,131.58
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Reimbursement Sources:

Fee Credits for Drainage Fees (per North Yuba City Drainage Master Plan)
Condition of Approval #40

\$142,472.66 based on July 2024 ENR 20 City Cost Index =	\$146,372.45 ¹
--	---------------------------

Footnote:

1. Amount escalated to September 2025 ENR 20 City cost index (13,927.75 vs 13,556.09), to be updated at time of approval of subdivision improvement agreement.

Drainage Impact Fees collected from Johnson Ranch =	\$261,438.66
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Unallocated TDA Funds =	\$202,320.47
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Total Reimbursement:	\$610,131.58
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EXHIBIT “B”

CERTIFICATE FOR FEE DEDICATION

- A.) OWNER'S NAME AND ADDRESS:
K. HOVNIANIAN HOMES NORTHERN CALIFORNIA, INC., A CALIFORNIA CORPORATION
3721 DOUGLAS BLVD, STE 150
ROSEVILLE, CA 95661
- B.) PROPERTY BEING DEDICATED:
1. BEING ALL THAT REAL PROPERTY AS SHOWN AS ITEM 1 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.

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 24-02 APPROVED ON AUGUST 28, 2024.
5. SUBJECT TO SUBDIVISION IMPROVEMENT AGREEMENT, RESOLUTION NUMBER _____ RECORDED AS DOCUMENT NO. _____ ON _____.

OWNER'S STATEMENT

WE, THE UNDERSIGNED, K. HOVNIANIAN HOMES NORTHERN CALIFORNIA, INC., A CALIFORNIA CORPORATION, AS HOLDER OF RECORD TITLE INTERESTS, OF THE HEREIN SUBDIVIDED LANDS, HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS PLAT OF "BUTTE VISTA ESTATES EAST" AND OFFER FOR DEDICATION AND DO PARTICIPATE IN SAID OFFER OF DEDICATION AND DO HEREBY DEDICATE THE FOLLOWING:

1. 38' AND 46' STRIPS OF LAND IN FEE TITLE INDICATED ON SAID PLAT AND DESIGNATED AS HAILEY COURT, BUTTE VISTA LANE, AND TRES PICOS DRIVE, AS WELL AS 20.5' STRIPS OF LAND IN FEE TITLE INDICATED ON SAID PLAT AND DESIGNATED AS WEST ONSTOTT FRONTAGE ROAD.
2. EASEMENTS INDICATED AS 12.0' PUE (PUBLIC UTILITY EASEMENT) 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. PARCELS OF LAND IN FEE, INDICATED ON SAID PLAT AND DESIGNATED AS "LOT A" AND "LOT B".
4. 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 LOTS 1 AND 37, DESIGNATED AS "2" WALL EASEMENT"

K. HOVNIANIAN HOMES NORTHERN CALIFORNIA, INC., A CALIFORNIA CORPORATION

BY: YAHYA BAAYOUN TITLE: 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 AUGUST 28, 2024.

PLANNING DIVISION
CITY OF YUBA CITY
STATE OF CALIFORNIA

CITY CLERK CERTIFICATE

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

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 "BUTTE VISTA ESTATES EAST" 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: _____ DEPUTY CITY CLERK, CITY OF YUBA CITY
CIARA WAKEFIELD
CITY CLERK, CITY OF YUBA CITY

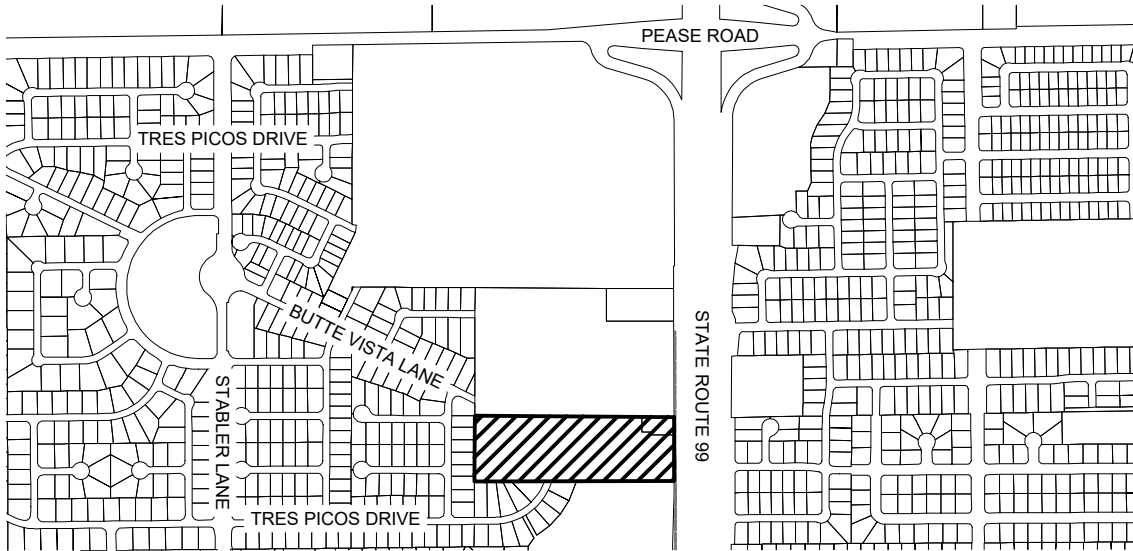
COUNTY TAX COLLECTOR'S STATEMENT

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 2024-2025, 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 NOS. 059-030-010-000 AND 059-030-011-000

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 FILED SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF K. HOVNIANIAN HOMES NORTHERN CALIFORNIA, INC., A CALIFORNIA CORPORATION, IN JULY, 2025. I HEREBY STATE THAT THIS MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP; THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

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.

DATED: _____

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.

DATED: _____

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.

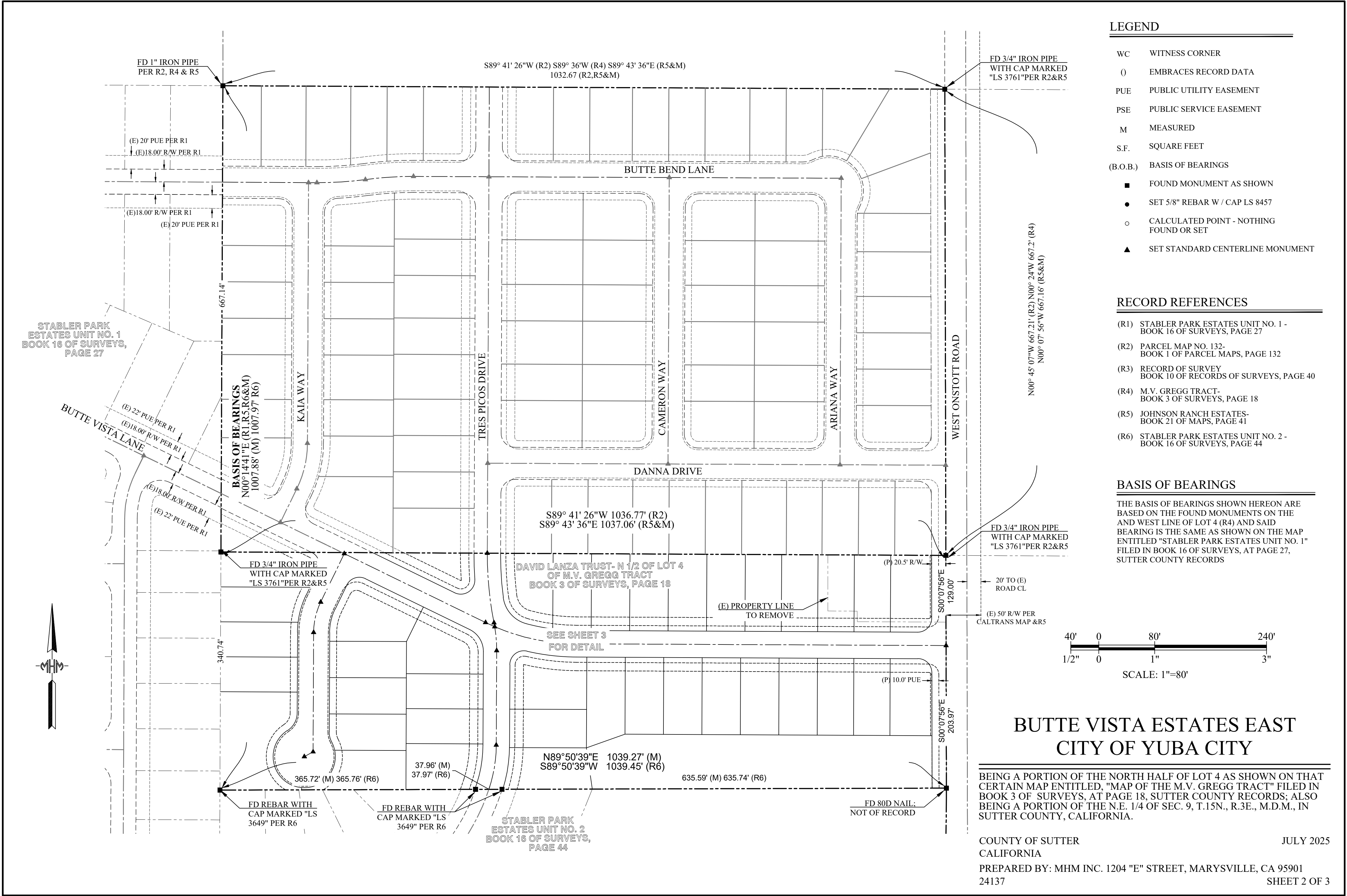
DONNA M. JOHNSTON BY: _____
SUTTER COUNTY RECORDER DEPUTY

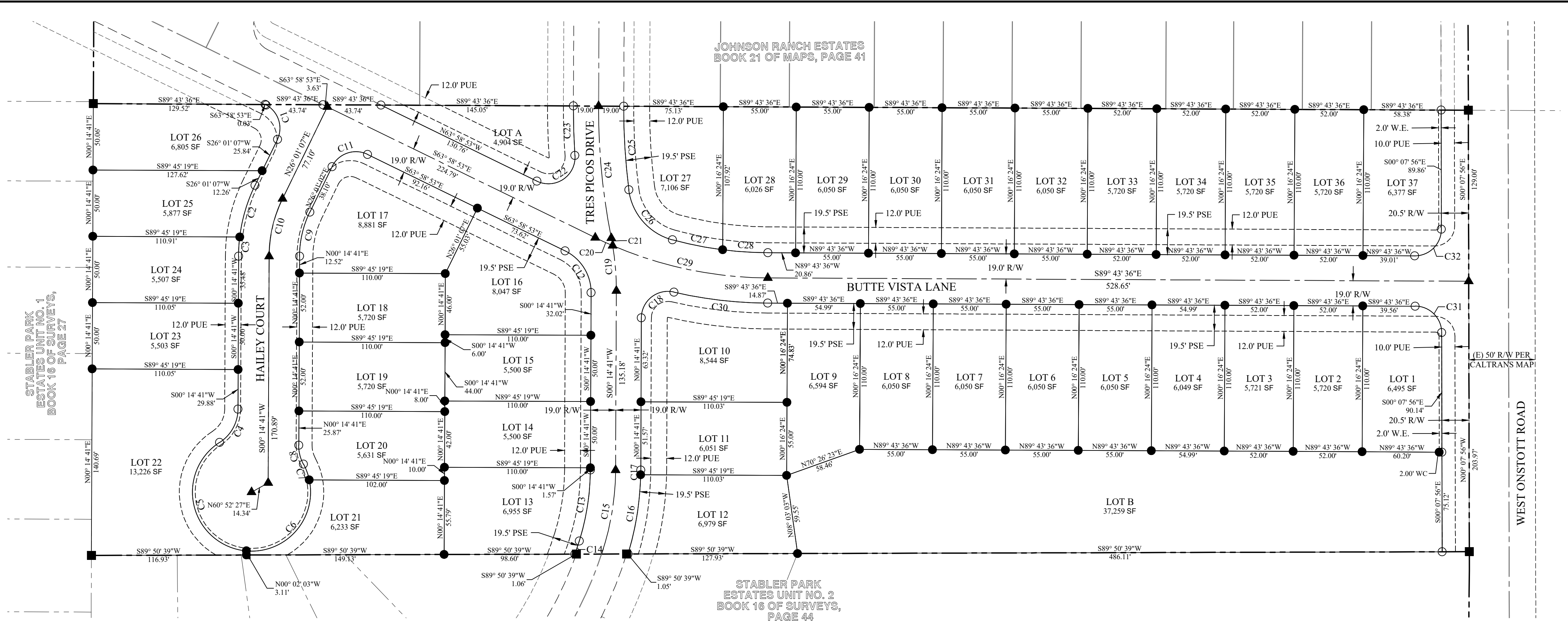
FILE NO. _____ FEE PD. _____

BUTTE VISTA ESTATES EAST
CITY OF YUBA CITY

BEING A PORTION OF THE NORTH HALF OF LOT 4 AS SHOWN ON THAT CERTAIN MAP ENTITLED, "MAP OF THE M.V. GREGG TRACT" FILED IN BOOK 3 OF SURVEYS, AT PAGE 18, SUTTER COUNTY RECORDS; ALSO BEING A PORTION OF THE N.E. 1/4 OF SEC. 9, T.15N., R.3E., M.D.M., IN SUTTER COUNTY, CALIFORNIA.

COUNTY OF SUTTER JULY 2025
CALIFORNIA
PREPARED BY: MHM INC. 1204 "E" STREET, MARYSVILLE, CA 95901
24137 SHEET 1 OF 3





Curve Table			
Curve #	Length	Radius	Delta
C1	31.42	20.00	090°00'00"
C2	40.78	123.00	018°59'40"
C3	14.55	123.00	006°46'46"
C4	29.88	30.00	057°04'10"
C5	110.58	44.50	142°22'35"
C6	82.99	44.50	106°50'57"
C7	12.66	44.50	016°17'54"
C8	14.90	30.00	028°27'17"
C9	34.64	77.00	025°46'26"
C10	44.98	100.00	025°46'26"
C11	31.42	20.00	090°00'00"
C12	39.23	35.00	064°13'34"
C13	54.50	181.00	017°15'10"
C14	10.38	280.95	002°06'58"
C15	64.50	200.00	018°28'45"
C16	60.74	219.00	015°53'24"
C17	3.43	219.00	000°53'50"

Curve Table			
Curve #	Length	Radius	Delta
C18	35.90	20.00	102°50'33"
C19	34.28	200.00	009°49'10"
C20	14.46	300.00	002°45'40"
C21	5.79	200.00	001°39'32"
C22	41.85	20.00	119°53'54"
C23	37.37	519.00	004°07'31"
C24	100.17	500.00	011°28'42"
C25	63.29	481.00	007°32'20"
C26	53.02	45.00	067°30'36"
C27	38.60	281.00	007°52'11"
C28	34.22	281.00	006°58'40"
C29	120.35	300.00	022°59'03"
C30	71.34	319.00	012°48'51"
C31	31.27	20.00	089°35'40"
C32	31.56	20.00	090°24'20"

LEGEND

- WC WITNESS CORNER
- () EMBRACES RECORD DATA
- PUE PUBLIC UTILITY EASEMENT
- PSE PUBLIC SERVICE EASEMENT
- M MEASURED
- S.F. SQUARE FEET
- (B.O.B.) BASIS OF BEARINGS
- FOUND MONUMENT AS SHOWN
- SET 5/8" REBAR W / CAP LS 8457
- CALCULATED POINT - NOTHING FOUND OR SET
- ▲ SET STANDARD CENTERLINE MONUMENT

BASIS OF BEARINGS

THE BASIS OF BEARINGS SHOWN HEREON ARE BASED ON THE FOUND MONUMENTS ON THE AND WEST LINE OF LOT 4 (R4) AND SAID BEARING IS THE SAME AS SHOWN ON THE MAP ENTITLED "STABLER PARK ESTATES UNIT NO. 1" FILED IN BOOK 16 OF SURVEYS, AT PAGE 27, SUTTER COUNTY RECORDS

RECORD REFERENCES

- (R1) STABLER PARK ESTATES UNIT NO. 1 - BOOK 16 OF SURVEYS, PAGE 27
- (R2) PARCEL MAP NO. 132- BOOK 1 OF PARCEL MAPS, PAGE 132
- (R3) RECORD OF SURVEY BOOK 10 OF RECORDS OF SURVEYS, PAGE 40
- (R4) M.V. GREGG TRACT- BOOK 3 OF SURVEYS, PAGE 18
- (R5) JOHNSON RANCH ESTATES- BOOK 21 OF MAPS, PAGE 41
- (R6) STABLER PARK ESTATES UNIT NO. 2 - BOOK 16 OF SURVEYS, PAGE 44

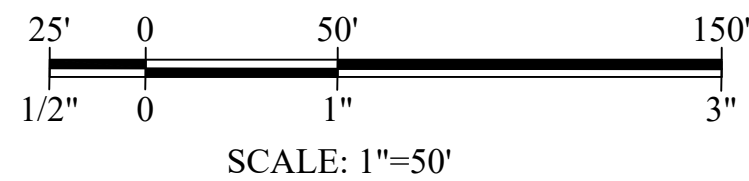
SUBDIVIDED AREA = 8.12 ACRES

LOTS = 5.44 ACRES

ROADS = 1.71 ACRES

LOT A = 0.11 ACRES

LOT B = 0.86 ACRES



BUTTE VISTA ESTATES EAST CITY OF YUBA CITY

BEING A PORTION OF THE NORTH HALF OF LOT 4 AS SHOWN ON THAT CERTAIN MAP ENTITLED, "MAP OF THE M.V. GREGG TRACT" FILED IN BOOK 3 OF SURVEYS, AT PAGE 18, SUTTER COUNTY RECORDS; ALSO BEING A PORTION OF THE N.E. 1/4 OF SEC. 9, T.15N., R.3E., M.D.M., IN SUTTER COUNTY, CALIFORNIA.

COUNTY OF SUTTER
CALIFORNIA

PREPARED BY: MHM INC. 1204 "E" STREET, MARYSVILLE, CA 95901
24137

JULY 2025

SHEET 3 OF 3

ATTACHMENT 2

Location Map of Butte Vista Estates East Subdivision

City of Yuba City, Sutter County, California

Legend



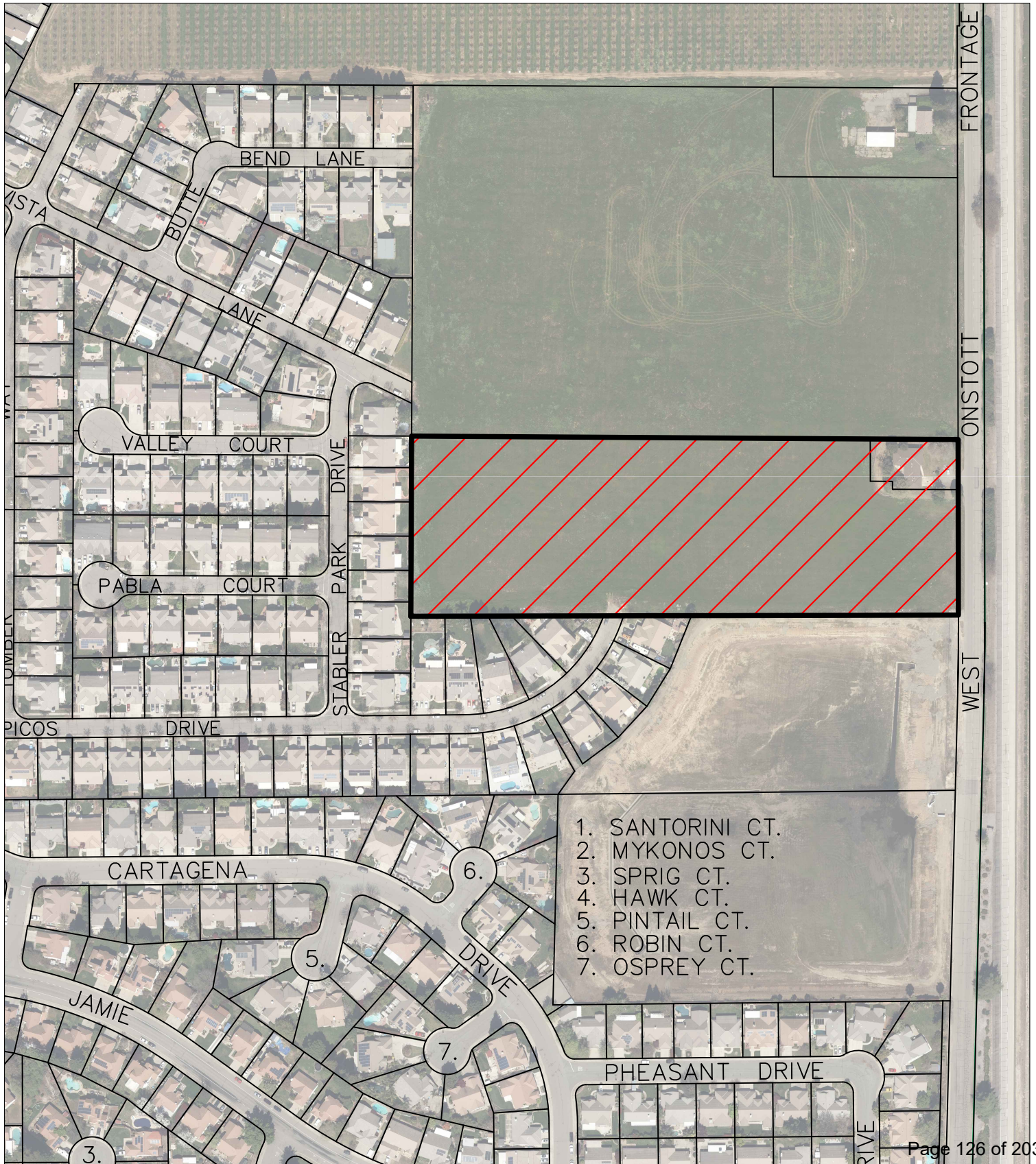
Butte Vista Estates East



Existing City Limit Boundaries



1 inch = 250 feet



CITY OF YUBA CITY
STAFF REPORT

Date: December 2, 2025
To: Honorable Mayor & Members of the City Council;
From: Administration Department
Presentation By: Ciara Wakefield, City Clerk

Summary

Subject: City of Yuba City Advisory Board Appointment List
Recommendation: Note and File the 2025 Local Appointment List and Direct Staff to post on the City's website
Fiscal Impact: None

Purpose:

To post an appointment list of the City's Advisory Boards in accordance with Government Code Section 54972 (the Maddy Act).

Background:

On or before December 31st of each year, each legislative body shall prepare an appointments list of all regular and ongoing boards, commissions, and committees which are appointed by the legislative body of the local agency. This list shall be known as the Local Appointments List. The list shall contain the following information:

(a) A list of all appointive terms which will expire during the next calendar year, with the name of the incumbent appointee, the date of appointment, the date the term expires, and the necessary qualifications for the position.

(b) A list of all boards, commissions, and committees whose members serve at the pleasure of the legislative body, and the necessary qualifications for each position.

The legislative body shall either post a copy of the list on its website or designate the public library with the largest service population within its jurisdiction to receive a copy of the list.

Analysis:

The City of Yuba City operates under the City Council-Manager form of government with five elected City Council members. The Mayor and Vice-Mayor are nominated and appointed by the City Council annually in December. Open positions on the City's advisory boards are advertised on the City's website, in the Appeal-Democrat and through social media. The Advisory Board Screening committee, which is traditionally made up of the Mayor and Vice-Mayor, interview all candidates for positions on

the Boards and Commissions and make recommendations for appointment to the whole City Council in an open and public City Council meeting. Positions on boards and commissions appearing on the Local Appointment List can be filled by qualified citizens from the community. Positions filled by members of the City Council are not required to appear on the Local Appointment List.

Fiscal Impact: None

Recommendation:

Note and File the 2025 Local Appointment List and direct staff to post on the City's website.

Attachments:

1. Local Appointment List 12.02.25

Prepared By:

Ciara Wakefield
City Clerk

Submitted By:

Robert Bendorf
Interim City Manager

ATTACHMENT 1

City of Yuba City
Local Board and Commission Appointment List
December 2, 2025

In compliance with the requirements of the Maddy Act, Government Code 54970, the following appointment list is posted on an annual basis by December 31st. It shows all current members of City Boards and Commissions and the dates of their terms of office as of the time of this posting.

Planning Commission

5 members - 4 year terms - Meets the 2nd and 4th Wednesday of each month at 6:00 p.m. in the Yuba City Council Chambers - 1 Member per Council District.

Commissioner	Date Appointed	Term Begins	Term Ends
Michael McFarlane (District 1)	07/15/25	08/01/25	12/30/26
Jaskarn Johal (District 2)	07/15/25	08/01/25	12/30/26
Scott Blankenship (District 3)	07/15/25	08/01/25	12/30/28
Stacy Brookman (District 4)	07/15/25	08/01/25	12/30/26
William Sluder (District 5)	07/15/25	08/01/25	12/30/28

Senior Commission

5 members, 1 alternate - 4 year terms - Meets the 1st Wednesday of each month at 9:00 a.m. in the Yuba City Senior Center - Members must reside in the City of Yuba City and represent a diverse group.

Commissioner	Date Appointed	Term Begins	Term Ends
Anthony Kurlan	03/05/24	03/05/24	02/27/28
John Boyer	03/01/22	03/01/22	02/27/26
Tanna Thomas	03/05/24	03/05/24	02/27/28
Michael McFarlane	03/01/22	03/01/22	02/27/26
Pam Epley	03/01/22	03/01/22	02/27/26
Leonard Brunelle (Alternate)	01/21/25	02/28/25	02/27/28

Youth Commission

9 members, 1 alternate - 2 year terms - Meets the 3rd Wednesday of each month at 7:00 p.m. in the Sutter Room at City Hall - Members must be between 14 and 19 years of age and reside within the City limits.

Commissioner	Date Appointed	Term Begins	Term Ends
Lyrik Robinson	11/05/24	11/05/24	06/29/26
Olivia Salle	11/05/24	11/05/24	06/29/26
Sahah Kahlon	11/05/24	11/05/24	06/29/26
Vacancy			06/29/25
Vacancy			06/29/25
Vacancy			06/29/25
Vacancy			06/29/25
Vacancy			06/29/26
Vacancy			06/29/26
Alternate - Vacant			06/29/25
Alternate - Vacant			06/29/25
Alternate - Vacant			06/29/26

Personnel Board

5 members - 4 year terms. Meets on an as needed basis. Members must reside in the City limits.

Board Member	Date Appointed	Term Begins	Term Ends
Leonard Brunelle	08/20/24	08/20/24	06/30/28
David Koll	10/04/22	10/04/22	06/30/26
Anthony Kurlan	10/04/22	10/04/22	06/30/26
Harman Rai	11/01/22	11/01/22	06/30/26
Tanna Thomas	12/19/23	08/20/24	06/30/28

Regional Housing Authority			
1 member (4-year term) appointed by the City Council, and 1 tenant member (2-year term) appointed by the member agencies for the 14-member Board of Commissioners. Meets the 1st and 3rd Wednesday of each month at 12:15 at the Housing Authority. Citizen member must reside within the City limits; tenant member must be a tenant.			
Board Member	Date Appointed	Term Begins	Term Ends
Suzanne Gallaty (Tenant)	05/15/24	05/15/24	12/31/26
Anthony Kurlan	08/19/25	08/19/25	12/31/29

Certain terms of service may have been modified in order to be more consistent with the Municipal Code, and reflect the Council's intention to appoint as to that term duration. Additionally, if a position is listed as "vacancy," "vacant," or is otherwise unfilled, then any prior appointment for that position is deemed to be complete, and the position is currently vacant and capable of being filled for the remainder of the term.

CITY OF YUBA CITY
STAFF REPORT

Date: December 2, 2025
To: Honorable Mayor & Members of the City Council;
From: Public Works Department
Presentation By: Joshua Wolffe, Public Works Director

Summary

Subject: West Sanborn Estates Units 1 and 2 Subdivision – Subdivision Agreement Amendment

Recommendation: Adopt a Resolution authorizing the Public Works Director to amend Exhibit C of the Subdivision Agreements for the West Sanborn Estates Unit 1 and West Sanborn Estates Unit 2 Subdivisions based on actual costs, subject to approval as to legal form by the City Attorney

Fiscal Impact: Approximately \$31,000 less in Sewer Impact Fees and approximately \$260,000 less in Water Impact Fees to be collected from the Developer

Purpose:

To provide for the installation of appropriately sized water and wastewater infrastructure and stub-outs for future connections associated with the West Sanborn Estates Subdivision.

Council's Strategic Goal:

This supports multiple Council strategic goals as the development provides for 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 Estates Subdivision to subdivide 19.15 acres into 95 single family residential parcels at the northwest corner of Sanborn Road and Bogue Road (Attachment 2). The approved tentative map included Units 1 and 2.

Since Planning Commission approval, the developer and its representatives have prepared the necessary improvement plans for both units of the subdivision and are currently progressing with construction. On June 17, 2025, Council approved a Subdivision Agreement for Unit 1 and on October 2, 2025, Council approved a Subdivision Agreement for Unit 2.

The Subdivision Agreements document the fee credits and reimbursements payable by the City to the developer in the respective Exhibits C of the agreements. The fee credits and reimbursements were determined using the Engineer's Estimate provided by the developer's engineer of record. The developer and staff now desire to amend these fee credits and reimbursements based on actual costs.

Analysis:

The fee credits and reimbursements for Unit 1 included construction of water services and sewer service laterals to the east side of Sanborn Road for potential future connection to the existing residences across from the new subdivision. The cost of installing these services and laterals has increased from the estimated cost prepared by the developer's engineer. The Unit 1 Exhibit C also should have included an item for upsizing the water main and appurtenances in Sanborn Road per the City's Water Master Plan.

The fee credits and reimbursements for Unit 2 included construction of water services and sewer service laterals to the east side of Sanborn Road for potential future connections to the existing residences across from the new subdivision, as well as the cost for upsizing the water main and appurtenances in Sanborn Road per the City's Water Master Plan. The cost of installing these services and laterals, and upsizing the water main and appurtenances, has increased from the estimated cost prepared by the developer's engineer.

The developer has provided documentation supporting the actual cost of installing the improvements that are subject to fee credits and reimbursements. Staff recommends adopting a Resolution authorizing the Public Works Director to amend Exhibit C in each agreement based on the actual costs, as negotiated by City staff.

Fiscal Impact:

The estimated revised fee credit and reimbursement amounts for each unit, which are subject to further revisions based on actual costs, are as follows:

Unit	Infrastructure Type	Original Amount	Revised Amount
1	Sewer Services	\$19,200	\$43,500
	Water Services	\$18,000	\$43,290
	Upsize Water Main – Sanborn	N/A	\$95,448
	Upsize Gate Valve – Sanborn	N/A	\$22,018
	Total	\$37,200	\$204,256
2	Sewer Services	\$15,200	\$21,812
	Water Services	\$21,000	\$50,883
	Upsize Water Main – Sanborn	\$47,690	\$103,455
	Upsize Gate Valve – Sanborn	\$16,100	\$66,054
	Upsize Water Main – Bogue	\$54,450	\$34,136
	Upsize Gate Valve – Bogue	\$6,750	\$8,240
	Total	\$161,190	\$284,580

The revised changes result in approximately \$31,000 less in Sewer Impact Fees and approximately \$260,000 less in Water Impact Fees that will be collected from the Developer when compared to the original Subdivision Agreements. However, the revised agreements represent the true cost of providing necessary services to the City and its future utility customers.

Alternatives:

Direct staff to renegotiate the revised fee credit and reimbursement amounts.

Recommendation:

Adopt a Resolution authorizing the Public Works Director to amend Exhibit C of the Subdivision Agreements for the West Sanborn Estates Unit 1 and West Sanborn Estates Unit 2 Subdivisions based on actual costs, subject to approval as to legal form by the City Attorney

Attachments:

1. Attachment 1 - Resolution
2. Attachment 1 - Exhibit A to Resolution
3. Attachment 1 - Exhibit B to Resolution
4. Attachment 2 - Location Maps

Prepared By:

Kevin Bradford
Deputy Public Works Director - Engineering

Submitted By:

Robert Bendorf
Interim City Manager

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
AUTHORIZING THE PUBLIC WORKS DIRECTOR TO AMEND EXHIBIT C OF THE
SUBDIVISION AGREEMENTS FOR WEST SANBORN ESTATES UNIT 1 AND
WEST SANBORN ESTATES UNIT 2 SUBDIVISIONS**

WHEREAS, on November 10, 2021, the Planning Commission approved Tentative Map SM 19-02, West Sanborn Estates Subdivision to subdivide 19.15 acres into 95 single family residential parcels at the northwest corner of Sanborn Road and Bogue Road, with said tentative map including Units 1 and 2; and

WHEREAS, on June 17, 2025, Council approved a Subdivision Agreement for Unit 1 and on October 2, 2025 Council approved a Subdivision Agreement for Unit 2; and

WHEREAS, Exhibit C in the Subdivision Agreements for Unit 1 and Unit 2 document the fee credits and reimbursements payable by the City to the Developer, said fee credits and reimbursements being determined based on the Engineer's Estimate provided by the Developer's engineer of record; and

WHEREAS, the cost of constructing the improvements that are subject to fee credits and reimbursements payable by the City to the Developer are substantially higher than those estimated by the Developer's engineer of record and Developer has provided documentation supporting the actual cost of installing the improvements subject to fee credits and reimbursements; and

WHEREAS, staff have reviewed the cost documentation provided by the Developer and concur that the fee credits and reimbursements should be modified.

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

1. The City Council of the City of Yuba City finds that all of the facts set forth in the Recitals above are true and current and incorporated herein.
2. The City Council approves amending Exhibit C to the "Subdivision Agreement Final Map Of West Sanborn Unit 1 Subdivision (Regarding Tentative Map No. 19-02, West Sanborn Unit 1 Subdivision)" and Exhibit C to the "Subdivision Agreement Final Map Of West Sanborn Unit 2 Subdivision (Regarding Tentative Map No. 19-02, West Sanborn Unit 2 Subdivision)," as to their material terms, both of which are attached to this Resolution. The Public Works Director is hereby authorized to negotiate the true and actual cost and enter into an amendment to the foregoing agreements to amend each respective Exhibit C, subject to approval as to legal form by the City Attorney.
3. This Resolution shall become effective immediately.

The foregoing resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 2nd day of December, 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(s):

- A. Revised Exhibit C for Unit 1
- B. Revised Exhibit C for Unit 2

EXHIBIT “A”

UNIT 1 SIA

EXHIBIT C
FEE CREDITS AND REIMBURSEMENTS PAYABLE BY CITY

(1)	Sewer and water service lateral credits for providing water and sewer to:		
	a. 1808 Sanborn Road		
	b. 1820 Sanborn Road		
	c. 1840 Sanborn Road		
	d. 1850 Sanborn Road		
	e. 1860 Sanborn Road		
	f. 1874 Sanborn Road		
	i. Six (6) sewer laterals x \$7,250.00 each	—\$19,200.00	\$43,500.00
	ii. Six (6) water laterals x \$7,215.00 each	—\$18,000.00	\$43,290.00
	TOTAL FEE CREDITS PAYABLE BY CITY	—\$37,000.00	\$204,256.00
(2)	Oversizing water main in Sanborn (8" to 16")		
	582 lineal feet x \$164.00 per lineal feet		\$95,448.00
	1 oversized gate valve (16") x \$22,018 each		\$22,018.00

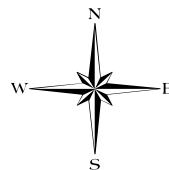
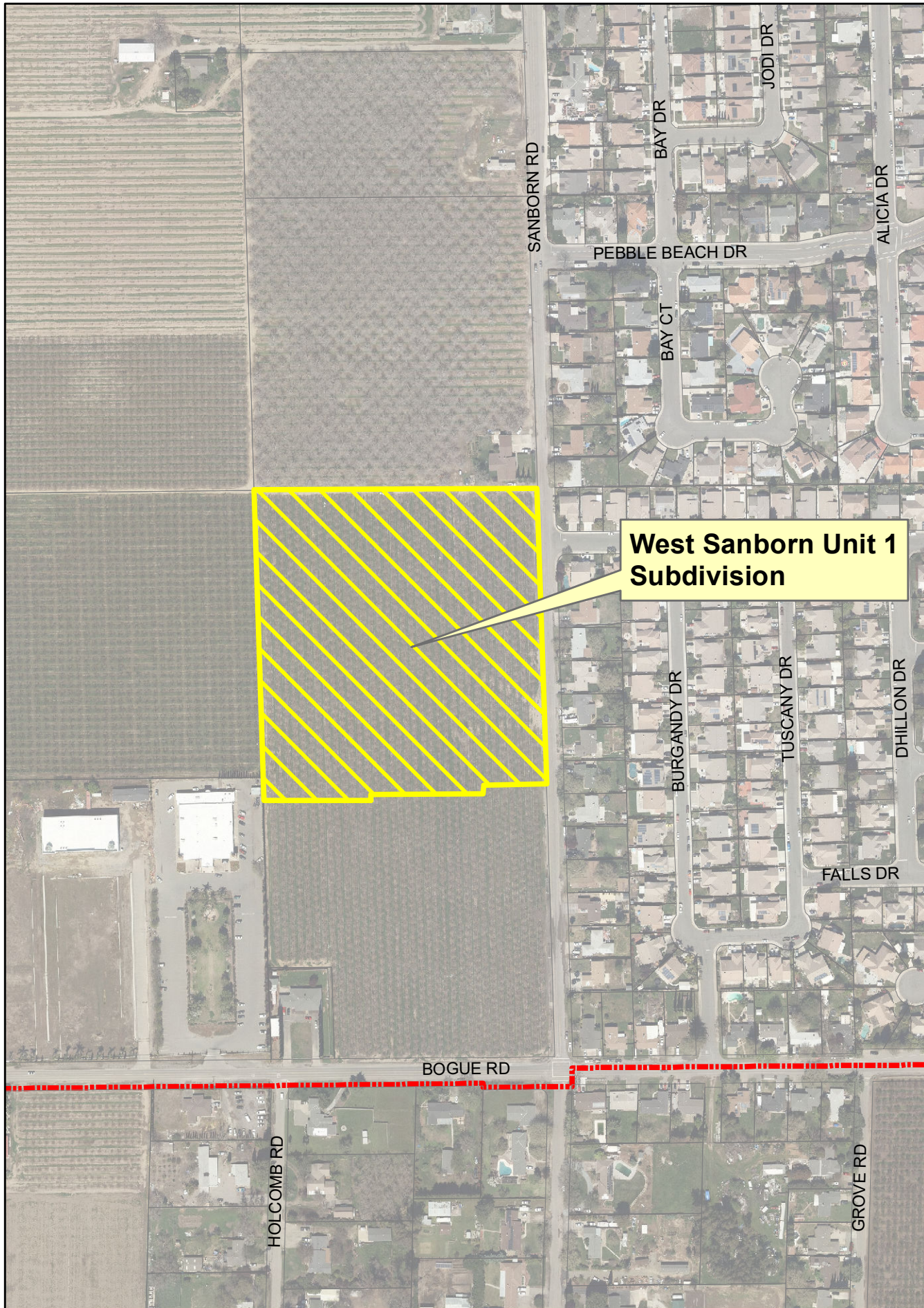
EXHIBIT “B”

UNIT 2 SIA

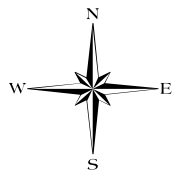
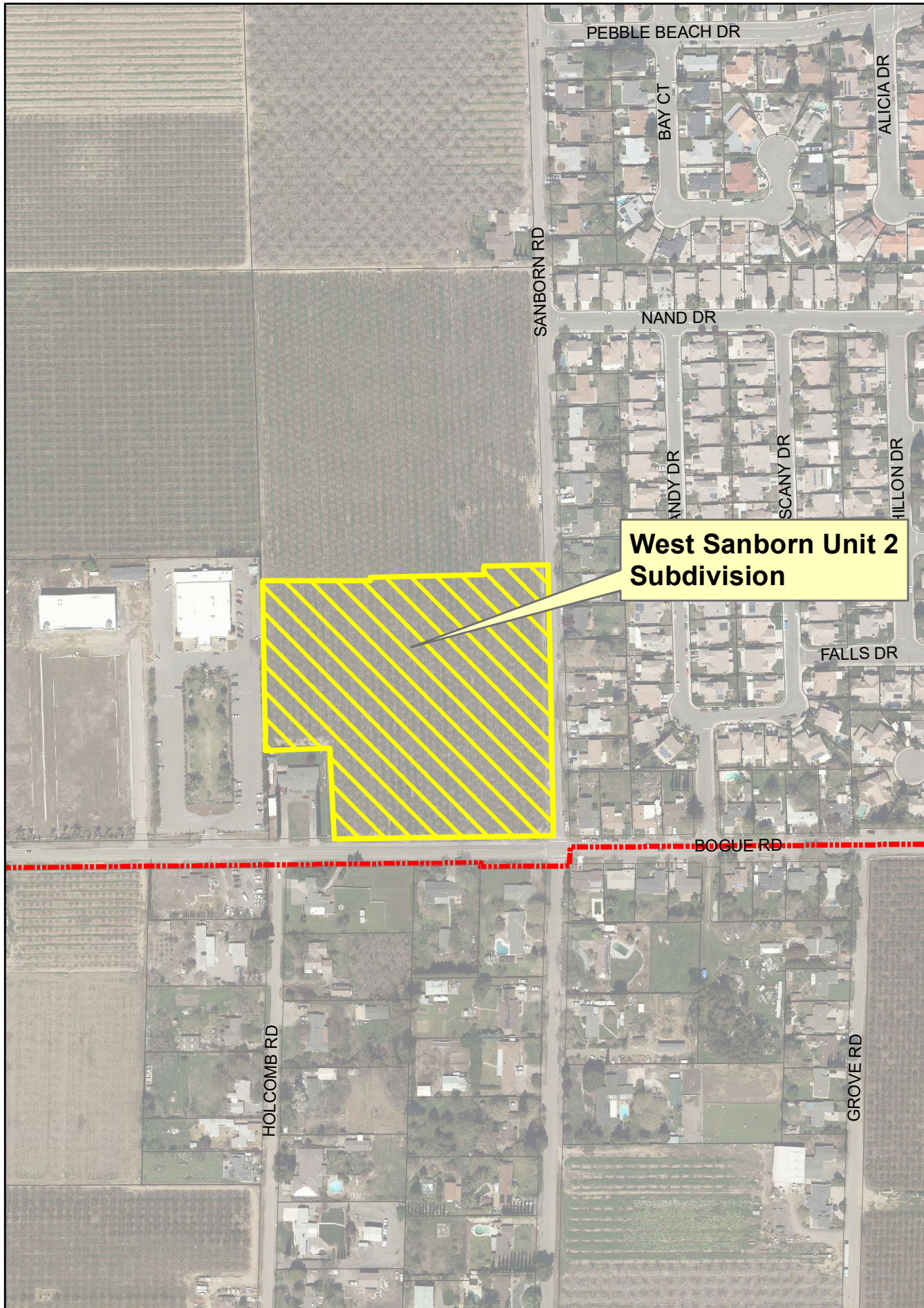
EXHIBIT C**FEE CREDITS AND REIMBURSEMENTS PAYABLE BY CITY**

(1) Oversizing water main in Bogue Road (8" to 12")		
502 605 linear feet x \$90.00 per linear foot	\$68.00	\$54,450.00 \$34,136.00
2 3 oversized gate valves (12") x \$4,120.00 each		\$ 6,750.00 \$8,240.00
(2) Oversizing water main in Sanborn Road (8" to 16")		
605 502 linear feet x \$95.00 per linear foot	\$171.00	\$47,690.00 \$103,455.00
3 2 oversized gate valves (16") x \$22,018.00 each		\$16,100.00 \$66,054.00
(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 x \$5,453.00 each		\$15,200.00 \$21,812.00
ii. Seven (7) water laterals x \$7,269.00 each		\$21,000.00 \$50,883.00
TOTAL FEE CREDITS PAYABLE BY CITY		\$161,190.00 \$284,580.00

ATTACHMENT 2



Location Map: West Sanborn Unit 1 Subdivision
Tentative Subdivision Map 19-02



**West Sanborn Unit 2
Subdivision**

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

CITY OF YUBA CITY
STAFF REPORT

Date: December 2, 2025
To: Honorable Mayor & Members of the City Council;
From: Public Works Department
Presentation By: Kevin Bradford, Deputy Public Works Director - Engineering

Summary

Subject: Purchase of Road Right-of-Way from Caltrans
Recommendation: Authorize the City Manager to execute a Purchase and Sale Agreement and accept a Grant Deed for the Real Property purchase of a 61-foot-wide strip of land, being the extension of Wild River Drive, from the State of California (APN 55-010-032) for \$1.00
Fiscal Impact: \$1.00, plus nominal staff costs

Purpose:

Secure rights for the continued maintenance and operation of Wild River Drive as the State of California continues the process of disposing excess property previously acquired for the former Third River Bridge project.

Council's Strategic Goals:

The project addresses the City Council's Strategic Goals of maintaining the City's Infrastructure and Fiscal Responsibility.

Background:

In the 1990's, the State of California acquired a 37.8-acre parcel in the Shanghai Bend area, commonly referred to as the Third River Bridge property (APN 55-010-032), in anticipation of a project that would add a vehicular bridge crossing of the Feather River south of Bogue Road. Unfortunately, that project never came to fruition and the State is preparing to sell the land as excess.

The City owns a 61-foot-wide storm drain easement through the property. The City has improved the storm drain easement into a road, extending Wild River Drive. The State has since leased the remaining interest to the City for the purpose of this road for a nominal sum of \$1.00 per year. Now that the State is preparing to sell the property, it would like to offer its interest in the 0.58-acre piece, which is being utilized in support of this portion of Wild River Drive, to the City for a nominal price of \$1.00.

Analysis:

City staff have been coordinating with Caltrans staff on the details of the transaction. Attached is a Purchase and Sale Agreement – Public Sale, which requires an authorized signature on the last page,

preceding Exhibit A.

Fiscal Impact:

The fiscal impact is \$1.00 for the property transaction, plus nominal staff time processing the necessary documents. There are sufficient unallocated Road Developer Impact Fee Funds to cover the required costs.

Alternatives:

Do not approve the purchase of the storm drain easement. This could complicate the City's continued operation and maintenance of the Wild River Drive connection when property is sold and/or developed.

Recommendation:

Authorize the City Manager to execute a Purchase and Sale Agreement and accept a Grant Deed for the Real Property purchase of a 61-foot-wide strip of land, being the extension of Wild River Drive, from the State of California (APN 55-010-032) for \$1.00.

Attachments:

1. Attachment 1 - Resolution
2. Attachment 1 - Exhibit A - Draft Agreement

Prepared By:

Kevin Bradford
Deputy Public Works Director - Engineering

Submitted By:

Robert Bendorf
Interim City Manager

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY AUTHORIZING
THE CITY MANAGER TO EXECUTE A PURCHASE AND SALE AGREEMENT AND
ACCEPT A GRANT DEED FOR THE REAL PROPERTY PURCHASE OF A STRIP OF
LAND FROM THE STATE OF CALIFORNIA (APN 055-010-032)**

WHEREAS, in the 1990's, the State of California (State) acquired a 37.8-acre parcel in the Shanghai Bend area, commonly referred to as the Third River Bridge property (APN 55-010-032), in anticipation of a project that would add a vehicular bridge crossing of the Feather River south of Bogue Road; and

WHEREAS, the above-referenced bridge project never came to fruition, and the State is now preparing to sell the land as excess; and

WHEREAS, the City owns a 61-foot-wide storm drain easement through the State property, which it has improved into a road for the extension of Wild River Drive; and

WHEREAS, the State has since leased the remaining interest to the City for the purpose of the Wild River Drive extension at the nominal sum of \$1.00 per year; and

WHEREAS, now that the State is preparing to sell the property, it is offering its interest in the 0.58-acre piece that is encumbered by the storm drainage easement and that is being utilized in support of the Wild River Drive extension to the City for a nominal price of \$1.00; and

WHEREAS, the State has provided the attached Purchase and Sale Agreement – Public Sale, which requires an authorized signature on the last page, preceding Exhibit A, and City staff recommend executing this agreement.

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

1. The City Council finds that all of the facts set forth in the recitals above are true and correct and incorporated herein.
2. The City Council hereby authorizes the City Manager to execute a Purchase and Sale Agreement and accept a Grant Deed for the Real Property purchase of a 61-foot-wide strip of land from the State of California (APN 55-010-032). Said agreement shall substantially comply with the terms and conditions presented in the draft agreement attached to this Resolution and shall be subjected to review and approval as to legal form by the City Attorney.
3. This Resolution shall become effective immediately.

The foregoing Resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 2nd day of December 2025.

AYES:

NOES:

ABSENT:

ATTEST:

Dave Shaw, Mayor

Ciara Wakefield, City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY

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

Attachment(s):

Exhibit A – Purchase and Sale Agreement

EXHIBIT A

PURCHASE AND SALE AGREEMENT – PUBLIC SALE

DOT RW 16-05 (REV 09/2024)

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is entered into as of 09/23/2025 [date] by and between the State of California, Department of Transportation ("Caltrans") and City of Yuba City ("Purchaser").

Recitals

- A. Caltrans owns the real property commonly known as DD-30816-01-01 (the "Property") and more particularly described as set forth in Exhibit "A" and Detail Map attached hereto.
- B. Purchaser is City of Yuba City.
- C. The parties wish to provide terms and conditions for Purchaser's purchase of the Property from Caltrans.

NOW THEREFORE, the parties agree as follows:

Section 1. Purchase and Sale

Caltrans shall sell the Property to Purchaser and Purchaser shall purchase the Property from Caltrans on the terms and conditions stated in this Agreement.

Section 2. Purchase Price

The purchase price for the Property shall be \$1.00 ("Purchase Price"). The Purchase Price shall be paid by Purchaser as set forth below:

- a) Payment in Full: Receipt is hereby acknowledged of the Purchase in the amount of One Dollars (\$ 1) in the form of a (☒ cashier's check ☐ certified check ☐ money order ☐ electronic funds transfer) made payable to the "California Department of Transportation."

OR

- b) Purchase Deposit: Purchaser Deposit is equal to a minimum of 10% of the Purchase Price.

☐ Receipt is hereby acknowledged of the Purchase Deposit of _____ Dollars (\$ _____) in the form of a (☐ cashier's check ☐ certified check ☐ money order ☐ electronic funds transfer) made payable to the "California Department of Transportation," which without any interest, will be applied to the Purchase Price.

OR

☐ Bidder Deposit: Receipt is hereby acknowledged of the Bidder Deposit of _____ Dollars (\$ _____) in the form of a (☐ cashier's check ☐ certified check ☐ money order ☐ electronic funds transfer) made payable to the "California Department of Transportation," which without any interest, will be applied to the Purchase Price.

Purchaser shall remit Purchase Deposit (minus the Bidder Deposit) of _____ Dollars (\$ _____) by (☐ cashier's check ☐ certified check ☐ money order ☐ electronic funds transfer) made payable to the "California Department of Transportation," no later than _____, which, without any interest, will be applied to the Purchase Price. If the Purchaser fails to remit the additional Purchase Deposit within the timeframe noted, Bidder Deposit is forfeited, and the parcel may be awarded to the second highest bidder.

- (c) Liquidated Damages: THE PARTIES AGREE THAT THE TOTAL DEPOSIT AMOUNT (PURCHASE DEPOSIT) ARE A REASONABLE SUM FOR LIQUIDATED DAMAGES SHOULD THIS TRANSACTION FAIL TO CLOSE DUE TO A MATERIAL BREACH OF THIS AGREEMENT BY PURCHASER, IN THAT, WHEN CONSIDERING ALL THE CIRCUMSTANCES EXISTING ON THE DATE OF THIS AGREEMENT, IT WOULD BE IMPRACTICABLE OR EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES. EACH PARTY AGREES THAT THE FOREGOING CONSTITUTES LIQUIDATED DAMAGES AND NOT A FORFEITURE OR PENALTY.

- d) Balance of Purchase Price. Purchaser shall remit sufficient funds to cover the balance of the Purchase Price

_____ Dollars (\$ _____) ("The Balance") no later than **Five Calendar Days from written notice the California Transportation Commision (CTC) has approved the Director's Deed covering the sale tentatively scheduled for** March 19-20, 2026.

- e) Payments shall be delivered to Caltrans, Right of Way Division at 703 B Street, Marysville, CA 95901

All payments including Bidder Deposit, Purchase Deposit, and Balance of Purchase Price must be in the form of a cashier's check, certified check, money order, or electronic funds transfer made payable to the "California Department of Transportation." Caltrans does not accept personal checks. All payments will be retained by Caltrans, not placed in escrow, and no interest will accrue.

PURCHASE AND SALE AGREEMENT – PUBLIC SALE

DOT RW 16-05 (REV 09/2024)

Section 3. Closing and California Transportation Commission Approval

Purchaser understands and agrees that this sale is subject to the approval by the CTC, tentatively scheduled for January 29-30, 2026. In the event the CTC fails to approve the sale, all monies paid by the Purchaser will be refunded without interest. Caltrans makes no representations or warranty concerning the CTC's approval of this sale.

Caltrans reserves the right to reject any and all bids and cancel the sale in part or in its entirety at any time prior to recordation of the Director's Deed. In the event of cancellation of the sale and/or rejection of any bids, payments shall be refunded without interest.

Title will transfer after the balance of the purchase price is received, the CTC approves the sale, and the Director's Deed is recorded.

Section 4. Disqualified Bids

Caltrans reserves the right to reject any and all offers, and to waive any informality or irregularity in any offer or to accept any offer deemed in the best interest of Caltrans at any time prior to the recordation of the Director's Deed. Any agreement between two or more prospective bidders to see their bid prices, or not to submit bids against each other, for the purpose of purchasing any parcel at a more advantageous price or terms, is prohibited. Where such an agreement comes to the knowledge of Caltrans, any bid made pursuant to such agreement will be disqualified. The above prohibitions do not preclude single bids submitted by one or more persons or entities or both partners or joint ventures or other similar legally permissible combination.

Section 5. Close of Escrow

Caltrans will maintain an internal escrow at no charge to Purchaser. Purchaser may open an external escrow at Purchaser's expense but selection of the escrow company is subject to Caltrans' approval, which Caltrans may withhold for any reason within its discretion. Should Purchaser elect to open an escrow, Purchaser and escrow officer shall notify Caltrans by letter within 10 days from the date of auction. The notification letter shall be mailed directly to Caltrans, Right of Way Division at 703 B Street, Marysville, CA 95901, Attn: Patrick Carlson-Rowan. Purchaser agrees to pay any and all fees associated with the external escrow, and any and all recording fees, documentary transfer tax, or any other real estate transaction fees involved in the transaction.

Section 6. Financing

Financing is the responsibility of the Purchaser, together with all costs, including appraisal and loan fees, credit reports, title insurance, premiums, surveys, documentary transfer tax, escrow and recording fees, and any other charges.

Section 7. Extension of the Purchase Period

There may be situations wherein the Purchaser is unable to complete the terms and conditions stated in this Agreement within the time allowed for reasons beyond his/her control. Under these circumstances, Caltrans, at its discretion, may elect to extend the purchase period. A non-refundable charge of 1% of the Purchase Price per month will be made for such extensions. **This fee will not be applied to the purchase price and is non-refundable.**

Section 8. Closing Cost and Prorations

Purchaser shall pay all necessary City and County fees, including but not limited to, broker's commission, surveys, escrow, points, recording fees, documentary transfer tax fees, and the premium, if any, for the title insurance policy referred to herein, and any other real estate transaction taxes or fees by whatever name known, including any personal property sales tax, where applicable. Caltrans does not pay broker commission.

Proration of real property taxes and assessments, rents, interest, and other expenses of the property shall be prorated as of the date of recordation.

Section 9. Taxes

The property is currently exempt from local taxes but will return to tax rolls upon recordation of the Director's Deed to the Purchaser.

PURCHASE AND SALE AGREEMENT – PUBLIC SALE

DOT RW 16-05 (REV 09/2024)

Section 10. Title

The Property is believed to be free of any liens, court judgments, loans, Deeds of Trust, and delinquent or unpaid property taxes. The sale of the Property is subject to all matters of public record and any easements, or reservations not of record or that which is reserved by Caltrans. Caltrans does not assume any liability for any possible encumbrances on the Property.

Purchaser understands and agrees that the right, title, and interest in the Property to be conveyed shall not exceed that vested in the State of California, Department of Transportation, and that Caltrans will furnish no policy of title insurance. If a policy of title insurance is desired, Purchaser may obtain one at Purchaser's sole expense. The property is being conveyed subject to all title exceptions, any special assessments, restrictions, reservations, or easements, whether or not items are of record, and subject to any reservations contained in the Director's Deed. Purchaser may examine any information Caltrans has relative to these matters. Purchaser has been given the opportunity to request and inspect all documents, if any, within Caltrans possession regarding the condition of the property.

Section 11. Condition of Property

Purchaser waives any further right to inspect the Property and conduct tests thereon unless otherwise agreed upon by both parties in a signed amendment to this Agreement. The Property is sold "AS IS" in its present physical condition as of the date of this Agreement. Purchaser acknowledges and agrees that they are acquiring the property in its present state and condition as of the date of this Agreement, with all defects both patent and latent, and with all faults of the property whether known or unknown, presently existing or that may hereafter arise, including without limitation, all existing conditions, if any, of lead paint, mold, or other environmental health hazards. Purchaser acknowledges and agrees that Caltrans has not made, does not make, and specifically negates and disclaims any representation, past, present, or future, of, as to, concerning, or with respect to the condition of the property.

Caltrans makes no representation regarding the potential for development, subdivision, zoning, or re-zoning of the Property. Purchaser shall be responsible for compliance with any and all local codes and ordinances for permitted land uses of any kind.

Section 12. No Assignment

Purchaser shall not assign all or any part of the Purchaser's interest in this Agreement without first having obtained the written consent of Caltrans. Any total or partial assignment shall not relieve Purchaser of Purchaser's obligation to this Agreement.

Section 13. Disclaimers

The Property and the fixtures and personal property contained therein, if any, are not new, and have been subject to normal wear and tear. Purchaser understands that Caltrans makes no express or implied warranty with respect to the condition of any of the Property, fixtures, or personal property. Caltrans makes no oral or written representation regarding the age of improvements, the size and square footage of the parcel or building, or the location of property lines. Apparent boundary line indicators such as driveways, fences, hedges, walls, or other barriers may not represent the true boundary lines which may only be determined by a surveyor. If any of these issues are important to Purchaser's decision to purchase, then Purchaser should investigate the Property independently. Purchaser acknowledges that it has not relied upon any representations by Caltrans with respect to the condition of the Property, the status of permits, zoning, or code compliance. Purchaser is to satisfy itself concerning these issues.

Section 14. Changes During Transactions

During the pendency of this transaction, Caltrans agrees that no changes in the existing leases, if any leases exist, shall be made, nor new leases or rental agreements entered into, nor shall any substantial alterations or repairs be made or undertaken to the Property without the written consent of the Purchaser. However, Caltrans cannot control vacations by tenants if tenants exercise the vacation clauses defined in their leases.

Section 15. Indemnification

Purchaser shall defend, indemnify, and hold Caltrans and Caltrans' elected and appointed officers, agents, and employees free and harmless from and against any and all liabilities, damages, claims, costs, and expenses (including and without limitation to attorney's fees, legal expenses and costs, and consultant's fees, and investigation and remediation costs) arising in whole or in part from the existence of Hazardous Substances or Hazardous Substance Conditions. The indemnity is intended to address that liability for which Caltrans may be responsible solely out of its mere ownership of said Property. This provision shall survive transfer of the title to said Property and any rescission of said transfer.

When used in this Agreement, "Hazardous Substance" shall mean any substance whose nature and/or quantity of existence, use, manufacture, disposal of effect, render it subject to federal, state, or local regulation, investigation, remediation or removal as potentially injurious to public health or welfare, including the Comprehensive Environmental Response Compensation and Liability Act or Resource Conservation and Recovery Act as now in effect.

When used in this Agreement, "Hazardous Substance Condition" shall mean the existence on or under Property of a hazardous substance that requires remediation and/or removal and/or to be otherwise mitigated pursuant to applicable law.

Section 16. Destruction of Improvements

If the improvements of the Property are destroyed, materially damaged, or found to be materially defective as a result of such damage prior to Close of Escrow or approval by the CTC, Purchaser may terminate the transaction by written notice delivered to Caltrans, and all Deposits shall be returned to Purchaser.

Section 17. Commissions

Each party represents and warrants to the other party that no broker or finder or other real estate agent is entitled to any commission, finder's fee or other compensation resulting from any action on its part. Purchaser and Caltrans each agree to indemnify the other and defend and hold harmless the other party from and against any loss, cost, or expense, including attorney's fees, incurred by such party, and against any claims, causes of action or the like brought by any broker, finder or similar agent for a commission or fee on account of this Agreement. This section does not prohibit a Purchaser from obtaining a broker at their own expense.

Section 18. Effective Headings

The subject headings of the paragraphs and subparagraphs of this Agreement are included for convenience only and shall not affect the construction or interpretation of any of its provisions.

Section 19. Entire Agreement

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all the parties.

Section 20. Counterparts

This Agreement may be executed simultaneously in one (1) or more counterparts, each of which shall be deemed an original, but all of which shall constitute one (1) and the same instrument.

Section 21. Binding on Successors and Assigns

This Agreement shall be binding on, and shall inure to the benefit of, the parties to it and their respective legal representatives, successors, and assigns.

Section 22. Attorney's Fees

If any legal action, arbitration or other proceeding is brought involving a dispute between the parties or arising out of the execution of this Agreement or sale of the Property, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees incurred in such action or proceeding, in addition to any other relief to which such party may be entitled.

Section 23. Agreement to Perform Necessary Acts

Each party agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions in this Agreement.

Section 24. No Third-Party Beneficiaries

This Agreement is for the sole benefit of the parties hereto. There are no third-party beneficiaries, intended or otherwise.

Section 25. Notices

All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the person to whom notice is to be given or, on the second (2nd) day after mailing if mailed to the party to whom notice is to be given, by First Class Mail, registered or certified, return receipt requested, postage prepaid and properly addressed as follows:

To Caltrans at: 703 B Street, Marysville, CA 95901

To Purchaser at: 1201 Civic Center Blvd, Yuba City, CA 95993

Any party may change its address for purposes of this paragraph by giving the other party written notice of the new address to the other party contained herein.

Section 26. Governing Law

This Agreement has been negotiated and entered into in the State of California and shall be governed by, construed and enforced in accordance with the laws of the State of California and according to its fair meaning, and not in favor of or against any party.

PURCHASE AND SALE AGREEMENT – PUBLIC SALE

DOT RW 16-05 (REV 09/2024)

Section 27. Severability

If any provision of this Agreement is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the parties that all the other provisions of this Agreement be construed to remain fully valid, enforceable and binding on the parties.

Section 28. Survival of Representations and Warranties

All covenants, representations, warranties, and other agreements under this Agreement shall survive the Close of Escrow.

Section 29. Time is of the Essence

Time is of the essence and performance of this Agreement in respect to all provisions of this Agreement that specify a time for performance, and failure to comply with this provision shall be a material breach of this Agreement.

Section 30. Saturdays, Sundays, and Holidays

If any date by which an election or a notice must be given falls on a Saturday, Sunday or holiday, then the date by which an election or notice must be given is extended to 5:00 p.m. on the next business day following such Saturday, Sunday or holiday.

Section 31. Waiver

No breach of any provision of this Agreement can be waived unless in writing. Waiver of any one breach of a provision hereof shall not be deemed to be a waiver of any other breach of the same or any other provision, including the time for performance of any such provision. The exercise by a party of any remedy provided in this Agreement or at law shall not prevent the exercise by that party of any other remedy provided in this Agreement or at law.

Section 32. Default

If there is a default by the Purchaser, Caltrans shall notify the Purchaser the sale is canceled, and liquidated damages shall be retained. Caltrans may, at its discretion, offer the purchase to the next highest bidder(s) at the existing purchase price, or place the property in another auction.

Section 33. Vesting

Title shall be vested as follows:
in fee to the City of Yuba City

- ☐ as Husband and Wife
- ☐ A Single Man/Woman
- ☐ A Married Man/Woman as his/her sole and separate property
- ☐ as Joint Tenants
- ☐ as Tenants in Common
- ☒ Other (specify) a municipal corporation

Section 34. Additional Terms & Conditions

Additional Terms & Conditions ☐ are / ☒ are not attached.

I agree that by providing my electronic signature for this form, I agree to conduct business transactions by electronic means and that my electronic signature is the legal binding equivalent to my handwritten signature. I hereby agree that my electronic signature represents my execution or authentication of this form, and my intent to be bound by it.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same Agreement. In order to expedite the transaction contemplated herein, to the extent allowable under applicable Law, telecopied signatures or signatures transmitted by electronic mail in so-called “pdf” format may be used in place of original signature on this Agreement. Purchaser and Caltrans intend to be bound by the signatures on the telecopied or e-mailed document, are aware that the other party will rely on the telecopied or e-mailed signatures which shall be of the same force and effect as hand-written signatures, and hereby waive any defense to the enforcement of the terms of this Agreement based on such telecopied or e-mailed signatures.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CALTRANS:

Patrick Carlson-Rowan

Recommended for Approval by:
STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

By: Patrick Carlson-Rowan
Right of Way Agent

Signature: _____

Dated

By: Purchaser

Signature: _____

Dated

By: Purchaser

Signature: _____

Dated

APPROVED:

By: Alex Del Guerra
Chief, Excess Land Branch, Right of Way

Signature: _____

Dated

By: _____

Signature: _____

Dated

[Attach exhibits with Legal Description]

EXHIBIT "A"
Legal Description of DD-030816-01-01
Page 1 of 1

A portion of that certain parcel of land described in the deed recorded July 16, 1993 in Book 1573, Page 85, Official Records of Sutter County.

Said portion is all that part thereof described as follows:

A strip of land 61.00 feet wide, lying 30.50 feet on each side of the following described centerline:

Commencing from the easterly terminus of the curve along the northerly exterior line of the parcel designated as REMAINDER on that certain parcel map entitled "PARCEL MAP NO. 878" recorded July 30, 1992, in Book 5 of Parcel Maps, Page 88 in the Office of Sutter County Recorder, described as having a delta of $21^{\circ} 44' 09''$, a radius of 875.00', and an arc length 331.95';

THENCE along said northerly exterior line, North $71^{\circ} 50' 40''$ East 123.00 feet to the centerline of an existing 61 foot Storm Drain Easement as shown on said Parcel Map and the Point of Beginning;

THENCE from said Point of Beginning leaving said Northerly exterior line and along the centerline of said Storm Drain Easement, South $21^{\circ} 33' 26''$ East 411.17 feet to the southerly exterior line of said REMAINDER parcel and the end of the herein described centerline.

The sidelines of said strip of land shall be prolonged or shortened so as to begin northerly on said northerly exterior line and terminate southerly on said southerly exterior line.

This real property description has been prepared by me,
or under my direction, in conformance with the
Professional Land Surveyors Act.

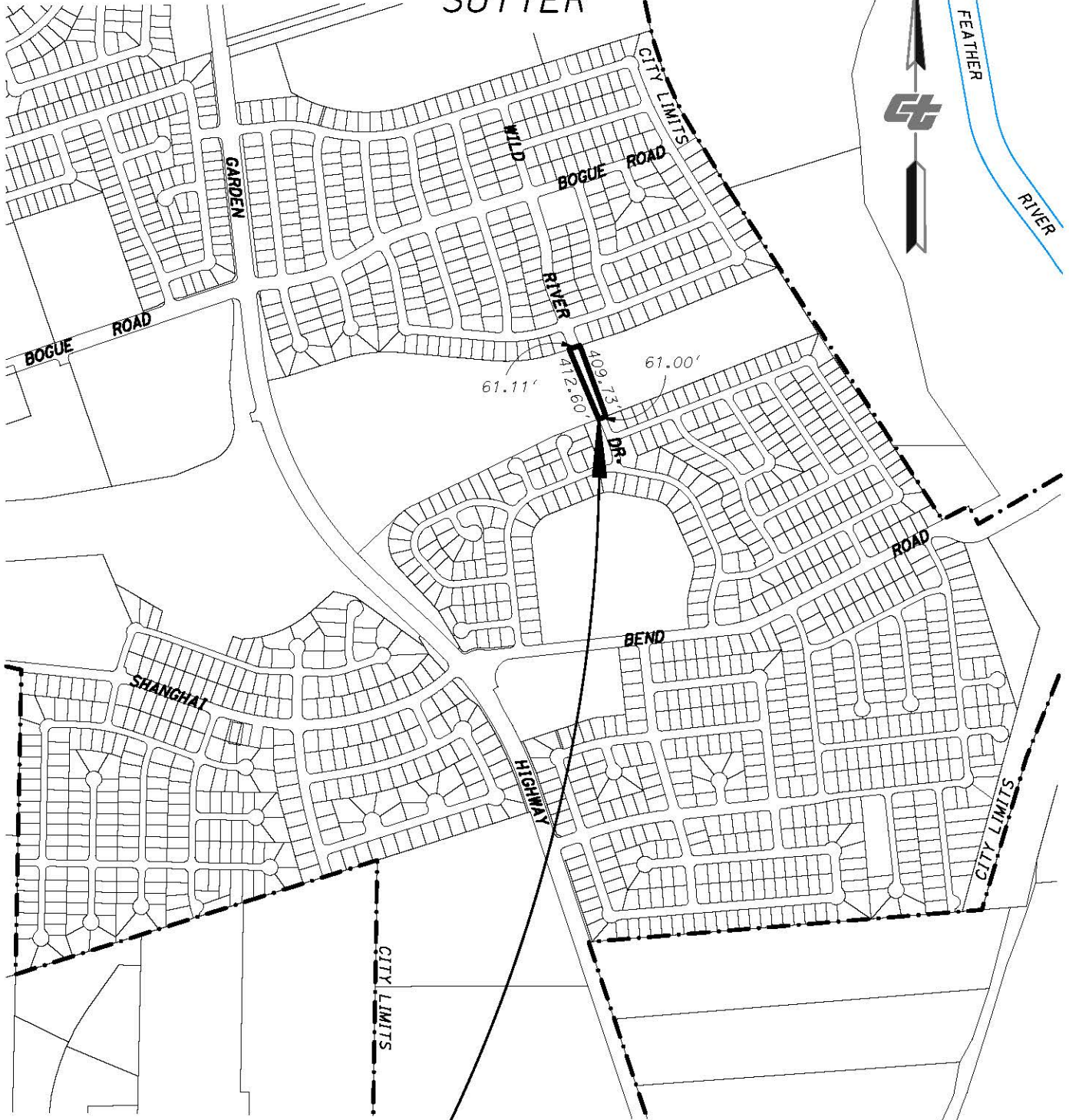
Signature Hector Vega
Professional Land Surveyor

Date 05/02/2025



COUNTY OF SUTTER

NOTE: The State of California or its officers or agents shall not be responsible for the accuracy or completeness of digital images of this map.



DD-030816-01-01
AREA 0.58 AC.

NOTES

All distances are in feet unless otherwise noted.

LEGEND

STATE OF CALIFORNIA
CALIFORNIA STATE TRANSPORTATION AGENCY
DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY
DIRECTOR'S DEED
DETAIL MAP
DD-030816-01-01

FEET 0 200 400 800 1200

DISTRICT	COUNTY	ROUTE	SHEET PM	SHEET NO.	TOTAL SHEETS
03	SUT	99	27.0	2	2

CITY OF YUBA CITY
STAFF REPORT

Date: December 2, 2025
To: Honorable Mayor & Members of the City Council;
From: Public Works Department
Presentation By: Joshua Wolffe, Public Works Director

Summary

Subject: Citywide Signal Hardware Upgrades (Award Contract Agreement)
Recommendation: Adopt a Resolution which takes the following actions:

- A. Awards a construction contract to Bear Electrical Solutions, LLC of Alviso, CA in the amount of \$804,035.00
- B. Authorizes the City Manager to execute the contract on behalf of the City, subject to review and approval as to legal form by the City Attorney
- C. Authorizes the Finance Director to make a supplemental appropriation of \$194,593.73 in HSIP grant funds to CIP Account No. 951314, contingent upon approval of the amendment to the HSIP funding agreement. Additionally authorizes an appropriation of \$51,970.54 in unallocated TDA funds to CIP Account No. 911314.

Fiscal Impact: \$723,735.25 – Account No. 921314 (Citywide Signal Hardware Upgrades)
 \$629,335.00 — Contract Award Amount (Schedule A)
 \$62,933.50 — Construction Contingency (10%)
 \$31,466.75 — Construction Management/Inspection Contingency (5%)

 \$227,110.00 – Account No. 921317 (SHS Signal Hardware Upgrades)
 \$174,700.00 — Contract Award Amount (Schedule B)
 \$34,940.00 — Construction Contingency (20%)
 \$17,470.00 — Construction Management/Inspection Contingency (10%)

Purpose:

To promote vehicle and pedestrian safety by upgrading and improving signal hardware at various signalized intersections throughout the City.

Council Strategic Goal:

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

Background:

The City of Yuba City strives to provide better and safer transportation infrastructure to its residents and visitors. In August 2020, the City developed the Systemic Safety Analysis Report (SSAR) to identify safety issues through collision analysis and developing systemic low-cost countermeasures. Upgrading traffic signal hardware was one such countermeasure identified in the SSAR as a systemic, citywide safety project.

The SSAR was then used to submit a grant application through the Caltrans Highway Safety Improvement Program (HSIP) and to secure funding for this project. Two grants were awarded for the project, one for city-owned traffic signals, and one for Caltrans-owned traffic signals, within the City limits. This project combines both grants into a single project.

The locations to be addressed are shown on the Project Location Map (Attachment 2).

The City developed the Plans, Specifications, and Estimate for the Citywide Signal Hardware Upgrades Project. On August 20, 2024, City Council approved Plans and Specifications for the Citywide Signal Hardware Upgrades.

Analysis:

The Project was advertised for bids beginning October 14, 2025. On October 28, 2025, only two (2) bids were received and opened by the City Clerk. The two bids received, and the Engineer's Estimate are shown below:

Company	Base Bid Amount
Bear Electrical Solutions, LLC	\$804,035.00
St. Francis Electric, LLC	\$946,172.00
<i>Engineer's Estimate:</i>	<i>\$650,00.00</i>

Bear Electrical Solutions, LLC. is the low, responsible, and responsive bidder. Contract administration, construction management, and quality assurance inspection will be performed by Public Works Department staff. Project construction is expected to begin in early 2026 and continue through Spring 2026, weather permitting.

Fiscal Impact:

The estimated total construction cost for the project is approximately \$950,845.25, which consists of the following components:

Total Construction Contract:	\$804,035.00	
	Citywide Traffic Signal Upgrades (1314)	State Highway Signal Upgrades (1317)
Construction Contract:	\$629,335.00	\$174,700.00
Construction Contingency	\$ 62,933.50	\$ 34,940.00
Construction Management and Inspection	\$ 31,466.75	\$ 17,470.00
Project Cost:	\$723,735.25	\$227,110.00
Total Project Cost (City and State):	\$950,845.25	

Currently, Capitol Improvement Program (CIP) Account No. 1314 (Citywide Signal Hardware Upgrades)

has a balance of approximately \$540,146.97, consisting of \$517,943.99 in HSIP grant funds and \$22,202.98 in local TDA funds. Staff are coordinating with Caltrans to amend the HSIP funding agreement to add \$194,593.73 in grant funds for the Citywide Traffic Signal Upgrades (1314) project and recommend authorizing the Finance Director to receive the additional funds and make the following appropriations:

- \$194,593.73 HSIP grant funds to CIP Account No. 951314.
- \$51,970.54 in unallocated TDA funds to CIP Account No. 911314.

In the event Caltrans denies the grant amendment request, staff recommend supplementing the project with unallocated TDA funds and authorizing the Finance Director to make a supplemental appropriation to CIP Account No. 911314 in the necessary amount.

Currently, CIP Account No. 1317 (SHS Signal Hardware Upgrades) has a balance of \$482,535.02, consisting entirely of HSIP grant funds. No fiscal adjustments are required for this account.

Environmental:

A Categorical Exemption (SCH#2024070544) was previously prepared and adopted for this project. There have been no substantial changes or other factors affecting the validity of the Categorical Exemption. As a result, no further environmental analysis is required by the California Environmental Quality Act.

Alternatives:

1. Wait for Caltrans' approval of the HSIP grant amendment request before proceeding with the project. This option would delay the project, but it could still be delivered within the required grant timelines.

Recommendation:

Adopt a Resolution which takes the following actions:

A. Awards a construction contract to Bear Electrical Solutions, LLC of Alviso, CA in the amount of \$804,035.00.

B. Authorizes the City Manager to execute the contract on behalf of the City, subject to review and approval as to legal form by the City Attorney.

C. Authorizes the Finance Director to make a supplemental appropriation of \$194,593.73 in HSIP grant funds to CIP Account No. 951314, contingent upon approval of the amendment to the HSIP funding agreement. Additionally authorizes an appropriation of \$51,970.54 in unallocated TDA funds to CIP Account No. 911314.

If the amendment to the HSIP funding agreement is not approved, authorizes the Finance Director to make a supplemental appropriation of unallocated TDA funds to CIP Account No. 911314 in the amount necessary to fully fund the project.

Attachments:

1. Attachment 1 - Resolution
2. Attachment 1 - Exhibit A to Resolution
3. Attachment 2 - Project Location Map

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
AWARDING A CONSTRUCTION CONTRACT TO BEAR ELECTRICAL SOLUTIONS, LLC IN
THE AMOUNT OF THEIR TOTAL BID \$804,035.00, AUTHORIZING THE CITY MANAGER TO
EXECUTE THE CONTRACT ON BEHALF OF THE CITY, SUBJECT TO REVIEW AND
APPROVAL AS TO LEGAL FORM BY THE CITY ATTORNEY, AND AUTHORIZING THE
FINANCE DIRECTOR TO MAKE NECESSARY APPROPRIATIONS TO FUND THE CITYWIDE
SIGNAL HARDWARE UPGRADES PROJECT**

WHEREAS, the City of Yuba City (City) advertised for bids for the Citywide Signal Hardware Upgrades Project (Project); and

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

Bear Electrical Solutions, LLC	\$804,035.00
St. Francis Electric, LLC	\$946,172.00; and

WHEREAS, the City Public Works Department has reviewed the two (2) bids, and examined Bear Electrical Solutions, LLC and its bid response, found it to be both the lowest qualified responsive and responsible bidder, and has recommended it for award of this project; and

WHEREAS, the City desires to award the bid to Bear Electrical Solutions, LLC and enter into an agreement with Bear Electrical Solutions, LLC to construct the Project.

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

1. The City Council finds that all of the facts set forth in the recitals above are true and correct and incorporated herein.
2. The City Council previously prepared and certified a Categorical Exemption (CE) for the project. The City Council found and determined the project falls within the Class 1 Categorical Exemption set forth in the California Environmental Quality Act (CEQA) Guidelines Section 15301. The award of a construction contract to effectuate the same does not change the environmental assessment of the CE and no further action or review is required under CEQA.
3. The City Council of the City of Yuba City does hereby accept the two (2) bids received as noted above, finds that Bear Electrical Solutions, LLC is the lowest responsive and responsible bidder, and awards the construction contract to Bear Electrical Solutions, LLC in the total amount bid of \$804,035.00 for the Citywide Signal Hardware Upgrades Project. City Manager is authorized to execute the same and make any non-material changes thereto subject to approval as to legal form by City Attorney.
4. The City Council of the City of Yuba City authorizes the Finance Director to make a supplemental appropriation in the amount of \$194,593.73 in HSIP grant funds to CIP Account No. 951314, contingent upon approval of the amendment to the HSIP funding agreement. Additionally authorizes an appropriation of \$51,970.54 in unallocated Transportation Development Act (TDA) funds to CIP Account No. 911314. If the amendment to the HSIP funding agreement is not approved, authorizes the Finance Director to make a supplemental

appropriation of unallocated TDA to CIP Account No. 911314 in the amount necessary to fully fund the project.

5. This Resolution shall become effective immediately.

The foregoing resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 2nd day of December 2025.

AYES:

NOES:

ABSENT:

Dave Shaw, Mayor

Ciara Wakefield, City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY:

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

Attachment(s):

- A. Exhibit A – (Draft) Agreement for the Construction of the Citywide Signal Upgrades Project

EXHIBIT A

**CONTRACT AGREEMENT
CONTRACT
FOR THE CONSTRUCTION OF
CITYWIDE SIGNAL HARDWARE UPGRADES
CONTRACT NO: 1314-CON-24**

THIS AGREEMENT, made and concluded this ____ day of _____ 2025, between the City of Yuba City, party of the first part, and Bear Electrical Solutions, LLC., Contractor, part of the second part.

ARTICLE I. – WITNESSETH, That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said party of the first part, and under the conditions expressed in the two bonds, bearing even date with these presents, and hereunto annexed, the said party of the second part agrees with the said party of the first part, at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications to be furnished by said party of the first part, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of the City of Yuba City Public Works Department, the work described in the Special Provisions, Standard Specifications of the State of California Department of Transportation dated 2023, the Standard Plans dated 2023, including any addenda thereto and also in conformance with current Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished, which said special provisions, project plans, Standard Plans, Standard Specifications, and Labor Surcharge and Equipment Rental Rates are hereby specially referred to and by such reference made a part hereof.

The special provisions for the work to be done are dated 10/10/2025 and are entitled:

BID BOOK

**NOTICE TO CONTRACTORS
SPECIAL PROVISIONS
PROPOSAL
AND CONTRACT**

FOR

**CITYWIDE SIGNAL HARDWARE UPGRADES
CONTRACT NO: 1314-CON-24**

The project plans for the work to be done were approved August 20, 2024, and are entitled:

**PROJECT PLANS FOR
CITYWIDE SIGNAL HARDWARE UPGRADES
CONTRACT NO: 1314-CON-24**

ARTICLE II. – The said party of the first part hereby promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices hereinafter set forth, and hereby contracts to pay the same at the time, in the manner and upon the conditions herein set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III. – The State general prevailing wage rates determined by the Director of Industrial Relations are hereby made a part of this contract. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith. When the project is subject to both State and Federal hourly minimum rates for wages and fringe benefits and when the two rates differ for similar kinds of labor, the Contractor shall not pay less than the higher rate.

ARTICLE IV. – By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in conformance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE V. – And the said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City of Yuba City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them, to wit.

Approved as to legal form:

City Attorney
City of Yuba City

CITY OF YUBA CITY

Robert Bendorf
Interim City Manager

Date

CONTRACTOR

Company Name

Company Address

Phone Number

Signature

Name (Printed)

Title

Date

BID ITEM LIST
CITYWIDE SIGNAL HARDWARE IMPROVEMENTS
CONTRACT NO. 1314-CON-24

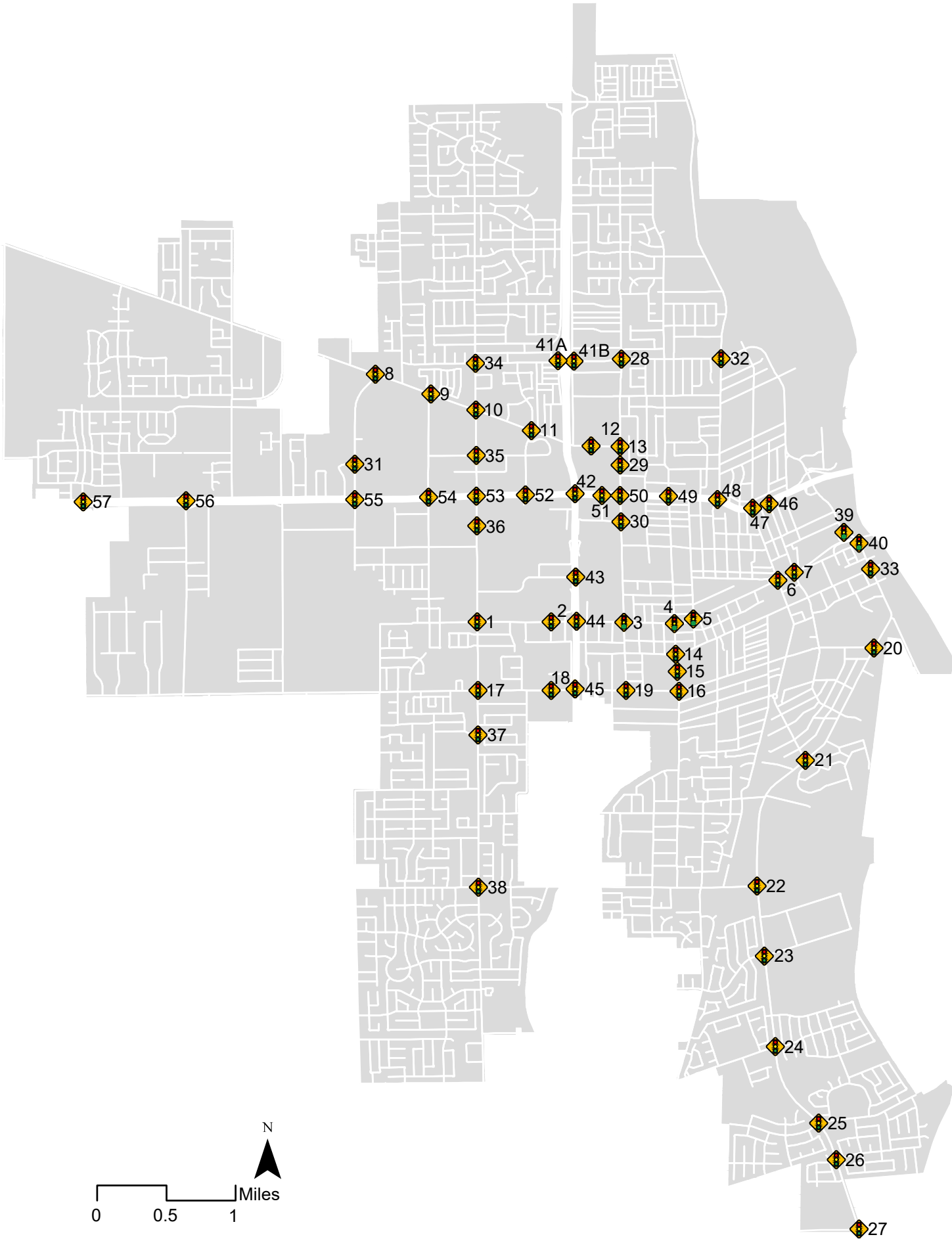
Bid Schedule A – City Owned Facilities					
Bid Item	Item Description	Unit	Quantity	Unit Price	Total Price
1	Mobilization/Demobilization	LS	1	\$3,400.00	\$3,400.00
2	Traffic control (Traffic Control Plans and Caltrans Encroachment Permit Costs)	LS	1	\$25,950.00	\$25,950.00
3	Remove and replace 3-head backplate and visors with retroreflective tape	EA	123	\$265.00	\$32,595.00
4	Remove and replace 3-head traffic signal with upgraded 12" LED bulbs, new backplates, visors and retroreflective tape	EA	80	\$1,240.00	\$99,200.00
5	Remove and replace 5-head traffic signal with upgraded 12" LED bulbs, new backplates, visors and retroreflective tape	EA	3	\$1,620.00	\$4,860.00
6	Furnish and install new 3-head left turn traffic signal and retroreflective tape		2	\$1,345.00	\$2,690.00
7	Furnish and install new 5-head traffic signal and retroreflective tape	EA	3	\$1,940.00	\$5,820.00
8	Install louvers	EA	3	\$320.00	\$960.00
9	Install retroreflective tape	EA	372	\$100.00	\$37,200.00
10	Upgrade to LED Internally Illuminated Street Name Sign (IISNS)	EA	83	\$5,020.00	\$416,660.00

Bid Schedule B – Caltrans Owned Facilities					
11	Mobilization/Demobilization	LS	1	\$3,400.00	\$3,400.00
12	Traffic control	LS	1	\$17,520.00	\$17,520.00
13	Remove and replace 3-head backplate and visors with retroreflective tape	EA	100	\$265.00	\$26,500.00
14	Remove and replace 3-head traffic signal with upgraded 12" LED bulbs, new backplates, visors and retroreflective tape	EA	30	\$1,240.00	\$37,200.00
15	Install louvers	EA	5	\$320.00	\$1,600.00
16	Install retroreflective tape	EA	188	\$100.00	\$18,800.00
17	Upgrade to LED Internally Illuminated Street Name Sign (IISNS)	EA	4	\$5,020.00	\$20,080.00
18	Remove and replace Type IX Street Name Sign	EA	32	\$1,550.00	\$49,600.00

				Total Bid:	\$804,035.00
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ATTACHMENT 2

N:\Engineering Share\Transportation\Projects\1314 - Citywide Signal Hardware Upgrades\DWG\CAD\1314_Citywide Signal Hardware Upgrade Plans_25-1009.dwg



SITE	LOCATION	SHEET NO.
1	BRIDGE ST & WALTON AVE	3
2	BRIDGE ST & OJI WAY	4
3	BRIDGE ST & GRAY AVE (NIC)	-
4	BRIDGE ST & CLARK AVE (NIC)	-
5	BRIDGE ST & COOPER AVE (NIC)	-
6	BRIDGE ST & PLUMAS ST	5
7	BRIDGE ST & SHASTA ST	6
8	BUTTE HOUSE RD & HARTER PKWY	7
9	BUTTE HOUSE RD & THARP RD	8
10	BUTTE HOUSE RD & STABLER LN	9
11	BUTTE HOUSE RD & CIVIC CENTER BLVD	10
12	BUTTE HOUSE RD & YUBA PLAZA	11
13	BUTTE HOUSE RD & GRAY AVE	12
14	CLARK AVE & B ST	13
15	CLARK AVE AT YCHS CROSSWALK	14
16	CLARK AVE & FRANKLIN AVE	15
17	FRANKLIN AVE & WALTON AVE	16
18	FRANKLIN AVE AT WINCO	17
19	FRANKLIN AVE & GRAY AVE	18
20	GARDEN HWY & FRANKLIN AVE	19
21	GARDEN HWY & PERCY AVE	20
22	GARDEN HWY & LINCOLN RD	21
23	GARDEN HWY & BURNS DR	22
24	GARDEN HWY & BOGUE RD	23
25	GARDEN HWY & SHANGHAI BEND RD	24
26	GARDEN HWY & EUREKA DR	25
27	GARDEN HWY & STEWART RD	26
28	GRAY AVE & QUEENS AVE	27
29	GRAY AVE & AINSLEY AVE	28
30	GRAY AVE & LOUISE AVE	29
31	HARTER PKWY & N COLUSA FRONTAGE RD	30
32	LIVE OAK BLVD & QUEENS AVE	31
33	SECOND ST & B ST	32
34	STABLER LN & QUEENS AVE	33
35	STABLER LN & POOLE BLVD	34
36	WALTON AVE & SAM'S CLUB	35
37	WALTON AVE & CAMINO DE FLORES	36
38	WALTON AVE & LINCOLN RD	37
39	SUTTER ST & 5TH ST BRIDGE OFFRAMP	38
40	SECOND ST & BRIDGE ST	39

SITE	LOCATION	SHEET NO.
41A	SR 99 & QUEENS AVE (WEST)	40
41B	SR 99 & QUEENS AVE (EAST)	41
42	SR 99 & SR 20	42
43	SR 99 & SUNSWEET BLVD	43
44	SR 99 & BRIDGE ST	44
45	SR 99 & FRANKLIN RD	45
46	SR 20 & SHASTA ST	46
47	SR 20 & PLUMAS ST	47
48	SR 20 & LIVE OAK BLVD	48
49	SR 20 & CLARK AVE	49
50	SR 20 & GRAY AVE	50
51	SR 20 & ROCCA WAY	51
52	SR 20 & CIVIC CENTER BLVD	52
53	SR 20 & N WALTON AVE	53
54	SR 20 & THARP RD	54
55	SR 20 & HARTER PKWY	55
56	SR 20 & N GEORGE WASHINGTON BLVD	56
57	SR 20 & WESTERN PKWY	57



CITY OF YUBA CITY

LOCATION MAP



SUBMITTED BY: S. CARRILLO	DESIGN BY: FGV	DRAWING NO.
1201 CIVIC CENTER BLVD. YUBA CITY, CA 95993 (530) 822-3288	DRAWN BY: FGV CHECKED BY: JW DATE OF PLANS: 08/20/2024	5576-B SHEET 2 OF 62 SHEETS

NIC = NOT IN CONTRACT

CITY OF YUBA CITY
STAFF REPORT

Date: December 2, 2025
To: Honorable Mayor & Members of the City Council;
From: Human Resources Department
Presentation By: Gina Rowland, Interim Human Resources Director

Summary

Subject: Classification and Position Changes in the City Manager's Office

Recommendation: Adopt a Resolution taking the following actions:

- A. Approving a new job description for City Clerk Administrator/Risk Manager and adding it to the Mid-Manager's unit
- B. Amending the salary schedule to add City Clerk Administrator/Risk Manager (\$10,142 - \$12,327 monthly)
- C. Updating the authorized position resolution for Department No. 1305, City Manager, to delete 1.0 FTE City Clerk Administrator and adding 1.0 FTE City Clerk Administrator/Risk Manager and 1.0 FTE Administrative Analyst I/II-Confidential
- D. Reclassifying the incumbent City Clerk Administrator to City Clerk Administrator/Risk Manager effective December 13, 2025
- E. Authorizing the Finance Director to transfer \$120,000 from 6535-64311 (Insurance Expense) to 6535-61210 (Salaries & Wages)
- F. Adopting a Resolution appointing the City Clerk Administrator/Risk Manager to serve as the City's Director on the NCCSIF Board of Directors and appointing the Administrative Analyst III in Human Resources to serve as the City's Alternate Director in the absence of the Director
- G. Approving a recruitment for a full-time Administrative Analyst I/II-Confidential with a regular, full-time appointment

Fiscal Impact: The cost to reclassify the existing City Clerk Administrator to City Clerk Administrator/Risk Manager is estimated to be \$7,780 for the remainder of FY2025/26. The cost to add the Administrative Analyst I/II-Confidential position is estimated to be \$60,320 for the remainder of FY2025/26. The full year cost for the new position for salary and benefits is approximately \$112,022.

It is recommended that these costs be paid for from the General Liability Internal Service Fund (ISF). This fiscal year, the General Liability ISF has a budget savings of approximately \$500,000 due to actual insurance premiums being lower than budgeted. The General Liability ISF is approximately 67 percent funded by the General Fund.

Purpose:

To provide the City Manager's office with the staffing necessary to implement a centralized, comprehensive risk management program.

Council's Strategic Goal:

This item addresses the City Council's Strategic Goal of Fiscal Responsibility. An investment in a risk management helps promote fiscal responsibility by identifying trends early and minimizing costly claims for the City. Over time, the cost savings from avoided incidents and reduced insurance premiums are likely to far exceed program costs, making risk management not just a protective measure but a sound financial strategy.

Background:

On October 7, 2025, the City Council adopted an Ordinance amending the City's special claims procedures and implementing a more uniform and efficient process for filing claims against the City. This Ordinance was one of the first steps taken toward an increased focus on risk management. A strong focus on risk management is essential for the City to protect public resources and safety. By identifying and mitigating potential risks, the City can reduce liability exposure and help improve decision-making across all departments. Presently, risk management functions are spread out amongst several City departments. The Finance department handles risk management program development and administration, claims management for claims against the City, and reviews contracts and agreements for insurance requirements and hold harmless provisions. The Fire department has historically taken the lead on emergency preparedness planning and coordination. Human Resources handles workers' compensation administration and citywide safety programs. The City Clerk's office receives Claims Against the City and routes them to the appropriate departments for handling. This recommendation will consolidate the risk management functions with the City Manager's office to provide a centralized and cohesive program for the City with the goal of improving effectiveness, minimizing risk, and reducing costs to the City. The Human Resources department will retain Citywide safety programs, for now, and will continue to administer workers' compensation given its nexus with leaves management and administration of the Americans with Disabilities Act.

Analysis:

In order to ensure sufficient staffing to implement an effective comprehensive risk management program, it is recommended to reclassify the incumbent City Clerk Administrator to City Clerk Administrator/Risk Manager. This position will direct and assume management responsibility for the City's risk management program including liability, property insurance, claims management and processing, contract and vendor management, loss control and safety, emergency management and business continuity, and training and technical assistance to City departments. By designating this position as the City's Risk Manager, it is necessary to update the City's Resolution appointing its Director on the Northern California Cities Self Insurance Fund (NCCSIF) Board of Directors.

It is further recommended that a full-time Administrative Analyst I/II-Confidential position be added to serve as the central coordination point for all City risk management activities. Specific responsibilities include, but are not limited to, coordinating and managing all insurance coverages including liability, property, workers' compensation, and specialized coverages; reviewing and monitoring insurance certificates for vendors, contractors, and lessees to ensure compliance with City requirements; investigating claims, gathering documentation, and coordinating with departments to compile necessary information; working with joint powers agency (JPA) claims adjusters, third-party administrators, and defense counsel on claim resolution; coordinating with departments on emergency response protocols related to risk management; providing risk management training and technical assistance to City departments; and educating supervisors and managers on claim prevention and risk mitigation strategies.

Lastly, it is recommended that the City Council authorize the Interim Human Resources Director to

conduct a recruitment to fill the newly-created Administrative Analyst position at either the I or II level depending on the qualifications of the applicants.

Fiscal Impact:

The cost to reclassify the existing City Clerk Administrator position to a new City Clerk Administrator/Risk Manager position is estimated to be \$7,780 for the remainder of FY2025/26. The cost to add the Administrative Analyst I/II-Confidential position is estimated to be \$60,320 for the remainder of FY2025/26. The full year cost for the new position for salary and benefits is approximately \$112,022.

It is recommended that these costs be paid for from the General Liability Internal Service Fund (ISF). This fiscal year, the General Liability ISF has a budget savings of approximately \$500,000 due to actual insurance premiums being lower than budgeted. The General Liability ISF is approximately 67 percent funded by the General Fund.

Alternatives:

The City Council could choose to not approve the recommended actions.

Recommendation:

Adopt a Resolution taking the following actions:

- A. Approving a new job description for City Clerk Administrator/Risk Manager and adding it to the Mid-Manager's unit
- B. Amending the salary schedule to add City Clerk Administrator/Risk Manager (\$10,142 - \$12,327 monthly)
- C. Updating the authorized position resolution for Department No. 1305, City Manager, to delete 1.0 FTE City Clerk Administrator and adding 1.0 FTE City Clerk Administrator/Risk Manager and 1.0 FTE Administrative Analyst I/II-Confidential
- D. Reclassifying the incumbent City Clerk Administrator to City Clerk Administrator/Risk Manager effective December 13, 2025
- E. Authorizing the Finance Director to transfer \$120,000 from 6535-64311 (Insurance Expense) to 6535-61210 (Salaries & Wages)
- F. Adopting a Resolution appointing the City Clerk Administrator/Risk Manager to serve as the City's Director on the NCCSIF Board of Directors and appointing the Administrative Analyst III in Human Resources to serve as the City's Alternate Director in the absence of the Director
- G. Approving a recruitment for a full-time Administrative Analyst I/II-Confidential with a regular, full-time appointment

Attachments:

1. Resolution for Class and Position Changes
2. Exhibit A - Salary Schedules
3. Class Spec - City Clerk Administrator/Risk Manager
4. NCCSIF Board - Resolution 12.2.25

Prepared By:

Gina Rowland
Interim Human Resources Director

Submitted By:

Robert Bendorf
Interim City Manager

ATTACHMENT 1

RESOLUTION NO. 25-____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY IMPLEMENTING CLASSIFICATION AND POSITION CHANGES IN THE CITY MANAGER'S OFFICE FOR A COMPREHENSIVE RISK MANAGEMENT PROGRAM

WHEREAS, the City's risk management functions are presently performed by multiple City departments; and

WHEREAS, the City Council adopted an Ordinance on October 7, 2025 amending the City's special claims procedures and implementing a more uniform and efficient process for filing claims against the City, and was one of the first steps taken toward and increased focus on risk management; and

WHEREAS, a strong focus on risk management is essential for the City to protect public resources and safety; and

WHEREAS, staff has evaluated the City's existing risk management program and has recommended the City Manager's office be provided with the staffing necessary to implement a centralized, comprehensive risk management program.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE CITY COUNCIL OF THE CITY OF YUBA CITY AS FOLLOWS:

SECTION I. Unit Modifications.

- A. The classification of City Clerk Administrator/Risk Manager will be established and added to the Mid-Managers bargaining unit.
- B. The classification will be governed by the terms of the Memorandum of Understanding applicable to the specified bargaining unit.

SECTION II. Salary Schedule Amendments.

The modifications of the City's salary schedule as enumerated in Exhibit 1A are approved to reflect the new job classification and are incorporated herein by reference.

SECTION III. Authorized Positions.

Update the Authorized Positions for Department No. 1305, City Manager, as follows:

- A. Delete 1.0 FTE City Clerk Administrator
- B. Add 1.0 FTE City Clerk Administrator/Risk Manager
- C. Add 1.0 FTE Administrative Analyst I/II-Confidential

SECTION IV. Budget Adjustment.

The Finance Director is hereby authorized to transfer \$120,000 from 6535-64311 (Insurance Expense) to 6535-61210 (Salaries & Wages).

SECTION V. Authorization.

The Finance Director is hereby authorized to amend the salary schedule and budget to reflect the adjustments, establish the salary steps, and make any necessary supplemental appropriations required.

The foregoing Resolution of the City Council of the City of Yuba City was duly introduced, passed and adopted at a regular meeting thereof held on the 2nd day of December 2025.

AYES:

NOES:

ABSENT:

Dave Shaw, Mayor

ATTEST:

Ciara Wakefield, City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY:

Ian B. Sangster
Kronick, Special Counsel

Exhibits:

- A. Salary Schedule Amendments (Effective December 13, 2025)

EXHIBIT A

**CITY OF YUBA CITY
SALARY SCHEDULE AND GENERAL COMPENSATION PLAN
EFFECTIVE DECEMBER 13, 2025**

Mid Managers - EMPLOYEES HIRED PRIOR TO APRIL 28, 2018

CLASSIFICATION	Group	SALARY STEPS					
		1	2	3	4	5	
7165* ACCOUNTING MANAGER	MM	10,041	10,543	11,070	11,624	12,205	Monthly
		57.93	60.83	63.87	67.06	70.42	Hourly
7070* ADMINISTRATIVE ANALYST III	MM	7,761	8,149	8,556	8,984	9,433	Monthly
		44.78	47.01	49.36	51.83	54.42	Hourly
7125* ANIMAL SERVICES MANAGER	MM	8,600	9,030	9,481	9,955	10,452	Monthly
		49.62	52.10	54.70	57.43	60.30	Hourly
7025* BUSINESS DEVELOPMENT MANAGER	MM	8,372	8,791	9,231	9,693	10,178	Monthly
		48.30	50.72	53.26	55.92	58.72	Hourly
7112* CHIEF BUILDING OFFICIAL	MM	9,857	10,350	10,868	11,411	11,981	Monthly
		56.87	59.71	62.70	65.83	69.12	Hourly
7418* CITY CLERK ADMINISTRATOR	MM	9,434	9,906	10,401	10,921	11,467	Monthly
		54.43	57.15	60.01	63.01	66.16	Hourly
7114* CITY CLERK ADMINISTRATOR - RISK MANAGER	MM	10,142	10,649	11,181	11,740	12,327	Monthly
		58.51	61.44	64.51	67.73	71.11	Hourly
7175* DEPUTY P.W. DIRECTOR - ENGINEERING	MM	11,298	11,863	12,456	13,079	13,733	Monthly
		65.18	68.44	71.86	75.46	79.23	Hourly
7160* DEPUTY DIRECTOR - UTILITIES	MM	9,989	10,488	11,012	11,563	12,141	Monthly
		57.63	60.51	63.53	66.71	70.05	Hourly
7110* DIVISION FIRE CHIEF	MM	11,720	12,306	12,921	13,567	14,245	Monthly
		67.62	71.00	74.54	78.27	82.18	Hourly
7120* ENGINEER - SENIOR	MM	9,350	9,818	10,309	10,824	11,366	Monthly
		53.94	56.64	59.48	62.45	65.57	Hourly
7200* ENVIRONMENTAL COMPLIANCE MANAGER	MM	9,080	9,534	10,011	10,512	11,037	Monthly
		52.38	55.00	57.76	60.65	63.68	Hourly
7205* INFORMATION SECURITY ADMINISTRATOR	MM	9,043	9,495	9,970	10,469	10,992	Monthly
		52.17	54.78	57.52	60.40	63.42	Hourly
7105* INFORMATION TECHNOLOGY MANAGER	MM	10,018	10,519	11,045	11,597	12,177	Monthly
		57.80	60.69	63.72	66.91	70.25	Hourly

7043*	PARK MAINTENANCE MANAGER	MM	6,928 39.97	7,274 41.97	7,638 44.07	8,020 46.27	8,421 48.58	Monthly Hourly
7044*	PARKS AND GROUNDS SUPERINTENDENT	MM	8,600 49.62	9,030 52.10	9,481 54.70	9,955 57.43	10,452 60.30	Monthly Hourly
7065*	PLANNER-SENIOR	MM	7,611 43.91	7,992 46.11	8,392 48.42	8,812 50.84	9,253 53.38	Monthly Hourly
7060*	PLANNING MANAGER	MM	9,415 54.32	9,886 57.03	10,380 59.88	10,899 62.88	11,444 66.02	Monthly Hourly
7085*	PROJECT MANAGER	MM	7,879 45.46	8,273 47.73	8,687 50.12	9,121 52.62	9,578 55.26	Monthly Hourly
7046*	RECREATION MANAGER	MM	8,062 46.51	8,465 48.84	8,888 51.28	9,332 53.84	9,799 56.53	Monthly Hourly
7015*	UTILITIES ADMINISTRATIVE MANAGER	MM	8,943 51.59	9,390 54.17	9,860 56.88	10,353 59.73	10,871 62.72	Monthly Hourly
7090*	UTILITIES MAINTENANCE SUPERINTENDENT	MM	9,071 52.33	9,525 54.95	10,001 57.70	10,501 60.58	11,026 63.61	Monthly Hourly

MOU Article 1.5 - Bilingual Pay - effective November 18, 2023

Employees who are proficient in speaking a foreign language, as determined by the City receive bilingual pay in the amount of 1.4% of the base rate of pay

Certificate Pay

Employees in the Parks Division who possess a Pool Operations Certificate will receive 1.5% of their base rate of pay

Employees in the Community Services Department who possess a Certified Playground Safety Inspector Certificate will receive 1.5% of their base rate of pay

Employees in the following divisions: Water Distribution, Wastewater Collections, Utilities, Fleet, Streets, Parks Maintenance, and Recreation who drive the bus and possess a valid California Driver's License with a passenger endorsement receive Special Class Driver's License Pay of one and a half percent (1.5%) of their base rate of pay

* Indicates classifications which are not eligible for overtime compensation and are exempt from the Fair Labor Standards Act (FLSA).

EMPLOYEE BARGAINING GROUPS

CON - Confidential

PUE, Local #1 - General Employees

DH - Department Head

MM - Middle Manager

FM - Fire Management

FLM - 1st Level Manager

PD - Police Department

FIRE - Fire Department

PSMM - Police Sworn Mid Manager

PS - Police Sergeant

**CITY OF YUBA CITY
SALARY SCHEDULE AND GENERAL COMPENSATION PLAN
EFFECTIVE DECEMBER 13, 2025**

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

CLASSIFICATION		Group	SALARY STEPS									
			1	2	3	4	5	6	7	8	9	
7565*	ACCOUNTING MANAGER	MM	10,041 57.93	10,292 59.38	10,543 60.83	10,807 62.35	11,070 63.87	11,347 65.46	11,624 67.06	11,915 68.74	12,205 70.42	Monthly Hourly
7470*	ADMINISTRATIVE ANALYST III	MM	7,761 44.78	7,955 45.89	8,149 47.01	8,353 48.19	8,556 49.36	8,770 50.60	8,984 51.83	9,209 53.13	9,433 54.42	Monthly Hourly
7525*	ANIMAL SERVICES MANAGER	MM	8,600 49.62	8,815 50.86	9,030 52.10	9,256 53.40	9,481 54.70	9,718 56.07	9,955 57.43	10,204 58.87	10,452 60.30	Monthly Hourly
7425*	BUSINESS DEVELOPMENT MANAGER	MM	8,372 48.30	8,582 49.51	8,791 50.72	9,011 51.99	9,231 53.26	9,462 54.59	9,693 55.92	9,936 57.32	10,178 58.72	Monthly Hourly
7512*	CHIEF BUILDING OFFICIAL	MM	9,857 56.87	10,104 58.29	10,350 59.71	10,609 61.21	10,868 62.70	11,140 64.27	11,411 65.83	11,696 67.48	11,981 69.12	Monthly Hourly
7419*	CITY CLERK ADMINISTRATOR	MM	9,434 54.43	9,670 55.79	9,906 57.15	10,154 58.58	10,401 60.01	10,661 61.51	10,921 63.01	11,194 64.58	11,467 66.16	Monthly Hourly
7414*	CITY CLERK ADMINISTRATOR - RISK MANAGER	MM	10,142 58.51	10,396 59.98	10,649 61.44	10,915 62.97	11,181 64.51	11,461 66.12	11,740 67.73	12,033 69.42	12,327 71.11	Monthly Hourly
7575*	DEPUTY P.W. DIRECTOR - ENGINEERING	MM	11,298 65.18	11,581 66.81	11,863 68.44	12,160 70.15	12,456 71.86	12,768 73.66	13,079 75.46	13,406 77.34	13,733 79.23	Monthly Hourly
7560*	DEPUTY DIRECTOR - UTILITIES	MM	9,989 57.63	10,239 59.07	10,488 60.51	10,750 62.02	11,012 63.53	11,288 65.12	11,563 66.71	11,852 68.38	12,141 70.05	Monthly Hourly
7510*	DIVISION FIRE CHIEF	MM	11,720 67.62	12,013 69.31	12,306 71.00	12,614 72.77	12,921 74.54	13,244 76.41	13,567 78.27	13,906 80.23	14,245 82.18	Monthly Hourly
7520*	ENGINEER - SENIOR	MM	9,350 53.94	9,584 55.29	9,818 56.64	10,064 58.06	10,309 59.48	10,567 60.96	10,824 62.45	11,095 64.01	11,366 65.57	Monthly Hourly
7600*	ENVIRONMENTAL COMPLIANCE MANAGER	MM	9,080 52.38	9,307 53.69	9,534 55.00	9,773 56.38	10,011 57.76	10,262 59.20	10,512 60.65	10,775 62.16	11,037 63.68	Monthly Hourly
7605*	INFORMATION SECURITY ADMINISTRATOR	MM	9,043 52.17	9,269 53.48	9,495 54.78	9,733 56.15	9,970 57.52	10,220 58.96	10,469 60.40	10,731 61.91	10,992 63.42	Monthly Hourly
7505*	INFORMATION TECHNOLOGY MANAGER	MM	10,018 57.80	10,269 59.24	10,519 60.69	10,782 62.20	11,045 63.72	11,321 65.31	11,597 66.91	11,887 68.58	12,177 70.25	Monthly Hourly

7443*	PARK MAINTENANCE MANAGER	MM	6,928	7,101	7,274	7,456	7,638	7,829	8,020	8,220	8,421	Monthly
			39.97	40.97	41.97	43.02	44.07	45.17	46.27	47.42	48.58	Hourly
7444*	PARKS AND GROUNDS SUPERINTENDENT	MM	8,600	8,815	9,030	9,256	9,481	9,718	9,955	10,204	10,452	Monthly
			49.62	50.86	52.10	53.40	54.70	56.07	57.43	58.87	60.30	Hourly
7465*	PLANNER-SENIOR	MM	7,611	7,802	7,992	8,192	8,392	8,602	8,812	9,032	9,253	Monthly
			43.91	45.01	46.11	47.26	48.42	49.63	50.84	52.11	53.38	Hourly
7460*	PLANNING MANAGER	MM	9,415	9,651	9,886	10,133	10,380	10,640	10,899	11,172	11,444	Monthly
			54.32	55.68	57.03	58.46	59.88	61.38	62.88	64.45	66.02	Hourly
7485*	PROJECT MANAGER	MM	7,879	8,076	8,273	8,480	8,687	8,904	9,121	9,349	9,578	Monthly
			45.46	46.59	47.73	48.92	50.12	51.37	52.62	53.94	55.26	Hourly
7446*	RECREATION MANAGER	MM	8,062	8,264	8,465	8,677	8,888	9,110	9,332	9,565	9,799	Monthly
			46.51	47.68	48.84	50.06	51.28	52.56	53.84	55.18	56.53	Hourly
7415*	UTILITIES ADMINISTRATIVE MANAGER	MM	8,943	9,167	9,390	9,625	9,860	10,107	10,353	10,612	10,871	Monthly
			51.59	52.89	54.17	55.53	56.88	58.31	59.73	61.22	62.72	Hourly
7490*	UTILITIES MAINTENANCE SUPERINTENDENT	MM	9,071	9,298	9,525	9,763	10,001	10,251	10,501	10,764	11,026	Monthly
			52.33	53.64	54.95	56.33	57.70	59.14	60.58	62.10	63.61	Hourly

MOU Article 1.5 - Bilingual Pay - effective November 18, 2023

Employees who are proficient in speaking a foreign language, as determined by the City receive bilingual pay in the amount of 1.4% of the base rate of pay

Certificate Pay

Employees in the Parks Division who possess a Pool Operations Certificate will receive 1.5% of their base rate of pay

Employees in the Community Services Department who possess a Certified Playground Safety Inspector Certificate will receive 1.5% of their base rate of pay

Employees in the following divisions: Water Distribution, Wastewater Collections, Utilities, Fleet, Streets, Parks Maintenance, and Recreation who drive the bus and possess a valid California Driver's License with a passenger endorsement receive Special Class Driver's License Pay of one and a half percent (1.5%) of their base rate of pay

* Indicates classifications which are not eligible for overtime compensation and are exempt from the Fair Labor Standards Act (FLSA).

EMPLOYEE BARGAINING GROUPS

CON - Confidential

PUE, Local #1 - General Employees

DH - Department Head

MM - Middle Manager

FM - Fire Management

FLM - 1st Level Manager

PD - Police Department

FIRE - Fire Department

PSMM - Police Sworn Mid Manager

PS - Police Sergeant

ATTACHMENT 2



December 2025
FLSA: Exempt

CITY CLERK ADMINISTRATOR / RISK MANAGER

DEFINITION

Under general direction, performs a variety technical, administrative, and analytical work in service of the City Manager's Office; fulfills the statutory responsibilities of City Clerk; functions as the City's Risk Manager; coordinates activities with City officials, departments, outside agencies, organizations, and the public; provides responsible and complex staff support to the City Council, City Manager, and other City personnel; advises City departments on matters related to insurance and risk management; and performs related duties as assigned.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from the City Manager. Exercises direct supervision over assigned staff.

CLASS CHARACTERISTICS

This is a single position management-level classification that is responsible for performing diverse, specialized, and complex work involving significant accountability and decision-making responsibilities in overseeing the day-to-day operations of the City Clerk and Risk Management functions of the City. The incumbent also serves as a specialist, liaison, and advocate, with regular contact and interactions with elected City officials, City senior management positions, other public agencies, public and private community organizations, regulatory and governmental agencies, and members of the public.

TYPICAL JOB FUNCTIONS

The following list of job functions is descriptive of general duties and non-inclusive. Management reserves the right to add, modify, change, or rescind the work assignments and conditions of different positions.

- Directs, coordinates, and oversees City Clerk functions and related activities, programs, and services, including fulfilling the statutory responsibilities of city clerk, municipal elections, and records management; coordinates activities with other City officials, departments, outside agencies, organizations and the public.
- Develops, maintains and implements goals, objectives, policies, and priorities for assigned areas; recommends and administers policies and procedures; identifies and resolves problems and/or issues and ensures goals are achieved.
- Directs and assumes management responsibility for the City's risk management program including liability, property insurance, claims management and processing, contract and vendor management, loss control and safety, emergency management and business continuity, and training and technical assistance.
- Confers with City management, City Council, organization officials, and staff members regarding risk management issues; coordinates activities and resolves problems.
- Reviews and investigates government claims against the City; evaluates exposures and identifies defenses and immunities related to claims; oversees and manages City's general liability third-party claims administrator; negotiates settlement offers within authority when appropriate; collaborates with city attorney on pertinent claims and legal defense of claims.
- Reviews and evaluates accident reports and liability claims to develop methods and procedures to minimize risks and costs to the City; analyzes claims against the City to develop loss trends and

- implement programs to reduce losses.
- Serves as the City's representative on the governing boards of joint powers insurance authorities of which the City is a member; performs reporting and other duties as required for said authorities.
- Assists in the planning, analysis, development, and evaluation of various activities in City government; performs a wide variety of complex, responsible, and confidential duties on behalf of the City Manager.
- Prepares, manages, and coordinates the development of budgets within assigned areas of responsibility; prepares forecasts of necessary funds for staffing, materials, and supplies; presents, justifies, and defends programs, operations, and activities; monitors and approves expenditures; discusses and resolves budget issues with appropriate staff and implements adjustments as necessary.
- Directs and coordinates the work plan for assigned staff; meets with staff to identify and resolve problems; assigns work activities and projects; monitors workflow; reviews and evaluates work products, methods, and procedures.
- Participates in the selection of, trains, motivates, and evaluates assigned personnel; provides or coordinates staff training; works with employees on performance issues; implements discipline and termination procedures.
- Monitors operations and activities of assigned programs; recommends improvements and modifications and prepares various reports on operations and activities.
- Plans, manages, and implements the City's records management program; sets and ensures legal compliance with retention schedules for City records; develops and updates records retention policies and procedures.
- Attends City Council meetings and keeps accurate records of the proceedings of the City Council; ensures compliance with open meeting laws and posting requirements; collects and prepares City Council agenda packets, meeting minutes, and calendars; follows up on Council actions to ensure timely preparation, indexing and filing of agreements, resolutions, ordinances, and vital records; updates the Municipal Code to reflect actions of the Council.
- Directs the conduct of municipal elections in consolidation with the Sutter County Registrar of Voters; prepares appropriate resolutions and ordinances in conjunction with requirements for and results of the election; schedules and prepares necessary documentation for City Council to certify elections; posts election results; provides liaison to the County Registrar/Recorder office; ensures compliance with the Political Reform Act.
- Serves as the City's designated recipient of official documents such as claims, lawsuits, subpoenas, public records requests, requests for proposals, and bids; responds to claims, subpoenas, public records requests, and other official requests for information as necessary.
- Maintains full and accurate records of memberships and impending vacancies on boards, commissions, and committees; administers oaths or affirmations; files campaign statements and Statements of Economic Interests for all elected officials and designated employees.
- Monitors state and federal regulations and legislative activities pertaining to assigned responsibilities; evaluates their effect upon City activities; recommends and implements changes to policy and procedures as appropriate.
- Directs the research and preparation of technical and administrative reports and analytical studies; develops and reviews reports of findings, alternatives and recommendations and prepares written correspondence as necessary.
- Ensures staff observe and comply with all City and mandated safety rules, regulations, and protocols.
- Performs related duties as required.

QUALIFICATIONS

Education and Experience:

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

Education:

- Equivalent to a bachelor's degree from an accredited college or university with major coursework in public administration, business administration, risk management, or a closely related field.

Experience:

- Five (5) years of recent, increasingly responsible experience in administration, preferably in a public agency, including at least two (2) years supervisory experience. Experience with California public entity risk management practices is preferred but not required.

Licenses and Certifications:

- Possession of a valid California Driver's License and a satisfactory driving record, to be maintained throughout employment.
- Possession of, or successful acquisition within 18 months, a valid Notary Public Commission to be maintained throughout employment.
- Possession of, or successful acquisition within 24 months, a valid Certified Municipal Clerk designation to be maintained throughout employment.

Knowledge of:

- Principles and practices of employee supervision, including work planning, assignment review and evaluation, discipline, and the training of staff in work procedures.
- Principles and practices of leadership.
- Administrative principles, practices, and methods including goal setting, program development, implementation and evaluation, policy and procedure development, quality control, and work standards.
- Principles and techniques for working with groups and fostering effective team interaction to ensure teamwork is conducted smoothly.
- Principles and practices of budget administration.
- Principles, practices, and procedures related to public agency record keeping and the City Clerk function.
- Principles of risk management and asset protection, including self-insurance programs and risk avoidance techniques.
- Underwriting principles of liability, fire, surety, and crime insurance coverage.
- Methods of risk analysis, loss prevention, insurance purchasing and loss reserves.
- Methods of investigating and determining the disposition of various types of insurance claims.
- Automated and manual records management principles and practices, including legal requirements for recording, retention, storage, and disclosure.
- Organization and function of public agencies, including the role of an elected City Council and appointed boards and commissions.
- Applicable federal, state, and local laws, codes, and regulations as well as industry standards and best practices pertinent to the assigned area of responsibility.
- City and mandated safety rules, regulations, and protocols.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and City staff.
- The structure and content of the English language, including the meaning and spelling of words, rules of composition, and grammar.
- Modern equipment and communication tools used for business functions and program, project, and task coordination.
- Computers and software programs (e.g., Microsoft software packages) to conduct, compile, and/or generate documentation.

Ability to:

- Select and supervise staff, provide training and development opportunities, ensure work is performed effectively, and evaluate performance in an objective and positive manner.
- Develop and implement goals, objectives, practices, policies, procedures, and work standards.
- Provide administrative, management, and professional leadership for the City Manager's Office.
- Participate in the preparation of department budget, including gathering and analyzing data related to expenditures and projected charges and monitoring budget expenditures and revenues.
- Evaluate and develop improvements in operations, procedures, policies, or methods.
- Maintain confidentiality and be discreet in handling and processing confidential information and data.
- Develop, plan, coordinate, and implement records management program suited to the needs of the City and in compliance with federal, state, and local laws, rules, and regulations.
- Prepare official minutes, agendas, resolutions, and ordinances.
- Understand the organization and operation of the City and of outside agencies as necessary to assume assigned responsibilities.
- Make rational judgments and decisions in a timely manner particularly in situations involving potential risks.
- Perform calmly, purposefully and appropriately in emergency and stressful situations.
- Accept criticism and deal calmly and effectively with high stress situations.
- Research, analyze, and summarize data and prepare accurate and logical written reports.
- Direct the establishment and maintenance of a variety of filing, record-keeping, and tracking systems.
- Understand, interpret, and apply all pertinent laws, codes, regulations, policies and procedures, and standards relevant to work performed.
- Effectively represent the department and the City in meetings with governmental agencies; community groups; various business, professional, and regulatory organizations; and in meetings with individuals
- Prepare clear and concise reports, correspondence, documentation, and other written materials.
- Independently organize work, set priorities, meet critical deadlines, and follow-up on assignments.
- Effectively use computer systems, software applications, and modern business equipment to perform a variety of work tasks.
- Communicate clearly and concisely, both orally and in writing, using appropriate English grammar and syntax.
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

PHYSICAL DEMANDS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone. This is primarily a sedentary office classification although standing in work areas and walking between work areas may be required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 25 pounds.

ENVIRONMENTAL CONDITIONS

Employees work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing divisional policies and procedures.

WORKING CONDITIONS

City employees may be expected to work varying work schedules, weekends, evenings, and holidays, and may be called back to work, as required to accommodate the City's needs. Managerial and supervisory employees are expected to be reasonably responsive during off-hours to provide support for their areas of assignment.

ACCOMMODATIONS

The City will make reasonable accommodations so that qualified employees can perform the essential functions of the job in accordance with the Americans with Disabilities Act of 1990 and other relevant legislation and regulations.

ATTACHMENT 3

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
APPOINTING REPRESENTATIVE AND ALTERNATE REPRESENTATIVE TO THE
NORTHERN CALIFORNIA CITIES SELF INSURANCE FUND BOARD OF DIRECTORS**

WHEREAS, the City of Yuba City (the “City”) is a party to the Joint Exercise of Powers Agreement for the Northern California Cities Self Insurance Fund (the “Joint Exercise of Powers Agreement”), and, as such, is a founding Member Agency of the Northern California Cities Self Insurance Fund (“NCCSIF”), as that term is defined in the Joint Exercise of Powers Agreement, and

WHEREAS, pursuant to the Joint Exercise of Powers Agreement, each Member Agency of NCCSIF is required to appoint a Director and an Alternate Director to act in the Director’s absence, to represent the City as if the City itself were present and acting on the NCCSIF Board of Directors for all matters which come before such Board of Directors, and also for the Director to be eligible for serving on the NCCSIF Executive Committee; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council hereby appoints the City Clerk Administrator/Risk Manager to serve as its Director on the NCCSIF Board of Directors to act on behalf of the City, a Member Agency of NCCSIF, on all matters to come before the Board of Directors, as if the City itself were present and acting at such meeting, and for such Director to be eligible for serving on the NCCSIF Executive Committee; and appoints the Administrative Analyst III in Human Resources to serve as Alternate Director in the absence of the Director.

BE RESOLVED FURTHER, that the City Clerk Administrator/Risk Manager, or a designee, be instructed to inform the Secretary of NCCSIF of the above appointment by sending a certified copy of this Resolution to NCCSIF’s business office.

The foregoing Resolution of the City Council of the City of Yuba City was duly introduced, passed and adopted at a regular meeting thereof held on the 2nd day of December 2025.

AYES:

NOES:

ABSENT:

Dave Shaw, Mayor

ATTEST:

Ciara Wakefield, City Clerk

Approved as to form:

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

CITY OF YUBA CITY
STAFF REPORT

Date: December 2, 2025
To: Honorable Mayor & Members of the City Council;
From: Public Works Department
Presentation By: Joshua Wolffe, Public Works Director

Summary

Subject: Public Works Department Vacancy Staffing Request – Public Works Maintenance Worker I/II
Recommendation: Authorize the Interim Human Resources Director to fill the vacancy for five full-time permanent Street Maintenance Workers I/II in the Public Works Department
Fiscal Impact: Sufficient funding allocated in Account No. 3130 (Street Maintenance); no impact on the General Fund

Purpose:

To fill five vacant positions in the Street Maintenance Division, fully-staffing the Division, and restoring the Division's capacity for maintenance of the City's roadway system.

Council's Strategic Goal:

This addresses the Council's Strategic Goal of Infrastructure.

Background:

The Public Works Department's Street Maintenance Division (Division) plays a vital role in maintaining the roadway infrastructure in Yuba City. The Division is responsible for minor road repairs and preventative maintenance, City utility trench pavement restoration, curb and gutter repair, storm drain system maintenance, signage maintenance, minor striping, street sweeping, and City right-of-way cleanup. The Street Maintenance Division is budgeted for ten (10) flexibly-staffed Public Works Maintenance Workers.

In the last six months four Maintenance Worker IIs and one Maintenance Worker III left the Division. Four of the workers accepted positions in various divisions within the City's Utility Department, and one left for an external opportunity. At this time there are five vacancies to fill. Of the remaining maintenance workers, one is dedicated to operating the street sweeper, leaving only four full-time and two part-time workers available. Below is a list of major Street Maintenance functions, minimum staffing necessary, and current staffing shortfalls for said functions:

Maintenance Function	Minimum Workers Required	Staff Shortfall
----------------------	--------------------------	-----------------

Paving (Digouts, City utility trench restoration, skin patching)	Eight workers: Two traffic controllers, two dump-truck drivers, two equipment operators, two laborers	Two Workers
Crack Sealing	Seven workers: Two traffic controllers, one truck driver, four laborers	One Worker
Detention Pond Maintenance	Eight workers: Two dump truck drivers, two equipment operators, four laborers	Two Workers
Concrete Repairs	Four workers: Demolition - One truck driver, one operator, two laborers; Installation - One driver/mixer operator, three finishers	None
Sign Repair/Replacement	Two workers: Two laborers	None

Currently, three major Street Maintenance functions cannot be performed due to insufficient staffing. Even with eight staff members, only one major function could be conducted at a time, leaving no redundancy for emergency traffic control or cleanup calls. A fully staffed Street Maintenance Division would be able to carry out multiple functions simultaneously while maintaining the necessary backup for emergencies and cleanup efforts.

Analysis:

City Council has implemented a hard 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 City Manager approved this request from the Department in November 2025, making it eligible for final Council approval.

The Department recommends filling the vacancies at the Public Works Maintenance Worker I/II level, which is the entry level in the classification series. Hiring at this level, rather than at the higher Worker III level, will allow the Department to maintain necessary operational capacity while demonstrating fiscal responsibility and complying with the City's current hiring freeze constraints.

Fiscal Impact:

These positions are fully funded in the Fiscal Year 25/26 Street Maintenance operating budget. Funding is provided through Streets and Roads funds with no impact on the General Fund.

Alternatives:

Direct the Department to leave the positions vacant. This is not a sustainable alternative and will ultimately continue limit the Street Maintenance Division's capacity for its maintenance efforts.

Recommendation:

Authorize the Interim Human Resources Director to fill the vacancies for five (5) full-time permanent Public Works Maintenance Worker I/II in the Public Works Department.

Attachments:

None

Prepared By:
Josh Wolfe
Public Works Director

Submitted By:
Robert Bendorf
Interim City Manager

CITY OF YUBA CITY
STAFF REPORT

Date: December 2, 2025
To: Honorable Mayor & Members of the City Council;
From: Development Services Department
Presentation By: Doug Libby, Development Services Director

Summary

Subject: Merriment Village Apartments Phase 2 — Homekey+ Grant Application
Recommendation: Adopt a Resolution of the City Council of the City of Yuba City authorizing a joint application with Habitat for Humanity Yuba-Sutter, Inc, to apply for Homekey+ funds through the State Department of Housing and Community Development for the remaining 139-unit affordable housing project located at 428 North Walton Avenue, which is Phase 2 of the proposed 218-unit Merriment Village Apartments
Fiscal Impact: There is not a fiscal impact to the General Fund of the City to submit a joint application for grant funding in support of the Merriment Village project

Purpose:

To pursue grant funding through the State Housing and Community Development Department's Homekey+ program to obtain funding for Phase two of the Merriment Village Apartment project.

Council's Strategic Goal:

This proposed project addresses the Council's goals of Public Safety, Fiscal Responsibility, and the overarching goal of Quality of Life.

Background:

On September 19, 2023, the City Council approved Development Plan 23-02 for the Merriment Village Apartment project located at 428 North Walton Avenue. The project provides for a 218-unit income based apartment complex at 428 North Walton Avenue. Since project approval, the applicant, Habitat for Humanity, has been working to secure project financing to construct the project.

In 2024, the project received significant funding from the State Department of Housing and Community Development Department (HCD) through a joint application between the City and Habitat in the form of a Homekey 3.0 Grant in the amount of \$24,632,331 consisting of \$22,632,331 for construction with the remaining amount to be dedicated to operating expenses.

On July 11, 2024, the City entered a Covenant and Loan Agreement with Habitat for Humanity Yuba/Sutter for Phase 1 of the Merriment Village project. This Agreement was recorded as Document Number 2024-0005918 and is attached to this staff report for reference.

On September 16, 2025, the City Council rescinded its 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), newly filed Development Plan No. 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 58-120-001).

With Habitat for Humanity securing funding through Five Star Bank for a line of credit, the project has secured sufficient funding to construct the four story, 79-unit Phase 1 building, parking and landscaping and required support infrastructure.

Analysis:

State HCD has notified Habitat for Humanity that it has unused Homekey grant funds that will be made available on a first come, first serve application basis through its Homekey+ program. To pursue this funding, a second joint application is required to be submitted to HCD. This requires the City adopt a resolution authorizing a joint application with Habitat for Humanity. Habitat for Humanity is preparing the application package and intends to submit it within the next month, pending the Council's authorization to proceed. Once the application is submitted, there is a 40–90-day approval process from HCD.

If additional funding is obtained, it could provide for the construction of the remaining 139 units, clubhouse/supportive services, facilities building, additional parking and landscaping.

If a new grant award is received, the City will require similar contractual assurances used for Phase 1 of the project.

Fiscal Impact:

Based on eligibility requirements, Phase 2 of Merriment is eligible for up to \$41.4 million in construction funding, although it is anticipated that the final application will request an amount closer to \$34.8 million based on Habitat for Humanity Yuba-Sutter's project contribution. In addition to this construction award, HCD will also provide an operating award to the project, which will be based on the matching operating funds that can be contributed to the project up to \$1,400/month/unit or \$2,318,400/year and \$6,955,200 over 3 years. This results in a maximum potential award of \$48.3 million.

As part of this submission, Habitat for Humanity Yuba/Sutter is not requesting an additional financial commitment from Yuba City. Habitat for Humanity is requesting the City participate as a co-applicant for the submission, similar to Phase 1 under Homekey Round 3 funding. As a joint applicant, the City becomes jointly financially responsible for the successful delivery of the project or prompt return of the grant funds to the state.

Alternatives:

The City Council may determine it does not desire to be a joint applicant with Habitat for Humanity to pursue funding for Phase II of the Merriment Apartments Homekey+ application.

Recommendation:

Adopt a Resolution of the City Council of the City of Yuba City authorizing a joint application with Habitat for Humanity Yuba/Sutter, Inc, to apply for Homekey+ funds through the State Department of

Housing and Community Development for the remaining 139-unit affordable housing project located at 428 North Walton Avenue, which is Phase 2 of the proposed 218-unit Merriment Village Apartments.

Attachments:

1. Proposed Resolution

Prepared By:

Doug Libby, AICP
Development Services Director

Submitted By:

Robert Bendorf
Interim City Manager

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
AUTHORIZING A JOINT APPLICATION WITH HABITAT FOR HUMANITY
YUBA-SUTTER FOR HOMEKEY+ FUNDING IN SUPPORT OF THE
MERRIMENT VILLAGE APARTMENT PROJECT PROVIDING 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)**

WHEREAS, The Department of Housing and Community Development ("HCD") has issued a Notice of Funding Availability, dated November 26, 2024 ("NOFA") and HCD issued a NOFA amendment on August 7, 2025, for the Homekey+ Program ("Homekey+" or "Program"). HCD has issued the NOFA for Homekey+ grant funds pursuant to Health and Safety Code Section 50675.1.3 (Assem. Bill No. 140 (2021-2022 Reg. Sess.), § 20.); Health and Safety Code Section 50675.1.5 (Assem. Bill No. 531 (2023-2024 Reg. Sess.); Section 14184.402 of the Welfare and Institutions Code; Section 5891.5 of the Welfare and Institutions Code; and Round 5 and 6 of the Homeless Housing, Assistance and Prevention (HHAP) grant program. (Assem. Bill No. 129 (Chapter 40, Statutes 2023) and Assem. Bill No. 166 (Chapter 48, Statutes 2024), respectively; and

WHEREAS, The City of Yuba City Desires to jointly apply for Homekey+ grant funds with Habitat for Humanity Yuba/Sutter, Inc. Therefore, the City is joining Habitat for Humanity Yuba/Sutter, Inc. in the submittal of an application for Homekey+ funds ("Application") to HCD for review and consideration; and

WHEREAS, HCD is authorized to administer Homekey+ pursuant to the Multifamily Housing Program (Chapter 6.7 (commencing with Section 50675) of Part 2 of Division 31 of the Health and Safety Code. Homekey+ funding allocations are subject to the terms and conditions of the NOFA, the Application, the HCD-approved STD 213, Standard Agreement ("Standard Agreement"), and all other legal requirements of the Homekey+ program.

NOW, THEREFORE, the City Council of the City of Yuba City resolves as follows:

1. Recitals. The City Council hereby specifically finds that all of the facts set forth in the recitals above are true and correct and incorporated herein.
2. The City Council approves of the submittal of a joint application with Habitat for Humanity Yuba-Sutter to HCD in response to the NOFA, and to jointly apply for Homekey+ grant funds in a total amount not to exceed \$48 million dollars.
3. If the Application is approved by State HCD, the City Manager is authorized to execute the Application and the Homekey+ documents on behalf of Habitat for Humanity Yuba/Sutter, Inc. for participation in the Homekey+ Program subject to approval as to legal form by the City Attorney. Additionally, the City Manager is authorized to execute agreement(s) with Habitat for Humanity Yuba/Sutter, Inc., substantially consistent with the contractual assurances used for Phase 1 of the project, and to take any other related action including the recording of documents, subject to review as to legal form by the City Attorney.

4. The City Council acknowledges and agrees that the City of Yuba City shall be subject to the terms and conditions specified in the Standard Agreement, and that the NOFA and Application will be incorporated in the Standard Agreement by reference and made a part thereof. Any and all activities, expenditures, information, and timelines represented in the Application are enforceable through the Standard Agreement. Funds are to be used for the allowable expenditures and activities identified in the Standard Agreement.
5. This Resolution shall become effective immediately.

The foregoing Resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 2nd day of December 2025.

AYES:

NOES:

ABSENT:

CITY OF YUBA CITY

Dave Shaw, Mayor

ATTEST:

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

CITY OF YUBA CITY

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