



AGENDA
JANUARY 6, 2026

REGULAR MEETING
CITY COUNCIL
CITY OF YUBA CITY

5:30 P.M. CLOSED SESSION
SUTTER ROOM/VIRTUAL

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

MAYOR	• Marc Boomgaarden
VICE-MAYOR	• Michael Pasquale
COUNCILMEMBER	• Toni Cole
COUNCILMEMBER	• Wade Kirchner
COUNCILMEMBER	• Dave Shaw
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.*

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CITY COUNCIL - CITY OF YUBA CITY
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Materials related to an item on this Agenda submitted to the Council after distribution of the agenda packet are available for public inspection in the City Clerk's office at 1201 Civic Center Blvd., Yuba City, during normal business hours. Such documents are also available on the City of Yuba City's website at www.yubacity.net, 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_LbuiJ7d4SCq3xK7N1IH5Lw. 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. Liability Claim:
Claimant: Deborah Lange, Claim 25-43
Agency Claimed Against: City of Yuba City
- B. Liability Claim:
Claimant: Adam Anthony Perrando, Claim 25-44
Agency Claimed Against: City of Yuba City

Regular Meeting

Call to Order

Roll Call

- Mayor Boomgaarden
- Vice-Mayor Pasquale
- Councilmember Cole

___ Councilmember Kirchner

___ Councilmember Shaw

Invocation/Inspiration

Pledge of Allegiance to the Flag

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

Agenda Modifications

Public Communication

1. 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.

2. Purchase of Road Right-of-Way from the State of California

Recommendation: Adopt a Resolution authorizing 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

3. Proposed Amendment to InfoSend, Inc. Agreement for Professional Services

Recommendation: Adopt a Resolution approving an amendment to the InfoSend, Inc. Professional Services Agreement to authorize a one-time 2.7% CPI rate increase to all rate items listed in Exhibit C - Schedule of Charges

Business Items

4. Salary Adjustments

Recommendation: Adopt a Resolution taking the following actions effective January 10, 2026:

- A. Approving a Salary Adjustment for the Director of Finance and the Director of Human Resources
- B. Approving a starting vacation balance of 120 hours for the Director of Human Resources

5. City Manager Employment Agreement

Recommendation: Adopt a Resolution Approving a City Manager Employment Agreement between the City of Yuba City and Robert Bendorf,

and Appointing Robert Bendorf as City Manager effective
January 10, 2026

Future Agenda Items

6. 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

7. City Manager's Report

8. City Council Reports

Adjournment

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: January 6, 2026
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 the State of California
Recommendation: Adopt a Resolution authorizing 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
Fiscal Impact: \$1, 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 of 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:

On December 2, 2025, Council authorized the City Manager to execute a Purchase and Sale Agreement and accept a Grant Deed for the City's purchase of a 61-foot-wide strip of land from the State of California as part of the State's divestiture of property it had acquired for a future Third River Bridge. The City already owns a storm drain easement over this property and has improved this easement into a road, extending Wild River Drive.

The sale of the property must be approved by the California Transportation Commission (CTC). The CTC has notified staff that a Resolution must be adopted by the City Council authorizing the Purchase and Sale Agreement to be executed.

Analysis:

Council's prior action on December 2, 2025, did not include the adoption of a Resolution. Therefore, staff is merely requesting Council adopt a Resolution affirming its prior action.

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 property. This could complicate the City's continued operation and maintenance of the Wild River Drive connection when property is sold and/or developed.

Recommendation:

Adopt a Resolution authorizing 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.

Attachments:

1. Resolution - Wild River Drive
2. Exhibit A - Wild River Drive

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 Third River 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 6th day of January 2026.

AYES:

NOES:

ABSENT:

ATTEST:

Marc Boomgaarden, 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

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.

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.

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.

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:
City of Yuba City, a Municipal Corporation

- 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) in fee

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 Signature: _____
Right of Way Agent

By: Purchaser Signature: _____

By: _____ Signature: _____
Purchaser

APPROVED:

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

By: _____ Signature: _____

[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° 44' 09", a radius of 875.00', and an arc length 331.95';

THENCE along said northerly exterior line, North 71° 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° 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.

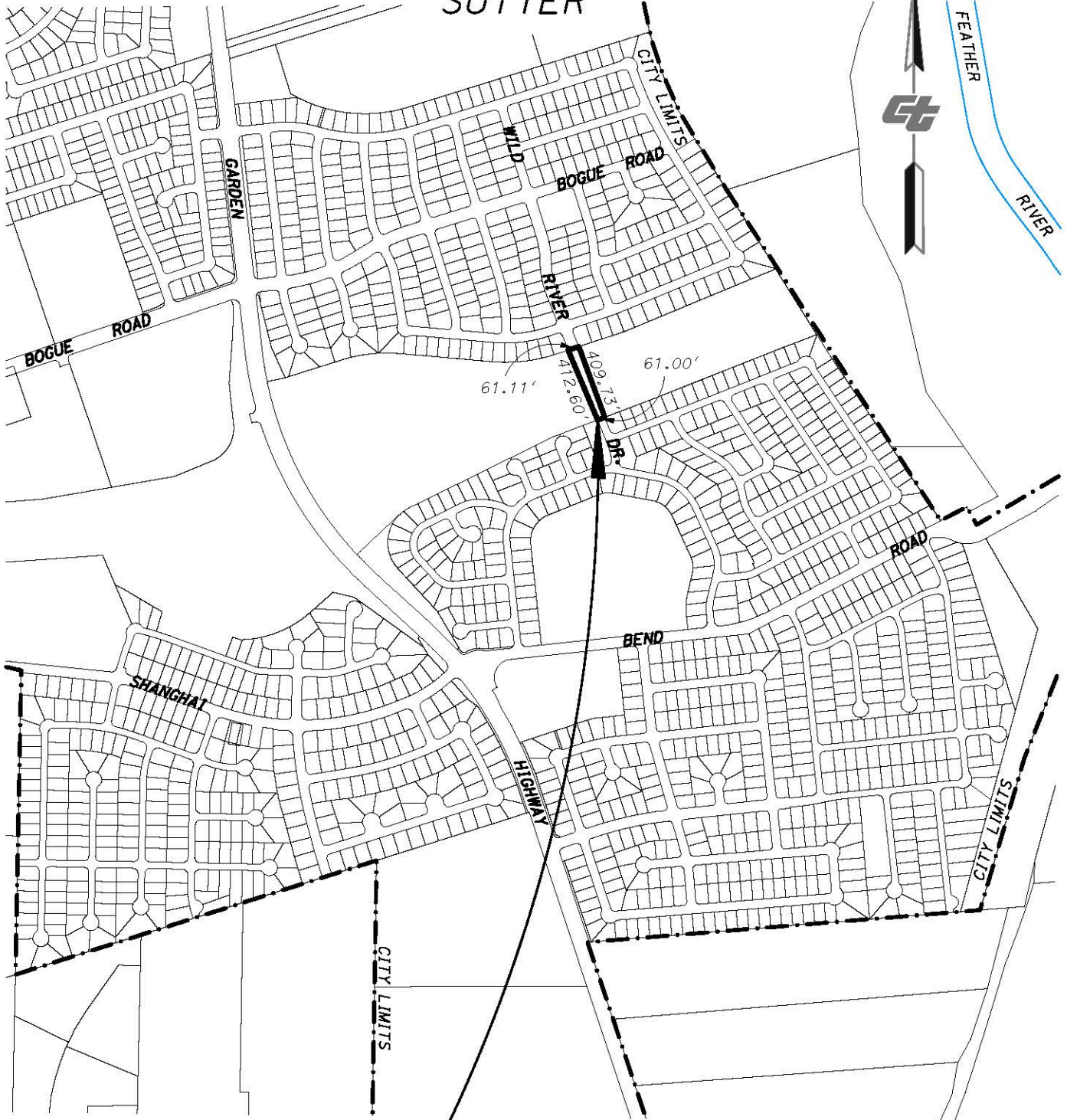
Signature *Hector Vega*
Professional Land Surveyor

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**



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

CITY OF YUBA CITY
STAFF REPORT

Date: January 6, 2026
To: Honorable Mayor & Members of the City Council;
From: Finance/IT Department
Presentation By: Kaylayshia Byrd, Administrative Analyst II

Summary

Subject: Proposed Amendment to InfoSend, Inc. Agreement for Professional Services
Recommendation: Adopt a Resolution approving an amendment to the InfoSend, Inc. Professional Services Agreement to authorize a one-time 2.7% CPI rate increase to all rate items listed in Exhibit C - Schedule of Charges
Fiscal Impact: There is no additional fiscal impact. The proposed 2.7% CPI rate increase will not exceed the agreement's annual not-to-exceed amount of \$141,400

Purpose:

To request City Council approval of an amendment to the InfoSend, Inc. Professional Services Agreement to authorize a one (1) time 2.7% CPI rate increase to the rates listed in Exhibit C - Schedule of Charges.

Council's Strategic Goal:

This item supports the City Council's Strategic goal of Fiscal Responsibility.

Background:

The InfoSend, Inc. Professional Services Agreement (PSA), dated December 21, 2021 provides utility payment processing, statement printing and mailing of utility bills as specified in the RFP 22-02. This agreement term was created for one (1) year with the possibility of four (4) one (1) year extensions. The City of Yuba City is currently in the final year of the agreement.

The proposed amendment to the InfoSend PSA is:

Add:

- **2.7% CPI Increase**

No additional funding will be allocated towards this agreement. The proposed increase will not exceed the original agreed compensation amount of \$141,400. The vendor will not bill for more than the proposed.

Analysis:

On September 16, 2025, InfoSend, Inc. requested a 2.7% CPI rate increase to the rates listed in Exhibit C - Schedule of Charges, effective December 21, 2025. The original agreement does not include language authorizing CPI-based rate increases; therefore, an amendment is required.

The Finance Department conducted a cost analysis based on actual expenditures per contract year (December to December). The analysis confirms that even with the proposed 2.7% CPI rate increase, total annual expenditures will remain below the agreement's not-to-exceed amount of \$141,400.

Fiscal Impact:

There is no additional fiscal impact. The proposed 2.7% CPI rate increase will not exceed the agreement's annual not-to-exceed amount of \$141,400.

Alternatives:

The following alternatives are available to the City Council:

1. Do not adopt a Resolution approving an amendment to the InfoSend Agreement to provide a one (1) time, 2.7% CPI rate increase for all the items listed in Exhibit C.
2. Provide the Finance Department with other direction.

Recommendation:

Adopt a Resolution approving an amendment to the InfoSend Agreement to provide a one (1) time, 2.7% CPI increase for all the rate items listed in Exhibit C.

Attachments:

1. Resolution 21-186 - PSA Infosend 12.21.21
2. Resolution - InfoSend Amendment 1

Prepared By:
Kaylayshia Byrd
Administrative Analyst II

Submitted By:
Robert Bendorf
Interim City Manager

ATTACHMENT 1

RESOLUTION NO. 21-186

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
AWARDING AN AGREEMENT FOR PROFESSIONAL SERVICES TO
INFOSEND, INC. NOT TO EXCEED \$141,400 FOR UTILITY PAYMENT
PROCESSING AND PRINT & MAIL SERVICES**

WHEREAS, staff issued a Request for Proposal on July 23, 2021 to award a contract to the lowest, most responsive vendor to provide utility payment processing and print & mail services for the City and its customers; and

WHEREAS, after analysis of the eight proposals received, staff has determined InfoSend, Inc. to be the most responsive vendor to provide the requested services, however, not the lowest in regards to price; and

WHEREAS, City staff is recommending to utilize InfoSend's convenience fee model where the customers pay the transaction fees associated with their credit card payments and the City is responsible for the costs associated with e-checks; and

WHEREAS, staff recommends awarding an Agreement for Professional Services to InfoSend Inc., for utility payment processing, bill presentment, and print & mail services.

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

1. The City Council of Yuba City finds that InfoSend, Inc. has demonstrated that although they are not the lowest bidder, they are the best able to provide the requested services. The City Council finds that InfoSend, Inc. has the professional qualifications for the services required and can provide the services at a reasonable cost. The City Council hereby authorizes the City Manager to execute an agreement with InfoSend, Inc. not to exceed \$141,400 without additional written consent from the City, subject to approval as to legal form by the City Attorney.
2. This Resolution shall take effect immediately.

The foregoing Resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 21st day of December, 2021.

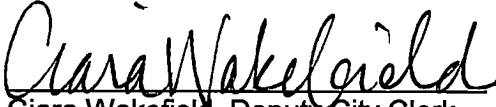
AYES: Councilmembers Boomgaarden, Espindola, Harris, Kirchner, and Mayor Shaw

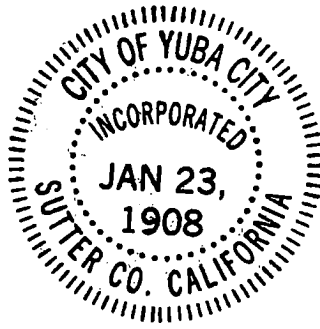
NOES: None

ABSENT: None

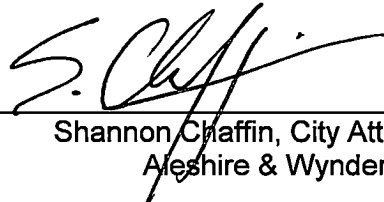

Dave Shaw, Mayor

ATTEST:


Ciara Wakefield, Deputy City Clerk



APPROVED AS TO FORM:
COUNSEL FOR YUBA CITY:


Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

ATTACHMENT 2

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
APPROVING AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES
AGREEMENT WITH INFOSEND, INC., TO AUTHORIZE A ONE-TIME 2.7%
CONSUMER PRICE INDEX (CPI) INCREASE TO ALL RATE ITEMS LISTED IN
EXHIBIT C – SCHEDULE OF CHARGES**

WHEREAS, on December 21, 2021, the City Council awarded a Professional Services Agreement to InfoSend, Inc., to provide utility payment processing and print and mail services for the City and its customers; and

WHEREAS, on September 16, 2025, InfoSend, Inc requested a one-time 2.7% Consumer Price Index (CPI) increase to the rates listed in Exhibit C – Schedule of Charges effective December 21, 2025; and

WHEREAS, following analysis of the proposed 2.7% CPI rate increase, total annual expenditures will remain below the agreement’s not-to-exceed amount of \$141,400; and

WHEREAS, staff recommends approval of a 2.7% increase to the rates outlined in Exhibit C - Schedule of Charges.

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

1. The City Council of the City of Yuba City hereby approves Amendment No. 1 to the Professional Services Agreement with InfoSend, Inc., authorizing a one-time 2.7% CPI Increase to the rates set forth in Exhibit C – Schedule of Charges, and finds that approval of such amendment is in the best interest of the City.

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 6th day of January 2026.

AYES:

NOES:

ABSENT:

ATTEST:

Marc Boomgaarden, Mayor

Ciara Wakefield, City Clerk

APPROVED AS TO FORM:

Shannon Chaffin, Esq.
Aleshire & Wynder, LLP

Exhibit A – Amendment No. 1 to the Professional Services Agreement

EXHIBIT A

AMENDMENT NO.1 TO THE AGREEMENT FOR PROFESSIONAL SERVICES

This Amendment No. 1 to the Agreement for Professional Services is entered into on _____ (the "Effective Date") by and between City of Yuba City ("City"), and InfoSend, Inc. ("Consultant"). City and Consultant are sometimes referred to herein individually as a "party" and collectively as the "parties."

RECITALS

WHEREAS, City and Consultant have entered into the Agreement for Professional Services, dated December 21, 2021 for the purpose of providing utility payment processing and statement printing & mailing of utility bills as specified in the RFP 22-02 issued by the City (the "Professional Services Agreement"); and

WHEREAS, the Parties now desire to amend the Professional Services Agreement for the purpose of amending Exhibit C. Schedule of Charges.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants, conditions, and promises contained in the Professional Services Agreement, the Parties mutually agree as follows:

1. The recitals listed above are true and correct and are hereby incorporated herein by this reference.
2. Exhibit C. Schedule of Charges is amended effective December 21, 2025, to provide for a one time, 2.7% increase for all rate items listed on the schedule.
3. Not-to-Exceed Amount. Notwithstanding the amendment to Exhibit C set forth herein, Consultant shall remain subject to a total not-to-exceed compensation amount of One Hundred Forty-One Thousand Four Hundred Dollars (\$141,400) per contract year.
4. Except as amended by this Amendment No. 1, all other terms, conditions, and provisions of the Professional Services Agreement shall remain in full force and effect and shall govern the actions of the parties under this Amendment No. 1.
5. The Parties hereto hereby agree that electronic signatures are acceptable and shall have the same force and effect as original wet signatures.
6. This Amendment No. 1 may be signed in counterparts, each of which shall constitute an original.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 on the Effective Date first herein above written and caused this Amendment No. 1 to become effective by their respective endorsements below:

CITY OF YUBA CITY:

By: _____

Name: _____

Title: _____

Dated: _____

INFOSEND, INC.:

By: _____

Name: _____

Title: _____

Dated: _____

CITY OF YUBA CITY
STAFF REPORT

Date: January 6, 2026
To: Honorable Mayor & Members of the City Council;
From: Human Resources Department
Presentation By: Robert Bendorf, City Manager

Summary

Subject: Salary Adjustments

Recommendation: Adopt a Resolution taking the following actions effective January 10, 2026:

- A. Approving a Salary Adjustment for the Director of Finance and the Director of Human Resources
- B. Approving a starting vacation balance of 120 hours for the Director of Human Resources

Fiscal Impact: The new full year cost for salary and benefits for the Director of Human Resources is estimated to be \$230,993. This is an increase of approximately \$21,250 per year over existing costs for salary and benefits. For Fiscal Year 2025/26, Human Resources will realize a salary savings of approximately \$69,405 due to the Human Resources Director position remaining vacant for the first half of the fiscal year and filled with a part-time retired annuitant.

The estimated cost for the salary adjustment to the Director of Finance is \$3,300 for the remainder of FY2025/26. This cost will be absorbed within the department's existing approved budgeted amounts for salaries and benefits. The full year cost for the increase to salary and benefits is approximately \$7,134 over existing costs.

Purpose:

To adjust the salary range for the Director of Human Resources and provide a starting vacation balance of 120 hours in order to appoint a well-qualified individual to the position that has been vacant since February 2025. The adjustment to the salary range for the Director of Finance will provide salary parity for department head positions.

Council's Strategic Goal:

The recommended actions support the City Council's Strategic Goal of Fiscal Responsibility as human resources plays a key role in supporting departments and in ensuring our City government operates in a fiscally responsible and responsive manner.

Background:

The City of Yuba City's permanent Human Resources Director is responsible for overseeing the functions and activities of the Human Resources Department, including recruitment and selection, employee benefits and leave administration, employee and labor relations, compliance with labor laws, organizational training and development, workers' compensation, and classification and compensation programs.

The Human Resources Director position became vacant in February 2025. Gina Rowland, a CalPERS Retired Annuitant, has been serving as the Interim Human Resources Director since that time. Ms. Rowland has over 30 years of experience in local government agency human resources including serving as the Human Resources Director for Yolo County, and most recently serving as the Human Resources Director for Sutter County from 2018 until her retirement in January 2024. Ms. Rowland has indicated she will accept the offer of appointment to the regular, full-time Human Resources Director position upon Council's approval of the actions recommended herein, and contingent upon her reinstatement from CalPERS retirement.

Analysis:

To evaluate the existing salary of the Human Resources Director position, a salary survey was conducted by Bryce Consulting using the same survey methodology and comparable agencies as that negotiated with the City's largest bargaining unit, Public Employees' Union, Local 1/AFSCME Council 57. The attached survey shows the median salary in comparable agencies for Human Resources Director is \$204,318 annually. Human Resources also evaluated internal salary relationships amongst the City's department head positions. Based on this internal review, staff recommends the salary for Director of Human Resources be set at the same range as the Director of Community Services, \$12,613 to \$15,332 monthly (\$151,356 to \$183,984 annually). This amounts to a 14.7% increase over the existing salary.

To ensure salary parity amongst the department head positions, it is further recommended that the salary range for Director of Finance also be set at the same range as the Director of Community Services, which amounts to a 3% increase over the existing salary.

Resolution No. 24-058 approved by the City Council on May 21, 2024 sets forth the terms and conditions of employment for the "at will" department head positions ("Executive Management"). The Resolution delegates authority to the City Manager to negotiate employment terms with Executive Management employees and to enter into individual employment agreements. Terms which conflict with the specific benefits provided under the Resolution must be approved by Council. All of the terms and conditions set forth in the Resolution for Executive Management would be applicable to Ms. Rowland. In addition, the City Manager recommends the Council approve a starting vacation balance of 120 hours for Ms. Rowland. This is a common benefit negotiated for department head positions. Ms. Rowland's Employment Agreement is attached.

Brown Act Announcement

The Brown Act Requires that prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive during the open meeting in which the final action is to be taken. (See Government Code §54953(c)(3).)

Following Announcement to be read:

As required by the Brown Act (Government Code §54953(c)(3)), prior to taking action on this item, the Council must publicly announce a summary of the action being considered. If adopted, the proposed

resolution will approve the Employment Agreement with Gina Rowland for the Director of Human Resources as follows:

- Ongoing term until terminated by either party or replaced or amended by mutual agreement.
- Annual salary of \$183,984.
- Health, dental, vision, long-term disability, life insurance, deferred compensation, retirement, sick leave, administrative leave, and holiday benefits same as other executive management employees.
- Starting vacation balance of 120 hours and vacation leave accrual at the bi-weekly rate of 7.1 hours in recognition of her prior years of public agency service.

Fiscal Impact:

The new full year cost for salary and benefits for the Director of Human Resources is estimated to be \$230,993. This is an increase of approximately \$21,250 per year over existing costs for salary and benefits. For Fiscal Year 2025/26, Human Resources will realize a salary savings of approximately \$69,405 due to the Human Resources Director position remaining vacant for the first half of the fiscal year and filled with a part-time retired annuitant.

The estimated cost for the salary adjustment to the Director of Finance is \$3,300 for the remainder of FY2025/26. This cost will be absorbed within the department's existing approved budgeted amounts for salaries and benefits. The full year cost for the increase to salary and benefits is approximately \$7,134 over existing costs.

Alternatives:

Do not approve the recommended actions and direct staff to conduct a recruitment to fill the Human Resources Director position.

Recommendation:

Adopt a Resolution taking the following actions effective January 10, 2026:

- A. Approving a Salary Adjustment for the Director of Finance and the Director of Human Resources
- B. Approving a starting vacation balance of 120 hours for the Director of Human Resources

Attachments:

1. Salary Adjustment Resolution
2. Resolution Exhibit A - Salary Schedule
3. Total Compensation Study - HR Director
4. Employment Agreement - Rowland 011026

Prepared By:
Sheleen Loza
Administrative Analyst III

Submitted By:
Robert Bendorf
Interim City Manager

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
APPROVING A SALARY ADJUSTMENT FOR THE DIRECTOR OF HUMAN
RESOURCES AND THE DIRECTOR OF FINANCE, AND APPROVING A
STARTING VACATION BALANCE OF 120 HOURS FOR THE
DIRECTOR OF HUMAN RESOURCES**

WHEREAS, the City's permanent Human Resources Director position has been vacant since February 2025; and

WHEREAS, the Human Resources department contracted for a salary survey of the Human Resources Director position to determine its position relative to the market, and the survey results showed the salary for Yuba City's Human Resources Director is 27.34% below the median in comparable agencies; and

WHEREAS, based on the salary survey results and an internal review of City department head positions, it has been determined that a salary adjustment for the Director of Human Resources position is appropriate and necessary; and

WHEREAS, the internal review of salaries for City department head positions also revealed an inequity for the Director of Finance position; and

WHEREAS, in order to attract a well-qualified individual to the Human Resources Director position, a starting vacation balance of 120 hours is a common negotiated benefit.

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

SECTION I. Salary Schedule Amendments.

The modifications of the City's salary schedule as enumerated in Exhibit A are approved to reflect the salary adjustments for the Director of Finance and the Director of Human Resources and are incorporated herein by reference.

SECTION II. Starting Vacation Balance for Director of Human Resources.

A starting vacation balance of one hundred twenty (120) hours is hereby approved for Gina Rowland effective upon her appointment as the City's Director of Human Resources.

SECTION III. Authorization.

The changes set forth herein shall be effective January 10, 2026. The Director of Finance is hereby authorized to make the necessary modifications to the publicly available salary schedule in order 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 10th day of January 2026.

AYES:

NOES:

ABSENT:

ATTEST:

Marc Boomgaarden, Mayor

Ciara Wakefield, City Clerk

Approved as to form:

Ian B. Sangster
Kronick, Special Counsel

Exhibits:

- A. Salary Schedule Amendments (Effective January 10, 2026)

**CITY OF YUBA CITY
SALARY SCHEDULE AND GENERAL COMPENSATION PLAN
EFFECTIVE JANUARY 10, 2026**

Department Heads

JCN	CLASSIFICATION	Bargaining Group	SALARY STEPS					
			1	2	3	4	5	
8070*	CITY MANAGER	CM	-	-	-	-	18,375	Monthly
			-	-	-	-	106.01	Hourly
8061*	DIRECTOR OF PUBLIC WORKS	DH	12,993	-	-	-	15,793	Monthly
			74.96	-	-	-	91.11	Hourly
8010*	DIRECTOR OF HUMAN RESOURCES	DH	12,613	-	-	-	15,332	Monthly
			72.77	-	-	-	88.45	Hourly
8040*	DIRECTOR OF DEVELOPMENT SERVICES	DH	12,993	-	-	-	15,793	Monthly
			74.96	-	-	-	91.11	Hourly
8140*	DIRECTOR OF COMMUNITY SERVICES	DH	12,613	-	-	-	15,332	Monthly
			72.77	-	-	-	88.45	Hourly
8060*	DIRECTOR OF UTILITIES	DH	12,993	-	-	-	15,793	Monthly
			74.96	-	-	-	91.11	Hourly
8030*	FIRE CHIEF	DH	14,311	-	-	-	17,396	Monthly
			82.57	-	-	-	100.36	Hourly
8050*	POLICE CHIEF	DH	14,311	-	-	-	17,396	Monthly
			82.57	-	-	-	100.36	Hourly
8020*	DIRECTOR OF FINANCE	DH	12,613	-	-	-	15,332	Monthly
			72.77	-	-	-	88.45	Hourly

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

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 | PS - Police Sergeant |

ATTACHMENT 2

City of Yuba City
Total Compensation Study
11/2025

New Hires, Classic Employees

Agency	Classification	Maximum Base Salary	Employee's Portion of Retirement Paid by the Employer (%)	Employee's Portion of Retirement Paid by the Employer (\$)	Deferred Compensation	Longevity Pay (Maximum)	Certification / Education Pay (Maximum)	Certification / Education Pay Notes	Total Cash	Cafeteria Plan	Health (Most Expensive Plan)	Dental	Vision	Total Compensation	Comments
Yuba City	Director of Human Resources	\$13,371	7%	\$936	\$200	\$0	\$0		\$14,507	\$0	\$1,508	\$120	inc	\$16,135	
Davis	Human Resources Director	\$17,811	0%	\$0	\$0	\$891	\$0		\$18,702	\$0	\$2,305	\$210	\$0	\$21,216	
Lincoln	Human Resources Director	\$22,917	0%	\$0	\$0	\$0	\$0		\$22,917	\$0	\$2,315	\$110	\$7	\$25,349	
Lodi	No Comparable Class														Assistant City Manager is over Human Resources, Finance and Information Technology
Madera	Director of Human Resources	\$13,882	0%	\$0	\$0	\$1,041	\$0		\$14,923	\$2,762	inc	inc	inc	\$17,685	
Manteca	Director of Human Resources	\$17,917	0%	\$0	\$1,971	\$299	\$0		\$20,186	\$0	\$2,400	\$110	\$19	\$22,715	
Rocklin	No Comparable Class														Director of Administrative Services is over Human Resources, Finance and Information Technology
Tulare	Human Resources Director	\$13,770	0%	\$0			\$0		\$13,770	\$1,510	inc	inc	inc	\$15,280	
Turlock	Human Relations Director	\$16,242	0%	\$0	\$568	\$731	\$406	2.5% MA	\$17,947	\$0	\$2,636	\$115	\$20	\$20,719	
West Sacramento	No Comparable Class														Assistant City Manager-Administrative Services
Woodland	No Comparable Class														Director of Administrative Services is over Finance, Human Resources and Information Technology
Labor Market Median		\$17,027							\$18,324					\$20,968	
% Yuba City is Above or Below Median		-27.34%							-26.32%					-29.95%	
Labor Market Mean		\$17,090							\$18,074					\$20,494	
% Yuba City is Above or Below Mean		-27.81%							-24.59%					-27.02%	
# Of Comparable Matches		6													

Data effective as of 11/2025

ATTACHEMENT 3

Employment Agreement between the City of Yuba City and Gina Rowland

This Agreement made and entered into on January 10, 2026 by and between the City of Yuba City, California, a general law city, (herein called "the Employer") and **Gina Rowland** (hereinafter called "Employee") with respect to employment as the **Director of Human Resources** for the City of Yuba City, California. Except as otherwise provided herein, all of the terms set forth in Resolution 24-058, as it may be amended from time to time (attached and incorporated by reference) (hereinafter "Resolution 24-058"), apply to Employee.

Section 1: Term

The term of this Agreement shall be ongoing unless notice that the Agreement shall terminate is given or the Agreement is replaced or amended by mutual agreement of both parties in the future. The Employee acknowledges they serve in the position of **Director of Human Resources** at the discretion of the City Manager.

Section 2: Duties and Authority

Employer agrees to employ **Gina Rowland** as **Director of Human Resources** to perform the functions and duties specified in the City's job description for this position. In accordance with Resolution No. 24-058, Employee shall hold the appointed office "at will" and serve at the will and pleasure of the City Manager. The Employee understands that he is an FLSA-exempt employee and has no constitutionally protected property or other interest in this employment.

Section 3: Compensation

Base Salary: Employer agrees to pay Employee an annual base salary of **\$183,984** with an hourly rate of **\$88.45**. Compensation shall be payable in salary installments at the same City payroll intervals that the other Executive Management employees of the City are paid, and shall be subject to all applicable payroll taxes and withholdings. Adjustments to Employee's salary shall be in accordance with Resolution No. 24-058, Section 3. Compensation, A. "Salary."

Section 4: Health and Welfare Benefits and Other Terms and Conditions of Employment

1. Health and welfare benefits, and additional terms and conditions of employment, for Executive Team employees are provided in accordance with Resolution 24-058 Section 4. "Retirement," Section 5. "Insurance and Related Benefits," and Section 6. "Leaves and Related Benefits."
2. In addition to the foregoing, Employee shall be credited with one hundred twenty (120) hours of vacation leave in the first full payroll period following the effective date of this agreement. Additionally, for purposes of calculating Employee's bi-weekly vacation leave accrual rate and in recognition of Employee's more than 20 years of prior California local government agency service, Employee shall accrue vacation

leave at the "16 or more years" rate as set forth in Resolution 24-058, Section 6. "Leaves and Related Benefits" (7.1 hours per bi-weekly pay period).

Section 5: General Business Expenses

In addition to the provisions of Resolution 24-058, Section 7. "Professional Development," the Employer shall provide Employee with a cell phone required for the Employee to perform the job and to maintain communication. Usage of cell phone shall be in accordance with the City's policy on cell phone usage.

Section 6: Performance Evaluation

Employer shall annually review the performance of the Employee. The evaluation process, form, criteria, and format for the evaluation shall be created by the Employer. At a minimum the evaluation shall include the opportunity for: (1) the City Manager to prepare a written evaluation, (2) the City Manager and Employee to meet and discuss the evaluation, and (3) presentation of a final written evaluation completed by the City Manager. The final written evaluation should be completed and delivered to the Employee within 30 days of the evaluation meeting.

Section 7: Hours of Work

Employee is generally expected to be working during the City's regular business hours. It is recognized that the Employee must devote a great deal of time outside the normal office hours on business for the Employer, and to that end Employee shall be allowed to establish an appropriate work schedule or occasionally adjust an established work schedule, subject to approval of the City Manager.

Section 8: Outside Activities

The employment provided for by this Agreement shall be the Employee's primary employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the Employer and the community, the Employee may, with City Manager approval, elect to accept limited teaching, consulting or other business opportunities with the understanding that such arrangements shall not constitute interference with nor a conflict of interest with his or her responsibilities under this Agreement.

Section 9: Resignation

In the event the Employee voluntarily resigns their position with the Employer, the Employee shall provide a minimum of thirty (30) days' notice, unless the parties agree otherwise.

Section 10: Termination

This agreement shall terminate when:

1. The City Manager terminates the Employee with or without cause.

2. Upon the Employee's retirement or resignation. If the Employee resigns following a formal request for or offer to accept resignation by the City Manager, then the Employee may declare a termination without cause (under subsection (10)(1) above) as of the date of the resignation offer.
3. Upon the Employee's death.

Section 11: Severance

Severance shall be paid to the Employee when the Employee is terminated without cause as defined in Section 10.

If the Employee is terminated without cause, the Employer shall provide a severance payment equal to six (6) months' salary at the then-current rate of pay and value of health insurance premiums (at then-existing coverage levels). This severance shall be paid in lump sum unless otherwise agreed by the Employer and the Employee, and shall be subject to all applicable payroll taxes and withholdings.

Employee shall not be eligible for severance pay pursuant to this section if: a) the Employee voluntarily resigns, or b) the Employee is terminated for willful misconduct, malfeasance, dishonesty for personal gain, conviction of a misdemeanor involving moral turpitude, or conviction of a felony. If Employee is terminated for a cause other than the foregoing (i.e., willful misconduct, malfeasance, dishonesty for personal gain, conviction of a misdemeanor involving moral turpitude, or conviction of a felony) then the City Manager may, but is not necessarily required to, provide a severance payment up to six (6) months' salary at the then-current rate of pay and value of health insurance premiums (at then-existing coverage levels).

Employee's eligibility for any severance benefits is expressly conditioned upon Employee's execution of (i) a waiver and release of any and all of Employee's claims against City, its Councilmembers, officers, and employees, and (ii) a covenant not to sue any of those parties.

Pursuant to Government Code Section 53243.2, if the Employee is terminated, any severance or cash settlement related to the termination that the Employee receives from the City, shall be fully reimbursed to the City if the Employee is convicted of a crime involving an abuse of his/her office or position.

Section 12: Indemnification

In accordance with the rights and limitations of the California Government Claims Act, the Employer shall indemnify Employee against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney's fees, and any other liabilities incurred by, imposed upon, or suffered by such Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of his or her duties. Employer's obligation to defend and indemnify Employee shall extend only to the entry of a final judgment by a trial court, and shall not extend to providing defense or

indemnity in connection with an appeal of the judgment, unless otherwise specifically provided by law. The Employer will determine, in its sole discretion, whether to compromise and settle any such claim or suit against Employee and the amount of the related settlement or judgment rendered. Any settlement of any claim must be made with prior approval of the Employer in order for defense and indemnification, as provided in this Section, to be available. Pursuant to Government Code 53243.1, if any City funds are provided for the legal criminal defense, said funds shall be fully reimbursed to the City if the Employee is convicted of a crime involving an abuse of his or her office or position.

Section 13: Other Terms and Conditions of Employment

Employee understands and agrees that Employee's post-City employment is restricted by the "revolving door" limitations set forth in Ordinance No. 006-20. Further, the Employer, only upon agreement with Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Yuba City Municipal Code or any other law.

Section 14: Notices

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service or by traceable overnight delivery service (e.g. Fedex or equivalent).

Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service or traceable overnight delivery service.

Notices to Employee shall be sent to Employee at the address on file with the City's Human Resources Department. Notices to the Employer shall be directed to the attention of the City Manager at 1201 Civic Center Blvd., Yuba City, CA 95993.

Section 15: General Provisions

1. This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this Agreement. The compensation and benefit terms in this Agreement shall govern in the event of any direct conflict with other City policies, rules or resolutions.
2. Government Code §§53243, 53243.1, & 53243.2 and related provisions apply if Employee is convicted of a crime involving an abuse of Employee's office or position (including but not limited to reimbursing the City for administrative leave pay pending investigation and reimbursing the City for a cash settlement paid to Employee).

3. This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.
4. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.
5. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Employee and City agree that venue for any dispute shall be in Sutter County, California.
6. Employee may not assign this Agreement in whole or in part, and any such purported or attempted assignment shall be void.
7. Effective Date. This Agreement shall become effective on January 10, 2026.

Dated: _____

 Gina Rowland
 Director of Human Resources

Dated: _____

 Robert Bendorf
 City Manager

Attest:

Approved as to Form:

 Ciara Wakefield
 City Clerk

 Ian Sangster
 Kronick Moskovitz Tiedemann &
 Girard, Special Counsel

CITY OF YUBA CITY
STAFF REPORT

Date: January 6, 2026
To: Honorable Mayor & Members of the City Council;
From: Administration Department
Presentation By: Gina Rowland, Interim Human Resources Director

Summary

Subject: City Manager Employment Agreement
Recommendation: Adopt a Resolution Approving a City Manager Employment Agreement between the City of Yuba City and Robert Bendorf, and Appointing Robert Bendorf as City Manager effective January 10, 2026
Fiscal Impact: Salary savings in FY 25-26 in the amount of \$13,220
Increased annual cost of \$55,770 beginning FY 26-27

Purpose:

To establish the terms and conditions of the City Manager's contract.

Council's Strategic Goal:

This recommended action to appoint a City Manager who is a respected leader with decades of experience in local government is critical to achievement of the City Council's Strategic Goal areas which include Public Safety, Business Friendly, Fiscal Responsibility and Infrastructure.

Background:

The City of Yuba City's permanent City Manager position became vacant in March 2025 after the resignation of City Manager Diana Langley. To ensure a smooth transition of leadership until the recruitment process could be completed for a new City Manager, Robert Bendorf was appointed by the City Council as Interim City Manager effective March 4, 2025.

Mr. Bendorf has worked in local government public service for nearly 40 years. He joined the Yuba County Sheriff's Department in 1986 and eventually joined the Yuba County Administrator's office in 2000. Under his leadership, Yuba County achieved positive outcomes and became a leader in local government operations and innovation. Mr. Bendorf retired from Yuba County after serving as the County Administrator for 15 years.

Throughout his career, he has served on numerous statewide, regional and local committees and commissions including AB 109, Court Transfers, County – Court Mediations, CSAC – League of Cities Task Force on Homelessness, Governor Brown appointee to the No Place Like Home Advisory Committee and served as a board member for CSAC Finance Corporation for eight years. He has also

been an instructor with the California State Association of Counties Institute for Excellence for nearly 15 years, teaching a variety of topics ranging from finance and budgeting, leadership, communications and effective governance.

Analysis:

In preparation for a recruitment for a new City Manager, Human Resources requested a third party salary survey be conducted by Bryce and Associates using the same survey methodology and comparable agencies as that negotiated with the City's largest bargaining unit, Public Employees' Union, Local 1/AFSCME Council 57. The attached survey shows that the current salary for Yuba City's City Manager position is 26.9% below the median salary in comparable agencies.

It is recommended the City Council appoint Robert Bendorf as City Manager effective January 10, 2026, and adopt a Resolution approving the City Manager Employment Agreement which has been signed by Mr. Bendorf. If approved by the City Council, Mr. Bendorf's appointment shall be contingent upon his reinstatement from CalPERS retirement.

Brown Act Announcement

The Brown Act Requires that prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive during the open meeting in which the final action is to be taken. (See Government Code §54953 (c)(3).)

Following Announcement to be read:

As required by the Brown Act (Government Code § 54953 (c)(3)), prior to taking action on this item, the Council must publicly announce a summary of the action being considered. If adopted, the proposed resolution will approve the City Manager Employment Agreement with Robert Bendorf as follows:

- Ongoing term until terminated by either party or replaced or amended by mutual agreement.
- Annual salary of \$280,000.
- Health, dental, vision, long-term disability, life insurance, deferred compensation, retirement, sick leave, administrative leave, and holidays same as other executive management employees.
- Vehicle allowance of \$1,000 per month in lieu of a City-provided take home vehicle.
- Starting vacation balance of 120 hours, and vacation leave accrual at the bi-weekly rate of 7.1 hours in recognition of his prior years of public agency service.

A Resolution appointing Mr. Bendorf as the City Manager and the City Manager Employment Agreement are included as attachments to this report.

Fiscal Impact:

There is no increased cost to the City in Fiscal Year 2025/26 for this recommended action as there are salary savings resulting from the City Manager position being vacant for the first half of the fiscal year. In fact, it is estimated that the City Manager's office will realize approximately \$13,220 in salary savings by holding the City Manager position vacant and filling it with an Interim City Manager.

The increased annual cost going forward for the Employment Agreement between the City and Mr. Bendorf is approximately \$55,770. This amount will be included in the requested budget for FY2026/27 for salaries and benefits in the City Manager's office. The new total annual cost for City Manager for salary and benefits is approximately \$344,824 which is a 19.3% increase over the total compensation for the previous City Manager which was negotiated in 2022.

Alternatives:

Do not approve the recommended action and direct staff to continue a recruitment to fill the position.

Recommendation:

Adopt a Resolution Approving a City Manager Employment Agreement between the City of Yuba City and Robert Bendorf effective January 10, 2026.

Attachments:

1. Resolution to Appoint City Manager and Approve Employment Agreement
2. Employment Agreement - Bendorf FINAL
3. Bryce Consulting - City Manager Salary Survey 11.2025

Prepared By:

Gina Rowland
Human Resources Director

Submitted By:

Marc Boomgaarden
Mayor

ATTACHMENT 1

RESOLUTION NO. 26-

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
APPROVING A CITY MANAGER EMPLOYMENT AGREEMENT BETWEEN THE CITY
OF YUBA CITY AND ROBERT BENDORF, AND APPOINTING ROBERT BENDORF
AS CITY MANAGER EFFECTIVE JANUARY 10, 2026**

WHEREAS, Yuba City Municipal Code Section 2-2.01 creates and establishes the office of the City Manager and provides that the City Manager shall be appointed by the City Council wholly on the basis of his administrative and executive ability and qualifications, and shall hold office for and during the pleasure of the City Council of the City of Yuba City; and

WHEREAS, the permanent City Manager position in the City of Yuba City is vacant; and

WHEREAS, Robert Bendorf has served as the City's Interim City Manager since March 4, 2025; and

WHEREAS, Mr. Bendorf has decades of esteemed local government agency experience most recently serving as the County Executive Officer for the County of Yuba for over 15 years until his CalPERS retirement in 2019; and

WHEREAS, the City Council wishes to hire Mr. Bendorf as the permanent City Manager, and Mr. Bendorf wishes to reinstate from CalPERS retirement; and

WHEREAS, per Government Code Section 36506, the City Council shall fix the compensation of all appointive officers and employees by resolution. Such officers and employees shall hold office at the pleasure of the City Council; and

WHEREAS, per Yuba City Municipal Code Section 2-2.05, the City Manager shall receive such salary and benefits as set forth in an employment agreement between the City Council and City Manager.

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

SECTION 1. The City Council appointments Robert Bendorf as the City Manager for the City of Yuba City, effective January 10, 2026, subject to his reinstatement from CalPERS retirement.

SECTION 2. The City Manager Employment Agreement between the City of Yuba City and Robert Bendorf, a copy of which is attached hereto as an attachment, is approved. The Mayor is authorized to execute the agreement on behalf of the City.

SECTION 3. This Resolution shall immediately take effect upon passage.

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 6th day of January, 2026 by the following vote:

AYES:

NOES:

ABSENT:

ATTEST:

Marc Boomgaarden, Mayor

Ciara Wakefield, City Clerk

APPROVED AS TO FORM:

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

ATTACHMENT 2

CITY OF YUBA CITY
CITY MANAGER
EMPLOYMENT AGREEMENT

This CITY MANAGER EMPLOYMENT AGREEMENT (“Agreement”) is entered into and made effective the 10th day of January, 2026, by and between the CITY OF YUBA CITY, a general law city and municipal corporation (“City”) and ROBERT BENDORF, an individual (“Employee”).

RECITALS

WHEREAS, it is the desire of the City Council of the City of Yuba City (hereinafter the "City Council") to employ an individual to serve in the at-will position of City Manager, which position is prescribed by state law and the City’s Municipal Code; and

WHEREAS, California Government Code Section 34852 provides that an ordinance establishing a City Manager form of government shall define the powers and duties of the City Manager; and

WHEREAS, the powers and duties of the City Manager of the City are set forth in Yuba City Municipal Code (“YCMC”) §§ 2-2.07; and

WHEREAS, Employee was appointed as the City’s Interim City Manager effective March 4, 2025, as a CalPERS retired annuitant; and

WHEREAS, based on Employee’s executive and administrative qualifications and ability, the City Council desires to employ Employee to serve as the at-will City Manager for the City, subject to Employee’s reinstatement from CalPERS retirement; and

WHEREAS, Employee reinstated from CalPERS retirement effective January 10, 2026 and desires to perform and assume responsibility for the provision of at-will City Manager services to the City; and

WHEREAS, YCMC Section 2-2.12 provides that “[n]othing in this chapter shall be construed as a limitation on the power or authority of the City Council to enter into any agreement with the City Manager delineating additional terms and conditions of employment. The terms and conditions of any employment agreement may be inconsistent with, and supersede, this chapter only if expressly provided for in the agreement[;]” and

WHEREAS, the parties wish to establish the terms and conditions of Employee’s provision of at-will City Manager professional services to the City through this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the City and Employee hereby agree as follows:

AGREEMENT

1.0 EMPLOYMENT & DUTIES

1.1 Duties. City hereby employs Employee as City Manager for the City to perform the functions and duties of the City Manager, as specified in the job description attached hereto as Exhibit “A,” YCMC §2-2.07, and in the Government Code of the State of California, and to perform such other legally permissible and proper duties and functions as the City Council shall, from time-to-time, direct or assign. Employee shall devote his best efforts and full-time attention to performance of these duties.

1.2 Work Schedule. Employee is expected to engage in the hours of work that are necessary to fulfill the obligations of the position, must be available at all times, and must devote a great deal of time outside the normal office hours to the business of the City. Employee acknowledges that proper performance of the duties of City Manager will require Employee to generally observe normal business hours, as set by the City and may be duly revised from time-to-time (currently 8:00 a.m. to 5:00 p.m., Monday through Friday), and will also often require the performance of necessary services outside of normal business hours. Employee’s compensation (whether salary or benefits or other allowances) is not based on hours worked, and Employee shall not be entitled to any compensation for overtime.

1.3 Other Activities. Employee shall focus his professional time, ability, and attention to City business during the term of this Agreement. Accordingly, Employee shall not engage in any conduct or other employment or business that would unreasonably interfere with or conflict with his responsibilities and duties to the City or that would reflect unfavorably upon the interests of the City. Employee acknowledges that any other employment or business outside of his role as City Manager must be approved in advance by the Mayor and Vice Mayor following a written request from Employee, certifying that the proposed other employment or business would not interfere with or conflict with his responsibilities and duties as City Manager.

1.4 At-Will Employment Status. Upon appointment to the City Manager position, Employee shall serve at the will and pleasure of the City Council and understands that he shall be an “at-will” employee without recourse to bumping or other demotion rights and shall be subject to summary dismissal without any right of notice or hearing except as expressly provided in this Agreement, including any so-called due process pre-disciplinary “Skelly” hearing. The City may terminate Employee at any time in accordance with Section 3.4 below.

1.5 City Documents. All data, studies, reports and other documents prepared by Employee while performing his duties during the term of this Agreement shall be furnished to and become the property of the City, without restriction or limitation on their use. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Employee in connection with the performance of this Agreement shall be held confidential by Employee to the extent permitted by applicable law, except as may be required by any governmental agency or court of competent jurisdiction. Such materials shall not be used by Employee, without the prior written consent of the City Council, for any purposes other than the performance of his duties. Additionally, no such materials may be disclosed to any person or entity not connected with the performance of services under this Agreement, except as

required by (a) law, (b) any governmental agency, (c) subpoena, or (d) an order issued by a court of competent jurisdiction.

1.6 Exclusion from City's "Career Service". Employee understands, acknowledges and agrees that the City Manager classification is excluded from the City's "Career Service" pursuant to YCMC §2-5.02(a).

1.7 FLSA Exempt Status. Employee agrees that his position is that of an exempt employee for the purposes of the Fair Labor Standards Act ("FLSA").

1.8 Termination of Interim City Manager Status. Employee's status as Interim City Manager for the City terminated automatically effective December 31, 2025 pursuant to Section 2 of the Agreement For Employment As Interim City Manager between Employee and the City effective March 4, 2025.

2.0 COMPENSATION AND REIMBURSEMENT

2.1 Compensation. For the services rendered pursuant to this Agreement, Employee's initial base compensation shall be Two Hundred Eighty Thousand Dollars and No Cents (\$280,000.00) annually ("Salary"), which shall be paid on a pro-rated basis bi-weekly at the same time as other employees of the City are paid. Such Salary shall be adjusted for payroll taxes, workers' compensation, and other payroll-related liability costs as determined by the City. In the event the City implements cost-saving measures, such as work furloughs, salary reductions, changes to health or welfare benefits and allowances, or any other changes to the terms applicable to the City's Executive Employees, then Employee will receive the same percentage downward adjustment and change in terms. In the event that such cost saving measures are subsequently eliminated (i.e. former salary or benefit levels are restored), Employee will receive the same percentage restoration of salary or terms as the City's Executive Employees.

2.2 Salary Adjustments. Except as provided in Section 2.1, any adjustments to Employee's Salary shall be at the sole discretion of the City Council and must be memorialized by written amendment to this Agreement. Employee shall not automatically receive any cost of living adjustments or other increases provided to the City's employees, whether represented or unrepresented.

3.0 TERM

3.1 Commencement & Effective Date. Employee shall commence his services hereunder at 12:01 a.m. Pacific daylight savings time on January 10, 2026 or such earlier date upon which the City Council and Employee may mutually agree, in either event such date will also be deemed the effective date of this Agreement ("Effective Date").

3.2 Term. This Agreement shall remain in full force and effect until terminated in accordance with the provisions in this Agreement.

3.3 Termination by Employee. Employee may terminate this Agreement at any time, provided Employee provides the City Council with at least thirty (30) days' advance

written notice prior to the effective date of termination, unless a shorter period is acceptable to Council. In the event Employee terminates this Agreement, Employee expressly agrees that he shall not be entitled to any severance pay.

3.4 Termination by City. The City Council may terminate this Agreement at any time with or without cause, by providing written notice of the reasons(s). The City Council's right to terminate Employee pursuant to this Section 3.4 shall not be subject to or in any way limited by the City's Personnel Rules or past City practices related to the employment, discipline or termination of the City's employees. Nothing herein, however, shall be construed to create a property interest, where one does not exist by rule of law, in the position of City Manager. Upon appointment to the City Manager position, Employee remains an at-will employee serving at the pleasure of the City Council.

(a) Termination by City for Cause. The City may terminate this Agreement for cause at any time by providing Employee with five (5) business days' written notice of the termination for cause and the facts and grounds constituting such cause. In such event, City shall, if desired by Employee, afford Employee a public name-clearing hearing before Council. Request for a name clearing hearing shall be made to the City Clerk within seven (7) days of Employee's receipt of notice of termination. For purposes of this Agreement, the term "cause" shall be defined to include any misconduct materially related to performance of official duties, including but not be limited to any of the following: (1) breach of this Agreement; (2) violation of the City's Municipal Code, Ordinances, Rules, and Regulations, including but not limited to the City's Personnel Rules; (3) willful or persistent material breach or neglect of duties; (4) résumé fraud or other acts of material dishonesty; (5) insubordination (which shall be defined as a repeated failure to carry out a directive or directives of Council made by Council as a body); (6) corrupt or willful misconduct in office; (7) conviction of a misdemeanor involving moral turpitude (i.e., offenses contrary to justice, honesty, or morality) or conviction of a felony under California law; (8) willful destruction or misuse of City property; (9) habitual intoxication while on duty, whether by alcohol, prescription or non-prescription drugs, and in the case of prescription drugs, where they are being used in a manner not authorized by Employee's treating physician; (10) use or possession of illegal drugs; (11) inexcusable absence without an authorized leave of absence; (12) willful political activity involving the support of candidates for Council; (13) theft or attempted theft; (14) financial mismanagement; (15) willful violation of Federal, State or City discrimination and harassment laws concerning either members of the general public or City's employee(s) while acting in the course and scope of employment and/or while on City premises or time; (16) willful and unlawful retaliation against any City officer or employee or member of the general public who in good faith reports, discloses, divulges or otherwise brings to the attention of any appropriate authority any facts or information relative to actual or suspected violations of any law occurring on the job or related directly thereto; (17) willful violation of any conflict of interest or incompatibility of office laws; (18) engaging in conduct tending to bring embarrassment or disrepute to City; (19) any illegal or unethical act involving personal gain; (20) "abuse of office or position" as defined in Government Code §53243.4 (i.e., waste, fraud, and violation of the law under color of authority and crimes against public justice, including crimes involving bribery and corruption); or (21) any similar cause. For any of the foregoing, the City may, in its discretion, place Employee on paid or unpaid administrative leave until resolution. If the City terminates for cause this Agreement and the services of Employee hereunder, then the City shall have no obligation to pay severance.

(b) Termination by City Council Without Cause. The City Council may terminate Employee at any time without cause but rather based upon management reasons, including but not limited to: (i) change of administration, or (ii) incompatibility of management styles. In the event Employee is terminated without cause, Employee expressly agrees that he shall not be entitled to any severance pay as the result of the termination of this Agreement except as provided in Section 4.1 below. Notwithstanding the foregoing, Employee shall not be terminated without cause, nor shall notice of termination without cause be issued, during the first one hundred and eighty (180) days following any change in membership of the City Council unless done so by a unanimous vote of the City Council.

3.5 Waiver of Certain Discipline and Termination Rights. Employee expressly waives any rights afforded under City's personnel system or policies, Personnel Rules, and any rights afforded to Employee under the Yuba City Municipal Code (including Section 2-2.11) or under State or Federal law, including Government Code §§ 54950 *et seq.* ("Brown Act"), to any form of pre- or post- discipline or termination hearing, appeal, or other administrative process pertaining to discipline or termination, except those rights Employee may have under the California or United States constitutions to a name-clearing hearing. Such rights waived under this Section 3.5 include the right under the Brown Act (Government Code §54957(b)) to have complaints or charges against an employee heard in a public session upon Employee's request.

4.0 SEVERANCE

4.1 Severance Pay. If the Council terminates Employee without cause and Employee does not challenge such termination, including but not limited to by means of appeal or civil or administrative claim, then City shall pay to Employee severance in an amount equal to his monthly base salary (as defined in Section 2 above) then in effect multiplied by six (6), less applicable deductions and excluding deferred compensation or the value of any other benefits.

Notwithstanding the foregoing, Government Code Section 53260 provides that all contracts of employment with a city must include a provision limiting the maximum cash settlement for the termination of the contract to the monthly salary (excluding benefits) multiplied by the number of months left on the unexpired term, but not more than 18 months if the unexpired term exceeds 18 months. Accordingly, should such proposed severance payment exceed the amount authorized to be paid under Government Code Section 53260, then the amount paid to Employee shall be reduced in the amount necessary to comply with such statute. (For example, if termination occurs with two (2) months left in the term, severance would be equal to the monthly base salary multiplied by two (2) rather than the six (6) months provided in this Section.)

4.2 No Severance Pay if Termination for Cause or Initiated by Employee. As provided in Section 3.4(a), should Employee be terminated for cause, the City shall have no obligation to pay the severance provided for in Section 4.1 above. As provided in Section 3.3, should Employee initiate termination of this Agreement, the City shall have no obligation to pay the severance provided for in Section 4.1 above.

4.3 Sole Rights. The severance rights provided in this Section 4.0 shall constitute the sole and only entitlement of Employee with respect to severance pay in the event of the termination, other than for cause. Employee expressly waives any and all other rights with

respect to severance pay except as provided herein. Any and all severance rights are conditioned upon and in consideration for execution of the standard “Agreement of Separation, Severance, and General Release” attached hereto in form only as Exhibit “C.”

5.0 PERFORMANCE EVALUATIONS

5.1 Purpose. The performance review and evaluation process set forth herein is intended to provide review and feedback to Employee so as to facilitate a more effective management of the City. Nothing herein shall be deemed to alter or change the employment status of Employee (as set forth in Section 1.4 above), nor shall this Section 5.0 be construed as requiring “cause” to terminate this Agreement, or the services of Employee hereunder.

5.2 Annual Evaluation. The City Council shall review and evaluate the performance of Employee annually within thirty (30) days after each anniversary of the Effective Date or more frequently as the Council so directs to discuss Employee’s performance.

5.3 Written Summary. The City Council may, at its sole discretion, elect to provide a written summary of each performance evaluation to Employee within two (2) weeks following the conclusion of the review and evaluation process, and may, at its discretion, schedule at least one (1) closed personnel session with Employee to deliver and discuss the evaluation.

6.0 BENEFITS

6.1 Equivalent Benefits to Executive Management Employees. Except as specifically provided herein, Employee shall be entitled to the same benefits provided to all of the City’s Unrepresented Executive Management Employees as stated in the then-current Resolution of the City Council of the City of Yuba City Approving Wages and Benefits of Unrepresented Executive Management Employees (as of the effective date of this Agreement Resolution No. 24-058) (the “Executive Employee Benefits Resolution”), and subject to the same applicable terms and conditions set forth therein. In the event of any inconsistency between the benefits available under the Executive Employee Benefits Resolution and this Agreement, this Agreement shall control.

6.2 Additional Benefits and Allowances. In addition to the benefits specified in Section 6.1, Employee shall receive the following additional benefits and allowances:

(a) Auto Allowance. In lieu of mileage reimbursement and use of a City vehicle for conducting City business, the City shall reimburse Employee for the use of his personal automobile for official City business at the rate of One Thousand Dollars (\$1,000.00) per month, to be paid in twenty-six equal annual payments on the City’s regular payroll. Such auto allowance authorized by this Section shall constitute full compensation for any and all expenses related to the operation and maintenance of Employee's vehicle for City purposes. Employee shall maintain throughout the term of this Agreement automobile liability insurance in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) for bodily injuries or death of one person and Five Hundred Thousand Dollars (\$500,000.00) for property damage

arising from one accident. Employee shall provide City with evidence of such automobile liability insurance coverage, to consist of a certificate of insurance or a copy of the insurance policy. Employee shall be responsible for any tax liabilities as determined by the City for this allowance.

(b) Vacation Leave. In the first full payroll period following the Effective Date of this Agreement, Employee shall be credited with one hundred twenty (120) hours of vacation leave. Additionally, for purposes of calculating Employee's bi-weekly vacation leave accrual rate and in recognition of Employee's more than 20 years of prior service at another California local government agency, Employee shall accrue vacation leave at the "16 or more years" rate as set forth in the Executive Employee Benefits Resolution (7.1 hours per bi-weekly pay period as of the Effective Date).

(c) Administrative Leave Cash Out. Employee shall be credited with eighty (80) hours of administrative leave on the first non-payroll week of each January. In December of each year, Employee may make an irrevocable election to cash out a maximum of eighty (80) hours of administrative leave that will be accrued in the following calendar year, which election shall specify both the number of hours to be cashed out and the applicable payment months (March and July), subject to all applicable state and federal tax withholdings. Any elected cash-out shall be paid only in the elected payment months and may not be accelerated, deferred, or modified after the election is made. Any unused hours remaining at the end of the calendar year will be paid out in the last pay period of the calendar year, and shall not be carried over to the following year.

(d) CalPERS Retirement Benefits. Although CalPERS and not the CITY decides Employee's CalPERS membership status, the Parties understanding is that because Employee retired from a CalPERS agency other than the City, and that Employee has not previously worked for the City, he will be reinstated as a CalPERS "PEPRA" member pursuant to CalPERS Pub. 37, "A Guide to CalPERS Reinstatement from Retirement," p. 3. The City makes no representation on the impact Employee's employment by the City following his reinstatement from retirement shall or may have upon Employee's CalPERS retirement benefits, status, duties and/or obligations. Employee acknowledges that in entering into this Agreement, he has not relied upon any such representations (none of which being in existence) in assessing the CalPERS-related impact of his employment.

(e) Deferred Compensation. Employee shall receive a City contribution of two and seven-tenths percent (2.7%) of the Employee's annual salary paid into the City's deferred compensation plan.

(f) Retiree Medical. If Employee retires from the City, Employee shall have the "Employee Only" medical premium paid by City until such time as Employee is eligible to receive Medicare. If the Employee receives a disability retirement, this benefit is not available.

7.0 PROFESSIONAL DEVELOPMENT

7.1 Membership. The City encourages Employee's continued professional development and shall provide payment of appropriate related costs for such activities, including membership in relevant professional organizations, as approved by the City Council.

7.2 Out-of-Town Meetings & Seminars. The City agrees to reimburse Employee the actual cost for registration, travel, lodging, meals, and other expenses incurred by Employee while attending overnight, out-of-town meetings or seminars related to his employment with the City, in accordance with the City's policies for expense reimbursement. Moreover, to be eligible Employee must have budgeted funds available for same; provided, however, that the City Council may, in its sole discretion, approve such unbudgeted expenditures if it deems it in the best interests of the City.

7.3 Local Meetings & Seminars. The City agrees to reimburse Employee the actual cost of registration, meals, and other expenses necessarily incurred while in attendance at local meetings or seminars related to his employment with City in accordance with the City's policies for expense reimbursement.

8.0 BONDS AND INDEMNIFICATION

8.1 Indemnification. To the extent mandated by the California Government Code, the City shall defend, hold harmless, and indemnify Employee against any tort, professional liability, claim or demand, or other legal action arising out of an alleged act or omission occurring in the performance of Employee's services under this Agreement. This section shall not apply to any intentional tort or crime committed by Employee, to any action outside the course and scope of the services provided by Employee under this Agreement, or any other intentional or malicious conduct or gross negligence of Employee.

8.2 Bonds. City shall bear the full cost of any fidelity or other bonds, which may be required in the performance of Employee's services under this Agreement.

9.0 GENERAL PROVISIONS

9.1 Entire Agreement. This Agreement represents the entire agreement between the parties and supersedes any and all other agreements, either oral or in writing, between the parties with respect to Employee's employment by the City and contains all of the covenants and agreements between the parties with respect to such employment. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by either party, or anyone acting on behalf of either party, which are not embodied herein, and that no other agreement, statement or promises not contained in this Agreement shall be valid or binding upon either party.

9.2 Amendment. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing, which amendment shall require approval by the affirmative vote of three (3) members of the Council.

9.3 Notices. Any notice required or permitted by this Agreement shall be in writing and shall be personally served or shall be sufficiently given when served upon the other party as sent by United States Postal Service, postage prepaid and addressed as follows:

To City:

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

To Employee:

Robert Bendorf
[On file with Human Resources Dept.]

Notices shall be deemed given as of the date of personal service or upon the date of deposit in the course of transmission with the United States Postal Service.

9.4 Conflicts Prohibited. During the term of this Agreement, Employee shall not engage in any business or transaction or maintain a financial interest which conflicts, or reasonably might be expected to conflict, with the proper discharge of Employee's duties under this Agreement. Employee shall comply with all requirements of law, including but not limited to, Sections 87100 *et seq.*, Section 1090 and Section 1125 of the Government Code, and all other similar statutory and administrative rules. Whenever any potential conflict arises or may appear to arise, the obligation shall be on Employee to seek legal advice concerning whether such conflict exists and Employee's obligations arising therefrom.

9.5 Post-City Employment. Employee understands and agrees that Employee's post-City employment is restricted by the "revolving door" limitations set forth in Yuba City Municipal Code Section 2-5.11, "Post-employment Lobbying."

9.6 Effect of Waiver. The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

9.7 Partial Invalidity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

9.8 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, which are in full force and effect as of the date of execution and delivery by each party hereto.

9.9 Mandatory Government Code Provisions. Government Code §§ 53243 - 53243.4 require that contracts between local agencies and its employees include provisions requiring an employee who is convicted of a crime involving an abuse of his office or position to provide reimbursement to the local agency for the following forms of payment: (i) paid leave salary; (ii) criminal defense costs; (iii) cash settlement payments; and (iv) any non-contractual settlement payments. Accordingly, the Parties agree that it is their mutual intent to fully comply with these Government Code sections and all other applicable law as it exists as of the date of execution of this Agreement and as such laws may be amended from time to time thereafter. Specifically, the following Government Code sections are called out and hereby incorporated by this Agreement:

§53243. Reimbursement of paid leave salary required upon conviction of crime involving office or position.

§53243.1. Reimbursement of legal criminal defense upon conviction of crime involving office or position.

§53243.2. Reimbursement of cash settlement upon conviction of crime involving office or position.

§53243.3. Reimbursement of noncontractual payments upon conviction or crime involving office or position.

§53243.4. "Abuse of office or position" defined.

Employee represents that Employee has reviewed, is familiar with, and agrees to comply fully with each of these provisions if any of these provisions are applicable to Employee, including that Employee agrees that any cash settlement or severance related to a termination that Employee may receive from the City shall be fully reimbursed to the local agency if Employee is convicted of a crime involving an abuse of Employee's office or position. The Government Code provisions referenced in this section are attached hereto in Exhibit "B".

9.10 YCMC § 2-5.11. YCMC § 2-5.11, adopted by Ordinance No. 006-20, specifies post employment lobbying limitations applicable to the City Manager and other City officials. Employee represents that Employee has reviewed, is familiar with, and agrees to comply fully with each of the provisions of YCMC § 2-5.11.

9.11 Independent Legal Advice. The City and Employee represent and warrant to each other that each has received legal advice from independent and separate legal counsel with respect to the legal effect of this Agreement, or had the opportunity to do so, and the City and Employee further represent and warrant that each has carefully reviewed this entire Agreement and that each and every term thereof is understood and that the terms of this Agreement are contractual and not a mere recital. This Agreement shall not be construed against the party or its representatives who drafted it or who drafted any portion thereof.

IN WITNESS WHEREOF, the City of Yuba City has caused this Agreement to be signed and executed on its behalf by its Mayor, and duly attested by its officers thereunto duly authorized, and Employee has signed and executed this Agreement, all in triplicate.

CITY OF

Marc Boomgaarden, Mayor

ATTEST:

Ciara Wakefield, City Clerk

APPROVED AS TO FORM:

Shannon Chaffin, City Attorney

EMPLOYEE

Robert Bendorf

DRAFT

EXHIBIT "A"

[City Manager Job Description Attached]

EXHIBIT "B"

GOVERNMENT CODE SECTION 53243-53243.4

53243. On or after January 1, 2012, any contract executed or renewed between a local agency and an officer or employee of a local agency that provides paid leave salary offered by the local agency to the officer or employee pending an investigation shall require that any salary provided for that purpose be fully reimbursed if the officer or employee is convicted of a crime involving an abuse of his or her office or position.

53243.1. On or after January 1, 2012, any contract executed or renewed between a local agency and an officer or employee of a local agency that provides funds for the legal criminal defense of an officer or employee shall require that any funds provided for that purpose be fully reimbursed to the local agency if the officer or employee is convicted of a crime involving an abuse of his or her office or position.

53243.2. On or after January 1, 2012, any contract of employment between an employee and a local agency employer shall include a provision which provides that, regardless of the term of the contract, if the contract is terminated, any cash settlement related to the termination that an employee may receive from the local agency shall be fully reimbursed to the local agency if the employee is convicted of a crime involving an abuse of his or her office or position.

53243.3. On or after January 1, 2012, if a local agency provides, in the absence of a contractual obligation, for any of the payments described in this article, then the employee or officer receiving any payments provided for those purposes shall fully reimburse the local agency that provided those payments in the event that the employee or officer is convicted of a crime involving the abuse of his or her office or position.

53243.4. For purposes of this article, "abuse of office or position" means either of the following:

- (a) An abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority.
- (b) A crime against public justice, including, but not limited to, a crime described in Title 5 (commencing with Section 67), Title 6 (commencing with Section 85), or Title 7 (commencing with Section 92) of Part 1 of the Penal Code.

EXHIBIT “C”

AGREEMENT OF SEPARATION, SEVERANCE, AND GENERAL RELEASE

1. PARTIES

This Agreement of Separation, Severance, and General Release (hereinafter referred to as the “AGREEMENT”) is entered into by and between the City of Yuba City, a general law city and municipal corporation (hereinafter referred to as “THE CITY”), and Robert Bendorf, an individual (hereinafter referred to as “EMPLOYEE”).

2. RECITALS

2.1. EMPLOYEE was hired by THE CITY as an at-will City Manager effective January 6, 2026 serving at the pleasure of the City Council of THE CITY pursuant to a written contract, a copy of which is attached hereto as Exhibit “A” (“THE CONTRACT”). EMPLOYEE is currently over the age of 40 years old.

2.2. THE CITY and EMPLOYEE desire that EMPLOYEE resign and enter into a severance agreement whereby EMPLOYEE receives severance compensation in exchange for executing a general release and waiver of any and all claims that EMPLOYEE may have against THE CITY, including but not limited to its elected and non-elected officials, employees, attorneys, and agents. Accordingly, the parties hereto intend by this AGREEMENT to mutually conclude any and all employment relationships between THE CITY and EMPLOYEE by means of EMPLOYEE’s voluntary separation as of _____, _____. This AGREEMENT sets forth the full and complete terms and conditions concluding EMPLOYEE’s employment relationship with the CITY and any obligations related thereto, including any provided under THE CONTRACT.

2.3 In accordance with this AGREEMENT and with applicable state and federal laws, EMPLOYEE acknowledges that EMPLOYEE has been advised of EMPLOYEE’s post-employment rights, including but not limited to, EMPLOYEE’s rights under the Consolidated Omnibus Budget Reconciliation Act of 1985 (“COBRA”), the Employee Retirement Income Security Act of 1974 (“ERISA”), and the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”).

3. CONSIDERATION

3.1 EMPLOYEE shall receive payment to him at the time of his voluntary separation all earned salary, accrued fringe benefits as detailed in THE CONTRACT, and/or all other wage compensation/benefits owed to EMPLOYEE upon separation of employment, as required by law or THE CONTRACT or any other agreement with THE CITY.

3.2. In exchange for the waivers and releases set forth herein, THE CITY shall also cause to be paid to EMPLOYEE an additional compensatory payment by means of severance, settlement and release in the form of a lump sum amount of _____ and _____ cents (\$_____.00), as set forth in THE CONTRACT in the form of a check made payable to EMPLOYEE to be mailed to EMPLOYEE at EMPLOYEE’s home address via certified mail return receipt requested within thirty (30) business days after the EFFECTIVE DATE (as defined below) of this AGREEMENT.

3.3 In exchange for the severance payment provided for herein, EMPLOYEE, and on behalf of EMPLOYEE's spouse, heirs, representatives, successors, and assigns, hereby releases, acquits, and forever discharges THE CITY, and each of its predecessors, successors, assigns, officials, employees, representatives, agents, insurers, attorneys, and all persons and entities acting by, through, under, or in concert with any of them, and each of them (hereinafter referred to as "THE CITY PARTIES"), from any and all claims, charges, complaints, contracts, understandings, liabilities, obligations, promises, benefits, agreements, controversies, costs, losses, debts, expenses, damages, actions, causes of action, suits, rights, and demands of any nature whatsoever, known or unknown, suspected or unsuspected, which EMPLOYEE now has or may acquire in the future, or which EMPLOYEE ever had, relating to or arising out of any act, omission, occurrence, condition, event, transaction, or thing which was done, omitted to be done, occurred or was in effect at anytime from the beginning of time up to and including _____, _____ (hereinafter referred to collectively as "CLAIMS"), without regard to whether such CLAIMS arise under the federal, state, or local constitutions, statutes, rules or regulations, or the common law. EMPLOYEE expressly acknowledges that the CLAIMS forever barred by this AGREEMENT specifically include, but are not limited to, claims based upon any alleged breach of THE CONTRACT or any other agreement of employment, any demand for wages, overtime or benefits, any claims of violation of the provisions of ERISA, COBRA or HIPAA, any alleged breach of any duty arising out of contract or tort, any alleged wrongful termination in violation of public policy, any alleged breach of any express or implied contract for continued employment, any alleged employment discrimination or unlawful discriminatory act, or any claim or cause of action including, but not limited to, any and all claims whether arising under any federal, state or local law prohibiting breach of employment contract, wrongful termination, or employment discrimination based upon age, race, color, sex, religion, handicap or disability, national origin or any other protected category or characteristic, and any and all rights or claims arising under the California Labor Code or Industrial Welfare Commission Wage Orders, the Federal Fair Labor Standards Act, the California Fair Employment and Housing Act, California Government Code §§ 12900 *et seq.*, the Americans With Disabilities Act, Title VII of the Civil Rights Act of 1964, the Public Safety Officers Procedural Bill of Right Act, and any other federal, state, or local human rights, civil rights, or employment discrimination or employee rights statute, rule, or regulation.

4. **SPECIFIC ACKNOWLEDGMENT OF WAIVER OF CLAIMS UNDER ADEA AND OWBPA**

The Age Discrimination in Employment Act of 1967 (hereinafter referred to as the "ADEA") makes it illegal for an employer to discharge any individual or otherwise discriminate with respect to the nature and privileges of an individual's employment on the basis that the individual is age forty (40) or older. The Older Workers Benefit Protection Act (hereinafter referred to as the "OWBPA," 29 U.S.C. § 626, *et seq.*, Pub L 101-433, 104 Stat. 978 (1990)) further augments the ADEA and prohibits the waiver of any right or claim under the ADEA, **unless the waiver is knowing and voluntary**. By entering into this AGREEMENT, EMPLOYEE acknowledges that he knowingly and voluntarily, for just compensation in addition to anything of value to which EMPLOYEE was already entitled, waives and releases any rights he may have under the ADEA and/or OWBPA. EMPLOYEE further acknowledges that he has been advised and understands, pursuant to the provisions of the ADEA and OWBPA, that:

- (a) This waiver/release is written in a manner understood by EMPLOYEE;

(b) EMPLOYEE is aware of, and/or has been advised of, his rights under the ADEA and OWBPA, and of the legal significance of his waiver of any possible claims he currently may have under the ADEA, OWBPA and/or similar age discrimination laws;

(c) EMPLOYEE is entitled to a reasonable time of at least twenty-one (21) days within which to review and consider this AGREEMENT and the waiver and release of any rights he may have under the ADEA, the OWBPA and similar age discrimination laws; but may, in the exercise of his own discretion, sign or reject this AGREEMENT at any time before the expiration of the twenty-one (21) days;

(d) The waivers and releases set forth in this AGREEMENT shall not apply to any rights or claims that may arise under the ADEA and/or OWBPA **after** the EFFECTIVE DATE of this AGREEMENT;

(e) EMPLOYEE has been advised by this writing that he should consult with an attorney prior to executing this AGREEMENT;

(f) EMPLOYEE has discussed this waiver and release with, and been advised with respect thereto by his counsel of choice, and that he does not need any additional time within which to review and consider this AGREEMENT;

(g) EMPLOYEE has **seven (7) days following his execution** of this AGREEMENT to revoke the AGREEMENT;

(h) Notice of revocation within the seven (7) day revocation period must be provided, in writing, to THE CITY pursuant to Paragraph 8.9 herein, and must state, "I hereby revoke my acceptance of our Agreement of Severance and General Release;" and

(i) This AGREEMENT shall not be effective until all parties have signed the AGREEMENT and ten (10) days have passed since EMPLOYEE's execution ("EFFECTIVE DATE").

5. UNKNOWN CLAIMS

In relation to the release provisions of Paragraphs 3 and 4 above, EMPLOYEE understands that California Civil Code section 1542 reads as follows:

"General Release--Claims Extinguished"

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

EMPLOYEE hereby waives the protection of California Civil Code section 1542.

6. WAIVER OF ADDITIONAL CLAIMS

EMPLOYEE hereby waives any provisions of state or federal law that might require a more detailed specification of the claims being released pursuant to the provisions of Paragraphs 3, 4, and 5 above.

7. REPRESENTATIONS AND WARRANTIES

Each of the parties to this AGREEMENT represents and warrants to, and agrees with, each other party as follows:

7.1. Advice of Counsel: The parties hereto have received independent legal advice from their respective attorneys concerning the advisability of entering into and executing this AGREEMENT or have been given the opportunity to obtain such advice. The parties acknowledge that they have been represented by counsel of their own choice in the negotiation of this AGREEMENT, that they have read this AGREEMENT; that they have had this AGREEMENT fully explained to them by such counsel, or have had such opportunity to do so and that they are fully aware of the contents of this AGREEMENT and of its legal effect.

7.2. No Fraud in Inducement: No party (nor any officer, agent, employee, representative, or attorney of or for any party) has made any statement or representation or failed to make any statement or representation to any other party regarding any fact relied upon in entering into this AGREEMENT, and neither party relies upon any statement, representation, omission or promise of any other party in executing this AGREEMENT, or in making the settlement provided for herein, except as expressly stated in this AGREEMENT.

7.3. Independent Investigation: Each party to this AGREEMENT has made such investigation of the facts pertaining to this settlement and this AGREEMENT and all the matters pertaining thereto, as it deems necessary.

7.4. Mistake Waived: In entering into this AGREEMENT, each party assumes the risk of any misrepresentation, concealment or mistake. If any party should subsequently discover that any fact relied upon by it in entering into this AGREEMENT was untrue, or that any fact was concealed from it, or that its understanding of the facts or of the law was incorrect, such party shall not be entitled to any relief in connection therewith, including without limitation on the generality of the foregoing any alleged right or claim to set aside or rescind this AGREEMENT. This AGREEMENT is intended to be, and is, final and binding between the parties, regardless of any claims of misrepresentation, promise made without the intent to perform, concealment of fact, mistake of fact or law, or any other circumstance whatsoever.

7.5. Later Discovery: The parties are aware that they may hereafter discover claims or facts in addition to or different from those they now know or believe to be true with respect to the matters related herein. Nevertheless, it is the intention of the parties that EMPLOYEE fully, finally and forever settle and release all such matters, and all claims relative thereto, which do now exist, may exist or have previously existed against THE CITY or THE CITY PARTIES. In furtherance of such intention, the releases given here shall be, and remain, in effect as full and complete releases of all such matters, notwithstanding the discovery or existence of any additional or different claims or facts relative thereto.

7.6. Indemnification: EMPLOYEE agrees to indemnify and hold harmless THE CITY or THE CITY PARTIES from, and against, any and all claims, damages, or liabilities sustained by them as a direct result of the violation or breach of the covenants, warranties, and representations undertaken pursuant to the provisions of this AGREEMENT. EMPLOYEE understands and agrees that he shall be exclusively liable for the payment of all taxes for which he is responsible, if any, as a result of his receipt of the consideration referred to in Paragraph 3 of this AGREEMENT. In addition, EMPLOYEE agrees fully to indemnify and hold the CITY PARTIES harmless for payment of tax obligations as may be required by any federal, state or local taxing authority, at any time, as a result of the payment of the consideration set forth in Paragraph 3 of this AGREEMENT.

7.7. Future Cooperation & Consultation fees: EMPLOYEE shall execute all such further and additional documents as shall be reasonable, convenient, necessary or desirable to carry out the provisions of this AGREEMENT. EMPLOYEE shall provide THE CITY with consultation services (including deposition or trial testimony) in any litigation involving THE CITY which is reasonably related to acts or occurrences transpiring during his employment. Said services shall be provided as needed by THE CITY at a rate of \$100.00 per hour.

7.8. Return of Confidential Information and Property: Prior to the separation date, EMPLOYEE shall submit a written inventory of, and return to the City Clerk, all City keys, equipment, computer identification cards or codes, and other equipment or materials or confidential documents provided to or obtained by EMPLOYEE during the course of his employment with THE CITY.

7.9. No Pending Claims and/or Actions: EMPLOYEE represents that he has not filed any complaints or charges against THE CITY or THE CITY PARTIES with any local, state or federal agency or court; that he will not do so at any time hereafter for any claim arising up to and including the EFFECTIVE DATE of this AGREEMENT; and that if any such agency or court assumes jurisdiction of any such complaint or charge against THE CITY or THE CITY PARTIES on behalf of EMPLOYEE, whenever or where ever filed, he will request such agency or court to withdraw from the matter forthwith.

7.10. Ownership of Claims: EMPLOYEE represents and warrants as a material term of this AGREEMENT that EMPLOYEE has not heretofore assigned, transferred, released or granted, or purported to assign, transfer, release or grant, any of the CLAIMS disposed of by this AGREEMENT. In executing this AGREEMENT, EMPLOYEE further warrants and represents that none of the CLAIMS released by EMPLOYEE thereunder will in the future be assigned, conveyed, or transferred in any fashion to any other person and/or entity.

7.11. Enforcement Fees and Costs: Should any legal action be required to enforce the terms of this AGREEMENT, the prevailing party shall be entitled to reasonable attorneys' fees and costs in addition to any other relief to which that party may be entitled.

7.12. Authority: Each party represents to the other that it has the right to enter into this AGREEMENT, and that it is not violating the terms or conditions of any other AGREEMENT to which they are a party or by which they are bound by entering into this AGREEMENT. The parties represent that they will obtain all necessary approvals to execute this AGREEMENT. It is further represented and agreed that the individuals signing this AGREEMENT on behalf of the

respective parties have actual authority to execute this AGREEMENT and, by doing so, bind the party on whose behalf this AGREEMENT has been signed.

8. MISCELLANEOUS

8.1. No Admission: Nothing contained herein shall be construed as an admission by THE CITY of any liability of any kind. THE CITY denies any liability in connection with any claim and intends hereby solely to avoid potential claims and/or litigation and buy its peace.

8.2. Governing Law: This AGREEMENT has been executed and delivered within the State of California, and the rights and obligations of the parties shall be construed and enforced in accordance with, and governed by, the laws of the State of California.

8.3. Full Integration: This AGREEMENT is the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions. This AGREEMENT may be amended only by a further agreement in writing, signed by the parties hereto.

8.4. Continuing Benefit: This AGREEMENT is binding upon and shall inure to the benefit of the parties hereto, their respective agents, spouses, employees, representatives, officials, attorneys, assigns, heirs, and successors in interest.

8.5. Joint Drafting: Each party agrees that it has cooperated in the drafting and preparation of this AGREEMENT. Hence, in any construction to be made of this AGREEMENT, the parties agree that same shall not be construed against any party.

8.6. Severability: In the event that any term, covenant, condition, provision or agreement contained in this AGREEMENT is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such term, covenant, condition, provision or agreement shall in no way affect any other term, covenant, condition, provision or agreement and the remainder of this AGREEMENT shall still be in full force and effect.

8.7. Titles: The titles included in this AGREEMENT are for reference only and are not part of its terms, nor do they in any way modify the terms of this AGREEMENT.

8.8. Counterparts: This AGREEMENT may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one AGREEMENT, which shall be binding upon and effective as to all parties.

8.9. Notice: Any and all notices given to any party under this AGREEMENT shall be given as provided in this paragraph. All notices given to either party shall be made by certified or registered United States mail, or personal delivery, at the noticing party's discretion, and addressed to the parties as set forth below. Notices shall be deemed, for all purposes, to have been given on the date of personal service or three (3) consecutive calendar days following deposit of the same in the United States mail.

As to EMPLOYEE:

At EMPLOYEE's home address on file with THE CITY.

As to THE CITY:

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

IN WITNESS WHEREOF, THE CITY has caused this AGREEMENT to be signed and executed on its behalf by its Mayor and duly attested by its City Clerk, EMPLOYEE has signed and executed this Agreement, and the attorneys for THE CITY and EMPLOYEE, if any, have approved as to form as of the dates written below.

DATED: _____

EMPLOYEE

By: _____
Robert Bendorf

THE CITY

DATED: _____

By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

By: _____
_____, City Attorney

[EMPLOYEE's LAW FIRM]

By: _____
[Counsel]

ATTACHMENT 3

City of Yuba City
Total Compensation Study
11/2025

New Hires, Classic Employee

Agency	Classification	Maximum Base Salary	Employee's Portion of Retirement Paid by the Employer (%)	Employee's Portion of Retirement Paid by the Employer (\$)	Deferred Compensation	Longevity Pay (Maximum)	Certification / Education Pay (Maximum)	Certification / Education Pay Notes	Total Cash	Cafeteria Plan	Health (Most Expensive Plan)	Dental	Vision	Total Compensation	Comments
Yuba City	City Manager	\$18,375	7%	\$1,286	\$496	\$0	\$0		\$20,157	\$0	\$1,508	\$120	inc	\$21,785	
Davis	City Manager	\$24,038	0%	\$0	\$0	\$1,202	\$0		\$25,240	\$0	\$2,305	\$210	\$0	\$27,755	
Lincoln	City Manager	\$23,433	0%	\$0	\$833	\$0	\$0		\$24,266	\$0	\$2,315	\$110	\$7	\$26,698	
Lodi	City Manager	\$24,267	0%	\$0	\$728	\$0	\$0		\$24,995	\$0	\$2,006	\$125	\$21	\$27,147	
Madera	City Manager	\$18,363	0%	\$0	\$771	\$0	\$0		\$19,134	\$2,762	inc	inc	inc	\$21,896	
Manteca	City Manager	\$23,201	0%	\$0	\$2,552	\$387	\$0		\$26,140	\$0	\$2,400	\$110	\$19	\$28,669	
Rocklin	City Manager	\$22,834	0%	\$0	\$1,083	\$0	\$0		\$23,917	\$375	\$1,200	\$177	\$24	\$25,693	No spec
Tulare	City Manager	\$20,214	0%	\$0			\$0		\$20,214	\$1,510	inc	inc	inc	\$21,724	No spec
Turlock	City Manager	\$22,425	0%	\$0	\$1,570	\$0	\$0		\$23,995	\$0	\$2,636	\$115	\$20	\$26,766	
West Sacramento	City Manager	\$25,429	0%	\$0	\$1,144	\$0	\$0		\$26,573	\$0	\$3,901	\$128	\$19	\$30,622	
Woodland	City Manager	\$26,072	0%	\$0	\$1,304	\$652	\$0		\$28,027	\$0	\$2,196	\$143	\$15	\$30,382	
Labor Market Median		\$23,317							\$24,631					\$26,956	
% Yuba City is Above or Below Median		-26.90%							-22.19%					-23.74%	
Labor Market Mean		\$23,027							\$24,250					\$26,735	
% Yuba City is Above or Below Mean		-25.32%							-20.30%					-22.72%	
# Of Comparable Matches		10													

Data effective as of 11/2025

CITY OF YUBA CITY

Future Agenda Items

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

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 Shaw
- Vice-Mayor Pasquale
- Mayor Boomgaarden

Adjournment