



AGENDA

SEPTEMBER 15, 2026

REGULAR MEETING CITY COUNCIL CITY OF YUBA CITY

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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ਮਸ਼ੀਨੀ ਅਨੁਵਾਦ ਬਾਰੇ ਬੇਦਾਅਵਾ ਕੈਲੀਫੋਰਨੀਆ ਸਰਕਾਰ ਕੋਡ ਦੀ ਧਾਰਾ 54953.4(b)(2) ਦੇ ਅਨੁਸਾਰ, ਇਹ ਅਨੁਵਾਦ ਇੱਕ ਸਵੈਚਾਲਿਤ (ਮਸ਼ੀਨੀ) ਅਨੁਵਾਦ ਸੇਵਾ ਦੀ ਵਰਤੋਂ ਨਾਲ ਤਿਆਰ ਕੀਤਾ ਗਿਆ ਹੈ ਅਤੇ ਜਨਤਾ ਦੀ ਸੁਵਿਧਾ ਲਈ ਉਪਲਬਧ ਕਰਵਾਇਆ ਗਿਆ ਹੈ। ਇਹ ਮੂਲ ਅੰਗਰੇਜ਼ੀ ਸੰਸਕਰਣ ਦਾ ਪੂਰੀ ਤਰ੍ਹਾਂ ਸਹੀ ਜਾਂ ਸੰਪੂਰਨ ਅਨੁਵਾਦ ਨਹੀਂ ਵੀ ਹੋ ਸਕਦਾ। ਜੇਕਰ ਇਸ ਅਨੁਵਾਦ ਅਤੇ ਮੂਲ ਅੰਗਰੇਜ਼ੀ ਸੰਸਕਰਣ ਵਿਚ ਕੋਈ ਅੰਤਰ ਜਾਂ ਟਕਰਾਅ ਹੋਵੇ, ਤਾਂ ਮੂਲ ਅੰਗਰੇਜ਼ੀ ਸੰਸਕਰਣ ਹੀ ਪ੍ਰਮਾਣਿਕ ਮੰਨਿਆ ਜਾਵੇਗਾ। ਯੂਬਾ ਸਿਟੀ ਸ਼ਹਿਰ (City of Yuba City) ਸਵੈਚਾਲਿਤ ਅਨੁਵਾਦਾਂ ਦੀ ਸਹੀਤਾ ਜਾਂ ਸਮੱਗਰੀ ਲਈ ਜ਼ਿੰਮੇਵਾਰ ਨਹੀਂ ਹੈ।



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“Wordly” puede traducir a más de 25 idiomas diferentes. Para acceder a la traducción durante la reunión, por favor escanee el código QR o haga clic en el enlace: <https://attend.wordly.ai/join/FPFE-3165>

“Wordly” 25 ਤੋਂ ਵੱਧ ਵੱਖ-ਵੱਖ ਭਾਸ਼ਾਵਾਂ ਵਿੱਚ ਅਨੁਵਾਦ ਦੀ ਸਹੂਲਤ ਪ੍ਰਦਾਨ ਕਰਦਾ ਹੈ। ਮੀਟਿੰਗ ਦੌਰਾਨ ਲਿਖਤੀ ਅਨੁਵਾਦ ਪ੍ਰਾਪਤ ਕਰਨ ਲਈ, ਕਿਰਪਾ ਕਰਕੇ QR ਕੋਡ ਸਕੈਨ ਕਰੋ ਜਾਂ ਇਸ ਲਿੰਕ 'ਤੇ ਕਲਿੱਕ ਕਰੋ:

**AGENDA
REGULAR MEETING
CITY COUNCIL - CITY OF YUBA CITY
SEPTEMBER 15, 2026
6:00 P.M. REGULAR MEETING
COUNCIL CHAMBERS/VIRTUAL**

The City Council meetings are open to the public. The meeting may also be viewed and accessed remotely at:

<https://yubacity-net.zoom.us/j/86749607924?pwd=2HLL8X1ecU64y3QT4NMHLu7AK2hhKq.1>

If you are attending remotely and wish to comment on a specific item, please electronically raise your hand. Speakers will be unmuted for the item at the appropriate time. Members of the public may also provide comments on agenda items in person.

Written comments may also be submitted by email at cityclerk@yubacity.net or mail addressed to the City Clerk, 1201 Civic Center Blvd, Yuba City, CA 95993. Written comments received 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. Materials or comments 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.

A recording of the meeting will be posted on <https://www.youtube.com/@YubaCityCA> as soon as practicable following the conclusion of the meeting. An electronic copy of this agenda and any associated staff reports and materials may be found at: https://www.yubacity.net/city_council/council_agenda_minutes.php

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

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

Presentations

- 1. Proclamation K-9 Officer Rip Retirement**
- 2. Sikh Parade Update**
- 3. Update and planning for Pioneer Community Energy's October 2027 service launch**
Recommendation: Information only. Receive a presentation on Pioneer Community Energy's (Pioneer) planned service launch into the City of Yuba City in October 2027

Public Communication

4. 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.

5. Retirement and Sale of Police Canine "RIP"

Recommendation: Adopt a Resolution authorizing the retirement of one apprehension canine and authorizing the Finance Director to execute a Sales Agreement with Officer A. Mitchell in the amount of \$1.00 with the finding that it is in the best interest of the City

6. Approve Employee Contributions to Medical Insurance Premiums

Recommendation: Adopt a Resolution approving side letter agreements with the First Level Managers, Mid Managers, Fire, and Fire Management bargaining units to hold employee contributions to medical insurance coverage for the 2027 plan year, and cash in lieu payments for employees who do not take City-sponsored medical insurance, at the 2026 contribution amounts; and hold the employee contributions to medical insurance coverage for the 2027 plan year and cash in lieu payments at the 2026 contribution amounts for Confidential employees, Department

Heads, and City Council Members

7. Amended PRISMHealth Program Memorandum of Understanding

Recommendation: Adopt a Resolution authorizing the City Manager to execute the amended PRISMHealth Program MOU

8. West Sanborn Unit 1 Subdivision (Acceptance of Public Improvements)

Recommendation: Adopt a Resolution accepting certain street and related improvements pursuant to the West Sanborn Unit 1 Subdivision Agreement with D.R. Horton CA2, Inc., a California corporation, and authorizing the Subdivider to file a Notice of Completion. [Subdivision is located at the northwest corner of Sanborn Road and Bogue Road.]

9. West Sanborn Unit 2 Subdivision (Acceptance of Public Improvements)

Recommendation: Adopt a Resolution accepting certain street and related improvements pursuant to the West Sanborn Unit 2 Subdivision Agreement with FOR California Development LLC, a Delaware limited liability company, and authorizing the Subdivider to file a Notice of Completion. [Subdivision is located at the northwest corner of Sanborn Road and Bogue Road.]

10. The Ridge Estates Unit 1 – Subdivision Agreement and Final Map Approval

Recommendation: Adopt a Resolution approving the execution of a Subdivision Agreement with YC Hooper Ventures, LLC, a California Limited Liability Company providing for public improvements associated with The Ridge Estates Unit 1 Subdivision Map, approving The Ridge Estates Unit 1 Subdivision Final Map, accepting dedication of rights-of-way and easements shown thereon, and authorizing the filing of the map [Subdivision is located on El Margarita Road approximately 1,850 feet south of State Route 20.]

11. The Ridge Estates Unit 2 – Subdivision Agreement and Final Map Approval

Recommendation: Adopt a Resolution approving the execution of a Subdivision Agreement with YC Hooper Ventures, LLC, a California Limited Liability Company providing for public improvements associated with The Ridge Estates Unit 2 Subdivision Map, approving The Ridge Estates Unit 2 Subdivision Final Map, accepting dedication of rights-of-way and easements shown thereon, and authorizing the filing of the map [Subdivision is located on El Margarita Road approximately 1,850 feet south of State Route 20.]

12. Lighting and Landscape Maintenance District No. 5, Zone of Benefit K_18 (The Ridge Estates – Unit 1 Annexation)

Recommendation: Adopt a Resolution which takes the following actions:

A. Initiates proceedings to order the annexation of the parcels associated with The Ridge Estates – Unit 1 Subdivision Map, APNs 63-010-136 and 63-010-137, into existing Yuba City Lighting and Landscape Maintenance District No. 5, Zone of Benefit K_18 and orders the Engineer of Work to file a report with regard to Yuba City Lighting and Landscape Maintenance District No. 5, Zone of Benefit K_18

B. Sets a Public Hearing for October 6, 2026, at 6:00 PM to order the annexation of the parcels associated with The Ridge Estates – Unit 1 Subdivision Map, APNs 63-010-136 and 63-010-137, into existing Yuba City Lighting and Landscape Maintenance District No. 5, Zone of Benefit K_18 and establishing a levy of assessments for the annexed territory

13. Lighting and Landscape Maintenance District No. 5, Zone of Benefit K_18 (The Ridge Estates – Unit 2 Annexation)

Recommendation: Adopt a Resolution which takes the following actions:

A. Initiates proceedings to order the annexation of the parcels associated with The Ridge Estates – Unit 2 Subdivision Map, APNs 63-010-136 and 63-010-137, into existing Yuba City Lighting and Landscape Maintenance District No. 5, Zone of Benefit K_18 and orders the Engineer of Work to file a report with regard to Yuba City Lighting and Landscape Maintenance District No. 5, Zone of Benefit K_18

B. Sets a Public Hearing for October 6, 2026, at 6:00 PM to order the annexation of the parcels associated with The Ridge Estates – Unit 2 Subdivision Map, APNs 63-010-136 and 63-010-137, into existing Yuba City Lighting and Landscape Maintenance District No. 5, Zone of Benefit K_18 and establishing a levy of assessments for the annexed territory

14. Lighting and Landscape Maintenance District No. 5, Zone of Benefit K_18 (Brownstone Estates Annexation)

Recommendation: Adopt a Resolution which takes the following actions:

A. Initiates proceedings to order the annexation of the parcels associated with the Brownstone Estates Subdivision Map, APNs 62-082-019, 62-082-020, and 62-082-021, into existing Yuba City Lighting and Landscape Maintenance District No. 5, Zone of Benefit K_18 and orders the Engineer of Work to file a report with regard to Yuba City Lighting and Landscape Maintenance District No. 5, Zone of Benefit K_18

B. Sets a Public Hearing for October 6, 2026, at 6:00 PM to order the annexation of the parcels associated with the Brownstone Estates Subdivision Map, APNs 62-082-019, 62-082-020, and 62-082-021, into existing Yuba City Lighting and Landscape Maintenance District No. 5, Zone of Benefit K_18 and establishing a levy of assessments for the annexed territory

15. Public Works Street Sweeper Equipment Capital Acquisition

Recommendation: Adopt a Resolution awarding a purchasing contract to TYMCO, Inc. of Waco, Texas for the purchase of one (1) Model 600 Sweeper in the not to exceed amount of \$394,828.01, including tax and freight, plus 10% contingency of \$39,482.80 for a total of \$434,310.81, by piggybacking on Sourcwell Open Contract #062425-TYM with the finding that it is in the best interest of the City

16. Prop 1 IRWM Trash Capture Projects - West Yost PSA Amendment 3

Recommendation: Adopt a Resolution authorizing Amendment No. 3 to the Professional Services Agreement with West Yost and Associates, Inc. to authorize additional engineering services required to address unforeseen design challenges.

17. Sidewalk Offset Repair Project - Contract Award

Recommendation: Adopt a Resolution which takes the following actions:

- A. Adopts a CEQA Class 1 Categorical Exemption
- B. Awards a Standard Agreement to Precision Emprise LLC dba Precision Concrete Cutting of Sacramento, California in the amount of \$475,000.00, subject to material terms, with the finding that it is in the best interest of the City is in the best interest of the City
- C. Authorizes the City Manager or their designee to execute all necessary documents related to the Project
- D. Authorizes the Finance Director make budget transfers necessary to fund the Project

Business Items

18. 2025 Community Development Block Grant - Consolidated Annual Performance and Evaluation Report (CAPER)

Recommendation:

- A. Conduct a Public Hearing to receive comments on the 2025 CAPER and after consideration;
- B. Adopt a Resolution Approving the 2025 CAPER and authorizing staff to submit all necessary documents to the U.S. Department of Housing and Urban Development (HUD)

19. Purchase of Computer Automated Dispatch (CAD) and Records Management Software for the Police Department

Recommendation: Adopt a Resolution awarding the purchase of RIMS, a Computer Automated Dispatch program, from Sun Ridge Systems Inc., in the amount of \$974,427, as they are the sole proprietor of the software for purchase and installation, with the finding that it is in the best interest of the City

20. Agreement with Sutter County Authorizing an Exchange of Transactions and Use Tax Revenues

Recommendation: Adopt a Resolution authorizing an exchange of transactions and use tax revenues with the County of Sutter if voters approve Measure G

Future Agenda Items

21. 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

22. City Manager's Report

23. City Council Reports

Adjournment



Proclamation

of the City Council

RIP

Police Canine

In Recognition of your Retirement

WHEREAS, Police Canine RIP faithfully served the Yuba City Police Department and the citizens of Yuba City from 2021 to 2026, demonstrating exceptional loyalty, courage and dedication throughout his career; and

WHEREAS, K9 RIP, alongside his handler, Officer Allec Mitchell, was deployed nearly 300 times, resulting in 13 apprehensions and 136 surrenders, and conducted 59 article searches resulting in the recovery of 29 items of evidence, while also serving as one of the department's SWAT K9 during high-risk operations; and

WHEREAS, K9 RIP and his handler completed nearly 1,000 hours of continued training, demonstrating commitment, discipline, and teamwork necessary to maintaining an exceptional law enforcement canine team; and

WHEREAS, K9 RIP distinguished himself in police canine competitions, placing in K9 trials in 2024, 2025, and 2026, earning recognition as an overall place finisher in the Western States Police K9 Association Trial Circuit in 2025, and being named the 2025 Yuba City Police Department K9 of the year; and

WHEREAS, through his years of faithful service and dedication to protecting his fellow officers and community, K9 RIP earned the respect and admiration of fellow officers, allied agencies, and the citizens he faithfully served, leaving behind a proud and lasting legacy with the Yuba City Police Department; and

NOW, THEREFORE, let it be resolved, that I, Marc Boomgarden, Mayor of the City of Yuba City, on behalf of the entire Council and citizens we serve, do hereby recognize and honor Police Canine RIP on the occasion of his honorable retirement, September 15, 2026. We wish RIP a long, healthy, and well-deserved retirement with his handler and family. Done on this 15th day of September 2026 in the City of Yuba City, County of Sutter, State of California.



Sikh Parade Permit Update

Presentation by:
Jim Runyen, Police Chief

CITY OF YUBA CITY
STAFF REPORT

Date: September 15, 2026
To: Honorable Mayor & Members of the City Council;
From: Administration Department
Presentation By: Lisa Rhoads, Community Outreach Manager

Summary

Subject: Update and planning for Pioneer Community Energy's October 2027 service launch
Recommendation: Information only. Receive a presentation on Pioneer Community Energy's (Pioneer) planned service launch into the City of Yuba City in October 2027
Fiscal Impact: None

Background:

Pioneer and the City of Yuba City staff began conversations about the benefits of community choice aggregation (CCA) in general and Pioneer more specifically beginning in 2024. On June 18, 2024, the Council voted to continue the process of assessing the feasibility of joining Pioneer by jointly commissioning an Impact Assessment Study (IAS) with Sutter County and the City of Live Oak to determine the economic feasibility and optimal timing of joining Pioneer.

Results of the IAS were shared with staff, and Pioneer presented the findings to the Council at its meeting on January 21, 2025. The IAS confirmed joining Pioneer provides the community with potential multiple benefits, including customer choice, cost savings, community reinvestment and local control as elected officials comprise Pioneer's Board of Directors. Additionally, the study determined that the optimal time for service launch is October 2027.

On February 4, 2025, the City Council of Yuba City adopted Ordinance 004-25 and Resolution 25-012, authorizing the implementation of a community choice aggregation (CCA) program in the City, and Approve the Amended and Restated Joint Powers Agreement for Pioneer Community Energy ("Pioneer"), Authorizing the Implementation of a Community Choice Aggregation Program Under Public Utilities Code Section 366.2.

In compliance with Public Utilities Code ("PUC") section 366(c)(3), Pioneer submitted its Implementation Plan and Statement of Intent to the CPUC on March 11, 2025, and the plan was approved on June 9, 2025, for an October 2027 launch date. On July 9, 2025, all required documentation was filed with the California Secretary of State and State Controller's Office, for the City of Yuba City to join Pioneer Community Energy's JPA.

Analysis:

Results of the Summer 2024 Impact Assessment Study determined the optimal time for a service

launch into expansion territories is October 2027.

One of Pioneer's strategic priorities is being a strong community partner and working collaboratively with the Council to educate leadership and staff, stakeholders, influencers, and future customers about Pioneer's entry into the market. This includes developing and implementing a comprehensive education and outreach campaign that ensures a strong public understanding of Pioneer's expansion into the area.

Key to these efforts is creating a strong, accurate, and consistent flow of information during the next 15 months. Pioneer will take a phased approach, with communications activity ramping up over time and using a variety of communication vehicles and approaches. While specific tactics may shift over time, the general approach includes:

2026: Early education and plan development

- Working in coordination with staff and community leaders, Pioneer will develop a comprehensive communications campaign
- Research and fact-finding into the area
- Paid media planning and budget development
- Active membership in area Chambers of Commerce

2027: Plan Implementation

- Early in 2027 and through the service launch, Pioneer will use a variety of channels and regional approach to communicate to businesses and residents about the upcoming service launch.
- Create and send a series of direct mail pieces introducing Pioneer, explaining how Pioneer works, answering frequently asked questions, and familiarizing customers about program offerings
- Paid, earned and social media
- Conduct Town hall meetings in easily accessible, high traffic areas
- Presentations to civic and fraternal organizations, senior centers, and others

Fiscal Impact:

There is no fiscal impact on the City of Yuba City for marketing, communications, and outreach efforts. However, Pioneer requests the collaboration and input of staff to help prioritize target audiences, identify event locations, and ensure maximum effectiveness of these activities.

Recommendation:

Information only. Receive a presentation on Pioneer Community Energy's (Pioneer) planned service launch into the City of Yuba City in October 2027.

Attachments:

None

Prepared By:

Lisa Rhoads
Community Outreach Manager
Pioneer Community Energy

Submitted By:

Robert Bendorf
City Manager

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: September 15, 2026
To: Honorable Mayor & Members of the City Council;
From: Police Department
Presentation By: Brent Slade, Police Commander

Summary

Subject: Retirement and Sale of Police Canine "RIP"
Recommendation: Adopt a Resolution authorizing the retirement of one apprehension canine and authorizing the Finance Director to execute a Sales Agreement with Officer A. Mitchell in the amount of \$1.00 with the finding that it is in the best interest of the City
Fiscal Impact: Complete ownership transfer - Sale price: \$1.00

Purpose:

Retirement and sale of Police Canine "RIP."

Strategic Focus Area:

This item supports the City Council's focus area of fiscal responsibility.

Background:

The Yuba City Police Department is requesting the authorization to retire an apprehension canine that has honorably served the YCPD for more than five and one half years, which is the typical working lifespan for this type of service animal. The canine's current handler has expressed a strong desire to assume ownership and continue caring for him following his separation from service. The sale of the canine back to the handler not only ensures the animals transition into a familiar and caring home but also reflects the police department's commitment to the well-being of its service dogs after their tenure with the city.

Analysis:

Canine RIP, a 7-year-old year old Belgian Malinois, was born in Arkansas and paired with Officer A. Mitchell, at just under 2 years old. After completing his training, he became a certified dual-purpose police canine, skilled in evidence recovery and suspect apprehension. Over the past five years, Canine RIP has been an invaluable member of the YCPD, assisting in the apprehension of violent criminals and contributing to numerous evidence recovery investigations. His dedicated service has greatly enhanced public safety and demonstrated the vital role of police canines in law enforcement.

RIP has fulfilled his duties and contributed significantly to the YCPD's operations during his five years of service. Consistent with past practice, and in recognition of RIP's service, staff recommends that the dog be retired and sold back to his handler for the nominal price of \$1. This ensures the dog transitions into a familiar and caring home while also honoring his dedicated service to the community.

Fiscal Impact:

The recommended sale price of \$1 is consistent with common practice for retiring police canines. The nominal fee recognizes his years of service and provides an appropriate transition into his handler's care. In addition, the direct sale proceeds, the city will also realize ongoing savings associated with retirement. These include the elimination of veterinary and medical costs, the expense of food and supplies, and monthly canine incentive pay to the handler. Together, these savings will reduce future expenditures for the city while ensuring the canine is responsibly placed.

Alternatives:

The City Council may choose not to authorize the sale of the canine. Alternatively, Council may direct staff to pursue other methods of disposition, such as working with an adoption agency or coordinating resale through the police department's canine vendor.

Recommendation:

Adopt a Resolution authorizing the retirement of one apprehension canine and authorizing the Finance Director to execute a Sales Agreement with Officer A. Mitchell in the amount of \$1.00 with the finding that it is in the best interest of the City.

Attachments:

1. RESOLUTION
2. K9 Purchase Agreement

Prepared By:

Brent Slade
Police Commander

Submitted By:

Robert Bendorf
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
AUTHORIZING THE RETIREMENT AND SALE OF POLICE CANINE RIP.**

WHEREAS, the Yuba City Police Department (YCPD) maintains a Canine Program to support public safety and law enforcement operations within the city; and

WHEREAS, RIP, a Belgian Malinois, has served the YCPD for five years as a dual-purpose apprehension canine, reaching the typical working lifespan for service in this role; and

WHEREAS, the YCPD recommends the retirement of RIP in recognition of his years of honorable service, and the sale of RIP to his handler for the nominal amount of one dollar; and

WHEREAS, the sale and transfer agreement for RIP will assign full reasonability and liability to the handler, thereby releasing the city from any future obligation for care, costs, or liability related to the animal; and

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF YUBA CITY
DOES HEREBY RESOLVE AS FOLLOWS:**

SECTION 1. The above recitals are true and correct and are incorporated herein by this reference.

SECTION 2. The City Council hereby authorizes the retirement of canine RIP and approves the sale of canine RIP to his handler for the amount of one dollar, in accordance with the sales agreement, attached as Exhibit A

SECTION 3. This resolution is effective immediately upon adoption

BE IT FURTHER RESOLVED, that funds received hereunder shall not be used to supplant expenditures controlled by this body.

I HEREBY CERTIFY that the foregoing Resolution was duly and regularly introduced, passed and adopted by the City Council of Yuba City at a regular meeting thereof held on the 15th day of September 2026, by the following vote:

AYES:

NOES:

ABSENT:

CITY OF YUBA CITY

By: _____
Marc Boomgarden, Mayor

ATTEST:

CIARA WAKEFIELD, City Clerk

APPROVED AS TO FORM:

By: _____
SHANNON L. CHAFFIN, City Attorney
Aleshire & Wynder, LLP

EXHIBIT A

CITY OF YUBA CITY SALES AGREEMENT

Agreement for the Purchase of a Retired Yuba City Police Department Service Dog Between the City of Yuba City and Allec Mitchell

This Agreement is made and entered into this **15th** day of September 2026, by and between the City of Yuba City, a municipal corporation (hereinafter “City”), by and through the City’s Purchasing Agent, and Officer Allec Mitchell (hereinafter “Buyer”), collectively referred to herein as “Parties.”

WHEREAS, pursuant to Yuba City Municipal Code section 2-6.20(a), the City, through the City’s Purchasing Agent, may sell certain surplus property belonging to the City that is no longer required for public use; and

WHEREAS, on September 15th, 2026, the city retired the Yuba City Police Department Service Dog assigned to the Buyer; and

WHEREAS, pursuant to Yuba City Municipal Code section 2-6.20a), the City, through the City’s Purchasing Agent, the City wishes to sell to Buyer, and Buyer wishes to purchase from the City, the Yuba City Police Department Service Dog, Patrol K9, described in Section 1 of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein, the Parties agree as follows:

1. **Description of the Canine.** Buyer hereby agrees to purchase the City owned, male Belgian Malinois name “RIP”, previously used and retired by the Yuba City Police Department K9 Unit (hereinafter “Canine”).
2. **Transfer of All Rights and Interest in the Canine.** City hereby agrees to sell, convey, and transfer all of its rights, title, and interests in the Canine to Buyer, and Buyer agrees to purchase the Canine from the City.
3. **Canine Sold “AS IS”.** The Canine is sold on an “AS IS” basis, without warranty or recourse of any kind. City makes no warranties, either express or implied, as to Canine’s health or condition, and Buyer has not relied on any promise, representation, or statement by City other than those contained within this Agreement. Any future costs associated with the Canine shall be the sole responsibility and obligation of the Buyer.
4. **Purchase Price.** Buyer shall pay the City the sum of One Dollar (\$1.00) for the purchase of the Canine (“Purchase Price”). Payment of the Purchase Price shall be made immediately upon Buyer’s execution of this Agreement. Payment may be made by delivery or

mailing payment to the attention of Diona Pope Purchasing Agent, City of Yuba City, 1200 Civic Center Blvd., Yuba City, CA 95993.

5. Indemnify, Defend and Hold Harmless. Buyer shall defend, indemnify and hold harmless City and its City Council, and each member thereof, officers, employees, and agents from every expense, cost, loss, or claim, including attorney's fees, arising in any way, in whole or in part, from the purchase of the Canine or this Agreement, including but not limited to any personal injuries, property damage, or death which may be caused by the Canine after the effective date of this Agreement.

6. Compliance with Applicable Laws. Buyer shall comply with all federal, state and local laws, rules, regulations, and ordinances that are now, or may in the future, become applicable to the Canine. Buyer understands and acknowledges that the Canine has been retired as a Yuba City Police Department K9 patrol dog, and Buyer may not use or support to use the Canine for any law enforcement purpose.

7. Binding Effect. This Agreement may not be assigned by either Party except with the express written consent of the other party. All unpermitted assignments are void and invalid. This Agreement is binding upon the permitted heirs, successors, and assigns of the Parties.

8. Entire Agreement. This Agreement represents the entire Agreement between the City and Buyer with respect to the Canine, and supersedes and cancels all previous oral agreements, arrangements, negotiations, agreements, and understandings between the City and Buyer. There are no representations or express or implied warranties between the City and Buyer other than those contained in this Agreement.

9. Amendments. This Agreement cannot be changed or supplemented orally but may only be modified or superseded by written instrument by both Parties.

10. Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

11. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

12. Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF YUBA CITY, a municipal corporation

Diona Pope, Purchasing Agent

ATTEST:

Ciara Wakefield, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Shannon L. Chaffin, City Attorney

BUYER:

By:  8 | 31 | 26

Allece Mitchell/K9 Handler

CITY OF YUBA CITY
STAFF REPORT

Date: September 15, 2026
To: Honorable Mayor & Members of the City Council;
From: Human Resources Department
Presentation By: Gina Rowland, Human Resources Director

Summary

Subject: Approve Employee Contributions to Medical Insurance Premiums
Recommendation: Adopt a Resolution approving side letter agreements with the First Level Managers, Mid Managers, Fire, and Fire Management bargaining units to hold employee contributions to medical insurance coverage for the 2027 plan year, and cash in lieu payments for employees who do not take City-sponsored medical insurance, at the 2026 contribution amounts; and hold the employee contributions to medical insurance coverage for the 2027 plan year and cash in lieu payments at the 2026 contribution amounts for Confidential employees, Department Heads, and City Council Members
Fiscal Impact: The total cost for Fiscal Year 2026/27 is \$22,353. This cost will be paid for by departments and absorbed within their existing approved budgeted amounts for salaries and employee benefits. No additional General Funds are requested

Purpose:

To hold employee contributions to medical insurance coverage and cash in lieu payments for the 2027 plan year at the 2026 contribution amounts.

Strategic Focus Area:

Approval of the City's contribution to employee medical insurance premiums supports the Council's Strategic Plan Focus Area of Workforce Excellence in that a competitive benefits package enhances employee retention.

Background:

The City recently concluded negotiations for a successor agreement with its line staff employees in the Public Employees' Union, Local 1/AFSCME Council 57. As part of those negotiations, the City agreed that employee contributions to medical insurance coverage will remain the same as the employee contribution rates in effect for the 2026 plan year. In addition, it was agreed that the Cash-in-Lieu payments for employees who do not take City-sponsored medical insurance shall remain the same as the payments in effect for the 2026 plan year.

The same agreement was reached during recent contract negotiations with the Police Officers'

Association, Police First Level Managers, and Police Mid Managers.

Analysis:

The City's rules currently provide that the City pays 80% of the lowest cost health plan available to employees. The recommended action is to extend the agreement with Local 1 to keep employee contributions at the 2026 amounts for the First Level Managers, Mid Managers, Fire, Fire Management, Confidential, Department Heads, and City Council. In addition, the Cash-in-Lieu payments for employees who do not take City-sponsored medical insurance shall remain the same as the payments in effect for the 2026 plan year. This would make the City's contribution 82.4% of the lowest cost health plan for the 2027 plan year only. For the 2028 plan year, the City would resume paying 80% of the lowest cost health plan available to employees.

It is recommended that the Council authorize the City Manager and Human Resources Director to execute side letter agreements with the First Level Managers, Mid Managers, Fire, and Fire Management bargaining units to hold the employee contributions to medical insurance coverage for the 2027 plan year, and cash in lieu payments for employees who do not take City-sponsored medical insurance, at the 2026 contribution amounts. The 2027 plan year runs from December 1, 2026 to November 30, 2027. It is further recommended that the Council approve the employee contributions to medical insurance coverage and cash in lieu payments for the 2027 plan year for Confidential employees, Department Heads, and City Council Members.

The proposed 2027 Premium Contribution Chart is attached.

Fiscal Impact:

The total cost for Fiscal Year 2026/27 is \$22,353. These amounts will be paid for by departments and absorbed within their existing approved budgeted amounts for salaries and employee benefits. No additional General Funds are requested.

Alternatives:

Do not approve staff's recommendation.

Recommendation:

Adopt a Resolution approving side letter agreements with the First Level Managers, Mid Managers, Fire, and Fire Management bargaining units to hold employee contributions to medical insurance coverage for the 2027 plan year, and cash in lieu payments for employees who do not take City-sponsored medical insurance, at the 2026 contribution amounts; and hold the employee contributions to medical insurance coverage for the 2027 plan year and cash in lieu payments at the 2026 contribution amounts for Confidential employees, Department Heads, and City Council Members.

Attachments:

1. Attachment 1 - 2027 Contribution Chart
2. Resolution - Med Ins Contributions
3. Exhibits A-D - Side Letters

Prepared By:

Submitted By:

Gina Rowland
Human Resources Director

Robert Bendorf
City Manager

ATTACHMENT 1

City of Yuba City
2027 Premium Contribution Chart

**Department Heads, Confidential, Council, Mid Managers, First Level Managers, Fire Management
Fire Union and Local 1**
Medical Rates Effective 12/01/26 - 11/30/27

Premium for Medical

BLUE SHIELD PLANS									
Health Plan	Employee Only Premium Per Month	Contribution Per Pay Period		Employee + 1 Premium Per Month	Contribution Per Pay Period		Employee + 2 (Family) Premium Per Month	Contribution Per Pay Period	
		City	Employee		City	Employee		City	Employee
Base Plan	\$818.00	\$310.98	\$66.55	\$1,719.00	\$653.45	\$139.94	\$2,454.00	\$932.86	\$199.75
High Option	\$920.00	\$316.52	\$108.09	\$1,932.00	\$664.98	\$226.71	\$2,766.00	\$949.94	\$326.68
High Deductible	\$725.00	\$310.98	\$23.63	\$1,524.00	\$653.45	\$49.94	\$2,176.00	\$932.86	\$71.45

CASH-IN-LIEU PROGRAM				
REDUCE		FOREGO		
Family to EE	\$468.95 /month	Family	(30% of base premium)	\$649.20 /month
Family to EE + 1	\$270.20 /month	Employee + 1	(25% of base premium)	\$379.00 /month
EE + 1 to EE	\$198.75 /month	Employee Only	(25% of base premium)	\$180.25 /month

Dental/Vision Rates Effective 1/1/27 - 12/31/27
90/10 of Premium

DENTAL/VISION BENEFITS		
Total Monthly Premium =	Employee Contribution per pay period =	City Contribution per pay period =

ATTACHMENT 2

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
APPROVING SIDE LETTER AGREEMENTS WITH THE FIRST LEVEL MANAGERS,
MID MANAGERS, YUBA CITY FIREFIGHTERS' ASSOCIATION-LOCAL 3793 AND
THE YUBA CITY FIRE MANAGEMENT UNIT TO HOLD THE EMPLOYEE
CONTRIBUTION TO MEDICAL INSURANCE AND CASH IN LIEU PAYMENTS FOR
THE 2027 PLAN YEAR AT THE 2026 CONTRIBUTION AMOUNTS; AND HOLD THE
EMPLOYEE CONTRIBUTION TO MEDICAL INSURANCE AND CASH IN LIEU
PAYMENTS FOR CONFIDENTIAL EMPLOYEES, CITY COUNCIL, AND
DEPARTMENT HEADS AT THE 2026 CONTRIBUTION AMOUNTS**

WHEREAS, the current Memoranda of Understanding between the City of Yuba City and the First Level Managers, Mid Managers, Yuba City Firefighters' Association-Local 3793 and the Yuba City Fire Management bargaining units include language that sets the City's contribution to employee medical insurance at 80% of the premium for the lowest cost health plan available to employees; and

WHEREAS, the City has adopted a Compensation Resolution for Confidential employees, Resolution No. 25-001 that sets City Council Member benefits, and Resolution 24-058 that sets the wages and benefits of unrepresented Executive Management employees (Department Heads) which provide that the City's contribution to employee medical coverage is set at 80% of the lowest plan premium; and

WHEREAS, the City desires to hold all employee contributions to medical insurance coverage for the 2027 plan year, and cash in lieu payments for employees who do not take City-sponsored medical insurance, at the 2026 contribution amounts. The 2027 plan year runs from December 1, 2026 to November 30, 2027; and

WHEREAS, this change for the 2027 plan year will make the City contribution to employee medical insurance coverage 82.4% of the lowest cost health plan; and

WHEREAS, for the 2028 and subsequent plan years the City's contribution to employee medical insurance coverage shall revert to 80% of the lowest cost plan available to employees in all bargaining units.

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

SECTION I.

Authorize the City Manager and the Human Resources Director to sign the attached side letter agreements between the City of Yuba City and the First Level Managers, Mid Managers, Yuba City Firefighters' Association-Local 3793 and the Yuba City Fire Management bargaining units to hold employee contributions to medical insurance coverage and cash in lieu payments for the 2027 plan year at the 2026 amounts.

Authorize the Human Resources Director to hold employee contributions to medical insurance coverage and cash in lieu payments for the 2027 plan year at the 2026 amounts for Confidential, City Council, and Department Heads.

SECTION II.

Authorize the Human Resources Director to make any necessary clarifying language changes to the side letter agreements so long as the changes do not modify substantive terms of the agreements.

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 15th day of September 2026.

AYES:

NOES:

ABSENT:

Marc Boomgaarden, Mayor

ATTEST:

Ciara Wakefield, City Clerk

Approved as to Form:

Ian B. Sangster
Kronick, Special Counsel

Exhibits:

- A. Side Letter Agreement between City of Yuba City and First Level Managers
- B. Side Letter Agreement between City of Yuba City and Mid Managers
- C. Side Letter Agreement between City of Yuba City and Yuba City Firefighters' Association-Local 3793
- D. Side Letter Agreement between City of Yuba City and Fire Management

EXHIBIT A

Side Letter Agreement
to the Memorandum of Understanding
Between The
City of Yuba City and Yuba City First Level Managers
For the Period of July 1, 2023 to June 25, 2027

The City of Yuba City (“City”) and Yuba City First Level Managers have met and conferred in good faith pursuant to the requirements of the Meyers-Miliias-Brown Act to amend their Memorandum of Understanding (“MOU”), with a current term of July 1, 2023 through June 25, 2027, as set forth below.

The purpose of this Side Letter is to modify Article 4, Benefits, as follows:

4.1 Health Plans

B. Health Care Premium Cost:

The City pays 80% of the lowest cost health plan available to the majority of City employees.

For the 2027 calendar (plan) year, the employee contributions to medical insurance coverage shall remain the same as the contribution rates in effect for the 2026 calendar year. For 2028 and subsequent plan years, the City shall revert to paying 80% of the premium for the lowest-cost health plan available to this unit.

C. Cash-in-lieu Payment:

Cash-in-Lieu payments are when an employee reduces the level of health care coverage rather than entire coverage shall be as follows:

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

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

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

Employee only 25%
Employee plus one dependent 25%
Family coverage 30%

- For the 2027 plan year, the Cash-in-Lieu payments for employees shall remain the same as the Cash-in-Lieu payments in effect for the 2026 plan year.

All other provisions of the MOU between the City and Yuba City First Level Managers shall remain unchanged.

Date: _____

CITY OF YUBA CITY

Robert Bendorf, City Manager

Gina Rowland, Human Resources Director

Date: 8/6/2026

FIRST LEVEL MANAGERS

Tami Omand
Tami Omand (Aug 6, 2026 10:36:10 PDT)
Tami Omand, Administrative Analyst II

David Palmer
David Palmer (Aug 6, 2026 14:36:13 PDT)
David Palmer, Recreation Supervisor II

Rene Garcia
Rene Garcia (Aug 6, 2026 10:45:58 PDT)
Rene Garcia, WTP Maintenance Supervisor

EXHIBIT B

Side Letter Agreement
to the Memorandum of Understanding
Between The
City of Yuba City and Yuba City Mid Managers
For the Period of July 1, 2023 to June 25, 2027

The City of Yuba City (“City”) and Yuba City Mid Managers have met and conferred in good faith pursuant to the requirements of the Meyers-Miliias-Brown Act to amend their Memorandum of Understanding (“MOU”), with a current term of July 1, 2023 through June 25, 2027, as set forth below.

The purpose of this Side Letter is to modify Article 3, Benefits, as follows:

3.1 Health Plans

B. Health Care Premium Cost:

The City pays 80% of the lowest cost health plan available to this bargaining unit.

For the 2027 calendar (plan) year, the employee contributions to medical insurance coverage shall remain the same as the contribution rates in effect for the 2026 calendar year. For 2028 and subsequent plan years, the City shall revert to paying 80% of the premium for the lowest-cost health plan available to this unit.

C. Cash-in-lieu Payment:

Cash-in-Lieu payments are when an employee reduces the level of health care coverage rather than entire coverage is as follows:

- Employees who reduce the level of health care coverage that they are entitled to, i.e., from full family coverage to employee plus one, or employee only coverage, or from employee plus one to employee only coverage, are entitled to a Cash-in-Lieu benefit. The Cash-in-Lieu benefit is based upon the lowest cost health plan.
- The employee making the election covered above, receives the difference between the Cash-in-Lieu benefit to which they would have been entitled had they waived coverage at their present coverage level and Cash-in-Lieu benefit for the lower level elected.
- The Cash-in-Lieu of medical insurance bonus for employees electing to forego health insurance coverage will be based on the below percentages of the current lowest cost health plan available:

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

- For the 2027 plan year, the Cash-in-Lieu payments for employees shall remain the same as the Cash-in-Lieu payments in effect for the 2026 plan year.

All other provisions of the MOU between the City and Yuba City Mid Managers shall remain unchanged.

Date: _____

CITY OF YUBA CITY

Robert Bendorf, City Manager

Gina Rowland, Human Resources Director

Date: 08/12/2026

MID MANAGERS

Katherine Willis

Katherine Willis, Environmental Compliance
Manager

Tim Bybee (Aug 18, 2026 17:48:39 PDT)

Tim Bybee, Utilities Maintenance
Superintendent

EXHIBIT C

Side Letter Agreement
to the Memorandum of Understanding
Between The
City of Yuba City and Yuba City Firefighters' Local 3793
For the Period of July 1, 2023 to June 25, 2027

The City of Yuba City ("City") and Yuba City Firefighters' Local 3793 have met and conferred in good faith pursuant to the requirements of the Meyers-Milias-Brown Act to amend their Memorandum of Understanding ("MOU"), with a current term of July 1, 2023 through June 25, 2027, as set forth below.

The purpose of this Side Letter is to modify Article 7, Health, Dental, Vision and Life Insurance, as follows:

7.1 Health Plans

A. Health Plan Contributions

The City pays 80% of the lowest cost health plan available to this bargaining unit.

For the 2027 calendar (plan) year, the employee contributions to medical insurance coverage shall remain the same as the contribution rates in effect for the 2026 calendar year. For 2028 and subsequent plan years, the City shall revert to paying 80% of the premium for the lowest-cost health plan available to this unit.

B. Cash-in-Lieu

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

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

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

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

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

For the 2027 plan year, the Cash-in-Lieu payments for employees shall remain the same as the Cash-in-Lieu payments in effect for the 2026 plan year.

All other provisions of the MOU between the City and Yuba City Firefighters' Local 3793 shall remain unchanged.

Date: _____

CITY OF YUBA CITY

Robert Bendorf, City Manager

Date: 8/19/2026

YUBA CITY FIREFIGHTERS' LOCAL 3793

Charles J Herold
Charles J Herold (Aug 19, 2026 09:36:48 PDT)
Charles Herold, President

Gina Rowland, Human Resources Director

Kristina Wicker-Estes

Kristina Wicker-Estes, Labor Relations Consultant

EXHIBIT D

Side Letter Agreement
to the Memorandum of Understanding
Between The
City of Yuba City and Yuba City Fire Management
For the Period of July 1, 2023 to June 25, 2027

The City of Yuba City ("City") and Yuba City Fire Management have met and conferred in good faith pursuant to the requirements of the Meyers-Milias-Brown Act to amend their Memorandum of Understanding ("MOU"), with a current term of July 1, 2023 through June 25, 2027, as set forth below.

The purpose of this Side Letter is to modify Article 5, Medical Plans, as follows:

5.1 Health Plans

The City pays 80% of the lowest cost health plan available to this bargaining unit.

For the 2027 calendar (plan) year, the employee contributions to medical insurance coverage shall remain the same as the contribution rates in effect for the 2026 calendar year. For 2028 and subsequent plan years, the City shall revert to paying 80% of the premium for the lowest-cost health plan available to this unit.

5.2 Medical-in-Lieu

- D. For the 2027 plan year, the Cash-in-Lieu payments for employees shall remain the same as the Cash-in-Lieu payments in effect for the 2026 plan year.

All other provisions of the MOU between the City and Yuba City Fire Management shall remain unchanged.

Date: _____

CITY OF YUBA CITY

Robert Bendorf, City Manager

Gina Rowland, Human Resources Director

Date: 08/10/2026

FIRE MANAGEMENT

Shane Lawson
Shane Lawson (Aug 10, 2026 20:50:42 PDT)
Shane Lawson, Fire Battalion Chief

CITY OF YUBA CITY
STAFF REPORT

Date: September 15, 2026
To: Honorable Mayor & Members of the City Council;
From: Human Resources Department
Presentation By: Sheleen Loza, Human Resources Manager

Summary

Subject: Amended PRISMHealth Program Memorandum of Understanding
Recommendation: Adopt a Resolution authorizing the City Manager to execute the amended PRISMHealth Program MOU
Fiscal Impact: None

Purpose:

To authorize the City Manager to execute the amended PRISMHealth Program Memorandum of Understanding.

Strategic Focus Area:

This item addresses the City Council's Strategic Goal of Fiscal Responsibility. The PRISMHealth pooling approach creates value and long-term stability for the City by securing the lowest possible fixed cost from the premier carrier partners and combining similar risk profiles in a financially stable pool.

Background:

On January 1, 2008, the City entered into a Memorandum of Understanding (MOU) with the California State Association of Counties-Excess Insurance Authority (CSAC-EIA) to join the CSAC-EIA Health program. In 2020, EIA changed its name to Public Risk Innovation, Solutions, and Management (PRISM). PRISM is a Joint Powers Authority (JPA) mostly composed of California counties, cities, and public agencies organized to jointly develop and fund insurance and related programs with the most favorable terms and cost. In 2023, PRISMHealth updated the PRISM MOU to replace the MOU that was previously executed by the City in 2008.

As a member of this organization, the City has successfully controlled cost of the health plans offered through PRISMHealth. The City offers PRISMHealth to all employees except Police. Police employees are eligible for CalPERS Health.

Analysis:

In March 2026, the PRISMHealth Committee, which governs the PRISMHealth program, approved final amendments to the PRISMHealth Program MOU. Distribution of the amended MOU followed the

adoption of amendments to the PRISM Joint Powers Agreement (JPA), effective June 30, 2026, to ensure the two governing documents are fully aligned.

The amended MOU reflects PRISMHealth's transition to an independently administered self-funded health program and aligns the governing document with the Program's current operations. Most revisions clarify existing governance, administrative practices, and operational procedures rather than introduce new responsibilities for participating agencies. The PRISMHealth Program MOU language is identical for all PRISMHealth program members, and the amended PRISMHealth Program MOU would replace the MOU previously executed by the City in 2023.

In order to continue the City's participation in PRISMHealth, Human Resources recommends the Council approve, and authorize the City Manager to execute, the PRISMHealth Program MOU on behalf of the City.

Fiscal Impact:

None

Alternatives:

If PRISMHealth MOU is not executed, employees in Public Works, Utilities, Development Services, Fire, Community Services, Finance, Human Resources, and Administration Departments will not have medical insurance and City Council will need to provide direction to staff for alternative medical insurance for employees. Alternative medical insurance may not be available due to contract deadlines for calendar year 2027. If City Council's direction is to explore other medical insurance for this group of employees, Staff recommends doing so for calendar year 2028 in order to ensure medical insurance is provided to all employees.

Recommendation:

Adopt a Resolution authorizing the City Manager to execute the amended PRISMHealth Program MOU.

Attachments:

1. 9-15-26 PRISMHEALTH- Resolution Final
2. PRISMHealth MOU_Amended_03.26.26

Prepared By:

Sheleen Loza
Human Resources Manager

Submitted By:

Robert Bendorf
City Manager

ATTACHMENT 1

RESOLUTION NO.

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
APPROVING THE AMENDED PRISMHEALTH PROGRAM MEMORANDUM OF
UNDERSTANDING AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME**

WHEREAS, on January 1, 2008, the City of Yuba City ("City") entered into a Memorandum of Understanding ("MOU") with the California State Association of Counties-Excess Insurance Authority ("CSAC-EIA"), to join the CSAC-EIA Health program; and

WHEREAS, CSAC-EIA subsequently changed its name to Public Risk Innovation, Solutions, and Management ("PRISM") and the CSAC-EIA Health program is currently called the PRISMHealth program; and

WHEREAS, the MOU between PRISM and the City was last updated in 2023, which replaced the previously executed MOU from 2008; and

WHEREAS, in June 2026, the PRISMHealth Committee, which governs the PRISMHealth program, approved final amendments to the PRISMHealth Program MOU and subsequently distributed the amended PRISMHealth Program MOU to its members, including the City, for execution; and

WHEREAS, the City Council now desires to authorize the City Manager to execute the amended PRISMHealth Program MOU.

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

1. The foregoing recitals are true and correct and are hereby incorporated by reference.
2. The City Council hereby approves the amended Memorandum of Understanding – PRISMHealth Program with PRISM, which is attached hereto as Exhibit "A," and authorizes the City Manager to execute the same on behalf of the City.
3. This resolution shall take effect immediately upon adoption.

The foregoing Resolution of the City Council of the City of Yuba City was duly introduced, passed and adopted at a regular meeting thereof held on the 15th day of September 2026.

AYES:

NOES:

ABSENT:

ATTEST:

Marc Boomgaarden, Mayor

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY:

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

EXHIBIT A



MEMORANDUM OF UNDERSTANDING PRISMHEALTH PROGRAM

This Memorandum of Understanding (hereinafter “Memorandum”) is entered into by and between Public Risk Innovation, Solutions, and Management (hereafter “PRISM”) and the participating entities (hereafter “Members”) that are signatories to this Memorandum.

1. **CREATION OF THE PROGRAM.** There is hereby created by this Memorandum the PRISMHealth Program (hereafter “Program”).
2. **JOINT POWERS AGREEMENT (JPA).** Except as otherwise provided herein, all terms used shall be as defined in Article 1 of the Joint Powers Agreement Creating PRISM (hereafter “Agreement”), and all other provisions of the Agreement not in conflict with this Memorandum shall be applicable.
3. **PURPOSE.** The Program is formed for the purpose of providing Members with cost-effective health insurance coverage for their eligible employees, retirees, and their dependents. Each Member maintains its own benefits coverage programs, while participating in a pooled premium cost sharing arrangement.
4. **PROGRAM COMMITTEE.** There is hereby established a PRISMHealth Committee (hereinafter referred to as “Committee”) comprised of seven (7) Members. Except as otherwise provided herein, said Committee shall have full authority to determine all matters affecting the Program and its Members, including, but not limited to, approval of new Members, annual renewals, Program policies, and services.

The Executive Committee of PRISM shall appoint the Committee Members, to be selected from Members in the Program. If at any time there are less than seven (7) Members in the Program, then the number of Members on the Committee shall equal the number of Members in the Program. Upon the Program having seven (7) or more Members, the Committee membership shall be established as provided for herein.

The term of the Members of the Committee shall be for two (2) years. The dates of the two (2) year appointments shall be staggered, so that terms of no more than four (4) Members will expire at any one time. The Committee will annually, at its first meeting of the calendar year, select its officers, consisting of a Chair and Vice-Chair.

The Committee, when necessary to fulfill the purposes of this Memorandum, shall meet at the call of the Chair of the Committee as provided in Article 12 of the Agreement and Article VI of the Bylaws of PRISM (hereinafter referred to as the “Bylaws”).

A majority of the Members of the Committee shall constitute a quorum for the transaction of business. Except as otherwise provided herein, all actions of the Committee shall require the affirmative vote of a majority of the Members of the Committee.

Except as otherwise provided herein, the Committee shall be authorized to do such acts as are reasonably necessary to further the purposes of this agreement and implement its provisions.

Any meeting of the Committee shall be subject to the applicable provisions of Government Code §54950 et seq., commonly known as the "Brown Act."

5. **PREMIUMS.** The participating Members, in accordance with the provisions of Article 14 of the Agreement, shall be charged an annual premium, payable in equal monthly installments, to fund the PRISMHealth Program. The annual pooled premium is established for each renewal year based on underwriting and actuarial analysis approved by the Committee. The pool renews as a whole, based on the review and analysis conducted by the Program underwriting consultants and actuary. The annual pool premium is then allocated to all Program Members based on their Claims Performance Risk Adjustment (CPRA), as outlined in the most recently approved PRISMHealth Underwriting Guidelines. The CPRA is the Committee-approved underwriting methodology used to determine each Member's unique premium share of the entire pooled premium renewal using their Member-specific loss ratio, loss ratio variance when compared to the entire pool, and Member size.

Annual Member-specific pool renewals are approved by the Committee and considered final. Upon approval, no adjustments to the pool renewal or Member-specific renewals are allowed without the approval of the Committee.

Members are required to remit monthly premiums based upon the rates established by the Program Underwriters for their coverage plans.

Billing and eligibility determinations will be made by the Program Benefits Administrator(s) selected by the Committee. Program Members are responsible for maintaining, reviewing, and auditing the data they enter into the Benefits Administration platforms.

Monthly premium invoices are sent by the Benefit Administration vendors to the Member prior to the coverage month in which they are due. Premium invoices are due upon receipt and considered delinquent thirty (30) calendar days from the effective date of the coverage month. It is a Program requirement that Members pay all premium invoices *as billed*, regardless of any changes to eligibility or adjustments to premiums that may occur during the billing month and not reflected on the premium invoice. No offset or deduction to the premium amount by

Members is permitted. Any adjustments made to eligibility or premiums will be reflected on the following month's premium invoices as a retroactive charge or credit.

Billing dates and payment due dates are based on the Program claims funding requirements and the Program coverage carriers. Late fees and/or penalties are set by the PRISM Board of Directors, and any requests for reconsideration regarding the assessment of a late fee or penalty will be heard by the Executive Committee. All Member entities will receive separate notification of any changes in due dates and/or penalty fees at least thirty (30) days prior to effective date of change. Late fees and/or penalties shall not be assessed if the premium invoice is not issued timely solely due to the failure of the Program's benefits administrator vendor. In such cases, any late fees or penalties may accrue no earlier than thirty (30) calendar days after the date the invoice is issued.

In the event a Member implements a Program-approved new or replacement benefits administration system and the implementation rollout causes a delay in the issuance of the premium invoice less than thirty (30) calendar days from the payment due date, the Member will be allowed a one-time thirty (30) calendar day grace period following the initial rollout of the new system during which late fees and/or penalties, or enforcement for untimely invoice payment shall not be assessed.

6. **ASSESSMENTS AND DIVIDENDS.** The Program annual premium, as approved by the Committee, will be established at a level which is anticipated to provide adequate overall funding. The Program will directly manage surpluses and deficits. Premiums are targeted to fund expected claims (including incurred-but-not-reported (IBNR) and run-out), reinsurance (if any), Program/administrative expenses, and any reserve or margin adopted by the Committee.

If Program funds are insufficient (including funding IBNR), the Committee may impose premium assessments on all applicable participating Members, consistent with the JPA. Members that have withdrawn from the Program are liable for assessments attributable to plan year(s) in which they participated.

After appropriate reserves and obligations are funded and any Committee-approved margin is achieved, the Committee may declare a dividend or premium credit, using a formula recommended by the Program Underwriters and Actuary.

7. **PERIOD OF COMMITMENT.** Any entity wishing to become a Member of the Program shall be required to commit to remain in the Program for a period of three (3) years.

8. **APPLICATION TO THE PROGRAM.** Any California Public Entity that is a Member of PRISM JPA can become a Member of the PRISMHealth Program by completing an application for coverage. New Members must be approved by the Committee in a manner prescribed by them and outlined in the PRISMHealth Underwriting Guidelines and must execute the PRISMHealth MOU.
9. **BENEFITS.** Benefits provided to Members' employees shall be as set forth in the Member Plan Summary and as agreed upon between the Member and its recognized employee organizations as applicable.
10. **COVERAGE CARRIERS AND COVERAGE DOCUMENTS.** The Committee will select the coverage carriers who will provide insurance coverage under the Program. The Program coverage carriers shall issue Member Benefit Plan Summaries outlining the coverage provided, including terms and conditions of coverage. Except as otherwise provided herein, coverage documents govern benefit terms (eligibility definitions, covered services, appeals, etc.); this Memorandum governs Program administration and Member obligations.
11. **ELIGIBILITY, ENROLLMENT & SYSTEM OF RECORD.** Eligibility and enrollment are administered through Program-designated benefits administration system(s), which constitute the system of record for Program purposes. A Member wishing to use a non-Program HRIS platform must execute PRISM's HRIS Integration Agreement (or successor) and comply with the Member Acknowledgment. If there is any conflict between data in a Member's external system and the system of record, the system of record controls.
12. **CLAIMS ADMINISTRATION.** The Program Carriers provide claims adjudication, appeals/grievances, coordination of benefits, subrogation, recovery of overpayment, and standard reporting in accordance with applicable law and coverage documents. PRISM (or its designee) may audit claims and require reasonable access to de-identified claims/utilization data for Program administration, underwriting, and compliance.
13. **WITHDRAWAL.** The Program operates on a calendar basis, with the plan year spanning January 1st through December 31st. Members must notify the Program in writing of their intent to withdraw by July 1st one hundred eighty (180 days) prior to the close of the plan year in which they are terming. The Member may rescind its notice of intent to withdraw no later than August 31st unless otherwise barred by the applicable provisions of Article 20 of the Agreement. Re-entry restrictions under the JPA will apply.
14. **LATE PAYMENTS.** Notwithstanding any other provision to the contrary regarding the late payment of invoices or cancellation from a Program, the Executive Committee, at its discretion, may issue a thirty (30) day written notice of cancellation to any Member that fails to remit payment when due. If monthly premium payment

remains unpaid forty-five (45) days after the due date, PRISM may, upon written notice to the Member, suspend eligibility transmissions and/or claims funding attributable to the delinquent Member. Reinstatement of participation may be subject to prepayment of premiums or other financial assurances deemed acceptable by PRISM.

15. **LIAISON WITH THE AUTHORITY.** Each Member shall maintain staff to act as liaison with PRISM, their Consultants, and Carrier coverage representatives.
16. **DISPUTES.** The Committee shall first determine any question or dispute with respect to the rights and obligations of the parties to this Memorandum; however, all final determinations shall be in accordance with Article 31 of the Agreement.
17. **ADMINISTRATION COSTS.** PRISM shall be entitled to assess annual administration costs associated with the Program as determined by the Committee and approved by the Executive Committee.
18. **COMPLETE AGREEMENT.** Except as otherwise provided herein, this Memorandum constitutes the full and complete agreement of the Members.
19. **SEVERABILITY.** Should any provision of this Memorandum be judicially determined to be void or unenforceable, such determination shall not affect any remaining provision.
20. **AMENDMENT OF MEMORANDUM.** This Memorandum may be amended by a majority vote of the Committee and signature on the Memorandum by the Member's designated representative, or alternate, who shall have authority to execute this Memorandum. Any Member who fails or refuses to execute an amendment to this Memorandum shall be deemed to have withdrawn from the Program on the next annual renewal date that is beyond any commitment required by Section 7.
21. **EFFECTIVE DATE.** This Memorandum shall become effective on the first effective date of coverage for the Member and upon approval by the Committee and the signing of this agreement by the Members and Chief Executive Officer of PRISM.
22. **EXECUTION IN COUNTERPARTS.** This Memorandum may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

In Witness Whereof, the undersigned have executed the Memorandum as of the date set forth below.

Dated: 3/26/26

By: 
Gina Dean, Chief Executive Officer
Public Risk Innovation, Solutions, and Management

Dated: _____

By: _____

Title: _____

Member Agency: _____

CITY OF YUBA CITY
STAFF REPORT

Date: September 15, 2026
To: Honorable Mayor & Members of the City Council;
From: Public Works Department
Presentation By: Joshua Wolffe, Public Works Director

Summary

Subject: West Sanborn Unit 1 Subdivision (Acceptance of Public Improvements)
Recommendation: Adopt a Resolution accepting certain street and related improvements pursuant to the West Sanborn Unit 1 Subdivision Agreement with D.R. Horton CA2, Inc., a California corporation, and authorizing the Subdivider to file a Notice of Completion. [Subdivision is located at the northwest corner of Sanborn Road and Bogue Road.]
Fiscal Impact: City will become responsible for maintenance costs of the public improvements

Purpose:

To accept the infrastructure improvements associated with the West Sanborn Unit 1 Subdivision for public use and initiate the one (1) year warranty period.

Strategic Focus Area:

Acceptance of these improvements coordinates with the Council Strategic Focus Area related to Infrastructure. The action is necessary to comply with the Development Subdivision Agreement and transfer the private development to the City as public infrastructure.

Background:

On June 17, 2025, Council authorized Resolution No. 25-060 to execute a Subdivision Agreement with the Subdivider, D.R. Horton CA2, Inc., a California corporation, regarding the development of the West Sanborn Unit 1 Subdivision (SM 19-02) (Attachment 2). Per the agreement, the Subdivider was to construct the determined improvements and, upon completion, dedicate and offer the improvements to the City to constitute public improvements.

Analysis:

The West Sanborn Unit 1 Subdivision street and related improvements have been constructed to the satisfaction of the City. At this time, the Subdivider is requesting acceptance of the improvements so that the one (1) year warranty period can begin. All of the required improvements within the subdivision have been constructed in conformance with the approved plans and specifications. With the acceptance, the Subdivider will provide security for the guarantee and warranty of the work in the amount of 10% of the cost of the improvements, which equates to \$423,179.50.

Fiscal Impact:

With the acceptance of the improvements, the City will become responsible for the ongoing maintenance of the public improvements, including the water, sewer, storm-drain lines, streets, streetlights, and landscaping. Residents within the subdivision will participate in Lighting and Landscape Maintenance District No. 5K_18, which will pay for the proportional share of the maintenance of the streetlights and landscaping. Maintenance costs for the water and sewer lines will come from the Water Enterprise and Sewer Enterprise funds, respectively, and maintenance of the streets and storm drains will be funded with road funds and the established Community Facilities District for the subdivision.

Alternatives:

Do not accept the improvements.

Recommendation:

Adopt a Resolution accepting certain street and related improvements pursuant to the West Sanborn Unit 1 Subdivision Agreement with D.R. Horton CA2, Inc., a California corporation, and authorizing the Subdivider to file a Notice of Completion. [Subdivision is located at the northwest corner of Sanborn Road and Bogue Road.]

Attachments:

1. Resolution accepting West Sanborn 1 Subdivision Improvements
2. Location Map of West Sanborn Unit 1 Subdivision

Prepared By:

Kevin Bradford
Deputy PW Director – Engineering

Submitted By:

Robert Bendorf
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
ACCEPTING CERTAIN STREET AND RELATED IMPROVEMENTS
PURSUANT TO THE WEST SANBORN UNIT 1 SUBDIVISION AGREEMENT
DATED JUNE 17, 2025 BETWEEN THE CITY OF YUBA CITY AND D.R.
HORTON CA2, INC., A CALIFORNIA CORPORATION, AND AUTHORIZING
THE SUBDIVIDER TO FILE THE NOTICE OF COMPLETION.**

WHEREAS, the City of Yuba City (City) has heretofore contracted with D.R. Horton CA2, Inc., a California corporation (Subdivider) for certain work pursuant to that West Sanborn Unit 1 Subdivision Agreement dated June 17, 2025 between the City and D.R. Horton CA2, Inc., a California corporation as a condition of approval for Tentative Subdivision Map No. 19-02; and

WHEREAS, said work of improvements called for by said Agreement for street and related improvements was completed to the satisfaction of the City, and a maintenance bond insuring the work of improvements from a maintenance standpoint for a period of one (1) year from and after completion has been provided.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the City Council of the City of Yuba City hereby accepts the work performed on those certain improvements, the subject of the West Sanborn Unit 1 Subdivision Agreement dated June 17, 2025, between the City of Yuba City and D.R. Horton CA2, Inc., a California corporation, and authorizes and directs the Subdivider to execute and record a Notice of Completion in connection with said work of improvement.

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 15th day of September, 2026.

AYES:

NOES:

ABSENT:

Marc Boomgaarden, Mayor

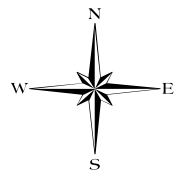
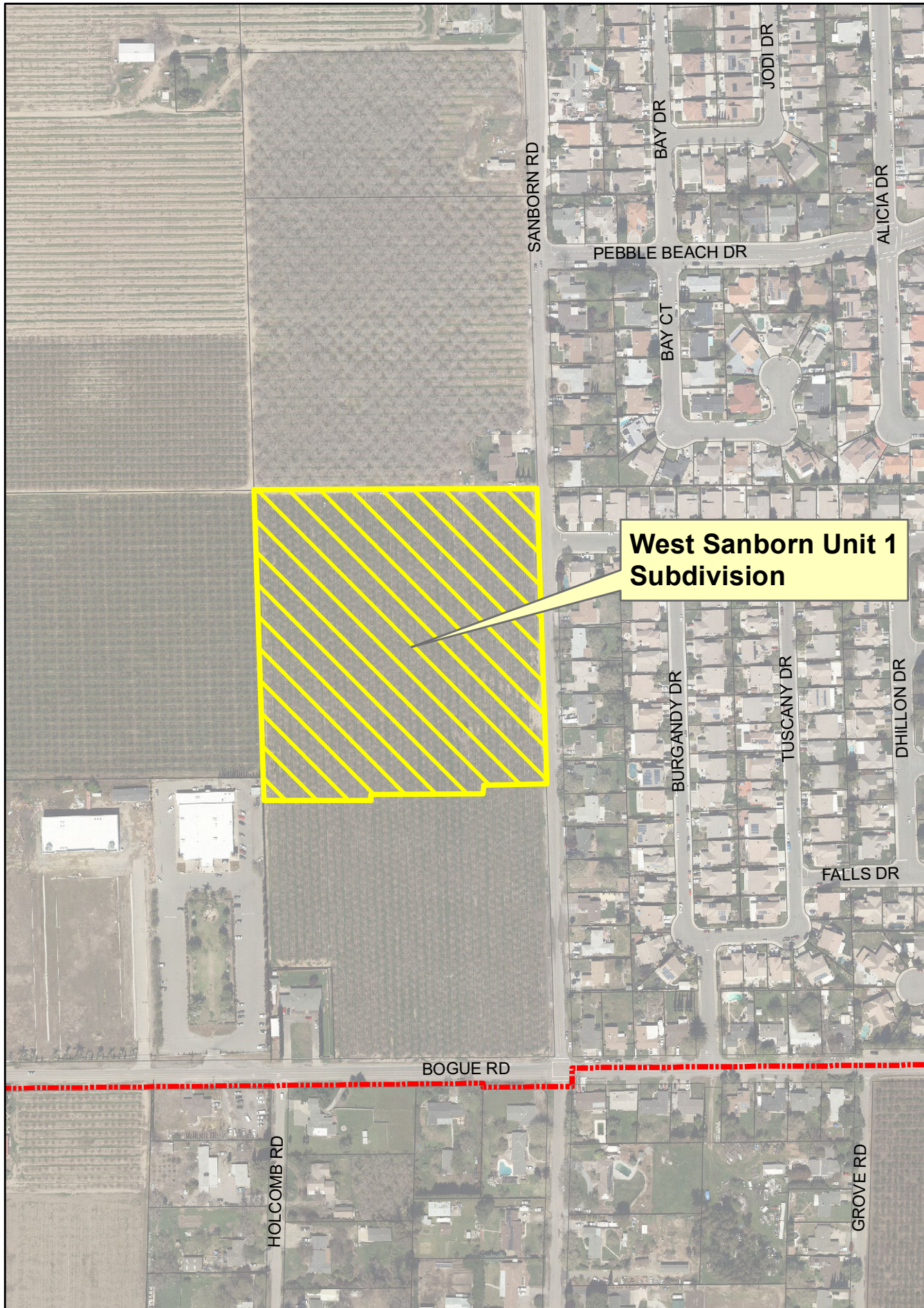
ATTEST:

Ciara Wakefield, City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY:

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

ATTACHMENT 2



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

CITY OF YUBA CITY
STAFF REPORT

Date: September 15, 2026
To: Honorable Mayor & Members of the City Council;
From: Public Works Department
Presentation By: Joshua Wolffe, Public Works Director

Summary

Subject: West Sanborn Unit 2 Subdivision (Acceptance of Public Improvements)
Recommendation: Adopt a Resolution accepting certain street and related improvements pursuant to the West Sanborn Unit 2 Subdivision Agreement with FOR California Development LLC, a Delaware limited liability company, and authorizing the Subdivider to file a Notice of Completion. [Subdivision is located at the northwest corner of Sanborn Road and Bogue Road.]
Fiscal Impact: City will become responsible for maintenance costs of the public improvements

Purpose:

To accept the infrastructure improvements associated with the West Sanborn Unit 2 Subdivision for public use and initiate the one (1) year warranty period.

Strategic Focus Area:

Acceptance of these improvements coordinates with the Council Strategic Focus Area related to Infrastructure. The action is necessary to comply with the Development Subdivision Agreement and transfer the private development to the City as public infrastructure.

Background:

On October 7, 2025, Council authorized Resolution No. 25-115 to execute a Subdivision Agreement with the Subdivider, FOR California Development LLC, a Delaware limited liability company, regarding the development of the West Sanborn Unit 2 Subdivision (SM 19-02) (Attachment 2). Per the agreement, the Subdivider was to construct the determined improvements and, upon completion, dedicate and offer the improvements to the City to constitute public improvements.

Analysis:

The West Sanborn Unit 2 Subdivision street and related improvements have been constructed to the satisfaction of the City. At this time, the Subdivider is requesting acceptance of the improvements so that the one (1) year warranty period can begin. All of the required improvements within the subdivision have been constructed in conformance with the approved plans and specifications. With the acceptance, the Subdivider will provide security for the guarantee and warranty of the work in the amount of 10% of the cost of the improvements, which equates to \$320,950.07.

Fiscal Impact:

With the acceptance of the improvements, the City will become responsible for the ongoing maintenance of the public improvements, including the water, sewer, storm-drain lines, streets, streetlights, and landscaping. Residents within the subdivision will participate in Lighting and Landscape Maintenance District No. 5K_18, which will pay for the proportional share of the maintenance of the streetlights and landscaping. Maintenance costs for the water and sewer lines will come from the Water Enterprise and Sewer Enterprise funds, respectively, and maintenance of the streets and storm drains will be funded with road funds and the established Community Facilities District for the subdivision.

Alternatives:

Do not accept the improvements.

Recommendation:

Adopt a Resolution accepting certain street and related improvements pursuant to the West Sanborn Unit 2 Subdivision Agreement with FOR California Development LLC, a Delaware limited liability company, and authorizing the Subdivider to file a Notice of Completion. [Subdivision is located at the northwest corner of Sanborn Road and Bogue Road.]

Attachments:

1. Resolution accepting West Sanborn 2 Subdivision Improvements
2. Location Map of West Sanborn Unit 2 Subdivision

Prepared By:

Kevin Bradford
Deputy PW Director – Engineering

Submitted By:

Robert Bendorf
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
ACCEPTING CERTAIN STREET AND RELATED IMPROVEMENTS
PURSUANT TO THE WEST SANBORN UNIT 2 SUBDIVISION AGREEMENT
DATED SEPTEMBER 16, 2025 BETWEEN THE CITY OF YUBA CITY AND
FOR CALIFORNIA DEVELOPMENT LLC, A DELAWARE LIMITED LIABILITY
COMPANY, AND AUTHORIZING THE SUBDIVIDER TO FILE THE NOTICE
OF COMPLETION.**

WHEREAS, the City of Yuba City (City) has heretofore contracted with D.R. Horton CA2, Inc., a California corporation (Subdivider) for certain work pursuant to that West Sanborn Unit 2 Subdivision Agreement dated October 7, 2025 between the City and FOR California Development LLC, a Delaware limited liability company as a condition of approval for Tentative Subdivision Map No. 19-02; and

WHEREAS, said work of improvements called for by said Agreement for street and related improvements was completed to the satisfaction of the City, and a maintenance bond insuring the work of improvements from a maintenance standpoint for a period of one (1) year from and after completion has been provided.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the City Council of the City of Yuba City hereby accepts the work performed on those certain improvements, the subject of the West Sanborn Unit 2 Subdivision Agreement dated October 7, 2025, between the City of Yuba City and FOR California Development LLC, a Delaware limited liability company, and authorizes and directs the Subdivider to execute and record a Notice of Completion in connection with said work of improvement.

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 15th day of September, 2026.

AYES:

NOES:

ABSENT:

Marc Boomgaarden, Mayor

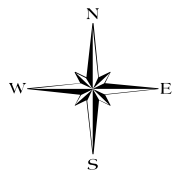
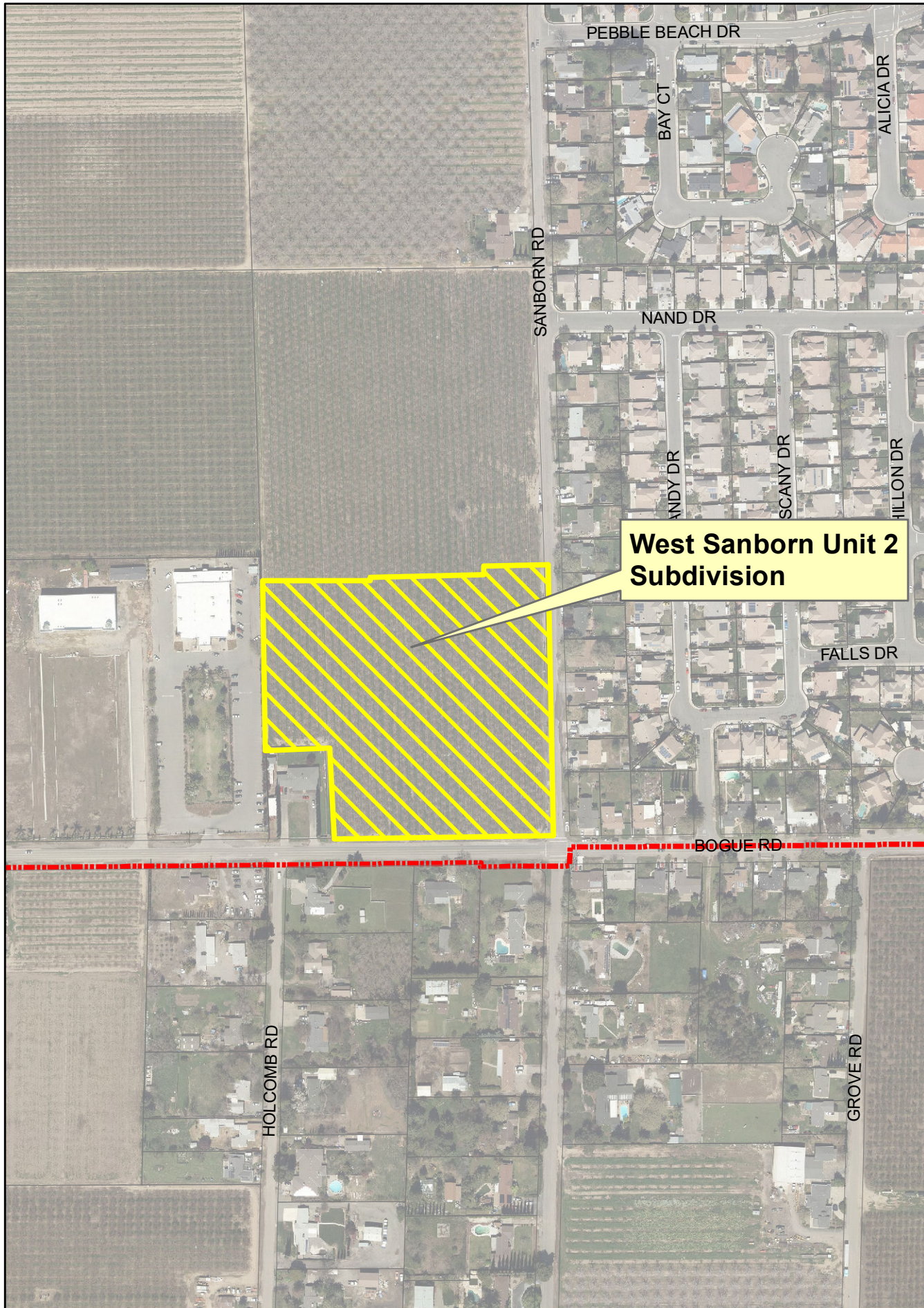
ATTEST:

Ciara Wakefield, City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY:

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

ATTACHMENT 2



**West Sanborn Unit 2
Subdivision**

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

CITY OF YUBA CITY
STAFF REPORT

Date: September 15, 2026
To: Honorable Mayor & Members of the City Council;
From: Public Works Department
Presentation By: Joshua Wolffe, Public Works Director

Summary

Subject: The Ridge Estates Unit 1 – Subdivision Agreement and Final Map Approval
Recommendation: Adopt a Resolution approving the execution of a Subdivision Agreement with YC Hooper Ventures, LLC, a California Limited Liability Company providing for public improvements associated with The Ridge Estates Unit 1 Subdivision Map, approving The Ridge Estates Unit 1 Subdivision Final Map, accepting dedication of rights-of-way and easements shown thereon, and authorizing the filing of the map [Subdivision is located on El Margarita Road approximately 1,850 feet south of State Route 20.]
Fiscal Impact: Costs and reimbursements in accordance with proposed Subdivision Agreement

Purpose:

To approve the necessary agreement and final subdivision map that specify the terms for the Ridge Unit 1 development.

Strategic Focus Area:

This supports multiple City Strategic Focus Areas as the development provides for public safety and new infrastructure in a fiscally responsible and business friendly manner.

Background:

On September 24, 2025, the Planning Commission approved Tentative Map 25-01, The Ridge Estates Unit 1 Subdivision, to subdivide 20.44 acres into 68 single family residential parcels plus a remainder located on El Margarita Road approximately 1,850 feet south of State Route 20 (Attachment 2). The proposed lot sizes range from 4,450 square feet to 5,610 square feet.

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

Analysis:

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

- Tentative Map – The applicant submits a tentative map to the Development Services Department, which is then routed to all City Departments and other agencies for review, comment, and establishment of the Conditions of Approval. Upon preparation of the Conditions of Approval and the environmental document, the map is taken to the Planning Commission for approval. The tentative map for the subject project was approved by the Planning Commission on September 24, 2025.
- Final Map – Upon approval of the tentative map, the applicant submits a Final Map package which includes the Final Map and public improvement plans. If the applicant chooses to file the map prior to the construction of the public improvements, the City requires the execution of a Subdivision Agreement guaranteeing that the improvements will be constructed through the collection of security, such as bonds or a letter of credit.
- Council Approval – Once it is determined that the Final Map is correct and the Conditions of Approval have been met, the map is taken to the City Council for consideration and approval.
- Recordation of the Final Map – Upon Council approval, the City Clerk certifies the action on the map and it is submitted to the Sutter County Recorder for recordation.

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

With the recordation of the Final Map, the determined right-of-way and utility easements will be dedicated to the City. Road dedications include a portion of El Margarita Road, Florencio Drive, Escalante Drive, Balkowitsch Drive, and Seth Way.

Fiscal Impact:

Costs and reimbursements for the public improvements are specified through the proposed Agreement. Exhibit B of the Agreement identifies the fees owed by the Developer to the City at the time of execution of the Agreement. Those fees include plan check and inspection fees totaling \$223,790.00, as well as several utility fees that are deferred until the time building permits are filed for individual home construction. The project is eligible for the following fee credits, as shown on Exhibit C of the Agreement:

- Sewer: \$13,340 for upsizing the sewer main in El Margarita Road to 12" diameter
- Water: \$43,860 for upsizing the water main in El Margarita Road to 12" diameter
- Road: \$512,405.34, plus Utility Construction Costs for improving El Margarita Road

Alternatives:

Delay or modify the recommended actions of approving a Subdivision Agreement or Final Map for The Ridge Estates Unit 1 Subdivision.

Recommendation:

Adopt a Resolution approving the execution of a Subdivision Agreement with YC Hooper Ventures, LLC, a California Limited Liability Company, providing for public improvements associated with The Ridge Estates Unit 1 Subdivision Map, approving The Ridge Estates Unit 1 Final Map, accepting dedication of rights-of-way and easements shown thereon, and authorizing the filing of the map.

[Subdivision is located on El Margarita Road approximately 1,850 feet south of State Route 20.]

Attachments:

1. Attachment 1 - Resolution
2. Attachment 1 - Exhibit A - Subdivision Agreement
3. Attachment 1 - Exhibit B - Final Map
4. Attachment 2 - Location Map

Prepared By:

Kevin Bradford
Deputy Public Works Director

Submitted By:

Robert Bendorf
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
APPROVING A SUBDIVISION AGREEMENT WITH YC HOOPER VENTURES, LLC, A
CALIFORNIA LIMITED LIABILITY COMPANY, FOR THE RIDGE ESTATES UNIT 1
SUBDIVISION, APPROVING THE RIDGE ESTATES UNIT 1 SUBDIVISION FINAL
MAP SUBDIVIDING LAND INTO 68 PARCELS TO CONSTRUCT SINGLE-FAMILY
RESIDENTIAL BUILDINGS, ACCEPTING FOR DEDICATION THE PUBLIC RIGHT-
OF-WAY AND UTILITY EASEMENTS SHOWN THEREON, AND AUTHORIZING THE
FILING OF THE MAP**

WHEREAS, YC Hopper Ventures, LLC, a California Limited Liability Company ("Subdivider") owns certain property as identified on Exhibit "B" and has offered for approval a Final Map designated as "The Ridge Estates Unit 1 Subdivision" ("final map"), pursuant to approved Tentative Map for The Ridge Estates Unit 1 Subdivision ("tentative map"); and

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

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

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

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

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

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

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

WHEREAS, required public improvements have not been completed by the subdivider as of the filing of the final map, and all required public improvements shall be

required to be completed in accordance with a Subdivision Improvement Agreement approved by and between the City and the Subdivider; and

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

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

1. Subdivision Agreement: The City Council approves the Subdivision Agreement with YC Hopper Ventures, LLC, a California Limited Liability Company, attached hereto as Exhibit "A," and authorizes the City Manager or designee to execute the same on behalf of the City of Yuba City.

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

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

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

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

The foregoing resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 18th day of August, 2026.

AYES:

NOES:

ABSENT:

Marc Boomgaarden, Mayor

ATTEST:

Ciara Wakefield, City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY

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

Exhibit(s):

- A. Subdivision Agreement
- B. Final Map (The Ridge Estates Unit 1 Subdivision, City of Yuba City)

EXHIBIT “A”

Subdivision Agreement
Final Map of The Ridge Estates Unit 1
Subdivision
Page 1

WHEN RECORDED MAIL TO:

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

NO FEE-Government Code §6103

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

SUBDIVISION AGREEMENT
FINAL MAP OF THE RIDGE ESTATES UNIT 1
(Regarding Tentative Map No. 25-01, The Ridge Estates Unit 1 Subdivision)

THIS AGREEMENT is made this _____ day of _____, 20____, by and between the **City of Yuba City**, a general law city, hereinafter referred to as "City," and **YC Hooper Ventures LLC.**, a California Limited Liability Company, located at 4624 Duckhorn Drive, Sacramento, California 95834, hereinafter referred to as "Subdivider" without regard for number or gender, and is effective the date first appearing on the Clerk's Attestation and signature for the City of Yuba City.

RECITALS

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

Lots 1 through 68, inclusive, of the Final Map of The Ridge Estates Unit 1 according to the map thereof recorded on _____, 20____ in Book _____ of Surveys at Page(s) _____, Sutter County Records.

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

C. Section 8-2.809 of the Yuba City City Code ("City Code") requires Subdivider to enter into this Agreement with City whereby Subdivider agrees to do, perform and complete the work and matters required as Conditions of Approval for Tentative Map No. 25-01 dated September 24th, 2025, issued by City and any amendments thereto, hereinafter referred to as "Conditions of Approval", within the time hereinafter specified.

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

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

AGREEMENT

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

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

1. The Subject Property is subject to the following:

a. Time for Performance. The work and improvements required by the Conditions of Approval shall be performed on or before **24 months** of the effective date of this Agreement, except as otherwise specifically set forth in this Agreement. If Subdivider fails to complete such work within such period, City may (but is not required to) complete the same and recover the full cost and expense thereof from Subdivider.

b. Conditions of Approval. The Subject Property shall comply with all Conditions of Approval required by Planning Commission Resolution No. PC 25-06, dated September 24, 2025.

c. Unforeseen Delays and Extension Process. When a delay occurs due to unforeseen causes beyond the control and without the fault or negligence of Subdivider, the time of completion may be extended for a period justified by the effect of such delay on the completion of the work. As a prerequisite for obtaining an extension, Subdivider must file a written request for a time extension with the City's Public Works Director within 24 months of the effective date of this Agreement. The written request should set forth the facts and unforeseen causes giving rise to the delay, and must be accompanied by an updated Cost Estimate approved by the City Engineer. Subdivider must also pay an extension fee, if any, established by the most recent City of Yuba City Fee Schedule ("Fee Schedule") based upon the higher of the initial or revised estimated total improvement cost for the Final Map. The Public Works Director, in said Director's sole and exclusive discretion, may grant an extension of time for completion of improvements by Subdivider. The Public Works Director may also re-assess Performance Security, Payment Security and any other improvement security to increase the amount based upon the updated Cost Estimate and pursuant to the types and percentage amounts set forth in Paragraph 5 of this Agreement. The Public Works Director shall give Subdivider written notice of the Director's determination in writing, including any additional Performance Security, Payment Security or other improvement security amounts. The Director's determination shall be final and conclusive. No extension of this Agreement shall be valid unless Subdivider shall provide City any additional improvement security within 20 business days after written notice of the Superintendent's determination. If no extension of time is granted, City shall refund the extension fee, less the cost of any staff time for processing the application, paid by Subdivider at the time of submittal of the request for extension.

2. Scope of Improvements. Subdivider agrees to construct and install, at Subdivider's sole cost and expense, all of the streets, sidewalks, curbs, gutters, storm drainage facilities, water distribution facilities, sewer collection facilities, street lighting facilities, fire hydrants, landscaping and irrigation, and all other work and improvements depicted or required on the Improvement Plans for the Construction on The Ridge Estates Unit 1 Subdivision (City Drawing No. 5642-D), as approved by the City Engineer, and any approved amendments thereto, any Conditions of Approval required by Planning Commission Resolution No. PC 24-18, dated November 13th, 2024 and in compliance with Chapter 2 of Title 8 of the City Municipal Code and the Subdivision Map Act (hereinafter collectively referred to as "Improvements"), which are incorporated by reference and made a part of this Agreement. Improvements shall be done in accordance with the construction standards contained in the most current edition of the City Standard Specifications and Details and, to the extent not addressed therein, in accordance with the State of California Department of Transportation Standard Plans and Specifications as amended by special provisions approved by the City Engineer.

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

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

Calculations of costs are also based on information submitted by Subdivider to City. Payment of fees and any reimbursements shall be made at the rates and amounts established by the City Code, including pertinent provisions contained in City's Fee Schedule

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

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

7. Security. Prior to the approval by the City Council of the Final Map, Subdivider shall furnish to City the following improvement securities in the amounts set forth in Exhibit A. Improvement security shall be of the type as provided for in Government Code §66499 subject to

review by the City Attorney and approval of the City Council. Bonds shall be by one or more duly authorized corporate sureties licensed to do business in California subject to the approval of City and on forms furnished or approved by City and Certificates of Deposit must be in a form acceptable to the City Attorney.

- a. Performance Security The total amount shall equal 100% of the final Construction Cost Estimate, as approved by the City Engineer, to be conditioned upon the faithful performance of this Agreement. Performance Security shall be in the amount of \$6,793,000.00 and in the form of a bond naming the City of Yuba City as obligee, or a certificate of deposit made payable only to the City of Yuba City, or cash.
- b. Payment Security The total amount shall equal 100% of the final Construction Cost Estimate of probable Cost of Remaining Items of Work, except if such securities is in the form of cash deposit or deposits or instrument of credit, the amount shall be equal to 50% of the total estimated cost of the improvements, as approved by the City Engineer, to secure payment to all contractors and subcontractors performing work on said improvements and all persons furnishing labor, materials or equipment to them for said improvements. Payment Security shall be in the amount of \$6,793,000.00 and in the form of a bond naming the City of Yuba City as obligee, or in the amount of \$3,396,500.00 in the form of a certificate of deposit made payable only to the City of Yuba City, or cash

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

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

10. Warranty Security. To ensure Subdivider complies with its obligations set forth in paragraph 7, on acceptance of the required work by the City Engineer, a maintenance bond serving

as warranty security shall be furnished to the City in the minimum amount of \$679,300.00 which represents ten (10) percent of the total Construction Cost Estimate, including portions of improvements already completed. The warranty security shall serve as a guarantee and warranty of the work for a period of one year following acceptance against any defective work, labor or materials. The warranty security shall be released, less any amount required to be used for fulfillment of the warranty, one year after final acceptance of the subdivision Improvements.

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

12. Indemnification. Subdivider shall be obligated as follows:

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

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

c. If Subdivider should subcontract all or any portion of the work to be performed under this Agreement, Subdivider shall require each subcontractor to indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers in accordance with the terms of paragraphs "a" and "b" of this Section.

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

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

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

a. COMMERCIAL GENERAL LIABILITY insurance, which shall be at least as broad as the most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01 and shall include insurance for bodily injury, property damage, and personal and advertising injury with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, contractual liability (including indemnity obligations under this Agreement), with limits of liability of not less than \$2,000,000 per occurrence for bodily injury and property damage, \$2,000,000 per occurrence for personal and advertising injury and \$2,000,000 aggregate for products and completed operations, and \$2,000,000 general aggregate.

b. COMMERCIAL AUTOMOBILE LIABILITY insurance, which shall be at least as broad as the most current version of Insurance Services Office (ISO) Business Auto Coverage Form CA 00 01 and shall include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Section 1, subsection A.1 entitled "Any Auto"),

with combined single limits of liability of not less than \$2,000,000 per accident for bodily injury and property damage.

c. PROFESSIONAL LIABILITY (Errors and Omissions) insurance appropriate to the respective person's profession (applicable only to those subcontractors who are providing Professional Services to Subdivider), with limits of liability of not less than \$1,000,000 per claim/occurrence and \$2,000,000 policy aggregate.

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

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

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

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

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

Subdivider shall have furnished City with the certificate(s) and applicable endorsements for ALL required insurance prior to City's execution of the Agreement.

Subdivider shall furnish City with copies of the actual policies upon the request of City Attorney or the City Clerk at any time during the life of the Agreement or any extension, and this requirement shall survive termination or expiration of this Agreement.

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

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

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

14. Payment for Materials and Supplies. Subdivider and Subdivider's subcontractors shall pay for any materials, provisions, and other supplies used in, upon, for, or about the performance of the Improvements contracted to be done, and for any work or labor thereon of any kind, and for amounts due under the Unemployment Insurance Act of the State of California, with

respect to such work or labor and shall file with City pursuant to Section 3800 of the California Labor Code, as may be amended, a Certificate of Workers Compensation and shall maintain a valid policy of Workers Compensation Insurance for the duration of the period of construction.

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

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

17. Inspections. Whenever Subdivider varies the period during which work is carried on each day, Subdivider shall give due notice to the City Engineer so that proper inspection may be provided. If Subdivider fails to duly notify City as herein required, any work done in the absence of the City Engineer will be subject to rejection. Inspection of the Improvements by City shall not relieve Subdivider of any obligation to fulfill the Agreement as prescribed. Defective work shall be made good, and unsuitable materials may be rejected, notwithstanding the fact that such defective work and unsuitable materials have been previously overlooked by the City Engineer or City Inspector and accepted.

18. Dust Control. Adequate dust control shall be maintained by Subdivider on all streets within and without the subdivision on which work is required to be done under this Agreement from the time work is first commenced in the subdivision until the paving of the streets is completed. "Adequate dust control" as used herein shall mean the sprinkling of the streets with water or the laying of an approved dust palliative thereon with sufficient frequency to prevent the scattering of dust by wind or the activity of vehicles and equipment onto any street area or private property adjacent to the subdivision in strict compliance with all rules and regulations established by the Feather River Air Quality Management District. Whenever in the opinion of the City

Engineer adequate dust control is not being maintained on any street or streets as required by this paragraph, the City Engineer shall give notice to Subdivider to comply ("Notice to Comply") with the provisions of this paragraph forthwith. If in the opinion of the City Engineer Subdivider's failure to comply with the provisions of this paragraph is having an immediate and significant impact on the public's health, safety and welfare, the City Engineer may immediately issue a stop work order until City receives reasonable assurances Subdivider shall comply with the provisions of this paragraph forthwith. Such notices, Notice to Comply and stop-work orders may be personally served upon Subdivider. If Subdivider is not an individual, such notices, Notice to Comply and stop-work orders may be served upon (i) any person who has signed this Agreement on behalf of Subdivider; (ii) upon any officer, manager or trustee of Subdivider; or (iii) at the election of the City Engineer, such notices and stop-work orders may be served by mailed to Subdivider at Subdivider's address on file with the City Engineer. If the City Engineer has issued a Notice to Comply, and Subdivider has failed to commenced adequate dust control or fails to maintain adequate dust control at any time thereafter, within twenty-four hours after personal service of the Notice to Comply or within forty-eight hours after the mailing thereof, the City Engineer may, without further notice of any kind, cause any such street or streets to be sprinkled or oiled, as the City Engineer may deem advisable to eliminate the scattering of dust, by equipment and personnel of City or by contract as the City Engineer shall determine. City may bill Subdivider for the entire cost to City of such sprinkling or treating, including equipment, material and staff time, as well as any other time or costs associated with the issuance with the elimination of the scattering of the dust including the Notice to Comply. Subdivider shall promptly pay to City the entire billed cost to City of such sprinkling or treating. When the surfacing on any existing street is disturbed, this surfacing shall be replaced with temporary or permanent surfacing within fourteen calendar days, and the roadway shall be maintained in a safe and passable condition at all times between the commencement and final completion, and adequate dust control shall be maintained during these operations.

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

20. Covenants Affecting Land Development. None

21. Compliance with Conditions of Approval; Easements. In addition to the Covenants affecting land development, if any, Subdivider shall comply with all Conditions of Approval set forth in the Conditions of Approval for Tentative Map No. 25-01 dated September 24, 2025, and any amendments thereto, not already fully completed or performed as of the date of the approval of the Final Map and which are not otherwise set forth in this Agreement. Compliance shall include, but is not limited to, any condition to convey to a specific party a fee interest or easement in any parcels in the Subject Property upon Subdivider's completion of all required improvements to said parcels. Subdivider's compliance with such conditions shall be completed within a reasonable time as determined by City, in City's sole discretion, commencing upon the City Engineer sending written notice to Subdivider of the outstanding condition and time in which Subdivider is required to comply, and Subdivider shall timely comply.

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

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

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

25. Attorney's Fees and Legal Expenses. If either party is required to commence any proceeding or legal action to enforce or interpret any term or condition of this Agreement, the

prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses. For the purposes of this Agreement, "attorneys' fees" and "legal expenses" include, without limitation, paralegals' fees and expenses, attorneys, consultants fees and expenses, expert witness fees and expenses, and all other expenses incurred by the prevailing party's attorneys in the course of the representation of the prevailing party in anticipation of and/or during the course of litigation, whether or not otherwise recoverable as "attorneys' fees" or as "costs" under California law, and the same may be sought and awarded in accordance with California procedure as pertaining to an award of contractual attorneys' fees.

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

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

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

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

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

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

32. Captions. Section, paragraph and other captions or headings contained in this Agreement are inserted as a matter of convenience and for reference, and in no way define, limit,

extend or otherwise describe the scope or intent of the Agreement or any provision hereof and shall not affect in any way the meaning or interpretation of this Agreement.

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

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

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

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

37. Acknowledgement of Content. Each party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by written instrument duly authorized and executed by both City and Subdivider.

[Signatures on Next Page]

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

CITY OF YUBA CITY,
a General Law City

By: _____
Robert Bendorf, City Manager

SUBDIVIDER

ATTEST

YC Hooper Ventures, LLC, a California Limited
Liability Company

By: _____
Ciara Wakefield, City Clerk Administrator

By: See below
President

Dated: _____

APPROVED AS TO FORM:

Dated: _____

By: _____
Shannon L. Chaffin,
City Attorney

*(Attach Notary Acknowledgments)

YC HOOPER VENTIURES, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

SUCCESSOR MANAGERS:

RP-TX, LLC, A TEXAS LIMITED LIABILITY COMPANY, CO-MANAGER

Randeep Pabla
BY: RANDEEP PABLA TITLE: MANAGING MEMBER

EKTA PROPERTIES, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, CO-MANAGER

Scott Robbins
BY: SCOTT ROBBINS TITLE: MANAGING MEMBER

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Placer

On August 25, 2026 before me, M. Romanishin, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature

M. Romanishin

(Seal)



Attachments:

Exhibit A: Planning Commission Resolution No. PC 25-06 Conditions of Approval

Exhibit B: Impact Fees and Other Fees Payable by Subdivider

Exhibit C: Fee Credits and Reimbursements Payable by City

EXHIBIT A

**PLANNING COMMISSION RESOLUTION NO. PC 25-01 CONDITIONS OF
APPROVAL**

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

EXHIBIT B

IMPACT FEES AND OTHER FEES PAYABLE BY SUBDIVIDER

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

(1) Public Improvement Plan Check and Inspection Fee:

(a) 4% of the estimated total construction cost to \$2,000,000.00
 $\$2,000,000.00 \times .04 =$ \$80,000.00

(b) 3% of the estimated total construction cost above \$2,000,000.00
 $\$4,793,000 \times .03 =$ \$143,790.00

Less fees paid on Building Permit BLD26-00902 -\$0.00

SUBTOTAL (A) \$223,790.00

(2) Sewer Extension Fees

Developer constructing onsite sewer main. \$0.00

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

Deferred until application for building permits are filed. \$0.00

(4) Water Extension Fees

Developer constructing onsite water main. \$0.00

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

Deferred until application for building permits are filed. \$0.00

(6) Drainage Fees (per Sutter County Zones of Benefit No. 4 and 6) \$0.00

SUBTOTAL (B) \$0.00

TOTAL FEES PAYABLE BY SUBDIVIDER

SUBTOTAL (A) + SUBTOTAL (B) = \$223,790.00

EXHIBIT C

FEE CREDITS AND REIMBURSEMENTS PAYABLE BY CITY

- (1) Cost to oversize water main in El Margarita Road (8" to 12")

	Quantity	Unit	8" Unit Price	8" Amount	12" Unit Price	12" Amount	Difference
Water Main	668	LF	\$110	\$73,480	\$155	\$103,540	\$30,060
Valves	6	EA	\$3,900	\$23,400	\$6,200	\$37,200	\$13,800

- (2) Cost to oversize sewer main in El Margarita Road (8" to 12")

	Quantity	Unit	8" Unit Price	8" Amount	12" Unit Price	12" Amount	Difference
Sewer Main	667	LF	\$100	\$66,700	\$120	\$80,040	\$13,340

- (3) Cost to improve El Margarita Road (Road Fee Program)

Right of Way Dedication: 19,929 SF x \$4.50/SF = \$89,680.50

Utility Construction: To be determined at time of Building Permit

Roadway Construction: \$422,724.84, per City-approved Engineer's Estimate

Total Roadway Credit: \$512,405.34

TOTAL FEE CREDITS

Sewer: \$13,340

Water: \$43,860

Road: \$512,405.34, plus Utility Construction

Total: \$569,605.34

EXHIBIT B

CERTIFICATE FOR FEE DEDICATION

- A.) OWNER'S NAME AND ADDRESS:
YC HOOPER VENTURES, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY
4624 DUCKHORN DRIVE
SACRAMENTO, CA 95834
- B.) PROPERTY BEING DEDICATED:
1. BEING ALL THAT REAL PROPERTY AS SHOWN IN THE OWNER'S OFFER OF DEDICATION.
- C.) THE CITY OF YUBA CITY SHALL RECONVEY THE ABOVE-DESCRIBED PROPERTY TO THE ABOVE-NAMED OWNER, OR SUCCESSOR IN INTEREST, IF THE CITY DETERMINES PURSUANT TO GOVERNMENT CODE SECTION 66477.5 THAT THE SAME PUBLIC PURPOSE FOR WHICH THE PROPERTY WAS DEDICATED DOES NOT EXIST, OR THE PROPERTY OR ANY PORTION THEREOF IS NOT NEEDED FOR PUBLIC UTILITIES.

THIS PROPERTY IS SUBJECT TO

1. ASSESSMENT FROM COMMUNITY FACILITIES DISTRICT (CFD) 2021-1, RESOLUTION NUMBER _____, RECORDED AS DOCUMENT NO. _____ ON _____, OFFICIAL RECORDS OF SUTTER COUNTY.
2. ASSESSMENT FROM YUBA CITY LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO.5, ZONE OF BENEFIT K-18, RECORDED AS DOCUMENT NO. _____ ON _____, OFFICIAL RECORDS OF SUTTER COUNTY.
3. ANY STREET, DRAINAGE, PUBLIC UTILITY, OR OTHER EASEMENTS AFFECTING THE PROPERTY.
4. CITY OF YUBA CITY PLANNING COMMISSION RESOLUTION NO. PC-25-06 (REGARDING CONDITIONS OF APPROVAL FOR TENTATIVE SUBDIVISION MAP 25-01) APPROVED SEPTEMBER 24, 2025 AND RECORDED AS DOCUMENT NO. _____ ON _____, OFFICIAL RECORDS OF SUTTER COUNTY.
5. SUBDIVISION AGREEMENT FINAL MAP OF THE RIDGE ESTATES (REGARDING TENTATIVE MAP NO. 25-01, THE RIDGE ESTATES SUBDIVISION) RECORDED AS DOCUMENT NO. _____ ON _____, OFFICIAL RECORDS OF SUTTER COUNTY.

PLANNER'S STATEMENT

THIS MAP HAS BEEN EXAMINED THIS _____ DAY OF _____, 2026, FOR CONFORMANCE WITH THE APPROVED TENTATIVE MAP AND THE CONDITIONS OF APPROVAL THEREOF AS APPROVED BY THE YUBA CITY PLANNING COMMISSION ON SEPTEMBER 24, 2025.

PLANNING DIVISION
CITY OF YUBA CITY
STATE OF CALIFORNIA

CITY CLERK CERTIFICATE

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

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

CIARA WAKEFIELD
CITY CLERK, CITY OF YUBA CITY

DEPUTY CITY CLERK, CITY OF YUBA CITY

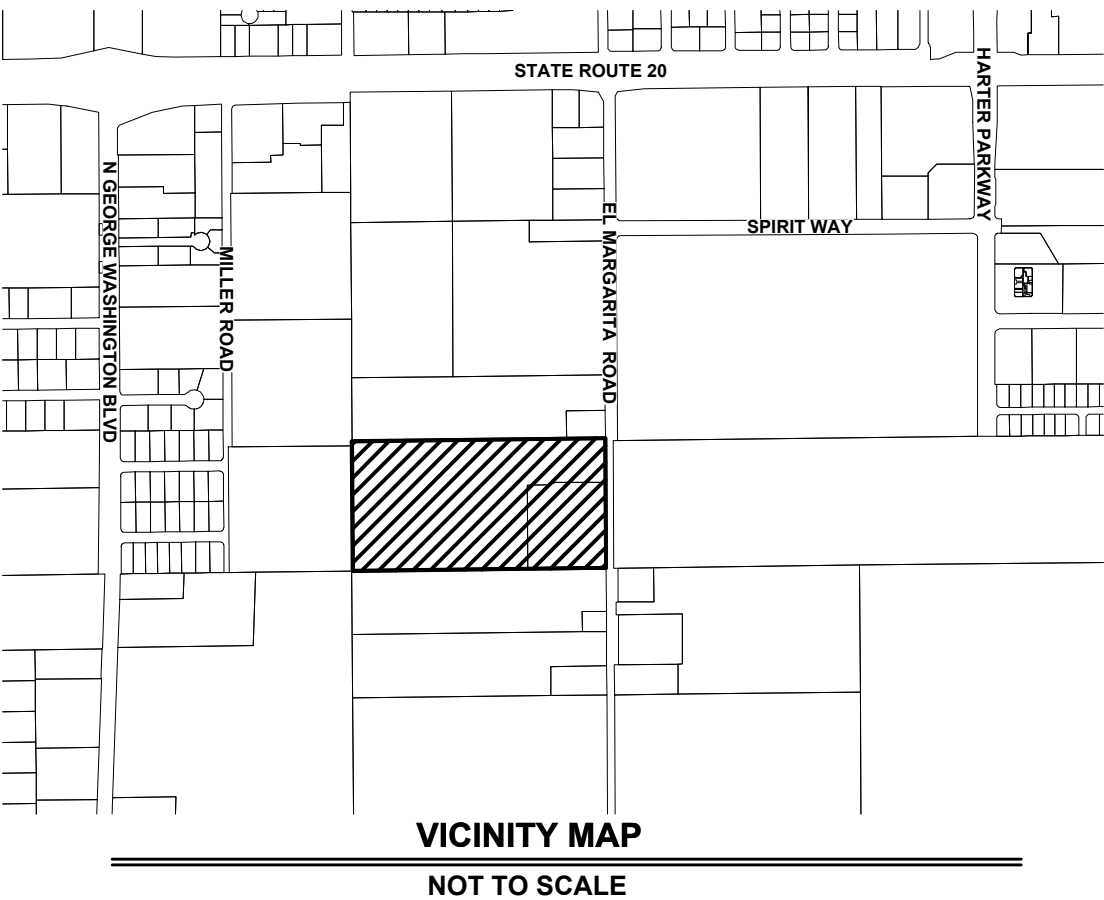
COUNTY TAX COLLECTOR'S STATEMENT

I, NICHOLAS F. VALENCIA, TAX COLLECTOR FOR THE COUNTY OF SUTTER, STATE OF CALIFORNIA, DO HEREBY CERTIFY PURSUANT TO GOVERNMENT CODE SEC. 66492 THAT THE RECORDS OF MY OFFICE SHOW THAT THERE ARE NO LIENS AGAINST THE LANDS SHOWN HEREON OR ANY PART THEREOF FOR UNPAID TAXES OR SPECIAL ASSESSMENTS. AS TO LIENS FOR TAXES NOT YET PAYABLE, I ESTIMATE THAT THERE ARE TAXES IN THE AMOUNT OF \$ _____ FOR 2026-2027, WHICH ARE A LIEN BUT NOT YET PAYABLE. I CERTIFY PURSUANT TO GOVERNMENT CODE SEC. 66493 THAT SECURITY HAS BEEN DEPOSITED WITH THE COUNTY CONDITIONED UPON THE PAYMENT OF SAID TAXES NOT YET PAYABLE.

ASSESSOR'S PARCEL NOS. 062-010-136-000
& 062-010-137-000

DATE: _____

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



SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FILED SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF YC HOOPER VENTURES, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, ON JANUARY 1, 2026. I HEREBY STATE THAT THIS MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP; THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

JOHN S. MALLEN
P.L.S. 8457

CITY ENGINEER'S STATEMENT

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

DATE: _____

JOSHUA WOLFFE
CITY ENGINEER, R.C.E. 92911

CITY SURVEYOR'S STATEMENT

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

DATE: _____

PRINT NAME: _____

CITY SURVEYOR, P.L.S. _____

RECORDER'S CERTIFICATE

FILED THIS _____ DAY OF _____, 2026, AT _____ .M. IN BOOK _____ OF SURVEYS, AT PAGE _____ AT THE REQUEST OF MHM INC.

DONNA M. JOHNSTON
SUTTER COUNTY RECORDER

BY: _____
DEPUTY

FILE NO. _____ FEE PD. _____

THE RIDGE ESTATES - UNIT 1
CITY OF YUBA CITY

BEING A PORTION OF LOTS 7 AND 8, OF "PLAT OF EL MARGUERITA COLONY", FILED IN BOOK 2 OF SURVEYS AT PAGE 40 AND AT PAGE 47, LYING WITHIN THE NORTHWEST ONE-QUARTER OF SECTION 20, TOWNSHIP 15 NORTH, RANGE 3 EAST, M.D.M

COUNTY OF SUTTER
CALIFORNIA

PREPARED BY: MHM INC. 1204 "E" STREET, MARYSVILLE, CA 95901
24223

SEPTEMBER 2026
SHEET 1 OF 4

OWNER'S STATEMENT

WE, THE UNDERSIGNED, YC HOOPER VENTURES, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, AS HOLDER OF RECORD TITLE INTERESTS, OF THE HEREIN SUBDIVIDED LANDS, HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS PLAT OF "THE RIDGE ESTATES - UNIT 1" AND OFFER FOR DEDICATION AND DO PARTICIPATE IN SAID OFFER OF DEDICATION AND DO HEREBY DEDICATE THE FOLLOWING:

- 1. 23' STRIPS OF LAND IN FEE TITLE INDICATED ON SAID PLAT AND DESIGNATED AS BALKOWITSCH DRIVE, ESCALANTE DRIVE, FLORENCIO DRIVE AND SETH WAY, AS WELL AS 49.5' STRIPS OF LAND IN FEE TITLE INDICATED ON SAID PLAT AND DESIGNATED AS EL MARGARITA ROAD.
- 2. EASEMENTS INDICATED AS 10.0' AND 12.0' PUE (PUBLIC UTILITY EASEMENT) FOR, BUT NOT LIMITED TO ELECTRICAL, WATER, SEWER, GAS, STORM DRAINAGE, COMMUNICATIONS SERVICES, AND ALL APPURTENANCES THERETO. OWNER EXPRESSLY COVENANTS NOT TO UNREASONABLY RESTRICT, OBSTRUCT OR INTERFERE WITH SAID PUBLIC UTILITY EASEMENT OR THE USE THEREOF BY THE CITY, ITS AGENTS OR ANY FRANCHISEE
- 3. EASEMENT FOR ACCESS TO AND THE MAINTENANCE OF A WALL AND FOOTINGS AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND GENERALLY 2 FEET IN WIDTH LYING CONTIGUOUS TO LOTS 12-13, 34-35 AND 56-57, DESIGNATED AS "2' W.E." WALL EASEMENT.

YC HOOPER VENTURES, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

SUCCESSOR MANAGERS:

RP-TX, LLC, A TEXAS LIMITED LIABILITY COMPANY, CO-MANAGER

BY: RANDEEP SINGH PABLA TITLE: MANAGING MEMBER

EKTA PROPERTIES, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, CO-MANAGER

BY: SCOTT ROBBINS TITLE: MANAGING MEMBER

ACKNOWLEDGMENT

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

STATE OF COUNTY OF }ss

ON BEFORE ME , NOTARY PUBLIC, PERSONALLY APPEARED

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

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

WITNESS MY HAND.

SIGNATURE OF NOTARY

NOTARY'S NAME

MY COMMISSION NUMBER

MY COMMISSION EXPIRES

PRINCIPAL PLACE OF BUSINESS (County)

ACKNOWLEDGMENT

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

STATE OF COUNTY OF }ss

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NOTARY'S NAME

MY COMMISSION NUMBER

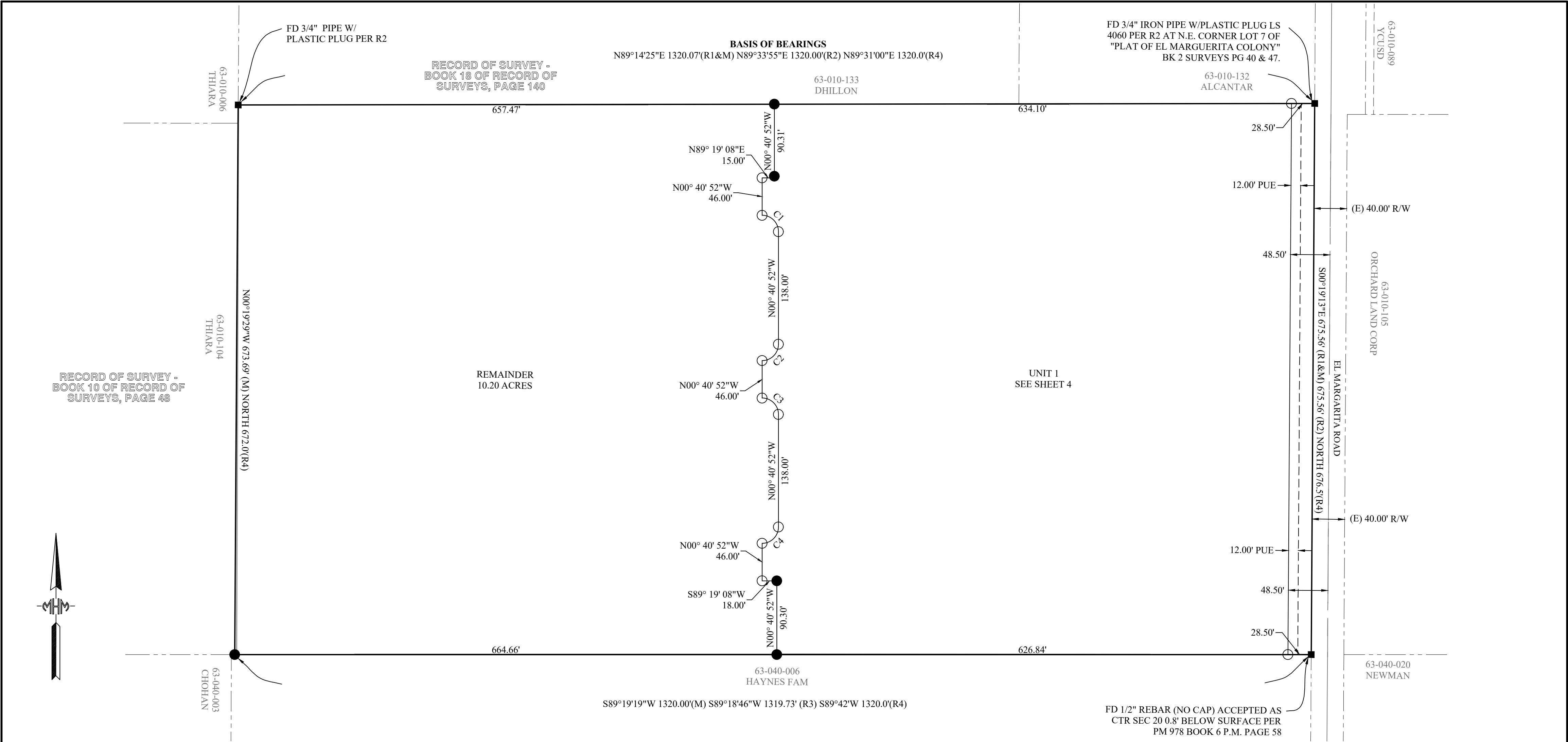
MY COMMISSION EXPIRES

PRINCIPAL PLACE OF BUSINESS (County)

THE RIDGE ESTATES - UNIT 1
CITY OF YUBA CITY

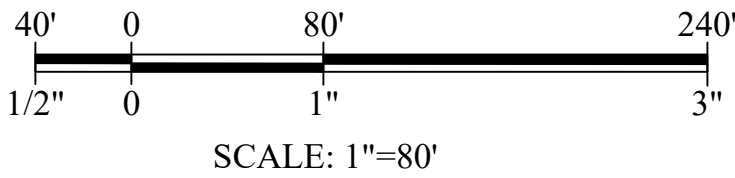
BEING A PORTION OF LOTS 7 AND 8, OF "PLAT OF EL MARGUERITA COLONY", FILED IN BOOK 2 OF SURVEYS AT PAGE 40 AND AT PAGE 47, LYING WITHIN THE NORTHWEST ONE-QUARTER OF SECTION 20, TOWNSHIP 15 NORTH, RANGE 3 EAST, M.D.M

COUNTY OF SUTTER SEPTEMBER 2026
CALIFORNIA
PREPARED BY: MHM INC. 1204 "E" STREET, MARYSVILLE, CA 95901
24223 SHEET 2 OF 4



RECORD REFERENCES

- (R1) RECORD OF SURVEY-
BOOK 18 OF RECORD OF SURVEYS, PAGE 140
- (R2) PARCEL MAP NO. 506-
BOOK 3 OF PARCEL MAPS, PAGE 56
- (R3) RECORD OF SURVEY -
BOOK 10 OF RECORD OF SURVEYS, PAGE 48
- (R4) PLAT OF EL MARGUERITA COLONY -
BOOK 2 OF SURVEYS, PAGE 47



BASIS OF BEARINGS

THE BEARINGS FOR THIS SURVEY MATCH THOSE SHOWN ON THAT RECORD OF SURVEY RECORDED IN BOOK 18 OF RECORD OF SURVEYS, PG 140, SUTTER COUNTY OFFICIAL RECORDS, BASED ON FOUND MONUMENTS SHOWN.

SUBDIVIDED AREA = 20.44 ACRES

LOTS = 7.35 ACRES
ROADS = 2.89 ACRES
REMAINDER = 10.20 ACRES

Unit 1 Curve Table			
Curve #	Length	Radius	Delta
C1	31.42'	20.00'	090°00'00"
C2	31.42'	20.00'	090°00'00"
C3	31.42'	20.00'	090°00'00"
C4	31.42'	20.00'	090°00'00"

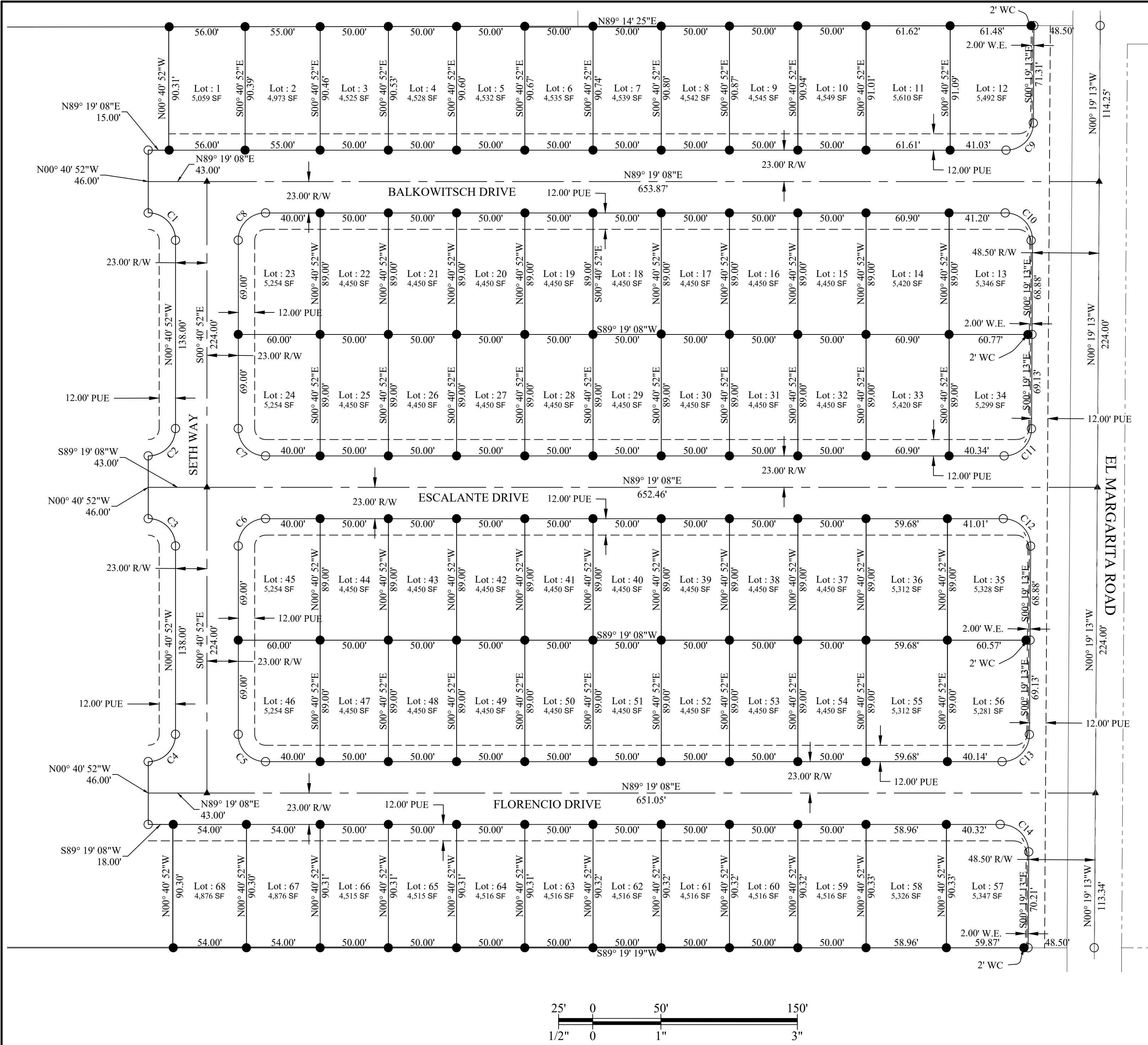
LEGEND

- WC WITNESS CORNER
- () EMBRACES RECORD DATA
- R/W RIGHT OF WAY
- PUE PUBLIC UTILITY EASEMENT
- PSE PUBLIC SERVICE EASEMENT
- W.E. WALL EASEMENT
- M MEASURED
- SF SQUARE FEET
- (B.O.B.) BASIS OF BEARINGS
- FOUND 5/8" REBAR W / CAP LS 8457 PER R1
- SET 5/8" REBAR W / CAP LS 8457
- CALCULATED POINT - NOTHING FOUND OR SET
- △ FOUND STANDARD CENTERLINE MONUMENT
- ▲ SET STANDARD CENTERLINE MONUMENT STAMPED LS8457

THE RIDGE ESTATES - UNIT 1
CITY OF YUBA CITY

BEING A PORTION OF LOTS 7 AND 8, OF "PLAT OF EL MARGUERITA COLONY", FILED IN BOOK 2 OF SURVEYS AT PAGE 40 AND AT PAGE 47, LYING WITHIN THE NORTHWEST ONE-QUARTER OF SECTION 20, TOWNSHIP 15 NORTH, RANGE 3 EAST, M.D.M

COUNTY OF SUTTER
CALIFORNIA
PREPARED BY: MHM INC. 1204 "E" STREET, MARYSVILLE, CA 95901
24223
SEPTEMBER 2026
SHEET 3 OF 4



SUBDIVIDED AREA = 20.44 ACRES

LOTS = 7.35 ACRES

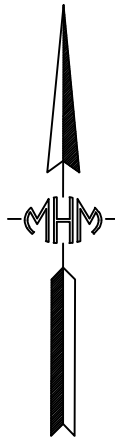
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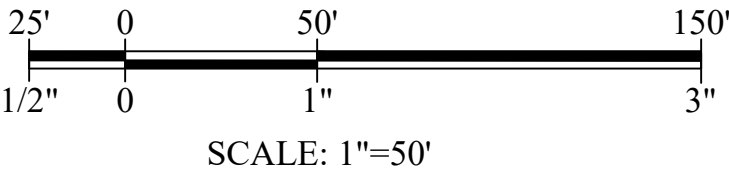
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C3	31.42'	20.00'	090°00'00"
C4	31.42'	20.00'	090°00'00"
C5	31.42'	20.00'	090°00'00"
C6	31.42'	20.00'	090°00'00"
C7	31.42'	20.00'	090°00'00"
C8	31.42'	20.00'	090°00'00"
C9	31.29'	20.00'	089°38'21"
C10	31.54'	20.00'	090°21'39"
C11	31.29'	20.00'	089°38'21"
C12	31.52'	20.06'	090°01'53"
C13	31.27'	20.05'	089°19'50"
C14	31.52'	20.05'	090°04'10"



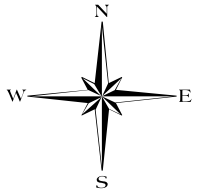
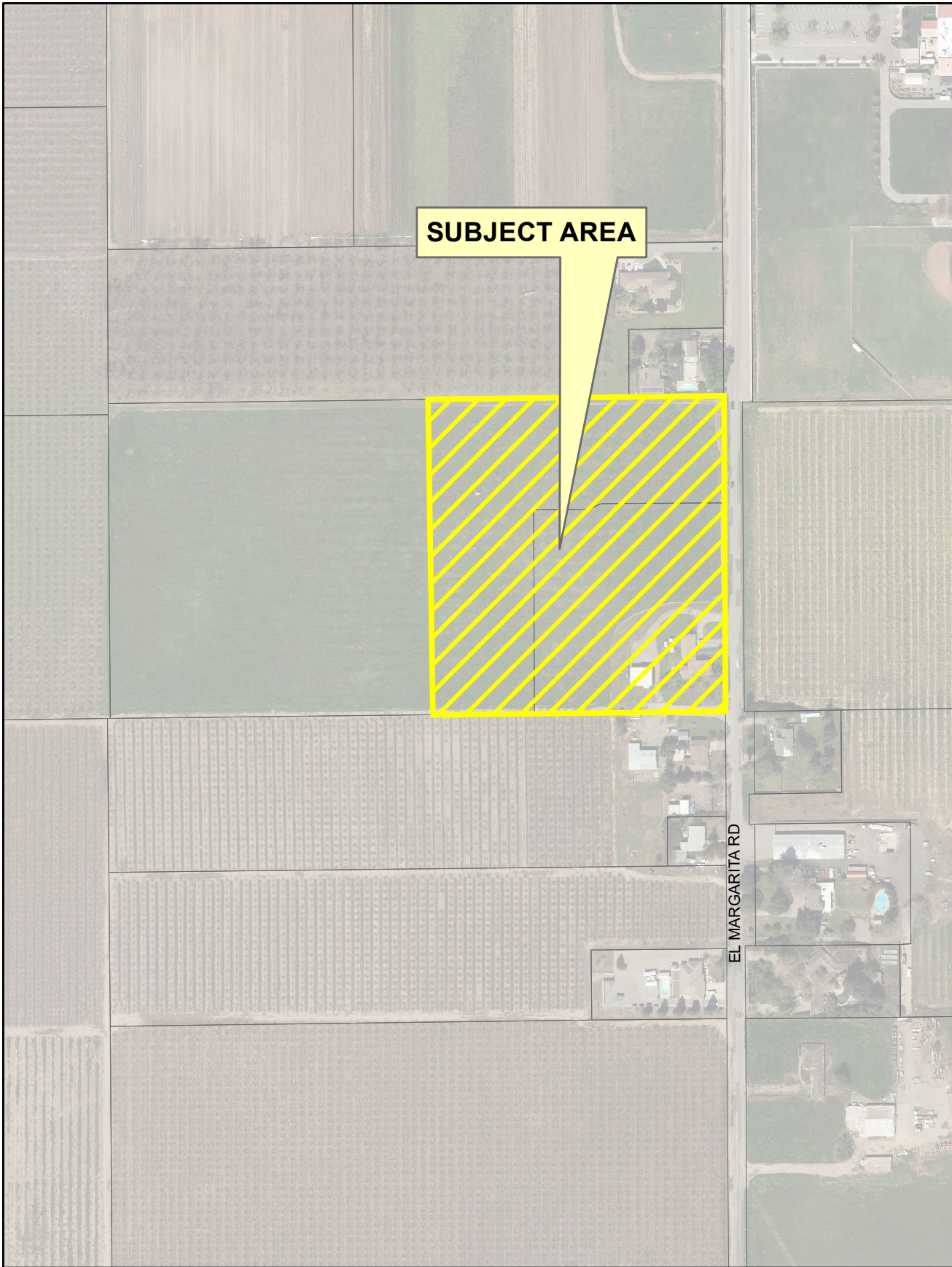
THE RIDGE ESTATES - UNIT 1
CITY OF YUBA CITY

BEING A PORTION OF LOTS 7 AND 8, OF "PLAT OF EL MARGUERITA COLONY", FILED IN BOOK 2 OF SURVEYS AT PAGE 40 AND AT PAGE 47, LYING WITHIN THE NORTHWEST ONE-QUARTER OF SECTION 20, TOWNSHIP 15 NORTH, RANGE 3 EAST, M.D.M

COUNTY OF SUTTER
CALIFORNIA
PREPARED BY: MHM INC. 1204 "E" STREET, MARYSVILLE, CA 95901
24223
SEPTEMBER 2026
SHEET 4 OF 4



ATTACHMENT 2



Location Map: The Ridge Estates Unit 1
Tentative Subdivision Map 25-01

1 inch = 300 feet

CITY OF YUBA CITY
STAFF REPORT

Date: September 15, 2026
To: Honorable Mayor & Members of the City Council;
From: Public Works Department
Presentation By: Joshua Wolffe, Public Works Director

Summary

Subject: The Ridge Estates Unit 2 – Subdivision Agreement and Final Map Approval
Recommendation: Adopt a Resolution approving the execution of a Subdivision Agreement with YC Hooper Ventures, LLC, a California Limited Liability Company providing for public improvements associated with The Ridge Estates Unit 2 Subdivision Map, approving The Ridge Estates Unit 2 Subdivision Final Map, accepting dedication of rights-of-way and easements shown thereon, and authorizing the filing of the map [Subdivision is located on El Margarita Road approximately 1,850 feet south of State Route 20.]
Fiscal Impact: Costs and reimbursements in accordance with proposed Subdivision Agreement

Purpose:

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

Strategic Focus Area:

This supports multiple City Strategic Focus Areas as the development provides for public safety and new infrastructure in a fiscally responsible and business friendly manner.

Background:

On September 24, 2025, the Planning Commission approved Tentative Map 25-01, The Ridge Estates Unit 2 Subdivision, to subdivide 10.2 acres into 73 single family residential parcels located on El Margarita Road approximately 1,850 feet south of State Route 20 (Attachment 2). The proposed lot sizes range from 4,450 square feet to 5,380 square feet.

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

Analysis:

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

- Tentative Map – The applicant submits a tentative map to the Development Services Department, which is then routed to all City Departments and other agencies for review, comment, and establishment of the Conditions of Approval. Upon preparation of the Conditions of Approval and the environmental document, the map is taken to the Planning Commission for approval. The tentative map for the subject project was approved by the Planning Commission on September 24, 2025.
- Final Map – Upon approval of the tentative map, the applicant submits a Final Map package which includes the Final Map and public improvement plans. If the applicant chooses to file the map prior to the construction of the public improvements, the City requires the execution of a Subdivision Agreement guaranteeing that the improvements will be constructed through the collection of security, such as bonds or a letter of credit.
- Council Approval – Once it is determined that the Final Map is correct and the Conditions of Approval have been met, the map is taken to the City Council for consideration and approval.
- Recordation of the Final Map – Upon Council approval, the City Clerk certifies the action on the map and it is submitted to the Sutter County Recorder for recordation.

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

With the recordation of the Final Map, the determined right-of-way and utility easements will be dedicated to the City. Road dedications include Florencio Drive, Escalante Drive, Balkowitsch Drive, and Luis Way.

Fiscal Impact:

Costs and reimbursements for the public improvements are specified through the proposed Agreement. Exhibit B of the Agreement identifies the fees owed by the Developer to the City at the time of execution of the Agreement. Those fees include plan check and inspection fees, as well as water main hot tap fees, totaling \$151,444.76, as well as several utility fees that are deferred until the time building permits are filed for individual home construction.

Alternatives:

Delay or modify the recommended actions of approving a Subdivision Agreement or Final Map for The Ridge Estates Unit 2 Subdivision.

Recommendation:

Adopt a Resolution approving the execution of a Subdivision Agreement with YC Hooper Ventures, LLC, a California Limited Liability Company, providing for public improvements associated with The Ridge Estates Unit 2 Subdivision Map, approving The Ridge Estates Unit 2 Final Map, accepting dedication of rights-of-way and easements shown thereon, and authorizing the filing of the map. [Subdivision is located on El Margarita Road approximately 1,850 feet south of State Route 20.]

Attachments:

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

3. Attachment 1 - Exhibit B - Final Map
4. Attachment 2 - Location Map

Prepared By:
Kevin Bradford
Deputy Public Works Director

Submitted By:
Robert Bendorf
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
APPROVING A SUBDIVISION AGREEMENT WITH YC HOOPER VENTURES, LLC, A
CALIFORNIA LIMITED LIABILITY COMPANY, FOR THE RIDGE ESTATES UNIT 2
SUBDIVISION, APPROVING THE RIDGE ESTATES UNIT 2 SUBDIVISION FINAL
MAP SUBDIVIDING LAND INTO 73 PARCELS TO CONSTRUCT SINGLE-FAMILY
RESIDENTIAL BUILDINGS, ACCEPTING FOR DEDICATION THE PUBLIC RIGHT-
OF-WAY AND UTILITY EASEMENTS SHOWN THEREON, AND AUTHORIZING THE
FILING OF THE MAP**

WHEREAS, YC Hopper Ventures, LLC, a California Limited Liability Company ("Subdivider") owns certain property as identified on Exhibit "B" and has offered for approval a Final Map designated as "The Ridge Estates Unit 2 Subdivision" ("final map"), pursuant to approved Tentative Map for The Ridge Estates Unit 2 Subdivision ("tentative map"); and

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

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

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

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

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

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

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

WHEREAS, required public improvements have not been completed by the subdivider as of the filing of the final map, and all required public improvements shall be

required to be completed in accordance with a Subdivision Improvement Agreement approved by and between the City and the Subdivider; and

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

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

1. Subdivision Agreement: The City Council approves the Subdivision Agreement with YC Hopper Ventures, LLC, a California Limited Liability Company, attached hereto as Exhibit "A," and authorizes the City Manager or designee to execute the same on behalf of the City of Yuba City.

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

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

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

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

The foregoing resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 18th day of August, 2026.

AYES:

NOES:

ABSENT:

Marc Boomgaarden, Mayor

ATTEST:

Ciara Wakefield, City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY

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

Exhibit(s):

- A. Subdivision Agreement
- B. Final Map (The Ridge Estates Unit 2 Subdivision, City of Yuba City)

EXHIBIT “A”

Subdivision Agreement
Final Map of The Ridge Estates Unit 2
Subdivision
Page 1

WHEN RECORDED MAIL TO:

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

NO FEE-Government Code §6103

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

SUBDIVISION AGREEMENT
FINAL MAP OF THE RIDGE ESTATES UNIT 2
(Regarding Tentative Map No. 25-01, The Ridge Estates Unit 2 Subdivision)

THIS AGREEMENT is made this _____ day of _____, 20____, by and between the **City of Yuba City**, a general law city, hereinafter referred to as "City," and **YC Hooper Ventures LLC.**, a California Limited Liability Company, located at 4624 Duckhorn Drive, Sacramento, California 95834, hereinafter referred to as "Subdivider" without regard for number or gender, and is effective the date first appearing on the Clerk's Attestation and signature for the City of Yuba City.

RECITALS

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

Lots 1 through 73, inclusive, of the Final Map of The Ridge Estates Unit 2 according to the map thereof recorded on _____, 20____ in Book _____ of Surveys at Page(s) _____, Sutter County Records.

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

C. Section 8-2.809 of the Yuba City City Code ("City Code") requires Subdivider to enter into this Agreement with City whereby Subdivider agrees to do, perform and complete the work and matters required as Conditions of Approval for Tentative Map No. 25-01 dated September 24, 2025 issued by City and any amendments thereto, hereinafter referred to as "Conditions of Approval", within the time hereinafter specified.

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

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

AGREEMENT

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

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

1. The Subject Property is subject to the following:

a. Time for Performance. The work and improvements required by the Conditions of Approval shall be performed on or before **24 months** of the effective date of this Agreement, except as otherwise specifically set forth in this Agreement. If Subdivider fails to complete such work within such period, City may (but is not required to) complete the same and recover the full cost and expense thereof from Subdivider.

b. Conditions of Approval. The Subject Property shall comply with all Conditions of Approval required by Planning Commission Resolution No. PC 25-06, dated September 24th, 2025.

c. Unforeseen Delays and Extension Process. When a delay occurs due to unforeseen causes beyond the control and without the fault or negligence of Subdivider, the time of completion may be extended for a period justified by the effect of such delay on the completion of the work. As a prerequisite for obtaining an extension, Subdivider must file a written request for a time extension with the City's Public Works Director within 24 months of the effective date of this Agreement. The written request should set forth the facts and unforeseen causes giving rise to the delay, and must be accompanied by an updated Cost Estimate approved by the City Engineer. Subdivider must also pay an extension fee, if any, established by the most recent City of Yuba City Fee Schedule ("Fee Schedule") based upon the higher of the initial or revised estimated total improvement cost for the Final Map. The Public Works Director, in said Director's sole and exclusive discretion, may grant an extension of time for completion of improvements by Subdivider. The Public Works Director may also re-assess Performance Security, Payment Security and any other improvement security to increase the amount based upon the updated Cost Estimate and pursuant to the types and percentage amounts set forth in Paragraph 5 of this Agreement. The Public Works Director shall give Subdivider written notice of the Director's determination in writing, including any additional Performance Security, Payment Security or other improvement security amounts. The Director's determination shall be final and conclusive. No extension of this Agreement shall be valid unless Subdivider shall provide City any additional improvement security within 20 business days after written notice of the Superintendent's determination. If no extension of time is granted, City shall refund the extension fee, less the cost of any staff time for processing the application, paid by Subdivider at the time of submittal of the request for extension.

2. Scope of Improvements. Subdivider agrees to construct and install, at Subdivider's sole cost and expense, all of the streets, sidewalks, curbs, gutters, storm drainage facilities, water distribution facilities, sewer collection facilities, street lighting facilities, fire hydrants, landscaping and irrigation, and all other work and improvements depicted or required on the Improvement Plans for the Construction on The Ridge Unit 2 Estates Subdivision (City Drawing No. 5644-D), as approved by the City Engineer, and any approved amendments thereto, any Conditions of Approval required by Planning Commission Resolution No. PC 25-06, dated September 24th, 2025 and in compliance with Chapter 2 of Title 8 of the City Municipal Code and the Subdivision Map Act (hereinafter collectively referred to as "Improvements"), which are incorporated by reference and made a part of this Agreement. Improvements shall be done in accordance with the construction standards contained in the most current edition of the City Standard Specifications and Details and, to the extent not addressed therein, in accordance with the State of California Department of Transportation Standard Plans and Specifications as amended by special provisions approved by the City Engineer.

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

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

Calculations of costs are also based on information submitted by Subdivider to City. Payment of fees and any reimbursements shall be made at the rates and amounts established by the City Code, including pertinent provisions contained in City's Fee Schedule

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

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

7. Security. Prior to the approval by the City Council of the Final Map, Subdivider shall furnish to City the following improvement securities in the amounts set forth in Exhibit A. Improvement security shall be of the type as provided for in Government Code §66499 subject to

review by the City Attorney and approval of the City Council. Bonds shall be by one or more duly authorized corporate sureties licensed to do business in California subject to the approval of City and on forms furnished or approved by City and Certificates of Deposit must be in a form acceptable to the City Attorney.

- a. Performance Security The total amount shall equal 100% of the final Construction Cost Estimate, as approved by the City Engineer, to be conditioned upon the faithful performance of this Agreement. Performance Security shall be in the amount of \$3,704,000.00 and in the form of a bond naming the City of Yuba City as obligee, or a certificate of deposit made payable only to the City of Yuba City, or cash.
- b. Payment Security The total amount shall equal 100% of the final Construction Cost Estimate of probable Cost of Remaining Items of Work, except if such securities is in the form of cash deposit or deposits or instrument of credit, the amount shall be equal to 50% of the total estimated cost of the improvements, as approved by the City Engineer, to secure payment to all contractors and subcontractors performing work on said improvements and all persons furnishing labor, materials or equipment to them for said improvements. Payment Security shall be in the amount of \$3,704,000.00 and in the form of a bond naming the City of Yuba City as obligee, or in the amount of \$1,852,000.00 in the form of a certificate of deposit made payable only to the City of Yuba City, or cash

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

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

10. Warranty Security. To ensure Subdivider complies with its obligations set forth in paragraph 7, on acceptance of the required work by the City Engineer, a maintenance bond serving

as warranty security shall be furnished to the City in the minimum amount of \$370,400.00, which represents ten (10) percent of the total Construction Cost Estimate, including portions of improvements already completed. The warranty security shall serve as a guarantee and warranty of the work for a period of one year following acceptance against any defective work, labor or materials. The warranty security shall be released, less any amount required to be used for fulfillment of the warranty, one year after final acceptance of the subdivision Improvements.

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

12. Indemnification. Subdivider shall be obligated as follows:

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

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

c. If Subdivider should subcontract all or any portion of the work to be performed under this Agreement, Subdivider shall require each subcontractor to indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers in accordance with the terms of paragraphs "a" and "b" of this Section.

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

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

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

a. COMMERCIAL GENERAL LIABILITY insurance, which shall be at least as broad as the most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01 and shall include insurance for bodily injury, property damage, and personal and advertising injury with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, contractual liability (including indemnity obligations under this Agreement), with limits of liability of not less than \$2,000,000 per occurrence for bodily injury and property damage, \$2,000,000 per occurrence for personal and advertising injury and \$2,000,000 aggregate for products and completed operations, and \$2,000,000 general aggregate.

b. COMMERCIAL AUTOMOBILE LIABILITY insurance, which shall be at least as broad as the most current version of Insurance Services Office (ISO) Business Auto Coverage Form CA 00 01 and shall include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Section 1, subsection A.1 entitled "Any Auto"),

with combined single limits of liability of not less than \$2,000,000 per accident for bodily injury and property damage.

c. PROFESSIONAL LIABILITY (Errors and Omissions) insurance appropriate to the respective person's profession (applicable only to those subcontractors who are providing Professional Services to Subdivider), with limits of liability of not less than \$1,000,000 per claim/occurrence and \$2,000,000 policy aggregate.

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

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

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

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

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

Subdivider shall have furnished City with the certificate(s) and applicable endorsements for ALL required insurance prior to City's execution of the Agreement.

Subdivider shall furnish City with copies of the actual policies upon the request of City Attorney or the City Clerk at any time during the life of the Agreement or any extension, and this requirement shall survive termination or expiration of this Agreement.

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

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

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

14. Payment for Materials and Supplies. Subdivider and Subdivider's subcontractors shall pay for any materials, provisions, and other supplies used in, upon, for, or about the performance of the Improvements contracted to be done, and for any work or labor thereon of any kind, and for amounts due under the Unemployment Insurance Act of the State of California, with

respect to such work or labor and shall file with City pursuant to Section 3800 of the California Labor Code, as may be amended, a Certificate of Workers Compensation and shall maintain a valid policy of Workers Compensation Insurance for the duration of the period of construction.

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

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

17. Inspections. Whenever Subdivider varies the period during which work is carried on each day, Subdivider shall give due notice to the City Engineer so that proper inspection may be provided. If Subdivider fails to duly notify City as herein required, any work done in the absence of the City Engineer will be subject to rejection. Inspection of the Improvements by City shall not relieve Subdivider of any obligation to fulfill the Agreement as prescribed. Defective work shall be made good, and unsuitable materials may be rejected, notwithstanding the fact that such defective work and unsuitable materials have been previously overlooked by the City Engineer or City Inspector and accepted.

18. Dust Control. Adequate dust control shall be maintained by Subdivider on all streets within and without the subdivision on which work is required to be done under this Agreement from the time work is first commenced in the subdivision until the paving of the streets is completed. "Adequate dust control" as used herein shall mean the sprinkling of the streets with water or the laying of an approved dust palliative thereon with sufficient frequency to prevent the scattering of dust by wind or the activity of vehicles and equipment onto any street area or private property adjacent to the subdivision in strict compliance with all rules and regulations established by the Feather River Air Quality Management District. Whenever in the opinion of the City

Engineer adequate dust control is not being maintained on any street or streets as required by this paragraph, the City Engineer shall give notice to Subdivider to comply ("Notice to Comply") with the provisions of this paragraph forthwith. If in the opinion of the City Engineer Subdivider's failure to comply with the provisions of this paragraph is having an immediate and significant impact on the public's health, safety and welfare, the City Engineer may immediately issue a stop work order until City receives reasonable assurances Subdivider shall comply with the provisions of this paragraph forthwith. Such notices, Notice to Comply and stop-work orders may be personally served upon Subdivider. If Subdivider is not an individual, such notices, Notice to Comply and stop-work orders may be served upon (i) any person who has signed this Agreement on behalf of Subdivider; (ii) upon any officer, manager or trustee of Subdivider; or (iii) at the election of the City Engineer, such notices and stop-work orders may be served by mailed to Subdivider at Subdivider's address on file with the City Engineer. If the City Engineer has issued a Notice to Comply, and Subdivider has failed to commenced adequate dust control or fails to maintain adequate dust control at any time thereafter, within twenty-four hours after personal service of the Notice to Comply or within forty-eight hours after the mailing thereof, the City Engineer may, without further notice of any kind, cause any such street or streets to be sprinkled or oiled, as the City Engineer may deem advisable to eliminate the scattering of dust, by equipment and personnel of City or by contract as the City Engineer shall determine. City may bill Subdivider for the entire cost to City of such sprinkling or treating, including equipment, material and staff time, as well as any other time or costs associated with the issuance with the elimination of the scattering of the dust including the Notice to Comply. Subdivider shall promptly pay to City the entire billed cost to City of such sprinkling or treating. When the surfacing on any existing street is disturbed, this surfacing shall be replaced with temporary or permanent surfacing within fourteen calendar days, and the roadway shall be maintained in a safe and passable condition at all times between the commencement and final completion, and adequate dust control shall be maintained during these operations.

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

20. Covenants Affecting Land Development. None

21. Compliance with Conditions of Approval; Easements. In addition to the Covenants affecting land development, if any, Subdivider shall comply with all Conditions of Approval set forth in the Conditions of Approval for Tentative Map No. 25-01 dated September 24th, 2025, and any amendments thereto, not already fully completed or performed as of the date of the approval of the Final Map and which are not otherwise set forth in this Agreement. Compliance shall include, but is not limited to, any condition to convey to a specific party a fee interest or easement in any parcels in the Subject Property upon Subdivider's completion of all required improvements to said parcels. Subdivider's compliance with such conditions shall be completed within a reasonable time as determined by City, in City's sole discretion, commencing upon the City Engineer sending written notice to Subdivider of the outstanding condition and time in which Subdivider is required to comply, and Subdivider shall timely comply.

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

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

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

25. Attorney's Fees and Legal Expenses. If either party is required to commence any proceeding or legal action to enforce or interpret any term or condition of this Agreement, the

prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses. For the purposes of this Agreement, "attorneys' fees" and "legal expenses" include, without limitation, paralegals' fees and expenses, attorneys, consultants fees and expenses, expert witness fees and expenses, and all other expenses incurred by the prevailing party's attorneys in the course of the representation of the prevailing party in anticipation of and/or during the course of litigation, whether or not otherwise recoverable as "attorneys' fees" or as "costs" under California law, and the same may be sought and awarded in accordance with California procedure as pertaining to an award of contractual attorneys' fees.

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

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

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

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

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

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

32. Captions. Section, paragraph and other captions or headings contained in this Agreement are inserted as a matter of convenience and for reference, and in no way define, limit,

extend or otherwise describe the scope or intent of the Agreement or any provision hereof and shall not affect in any way the meaning or interpretation of this Agreement.

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

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

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

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

37. Acknowledgement of Content. Each party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by written instrument duly authorized and executed by both City and Subdivider.

[Signatures on Next Page]

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

CITY OF YUBA CITY,
a General Law City

By: _____
Robert Bendorf, City Manager

SUBDIVIDER

ATTEST

YC Hooper Ventures, LLC, a California Limited
Liability Company

By: _____
Ciara Wakefield, City Clerk Administrator

By: See below
President

Dated: _____

APPROVED AS TO FORM:

Dated: _____

By: _____
Shannon L. Chaffin,
City Attorney

*(Attach Notary Acknowledgments)

YC HOOPER VENTURES, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

SUCCESSOR MANAGERS:

RP-TX, LLC, A TEXAS LIMITED LIABILITY COMPANY, CO-MANAGER

Randeep Pabla
BY: RANDEEP PABLA TITLE: MANAGING MEMBER

EKTA PROPERTIES, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, CO-MANAGER

Scott Robbins
BY: SCOTT ROBBINS TITLE: MANAGING MEMBER

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Placer)

On August 25, 2026 before me, M. Romanishin, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature

M. Romanishin

(Seal)



Attachments:

Exhibit A: Planning Commission Resolution No. PC 25-06 Conditions of Approval

Exhibit B: Impact Fees and Other Fees Payable by Subdivider

Exhibit C: Fee Credits and Reimbursements Payable by City

EXHIBIT A

**PLANNING COMMISSION RESOLUTION NO. PC 25-01 CONDITIONS OF
APPROVAL**

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

EXHIBIT B

IMPACT FEES AND OTHER FEES PAYABLE BY SUBDIVIDER

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

(1)	Public Improvement Plan Check and Inspection Fee:	
(a)	4% of the estimated total construction cost to \$2,000,000.00 \$2,000,000.00 x .04 =	<u>\$80,000.00</u>
(b)	3% of the estimated total construction cost above \$2,000,000.00 \$1,704,000 x .03 =	<u>\$51,120.00</u>
(c)	Three (3) eight-inch hot taps x \$6,774.92/EA =	<u>\$20,324.76</u>
	Less fees paid on Building Permit BLD26-00904	<u>-\$0.00</u>
		SUBTOTAL (A) <u>\$151,444.76</u>
(2)	Sewer Extension Fees	
	Developer constructing onsite sewer main.	<u>\$0.00</u>
(3)	Sewer Connection Fees (per Section 6-5.504 Municipal Code)	
	Deferred until application for building permits are filed.	<u>\$0.00</u>
(4)	Water Extension Fees	
	Developer constructing onsite water main.	<u>\$0.00</u>
(5)	Water Connection Fees (per Section 6-6.05 Municipal Code)	
	Deferred until application for building permits are filed.	<u>\$0.00</u>
(6)	Drainage Fees (per Sutter County Zones of Benefit No. 4 and 6)	<u>\$0.00</u>
		SUBTOTAL (B) <u>\$0.00</u>

TOTAL FEES PAYABLE BY SUBDIVIDER

SUBTOTAL (A) + SUBTOTAL (B) = \$151,444.76

EXHIBIT C

FEE CREDITS AND REIMBURSEMENTS PAYABLE BY CITY

(1) None.

EXHIBIT B

CERTIFICATE FOR FEE DEDICATION

- A.) OWNER'S NAME AND ADDRESS:
YC HOOPER VENTURES, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY
4624 DUCKHORN DRIVE
SACRAMENTO, CA 95834
- B.) PROPERTY BEING DEDICATED:
1. BEING ALL THAT REAL PROPERTY AS SHOWN IN THE OWNER'S OFFER OF DEDICATION.
- C.) THE CITY OF YUBA CITY SHALL RECONVEY THE ABOVE-DESCRIBED PROPERTY TO THE ABOVE-NAMED OWNER, OR SUCCESSOR IN INTEREST, IF THE CITY DETERMINES PURSUANT TO GOVERNMENT CODE SECTION 66477.5 THAT THE SAME PUBLIC PURPOSE FOR WHICH THE PROPERTY WAS DEDICATED DOES NOT EXIST, OR THE PROPERTY OR ANY PORTION THEREOF IS NOT NEEDED FOR PUBLIC UTILITIES.

THIS PROPERTY IS SUBJECT TO

1. ASSESSMENT FROM COMMUNITY FACILITIES DISTRICT (CFD) 2021-1, RESOLUTION NUMBER _____, RECORDED AS DOCUMENT NO. _____ ON _____, OFFICIAL RECORDS OF SUTTER COUNTY.
2. ASSESSMENT FROM YUBA CITY LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO.5, ZONE OF BENEFIT K-18, RECORDED AS DOCUMENT NO. _____ ON _____, OFFICIAL RECORDS OF SUTTER COUNTY.
3. ANY STREET, DRAINAGE, PUBLIC UTILITY, OR OTHER EASEMENTS AFFECTING THE PROPERTY.
4. CITY OF YUBA CITY PLANNING COMMISSION RESOLUTION NO. PC-25-06 (REGARDING CONDITIONS OF APPROVAL FOR TENTATIVE SUBDIVISION MAP 25-01) APPROVED SEPTEMBER 24, 2025 AND RECORDED AS DOCUMENT NO. _____ ON _____, OFFICIAL RECORDS OF SUTTER COUNTY.
5. SUBDIVISION AGREEMENT FINAL MAP OF THE RIDGE ESTATES (REGARDING TENTATIVE MAP NO. 25-01, THE RIDGE ESTATES SUBDIVISION) RECORDED AS DOCUMENT NO. _____ ON _____, OFFICIAL RECORDS OF SUTTER COUNTY.

PLANNER'S STATEMENT

THIS MAP HAS BEEN EXAMINED THIS _____ DAY OF _____, 2026, FOR CONFORMANCE WITH THE APPROVED TENTATIVE MAP AND THE CONDITIONS OF APPROVAL THEREOF AS APPROVED BY THE YUBA CITY PLANNING COMMISSION ON SEPTEMBER 24, 2025.

PLANNING DIVISION
CITY OF YUBA CITY
STATE OF CALIFORNIA

CITY CLERK CERTIFICATE

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

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

CIARA WAKEFIELD DEPUTY CITY CLERK, CITY OF YUBA CITY
CITY CLERK, CITY OF YUBA CITY

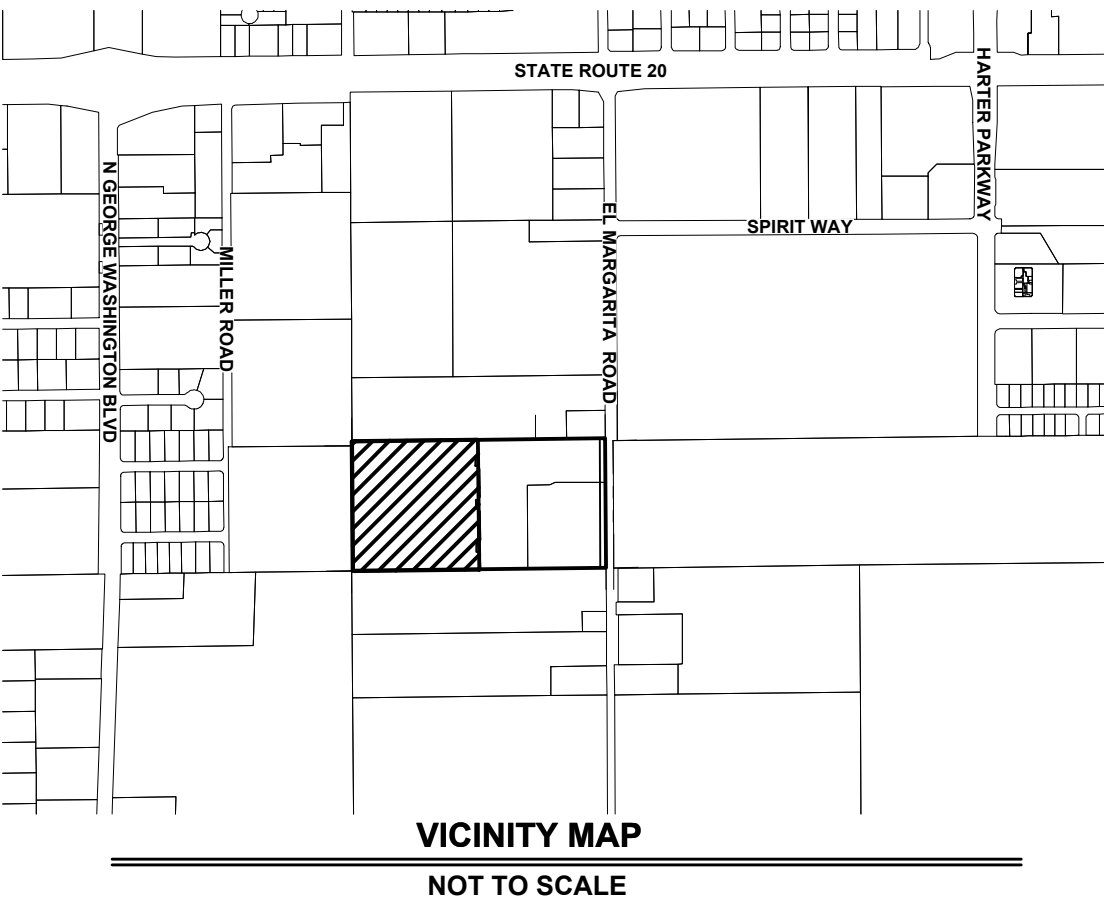
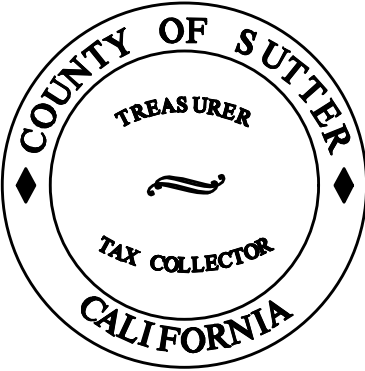
COUNTY TAX COLLECTOR'S STATEMENT

I, NICHOLAS F. VALENCIA, TAX COLLECTOR FOR THE COUNTY OF SUTTER, STATE OF CALIFORNIA, DO HEREBY CERTIFY PURSUANT TO GOVERNMENT CODE SEC. 66492 THAT THE RECORDS OF MY OFFICE SHOW THAT THERE ARE NO LIENS AGAINST THE LANDS SHOWN HEREON OR ANY PART THEREOF FOR UNPAID TAXES OR SPECIAL ASSESSMENTS. AS TO LIENS FOR TAXES NOT YET PAYABLE, I ESTIMATE THAT THERE ARE TAXES IN THE AMOUNT OF \$ _____ FOR 2026-2027, WHICH ARE A LIEN BUT NOT YET PAYABLE. I CERTIFY PURSUANT TO GOVERNMENT CODE SEC. 66493 THAT SECURITY HAS BEEN DEPOSITED WITH THE COUNTY CONDITIONED UPON THE PAYMENT OF SAID TAXES NOT YET PAYABLE.

ASSESSOR'S PARCEL NOS. 062-010-137-000

DATE: _____

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



SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FILED SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF YC HOOPER VENTURES, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, ON JANUARY 1, 2026. I HEREBY STATE THAT THIS MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP; THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

JOHN S. MALLEN
P.L.S. 8457

PROFESSIONAL LAND SURVEYOR
JOHN S. MALLEN
NO. LS 8457
STATE OF CALIFORNIA

CITY ENGINEER'S STATEMENT

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

DATE: _____

JOSHUA WOLFFE
CITY ENGINEER, R.C.E. 92911

REGISTERED PROFESSIONAL ENGINEER
JOSHUA WOLFFE
No. 92911
CIVIL
STATE OF CALIFORNIA

CITY SURVEYOR'S STATEMENT

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

DATE: _____

PRINT NAME: _____

CITY SURVEYOR, P.L.S. _____

PROFESSIONAL LAND SURVEYOR
STATE OF CALIFORNIA

RECORDER'S CERTIFICATE

FILED THIS _____ DAY OF _____, 2026, AT _____ .M. IN BOOK _____ OF SURVEYS, AT PAGE _____ AT THE REQUEST OF MHM INC.

DONNA M. JOHNSTON
SUTTER COUNTY RECORDER

BY: _____
DEPUTY

FILE NO. _____ FEE PD. _____

THE RIDGE ESTATES - UNIT 2
CITY OF YUBA CITY

BEING THE REMAINDER PARCEL AS SHOWN ON THAT MAP TITLE "THE RIDGE ESTATES - UNIT 1", FILED IN BOOK _____ OF SURVEYS AT PAGE _____, LYING WITHIN THE NORTHWEST ONE-QUARTER OF SECTION 20, TOWNSHIP 15 NORTH, RANGE 3 EAST, M.D.M

COUNTY OF SUTTER
CALIFORNIA

SEPTEMBER 2026

PREPARED BY: MHM INC. 1204 "E" STREET, MARYSVILLE, CA 95901
24223

SHEET 1 OF 3

OWNER'S STATEMENT

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

1. 23' STRIPS OF LAND IN FEE TITLE INDICATED ON SAID PLAT AND DESIGNATED AS BALKOWITSCH DRIVE, ESCALANTE DRIVE, FLORENCIO DRIVE AND LUIS WAY.
2. EASEMENTS INDICATED AS 12.00' PUE (PUBLIC UTILITY EASEMENT) FOR, BUT NOT LIMITED TO ELECTRICAL, WATER, SEWER, GAS, STORM DRAINAGE, COMMUNICATIONS SERVICES, AND ALL APPURTENANCES THERETO. OWNER EXPRESSLY COVENANTS NOT TO UNREASONABLY RESTRICT, OBSTRUCT OR INTERFERE WITH SAID PUBLIC UTILITY EASEMENT OR THE USE THEREOF BY THE CITY, ITS AGENTS OR ANY FRANCHISEE

YC HOOPER VENTURES, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

SUCCESSOR MANAGERS:

RP-TX, LLC, A TEXAS LIMITED LIABILITY COMPANY, CO-MANAGER

BY: RANDEEP SINGH PABLA TITLE: MANAGING MEMBER

EKTA PROPERTIES, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, CO-MANAGER

BY: SCOTT ROBBINS TITLE: MANAGING MEMBER

ACKNOWLEDGMENT

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

STATE OF COUNTY OF }ss

ON BEFORE ME , NOTARY PUBLIC, PERSONALLY APPEARED

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

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

WITNESS MY HAND.

SIGNATURE OF NOTARY

NOTARY'S NAME

MY COMMISSION NUMBER

MY COMMISSION EXPIRES

PRINCIPAL PLACE OF BUSINESS (County)

LEGEND

- () EMBRACES RECORD DATA
- R/W RIGHT OF WAY
- PUE PUBLIC UTILITY EASEMENT
- M MEASURED
- SF SQUARE FEET
- (B.O.B.) BASIS OF BEARINGS
- FOUND 5/8" REBAR W / CAP LS 8457 PER R1
- SET 5/8" REBAR W / CAP LS 8457
- CALCULATED POINT - NOTHING FOUND OR SET
- △ FOUND STANDARD CENTERLINE MONUMENT
- ▲ SET STANDARD CENTERLINE MONUMENT STAMPED LS8457

ACKNOWLEDGMENT

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

STATE OF COUNTY OF }ss

ON BEFORE ME , NOTARY PUBLIC, PERSONALLY APPEARED

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

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

WITNESS MY HAND.

SIGNATURE OF NOTARY

NOTARY'S NAME

MY COMMISSION NUMBER

MY COMMISSION EXPIRES

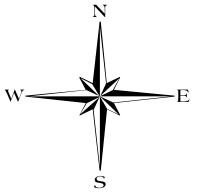
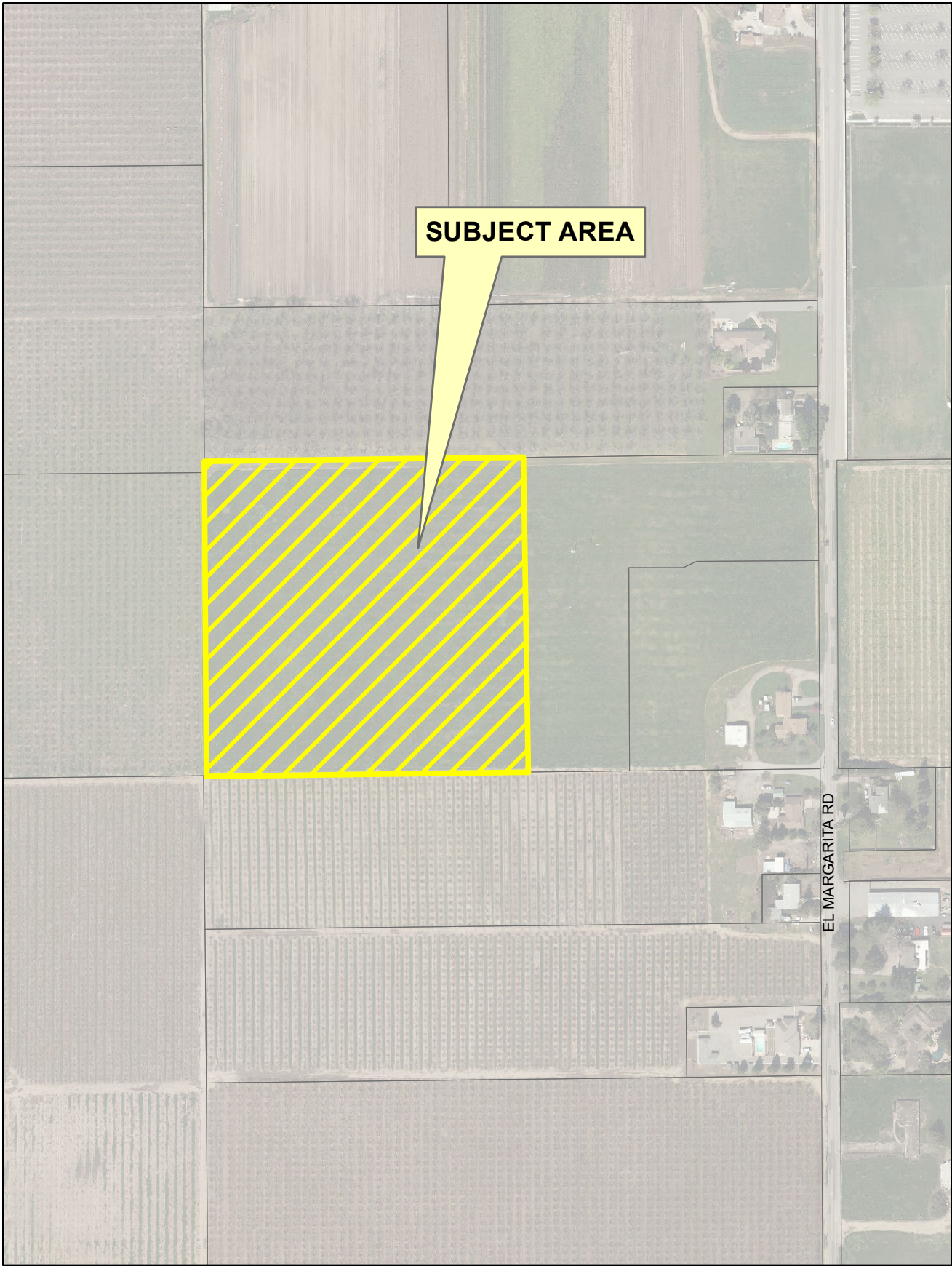
PRINCIPAL PLACE OF BUSINESS (County)

THE RIDGE ESTATES - UNIT 2
CITY OF YUBA CITY

BEING THE REMAINDER PARCEL AS SHOWN ON THAT MAP TITLE "THE RIDGE ESTATES - UNIT 1", FILED IN BOOK OF SURVEYS AT PAGE , LYING WITHIN THE NORTHWEST ONE-QUARTER OF SECTION 20, TOWNSHIP 15 NORTH, RANGE 3 EAST, M.D.M

COUNTY OF SUTTER SEPTEMBER 2026
CALIFORNIA
PREPARED BY: MHM INC. 1204 "E" STREET, MARYSVILLE, CA 95901
24223 SHEET 2 OF 3

ATTACHMENT 2



Location Map: The Ridge Estates Unit 2
Tentative Subdivision Map 25-01

CITY OF YUBA CITY
STAFF REPORT

Date: September 15, 2026
To: Honorable Mayor & Members of the City Council;
From: Public Works Department
Presentation By: Joshua Wolffe, Public Works Director

Summary

Subject: Lighting and Landscape Maintenance District No. 5, Zone of Benefit K_18 (The Ridge Estates – Unit 1 Annexation)

Recommendation: Adopt a Resolution which takes the following actions:

A. Initiates proceedings to order the annexation of the parcels associated with The Ridge Estates – Unit 1 Subdivision Map, APNs 63-010-136 and 63-010-137, into existing Yuba City Lighting and Landscape Maintenance District No. 5, Zone of Benefit K_18 and orders the Engineer of Work to file a report with regard to Yuba City Lighting and Landscape Maintenance District No. 5, Zone of Benefit K_18

B. Sets a Public Hearing for October 6, 2026, at 6:00 PM to order the annexation of the parcels associated with The Ridge Estates – Unit 1 Subdivision Map, APNs 63-010-136 and 63-010-137, into existing Yuba City Lighting and Landscape Maintenance District No. 5, Zone of Benefit K_18 and establishing a levy of assessments for the annexed territory

Fiscal Impact: Receipt of assessments and expenditures of funds for ongoing operation, maintenance, and administration of street landscaping materials, irrigation systems and street lighting within Lighting and Landscape District No. 5, Zone of Benefit K_18

Purpose:

To fund the ongoing operation, maintenance, and administration of street landscaping materials, irrigation systems, and street lighting.

Strategic Focus Area:

Annexing this development into a Lighting and Landscape Maintenance District (LLMD) addresses the City's Strategic Focus Areas of maintaining infrastructure in a fiscally responsible manner, as the LLMD will ensure that street landscaping materials, irrigation systems, and street lighting are maintained and in operation through annual assessments.

Background:

The Ridge Estates – Unit 1 Subdivision Map Development at Assessor's Parcel Numbers (APNs) 63-010-136 and 63-010-137 is requesting to be included into a Zone of Benefit, as required through the Conditions of Approval for the Subdivision Map. Based on the characteristics of The Ridge Estates Subdivision Map's improvements, the best-fit option for an existing Zone of Benefit annexation would be the existing LLMD No. 5, Zone of Benefit K_18 (Attachment 2).

The existing LLMD No. 5, Zone of Benefit K_18 was established in 2017 for the Valencia Estates subdivision, with a fee per parcel for the operation and maintenance costs associated with street landscaping materials, irrigation systems, and street lighting. The fee per parcel for LLMD No. 5, Zone of Benefit K_18 was determined based on annual maintenance costs for the aforementioned items associated with the Valencia Estates subdivision. To determine the assessment for The Ridge Estates – Unit 1 parcels, the original assessment for Zone of Benefit K_18 will need to be increased to today's dollars using the Consumer Price Index (CPI).

The City has created and modified several LLMDs to encompass several commercial projects and residential subdivisions over the past few years. The process of annexing to an existing District consists of adopting multiple City Council Resolutions, holding Public Hearings, and observing rights of majority protests.

Analysis:

The Public Notice procedure for parcels requesting annexation into an existing LLMD can be waived and an expedited process can be substituted at the request of the property owners of said parcels. The authorized representatives of The Ridge Estates – Unit 1 Subdivision Map have requested to waive the Public Hearing proceedings, which has allowed the City to utilize the expedited process in order to annex the parcels associated with The Ridge Estates – Unit 1 Subdivision Map into the existing LLMD No. 5, Zone of Benefit K_18. This has eliminated the need for the 45-day notice and Public Hearing for the owner of the parcel requesting annexation.

The expedited process consists of the City Council adopting a Resolution which initiates proceedings for the annexation of the new territory into the existing Zone of Benefit, orders a levy of assessments for the parcels requesting to be annexed into the said Zone of Benefit, and then sets a Public Hearing date for all parcel owners which are currently in the Zone of Benefit.

The levy amounts will be established by City staff through the creation of an Engineer's Report for the Zone of Benefit. The Engineer's Report contains a detailed estimate of annual costs to energize and maintain the streetlights, and maintain street trees, landscaping materials, and irrigation systems within the Zone of Benefit.

Once the Resolution has been adopted, the City will publish a 10-day public notice with the local newspaper for the Public Hearing. City Council will then conduct a Public Hearing at the following City Council meeting for the owners of parcels which are currently included in the Zone of Benefit. If the Public Hearing is successful, the City staff will request the adoption of a Resolution which annexes the Brownstone Estates Subdivision Map into the existing Zone of Benefit, confirms, and orders the levy of assessments of the for the parcel.

Fiscal Impact:

Revenue from the assessed parcels is to be used to provide maintenance services and district administrative costs. The Engineer's Report for The Ridge Estates – Unit 1 annexation to Yuba City Lighting and Landscape Maintenance District No. 5 Zone of Benefit K_18 determined the annual assessed amount for the parcels being annexed into the Zone of Benefit. Based on current staff estimates, the assessed amount is \$464.11 per lot, per year, or \$31,559.48 total annually for 68 lots,

and is subject to an annual inflation increase.

Alternatives:

- A. Do not adopt the following Resolution and fund the operation and maintenance of the streetlights, landscaping materials, and irrigation systems from alternative sources.
- B. Direct staff to begin the typical long form Lighting and Landscape Maintenance District annexation procedure.

Recommendation:

Adopt a Resolution which takes the following actions:

- A. Initiates proceedings to order the annexation of the parcels associated with The Ridge Estates – Unit 1 Subdivision Map, APNs 63-010-136 and 63-010-137, into existing Yuba City Lighting and Landscape Maintenance District No. 5, Zone of Benefit K_18 and orders the Engineer of Work to file a report with regard to Yuba City Lighting and Landscape Maintenance District No. 5, Zone of Benefit K_18
- B. Sets a Public Hearing for October 6, 2026, at 6:00 PM to order the annexation of the parcels associated with The Ridge Estates – Unit 1 Subdivision Map, APNs 63-010-136 and 63-010-137, into existing Yuba City Lighting and Landscape Maintenance District No. 5, Zone of Benefit K_18 and establishing a levy of assessments for the annexed territory

Attachments:

- 1. Attachment 1 - Resolution
- 2. Attachment 2 - Vicinity Maps

Prepared By:

Kevin Bradford
Deputy Public Works Director - Engineering

Submitted By:

Robert Bendorf
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
INITIATING PROCEEDINGS, ORDERING THE ENGINEER OF WORK TO FILE A
REPORT WITH REGARD TO, AND SETTING A PUBLIC HEARING FOR OCTOBER
6, 2026 TO ORDER THE ANNEXATION OF THE PARCELS ASSOCIATED WITH THE
RIDGE ESTATES – UNIT 1 SUBDIVISION MAP, APNs 63-010-136 and 63-010-137,
INTO EXISTING YUBA CITY LIGHTING AND LANDSCAPE MAINTENANCE
DISTRICT NO. 5, ZONE OF BENEFIT K_18**

WHEREAS, the City of Yuba City is a municipal corporation duly created and existing pursuant to the Constitution and laws of the State of California; and

WHEREAS, Landscape Maintenance District No. 5 has been formed pursuant to the Landscaping and Lighting Act of 1972, and has been brought into compliance with Proposition 218; and

WHEREAS, the City Council of the City of Yuba City desires to modify Yuba City Lighting and Landscape Maintenance District No. 5, Zone of Benefit K_18 pursuant to the Landscaping and Lighting Act of 1972 (Section 22500 and following Streets and Highways Code) for the purpose of operating and maintaining landscape, irrigation, and lighting facilities associated with The Ridge Estates – Unit 1 Subdivision Map (SM 25-01); and

WHEREAS, the City Council of Yuba City desires to secure an engineer's report in accordance with Article 4 (commencing with Section 22565) of Chapter 1 of the Streets and Highways Code of the State of California; and

WHEREAS, the City Council of Yuba City desires to conduct a Public Hearing for parcels which are currently within Yuba City Lighting and Landscape Maintenance District No. 5, Zone of Benefit K_18 pursuant to the Landscaping and Lighting Act of 1972.

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

1. The City Engineer is hereby ordered to prepare and file a report in accordance with Article 4 (commencing with Section 22565) of Chapter 1 of the Streets and Highways Code of the State of California for The Ridge Estates – Unit 1 Subdivision Map's annexation into existing Yuba City Lighting and Landscape Maintenance District No. 5, Zone of Benefit K_18.

2. Notice is hereby given that the City Council designates October 6, 2026, at 6:00 PM, in the City Council Chambers, City Hall, 1201 Civic Center Boulevard, Yuba City, CA as the date, time, and place for the hearing of protests or objections to the annexation of The Ridge Estates – Unit 1 Subdivision Map parcel's annexation into existing Yuba City Lighting and Landscape Maintenance District No. 5, Zone of Benefit K_18. All interested persons shall be afforded the opportunity to hear and be heard. The City Council shall consider all oral statements and all written protests or communications made or filed by any interested person. Prior to the conclusion of the hearing, any interested person may file a written protest with the City Clerk or, having previously filed a protest, may file a written withdrawal of that protest. A written protest shall state all grounds of objection. A

protest by a property owner shall contain a description sufficient to identify the property owned by the signer. Written protests may be delivered in person to the City Clerk or may be mailed to the City Clerk at City Hall, 1201 Civic Center Boulevard, Yuba City, CA 95993. Any written protest that is mailed must be received at City Hall at or prior to 4:30 PM on October 6, 2026.

3. 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 15th day of September, 2026.

AYES:

NOES:

ABSENT:

Marc Boomgaarden, Mayor

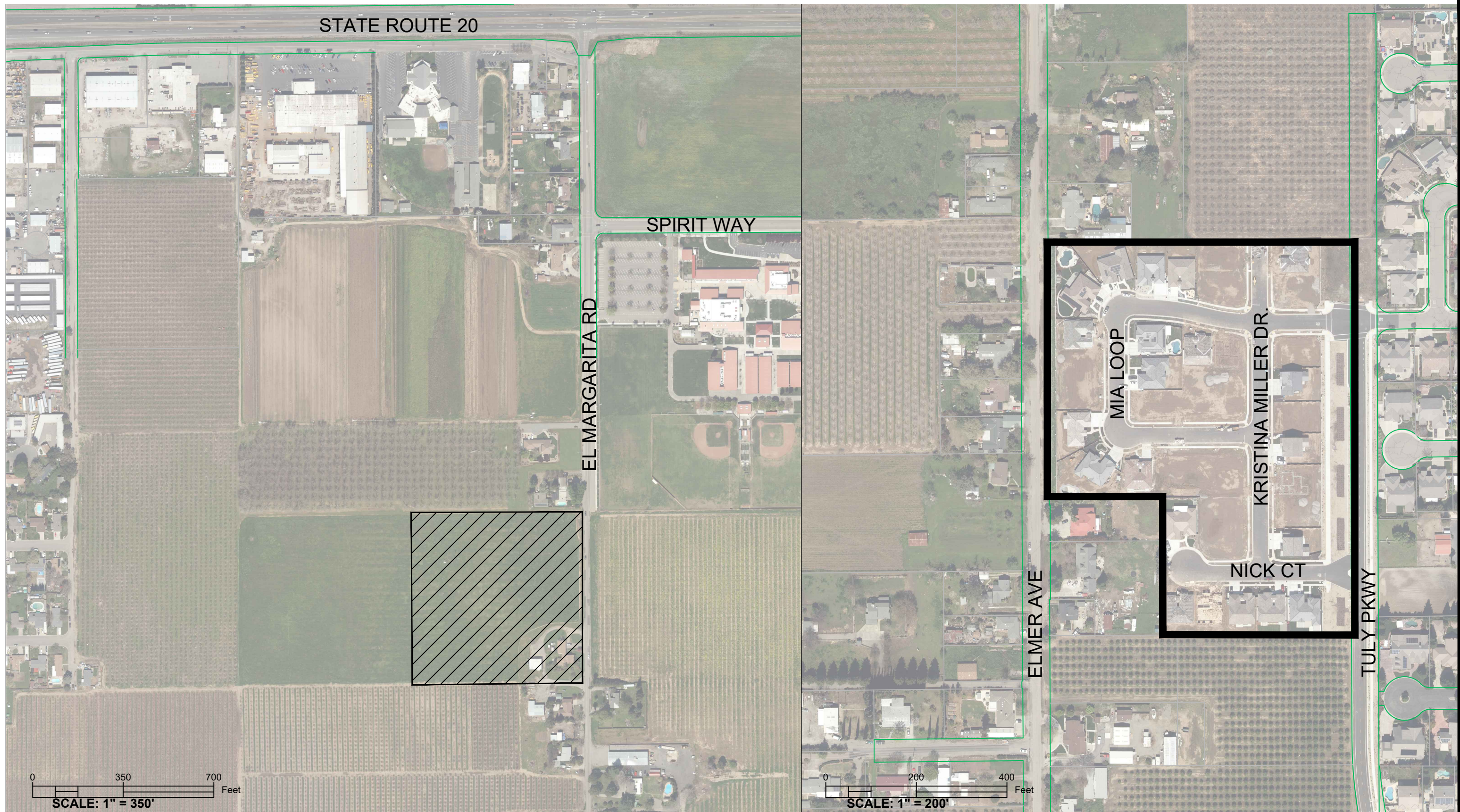
ATTEST:

Ciara Wakefield, City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY

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

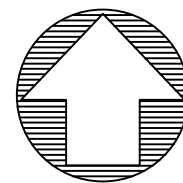
ATTACHMENT 2

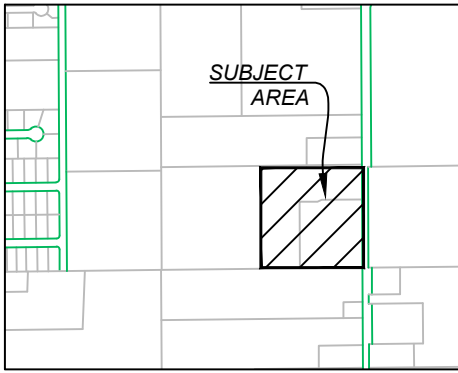


SYMBOL LEGEND:

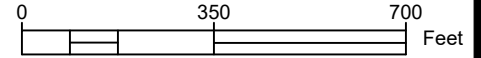
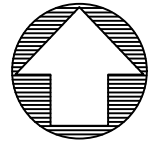
-  - EXISTING ZONE OF BENEFIT K AREA
-  - PARCELS BEING ANNEXED INTO ZONE OF BENEFIT

**LIGHTING AND LANDSCAPE MAINTENANCE
DISTRICT No. 5, ZONE OF BENEFIT K_18
EXISTING ZONE OF BENEFIT MAP**

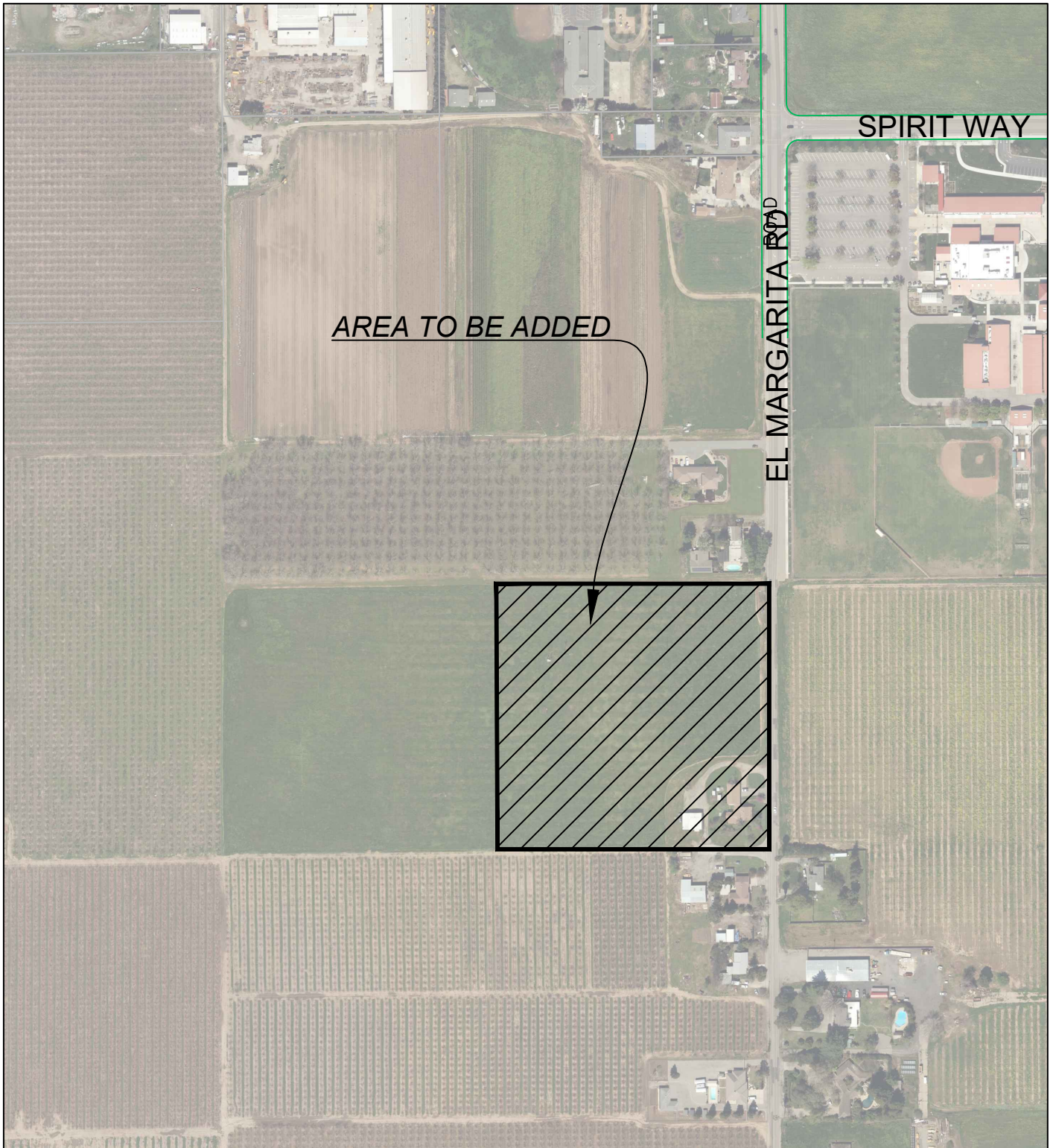




THE RIDGE - UNIT 1
LIGHTING AND LANDSCAPE MAINTENANCE
DISTRICT No. 5
ZONE OF BENEFIT K_18



SCALE: 1" = 350'



CITY OF YUBA CITY
STAFF REPORT

Date: September 15, 2026
To: Honorable Mayor & Members of the City Council;
From: Public Works Department
Presentation By: Joshua Wolffe, Public Works Director

Summary

Subject: Lighting and Landscape Maintenance District No. 5, Zone of Benefit K_18 (The Ridge Estates – Unit 2 Annexation)

Recommendation: Adopt a Resolution which takes the following actions:

A. Initiates proceedings to order the annexation of the parcels associated with The Ridge Estates – Unit 2 Subdivision Map, APNs 63-010-136 and 63-010-137, into existing Yuba City Lighting and Landscape Maintenance District No. 5, Zone of Benefit K_18 and orders the Engineer of Work to file a report with regard to Yuba City Lighting and Landscape Maintenance District No. 5, Zone of Benefit K_18

B. Sets a Public Hearing for October 6, 2026, at 6:00 PM to order the annexation of the parcels associated with The Ridge Estates – Unit 2 Subdivision Map, APNs 63-010-136 and 63-010-137, into existing Yuba City Lighting and Landscape Maintenance District No. 5, Zone of Benefit K_18 and establishing a levy of assessments for the annexed territory

Fiscal Impact: Receipt of assessments and expenditures of funds for ongoing operation, maintenance, and administration of street landscaping materials, irrigation systems and street lighting within Lighting and Landscape District No. 5, Zone of Benefit K_18

Purpose:

To fund the ongoing operation, maintenance, and administration of street landscaping materials, irrigation systems, and street lighting.

Strategic Focus Area:

Annexing this development into a Lighting and Landscape Maintenance District (LLMD) addresses the City's Strategic Focus Areas of maintaining infrastructure in a fiscally responsible manner, as the LLMD will ensure that street landscaping materials, irrigation systems, and street lighting are maintained and in operation through annual assessments.

Background:

The Ridge Estates – Unit 2 Subdivision Map Development at Assessor's Parcel Numbers (APNs) 63-010-136 and 63-010-137 is requesting to be included into a Zone of Benefit, as required through the Conditions of Approval for the Subdivision Map. Based on the characteristics of The Ridge Estates Subdivision Map's improvements, the best-fit option for an existing Zone of Benefit annexation would be the existing LLMD No. 5, Zone of Benefit K_18 (Attachment 2).

The existing LLMD No. 5, Zone of Benefit K_18 was established in 2017 for the Valencia Estates subdivision, with a fee per parcel for the operation and maintenance costs associated with street landscaping materials, irrigation systems, and street lighting. The fee per parcel for LLMD No. 5, Zone of Benefit K_18 was determined based on annual maintenance costs for the aforementioned items associated with the Valencia Estates subdivision. To determine the assessment for The Ridge Estates – Unit 2 parcels, the original assessment for Zone of Benefit K_18 will need to be increased to today's dollars using the Consumer Price Index (CPI).

The City has created and modified several LLMDs to encompass several commercial projects and residential subdivisions over the past few years. The process of annexing to an existing District consists of adopting multiple City Council Resolutions, holding Public Hearings, and observing rights of majority protests.

Analysis:

The Public Notice procedure for parcels requesting annexation into an existing LLMD can be waived and an expedited process can be substituted at the request of the property owners of said parcels. The authorized representatives of The Ridge Estates – Unit 2 Subdivision Map have requested to waive the Public Hearing proceedings, which has allowed the City to utilize the expedited process in order to annex the parcels associated with The Ridge Estates – Unit 2 Subdivision Map into the existing LLMD No. 5, Zone of Benefit K_18. This has eliminated the need for the 45-day notice and Public Hearing for the owner of the parcel requesting annexation.

The expedited process consists of the City Council adopting a Resolution which initiates proceedings for the annexation of the new territory into the existing Zone of Benefit, orders a levy of assessments for the parcels requesting to be annexed into the said Zone of Benefit, and then sets a Public Hearing date for all parcel owners which are currently in the Zone of Benefit.

The levy amounts will be established by City staff through the creation of an Engineer's Report for the Zone of Benefit. The Engineer's Report contains a detailed estimate of annual costs to energize and maintain the streetlights, and maintain street trees, landscaping materials, and irrigation systems within the Zone of Benefit.

Once the Resolution has been adopted, the City will publish a 10-day public notice with the local newspaper for the Public Hearing. City Council will then conduct a Public Hearing at the following City Council meeting for the owners of parcels which are currently included in the Zone of Benefit. If the Public Hearing is successful, the City staff will request the adoption of a Resolution which annexes the Brownstone Estates Subdivision Map into the existing Zone of Benefit, confirms, and orders the levy of assessments of the for the parcel.

Fiscal Impact:

Revenue from the assessed parcels is to be used to provide maintenance services and district administrative costs. The Engineer's Report for The Ridge Estates – Unit 2 annexation to Yuba City Lighting and Landscape Maintenance District No. 5 Zone of Benefit K_18 determined the annual assessed amount for the parcels being annexed into the Zone of Benefit. Based on current staff estimates, the assessed amount is \$464.11 per lot, per year, or \$33,880.33 total annually for 73 lots,

and is subject to an annual inflation increase.

Alternatives:

- A. Do not adopt the following Resolution and fund the operation and maintenance of the streetlights, landscaping materials, and irrigation systems from alternative sources.
- B. Direct staff to begin the typical long form Lighting and Landscape Maintenance District annexation procedure.

Recommendation:

Adopt a Resolution which takes the following actions:

- A. Initiates proceedings to order the annexation of the parcels associated with The Ridge Estates – Unit 2 Subdivision Map, APNs 63-010-136 and 63-010-137, into existing Yuba City Lighting and Landscape Maintenance District No. 5, Zone of Benefit K_18 and orders the Engineer of Work to file a report with regard to Yuba City Lighting and Landscape Maintenance District No. 5, Zone of Benefit K_18
- B. Sets a Public Hearing for October 6, 2026, at 6:00 PM to order the annexation of the parcels associated with The Ridge Estates – Unit 2 Subdivision Map, APNs 63-010-136 and 63-010-137, into existing Yuba City Lighting and Landscape Maintenance District No. 5, Zone of Benefit K_18 and establishing a levy of assessments for the annexed territory

Attachments:

- 1. Attachment 1 - Resolution
- 2. Attachment 2 - Vicinity Maps

Prepared By:

Kevin Bradford
Deputy Public Works Director - Engineering

Submitted By:

Robert Bendorf
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
INITIATING PROCEEDINGS, ORDERING THE ENGINEER OF WORK TO FILE A
REPORT WITH REGARD TO, AND SETTING A PUBLIC HEARING FOR OCTOBER
6, 2026 TO ORDER THE ANNEXATION OF THE PARCELS ASSOCIATED WITH THE
RIDGE ESTATES – UNIT 2 SUBDIVISION MAP, APNs 63-010-136 and 63-010-137,
INTO EXISTING YUBA CITY LIGHTING AND LANDSCAPE MAINTENANCE
DISTRICT NO. 5, ZONE OF BENEFIT K_18**

WHEREAS, the City of Yuba City is a municipal corporation duly created and existing pursuant to the Constitution and laws of the State of California; and

WHEREAS, Landscape Maintenance District No. 5 has been formed pursuant to the Landscaping and Lighting Act of 1972, and has been brought into compliance with Proposition 218; and

WHEREAS, the City Council of the City of Yuba City desires to modify Yuba City Lighting and Landscape Maintenance District No. 5, Zone of Benefit K_18 pursuant to the Landscaping and Lighting Act of 1972 (Section 22500 and following Streets and Highways Code) for the purpose of operating and maintaining landscape, irrigation, and lighting facilities associated with The Ridge Estates – Unit 2 Subdivision Map (SM 25-01); and

WHEREAS, the City Council of Yuba City desires to secure an engineer's report in accordance with Article 4 (commencing with Section 22565) of Chapter 1 of the Streets and Highways Code of the State of California; and

WHEREAS, the City Council of Yuba City desires to conduct a Public Hearing for parcels which are currently within Yuba City Lighting and Landscape Maintenance District No. 5, Zone of Benefit K_18 pursuant to the Landscaping and Lighting Act of 1972.

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

1. The City Engineer is hereby ordered to prepare and file a report in accordance with Article 4 (commencing with Section 22565) of Chapter 1 of the Streets and Highways Code of the State of California for The Ridge Estates – Unit 2 Subdivision Map's annexation into existing Yuba City Lighting and Landscape Maintenance District No. 5, Zone of Benefit K_18.

2. Notice is hereby given that the City Council designates October 6, 2026, at 6:00 PM, in the City Council Chambers, City Hall, 1201 Civic Center Boulevard, Yuba City, CA as the date, time, and place for the hearing of protests or objections to the annexation of The Ridge Estates – Unit 2 Subdivision Map parcel's annexation into existing Yuba City Lighting and Landscape Maintenance District No. 5, Zone of Benefit K_18. All interested persons shall be afforded the opportunity to hear and be heard. The City Council shall consider all oral statements and all written protests or communications made or filed by any interested person. Prior to the conclusion of the hearing, any interested person may file a written protest with the City Clerk or, having previously filed a protest, may file a written withdrawal of that protest. A written protest shall state all grounds of objection. A

protest by a property owner shall contain a description sufficient to identify the property owned by the signer. Written protests may be delivered in person to the City Clerk or may be mailed to the City Clerk at City Hall, 1201 Civic Center Boulevard, Yuba City, CA 95993. Any written protest that is mailed must be received at City Hall at or prior to 4:30 PM on October 6, 2026.

3. 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 15th day of September, 2026.

AYES:

NOES:

ABSENT:

Marc Boomgaarden, Mayor

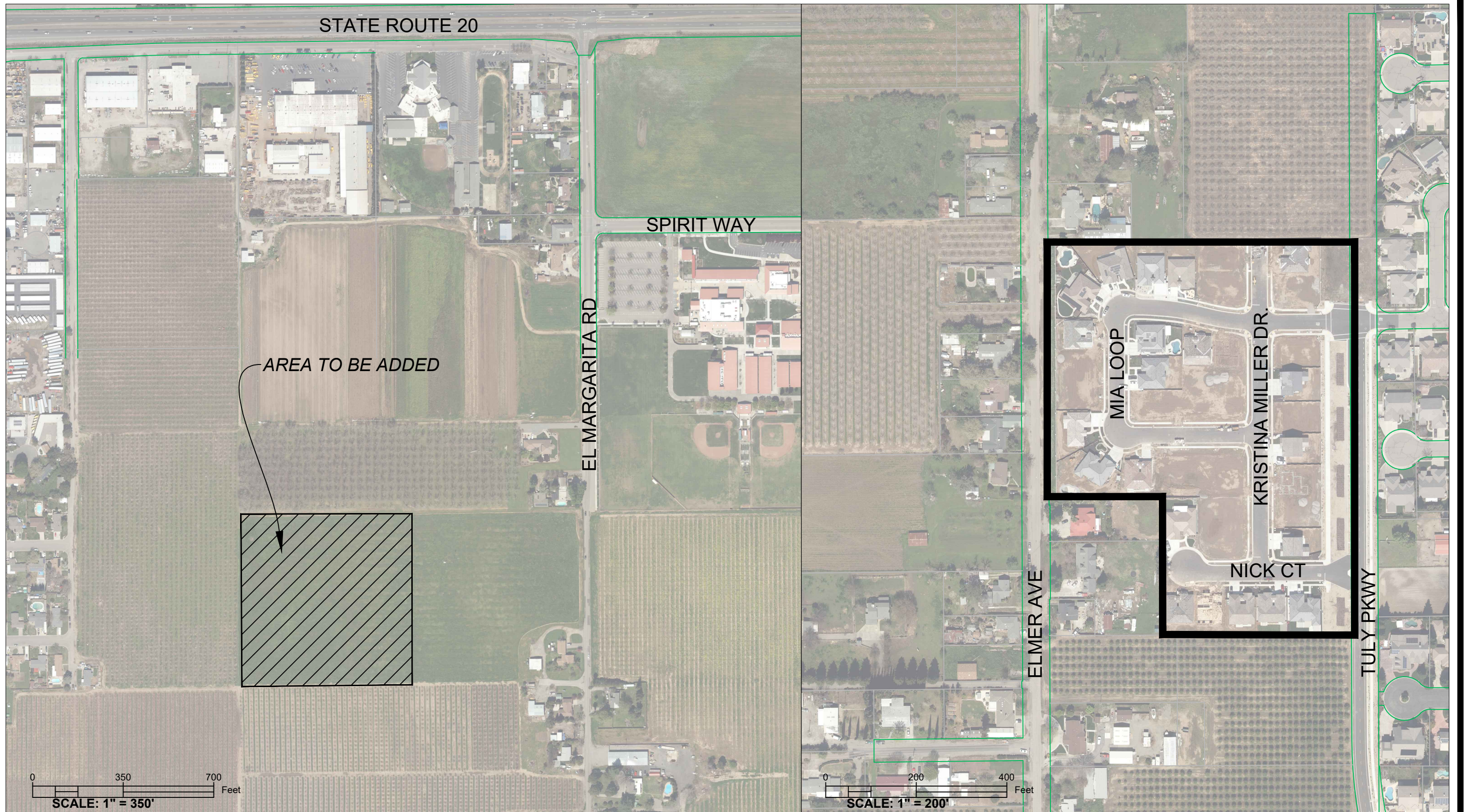
ATTEST:

Ciara Wakefield, City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY

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

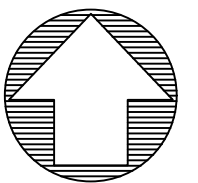
ATTACHMENT 2

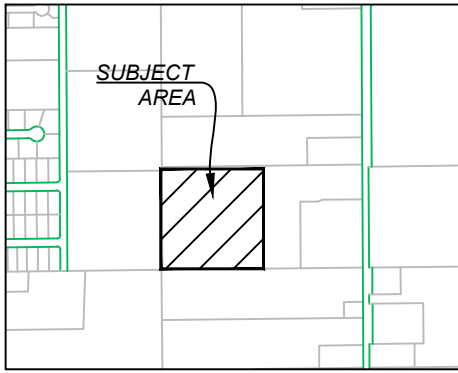


SYMBOL LEGEND:

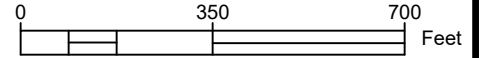
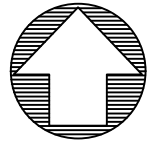
-  - EXISTING ZONE OF BENEFIT K AREA
-  - PARCELS BEING ANNEXED INTO ZONE OF BENEFIT

**LIGHTING AND LANDSCAPE MAINTENANCE
DISTRICT No. 5, ZONE OF BENEFIT K_18
EXISTING ZONE OF BENEFIT MAP**

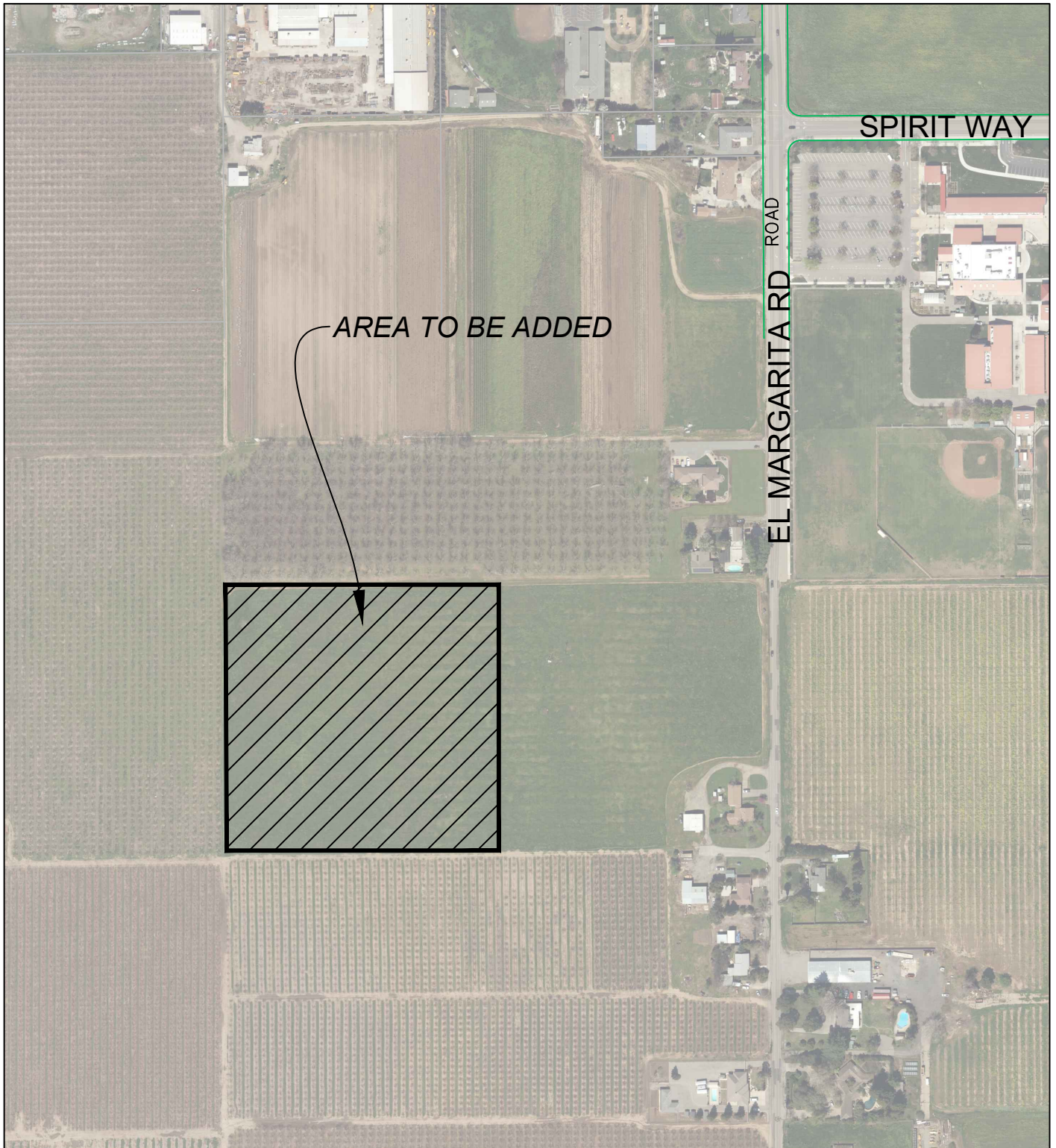




THE RIDGE - UNIT 2
LIGHTING AND LANDSCAPE MAINTENANCE
DISTRICT No. 5
ZONE OF BENEFIT K_18



SCALE: 1" = 350'



CITY OF YUBA CITY
STAFF REPORT

Date: September 15, 2026
To: Honorable Mayor & Members of the City Council;
From: Public Works Department
Presentation By: Joshua Wolffe, Public Works Director

Summary

Subject: Lighting and Landscape Maintenance District No. 5, Zone of Benefit K_18 (Brownstone Estates Annexation)

Recommendation: Adopt a Resolution which takes the following actions:

A. Initiates proceedings to order the annexation of the parcels associated with the Brownstone Estates Subdivision Map, APNs 62-082-019, 62-082-020, and 62-082-021, into existing Yuba City Lighting and Landscape Maintenance District No. 5, Zone of Benefit K_18 and orders the Engineer of Work to file a report with regard to Yuba City Lighting and Landscape Maintenance District No. 5, Zone of Benefit K_18

B. Sets a Public Hearing for October 6, 2026, at 6:00 PM to order the annexation of the parcels associated with the Brownstone Estates Subdivision Map, APNs 62-082-019, 62-082-020, and 62-082-021, into existing Yuba City Lighting and Landscape Maintenance District No. 5, Zone of Benefit K_18 and establishing a levy of assessments for the annexed territory

Fiscal Impact: Receipt of assessments and expenditures of funds for ongoing operation, maintenance, and administration of street landscaping materials, irrigation systems and street lighting within Lighting and Landscape District No. 5, Zone of Benefit K_18

Purpose:

To fund the ongoing operation, maintenance, and administration of street landscaping materials, irrigation systems, and street lighting.

Strategic Focus Area:

Annexing this development into a Lighting and Landscape Maintenance District (LLMD) addresses the City's Strategic Focus Areas of maintaining infrastructure in a fiscally responsible manner, as the LLMD will ensure that street landscaping materials, irrigation systems, and street lighting are maintained and in operation through annual assessments.

Background:

The Brownstone Estates Subdivision Map Development at Assessor's Parcel Numbers (APNs) 62-082-019, 62-082-020, and 62-082-021 is requesting to be included into a Zone of Benefit, as required through the Conditions of Approval for the Subdivision Map. Based on the characteristics of Brownstone Estate Subdivision Map's improvements, the best-fit option for an existing Zone of Benefit annexation would be the existing LLMD No. 5, Zone of Benefit K_18 (Attachment 2).

The existing LLMD No. 5, Zone of Benefit K_18 was established in 2017 for the Valencia Estates subdivision, with a fee per parcel for the operation and maintenance costs associated with street landscaping materials, irrigation systems, and street lighting. The fee per parcel for LLMD No. 5, Zone of Benefit K_18 was determined based on annual maintenance costs for the aforementioned items associated with the Valencia Estates subdivision. To determine the assessment for the Brownstone Estates parcels, the original assessment for Zone of Benefit K_18 will need to be increased to today's dollars using the Consumer Price Index (CPI).

The City has created and modified several LLMDs to encompass several commercial projects and residential subdivisions over the past few years. The process of annexing to an existing District consists of adopting multiple City Council Resolutions, holding Public Hearings, and observing rights of majority protests.

Analysis:

The Public Notice procedure for parcels requesting annexation into an existing LLMD can be waived and an expedited process can be substituted at the request of the property owners of said parcels. The authorized representatives of the Brownstone Estates Subdivision Map have requested to waive the Public Hearing proceedings, which has allowed the City to utilize the expedited process in order to annex the parcels associated with the Brownstone Estates Subdivision Map into the existing LLMD No. 5, Zone of Benefit K_18. This has eliminated the need for the 45-day notice and Public Hearing for the owner of the parcel requesting annexation.

The expedited process consists of the City Council adopting a Resolution which initiates proceedings for the annexation of the new territory into the existing Zone of Benefit, orders a levy of assessments for the parcels requesting to be annexed into the said Zone of Benefit, and then sets a Public Hearing date for all parcel owners which are currently in the Zone of Benefit.

The levy amounts will be established by City staff through the creation of an Engineer's Report for the Zone of Benefit. The Engineer's Report contains a detailed estimate of annual costs to energize and maintain the streetlights, and maintain street trees, landscaping materials, and irrigation systems within the Zone of Benefit.

Once the Resolution has been adopted, the City will publish a 10-day public notice with the local newspaper for the Public Hearing. City Council will then conduct a Public Hearing at the following City Council meeting for the owners of parcels which are currently included in the Zone of Benefit. If the Public Hearing is successful, the City staff will request the adoption of a Resolution which annexes the Brownstone Estates Subdivision Map into the existing Zone of Benefit, confirms, and orders the levy of assessments of the for the parcel.

Fiscal Impact:

Revenue from the assessed parcels is to be used to provide maintenance services and district administrative costs. The Engineer's Report for the Brownstone Estates annexation to Yuba City Lighting and Landscape Maintenance District No. 5 Zone of Benefit K_18 determined the annual assessed amount for the parcels being annexed into the Zone of Benefit. Based on current staff estimates, the assessed amount is \$464.11 per lot, per year, or \$25,061.94 total annually for 54 lots,

and is subject to an annual inflation increase.

Alternatives:

- A. Do not adopt the following Resolution and fund the operation and maintenance of the streetlights, landscaping materials, and irrigation systems from alternative sources.
- B. Direct staff to begin the typical long form Lighting and Landscape Maintenance District annexation procedure.

Recommendation:

Adopt a Resolution which takes the following actions:

- A. Initiates proceedings to order the annexation of the parcels associated with the Brownstone Estates Subdivision Map, APNs 62-082-019, 62-082-020, and 62-082-021, into existing Yuba City Lighting and Landscape Maintenance District No. 5, Zone of Benefit K_18 and orders the Engineer of Work to file a report with regard to Yuba City Lighting and Landscape Maintenance District No. 5, Zone of Benefit K_18
- B. Sets a Public Hearing for October 6, 2026, at 6:00 PM to order the annexation of the parcels associated with the Brownstone Estates Subdivision Map, APNs 62-082-019, 62-082-020, and 62-082-021, into existing Yuba City Lighting and Landscape Maintenance District No. 5, Zone of Benefit K_18 and establishing a levy of assessments for the annexed territory

Attachments:

- 1. Attachment 1 - Resolution
- 2. Attachment 2 - Vicinity Maps

Prepared By:

Kevin Bradford
Deputy Public Works Director - Engineering

Submitted By:

Robert Bendorf
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
INITIATING PROCEEDINGS, ORDERING THE ENGINEER OF WORK TO FILE A
REPORT WITH REGARD TO, AND SETTING A PUBLIC HEARING FOR OCTOBER
6, 2026 TO ORDER THE ANNEXATION OF THE PARCELS ASSOCIATED WITH THE
BROWNSTONE ESTATES SUBDIVISION MAP, APNs 62-082-019, 62-082-020, and
62-082-021, INTO EXISTING YUBA CITY LIGHTING AND LANDSCAPE
MAINTENANCE DISTRICT NO. 5, ZONE OF BENEFIT K_18**

WHEREAS, the City of Yuba City is a municipal corporation duly created and existing pursuant to the Constitution and laws of the State of California; and

WHEREAS, Landscape Maintenance District No. 5 has been formed pursuant to the Landscaping and Lighting Act of 1972, and has been brought into compliance with Proposition 218; and

WHEREAS, the City Council of the City of Yuba City desires to modify Yuba City Lighting and Landscape Maintenance District No. 5, Zone of Benefit K_18 pursuant to the Landscaping and Lighting Act of 1972 (Section 22500 and following Streets and Highways Code) for the purpose of operating and maintaining landscape, irrigation, and lighting facilities associated with the Brownstone Estates Subdivision Map (SM 24-04); and

WHEREAS, the City Council of Yuba City desires to secure an engineer's report in accordance with Article 4 (commencing with Section 22565) of Chapter 1 of the Streets and Highways Code of the State of California; and

WHEREAS, the City Council of Yuba City desires to conduct a Public Hearing for parcels which are currently within Yuba City Lighting and Landscape Maintenance District No. 5, Zone of Benefit K_18 pursuant to the Landscaping and Lighting Act of 1972.

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

1. The City Engineer is hereby ordered to prepare and file a report in accordance with Article 4 (commencing with Section 22565) of Chapter 1 of the Streets and Highways Code of the State of California for the Brownstone Estates Subdivision Map's annexation into existing Yuba City Lighting and Landscape Maintenance District No. 5, Zone of Benefit K_18.

2. Notice is hereby given that the City Council designates October 6, 2026, at 6:00 PM, in the City Council Chambers, City Hall, 1201 Civic Center Boulevard, Yuba City, CA as the date, time, and place for the hearing of protests or objections to the annexation of the Brownstone Estates Subdivision Map parcel's annexation into existing Yuba City Lighting and Landscape Maintenance District No. 5, Zone of Benefit K_18. All interested persons shall be afforded the opportunity to hear and be heard. The City Council shall consider all oral statements and all written protests or communications made or filed by any interested person. Prior to the conclusion of the hearing, any interested person may file a written protest with the City Clerk or, having previously filed a protest, may file a written withdrawal of that protest. A written protest shall state all grounds of objection. A

protest by a property owner shall contain a description sufficient to identify the property owned by the signer. Written protests may be delivered in person to the City Clerk or may be mailed to the City Clerk at City Hall, 1201 Civic Center Boulevard, Yuba City, CA 95993. Any written protest that is mailed must be received at City Hall at or prior to 4:30 PM on October 6, 2026.

3. 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 15th day of September, 2026.

AYES:

NOES:

ABSENT:

Marc Boomgaarden, Mayor

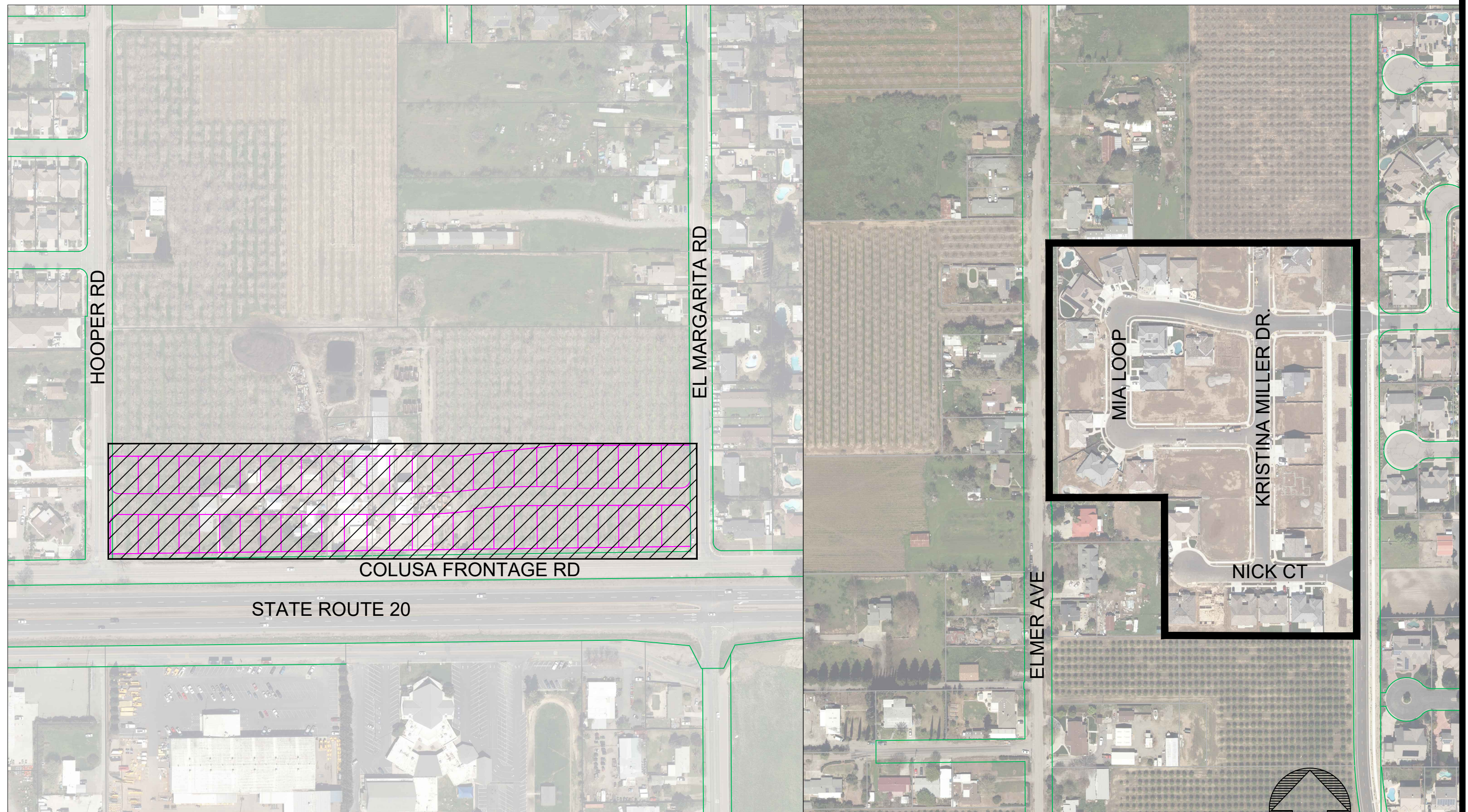
ATTEST:

Ciara Wakefield, City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY

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

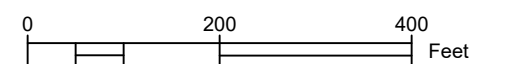
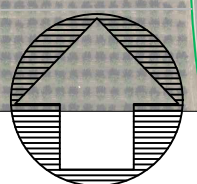
ATTACHMENT 2



SYMBOL LEGEND:

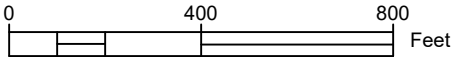
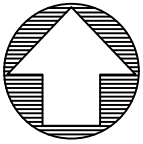
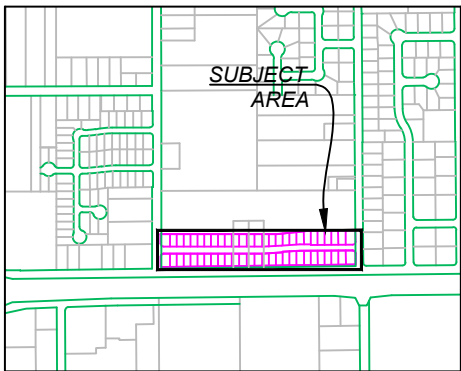
- EXISTING ZONE OF BENEFIT K AREA
- PARCELS BEING ANNEXED INTO ZONE OF BENEFIT

**LIGHTING AND LANDSCAPE MAINTENANCE
DISTRICT No. 5, ZONE OF BENEFIT K_18
EXISTING ZONE OF BENEFIT MAP**

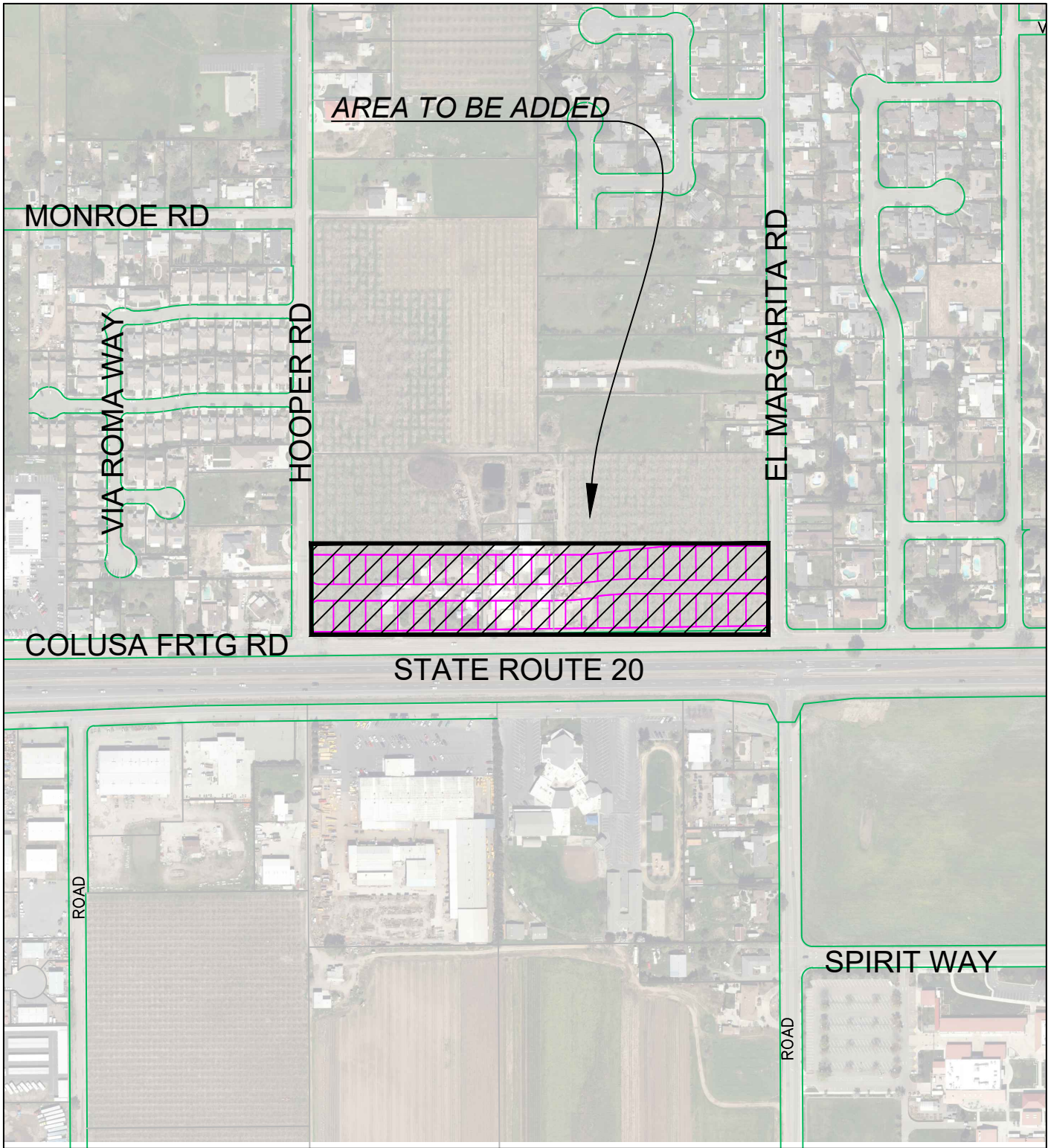


SCALE: 1" = 200'

***BROWNSTONE ESTATES
LIGHTING AND LANDSCAPE MAINTENANCE
DISTRICT No. 5
ZONE OF BENEFIT K_18***



SCALE: 1" = 400'



CITY OF YUBA CITY
STAFF REPORT

Date: September 15, 2026
To: Honorable Mayor & Members of the City Council;
From: Public Works Department
Presentation By: Joshua Wolffe, Public Works Director

Summary

Subject: Public Works Street Sweeper Equipment Capital Acquisition
Recommendation: Adopt a Resolution awarding a purchasing contract to TYMCO, Inc. of Waco, Texas for the purchase of one (1) Model 600 Sweeper in the not to exceed amount of \$394,828.01, including tax and freight, plus 10% contingency of \$39,482.80 for a total of \$434,310.81, by piggybacking on Sourcewell Open Contract #062425-TYM with the finding that it is in the best interest of the City
Fiscal Impact: \$434,310.81 from the Vehicle Replacement Fund Acct. No. 6610-69415

Purpose:

Purchase street sweeping equipment, which was approved and authorized in the Fiscal Year 2026-27 Operating Budget, for the Public Works Department, Street Maintenance Division.

Council's Strategic Focus Area:

This item addresses the City Council's Strategic Focus Area of *Infrastructure* by ensuring that the Street Maintenance Division has the necessary equipment to maintain clean streets and drain inlets.

Background:

The City's Street Maintenance Division is responsible for street sweeping more than 255 miles of roadway within City limits. The Division currently operates two street sweepers, one of which has reached the end of its useful life and is experiencing increasingly frequent and costly repairs. In anticipation of the need to replace this equipment, staff included funding for the purchase of a replacement street sweeper as a Capital Acquisition in the Fiscal Year 2026-27 Operating Budget.

Beginning in early 2026, staff contacted several street sweeper manufacturers and vendors to schedule equipment viewings and demonstrations. Key Street Maintenance and Fleet Maintenance staff participated in the demonstrations to evaluate each sweeper based on its functionality, reliability, ease of maintenance, and ability to meet the City's operational needs.

Following completion of the demonstrations and evaluation of the available equipment, staff unanimously determined that the TYMCO Model 600 Sweeper best meets the City's street sweeping needs.

Analysis:

The Public Works Department recommends the purchase of a new Model 600 Sweeper pursuant to Municipal Code Section 2-6.14. This policy allows Council to waive competitive bidding requirements when it determines it is in the best interest of the City to do so in favor of cooperative purchasing. TYMCO, Inc. of Waco, Texas has been awarded a contract under the Sourcewell Cooperative Program (Sourcewell) for the Model 600 Sweeper. Staff recommends piggybacking on the cooperative Sourcewell Open Contract #062425-TYM for this procurement process. Staff have tested the Model 600 Sweeper in person and recommend this equipment and its specific configuration, performance capabilities, and safety features that are critical to the Division's efficiency.

Sourcewell gathers nationwide bids for products and services resulting in time and cost efficiencies throughout the procurement process and better purchasing leverage due to a nationwide scope. The City has utilized Sourcewell on numerous occasions in recent years for equipment purchases with great results. Some of these include: JCB417 Wheel Loader for the Corporation Yard and a CAT Compact Track Loader and Trailer for the Streets Division.

Fiscal Impact:

The Fiscal Year 26/27 operating budget approved by Council includes \$440,000.00 in the Vehicle Replacement Fund (VRF) for the purchase of a Street Sweeper. The total cost of the Model 600 Sweeper, from TYMCO, Inc of Waco, Texas, meeting the City's specifications is \$394,828.01, including tax and freight. Public Works recommends a 10% contingency of \$39,482.80 in the event of unanticipated freight costs or other costs in the interim. Any remaining funds approved by Council can be transferred back to the VRF funds once the purchase is complete.

Alternatives:

1. Advise staff to submit the purchase for formal bids and return to council with bid results.
2. Advise staff to continue utilizing current equipment, which would result in higher costs and lower flexibility to effect street sweeping on a regular schedule.

Recommendation:

Adopt a Resolution awarding a purchasing contract to TYMCO, Inc. of Waco, Texas for the purchase of one (1) Model 600 Sweeper in the not to exceed amount of \$394,828.01, including tax and freight, plus 10% contingency of \$39,482.80 for a total of \$434,310.81, by piggybacking on Sourcewell Open Contract #062425-TYM and authorizing the City Manager to execute the contract subject to review and approval as to legal form by the City Attorney, with the finding that it is in the best interest of the City.

Attachments:

1. Attachment 1 - Resolution
2. Exhibit A - TYMCO Quote
3. Exhibit B - Sourcewell Contract #062425-TYM

Prepared By:
Tami Omand

Submitted By:
Robert Bendorf

Public Works Administrative Analyst

City Manager

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY AWARDING A
PURCHASING CONTRACT TO TYMCO, INC. OF WACO, TEXAS FOR THE
PURCHASE OF ONE (1) MODEL 600 SWEEPER**

WHEREAS, the City of Yuba City Public Works Department identified the need for a critical equipment acquisition to support maintenance and operational reliability: one (1) street sweeper; and

WHEREAS, TYMCO, Inc has been awarded a contract under the Sourcewell Cooperative Program (Sourcewell) and is an authorized distributor of the specific equipment and operational capabilities required by the City; and

WHEREAS, the City has met the requirements to purchase the equipment pursuant to the Municipal Code Section 2-6.14; and

WHEREAS, the purchase price for the street sweeper is reasonable and on par with similar proprietary equipment; and

WHEREAS, this purchase is consistent with the Fiscal Year 26/27 Operating Budget approved by the City Council, and funding is available within the respective accounts; and

WHEREAS, the City Council now desires to authorize the purchase of Model 600 Sweeper from TYMCO, Inc.

NOW, THEREFORE, the City Council of the City of Yuba City resolves 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 finds that a piggyback cooperative contract award is in the City's best interest on grounds including that TYMCO, Inc is an authorized distributor of the Model 600 Sweeper in the region, that acquisition of this equipment is the only financially and operationally practical option in light of the City's current operating systems, safety requirements, and performance needs, and that the purchase price is fair, reasonable, and comparable to similar proprietary equipment and hereby awards a purchasing contract for the purchase for one (1) Model 600 Sweeper. As such, the City Council of City of Yuba City awards the purchase of one (1) Model 600 Sweeper to TYMCO, Inc of Waco, Texas in the not to exceed amount of \$394,828.01 plus the contingency amount of \$39,482.80 for a total of \$434,310.81. The City Council finds this purchase and award is in the best interest of the City.
3. The City Council of the City of Yuba City authorizes the City Manager to execute the contract on behalf of the City, subject to review and approval as to legal form by the City Attorney.
4. 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 15th day of September, 2026.

AYES:

NOES:

ABSENT:

Marc Boomgaarden, Mayor

ATTEST:

Ciara Wakefield, City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY:

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

Attachment(s):

Exhibit A – TYMCO Quote

Exhibit B – Sourcewell Contract #062425-TYM

EXHIBIT A

Sweeper Quote

Sweeper Model: Model 600®

Sourcewell Contract #: 062425 (Dec. 11, 2025 - Oct. 27, 2029)



Customer:	Yuba City, CA
Sourcewell Member #:	32546
Customer Contact Name:	Josh Wolffe
TYMCO® Dealer:	GCS Environmental Equipment
TYMCO® Dealer Contact:	Tracy Pinkston
Quote Date:	8/4/26
Quote Validity:	30 Days
Quoted By:	Kaye Morgan
FOB:	Yuba City, CA
Delivery ARO:	150-210 Days - See NOTE Below

*Purchasing Details: Issue Purchase Orders to TYMCO, Inc., ATTN: Kaye Morgan
(kaye.morgan@tymco.com | 254-799-5546).*

Quote is Good for 30 Days (Unless Otherwise Noted Above) | Pricing is Quoted in US Dollars (USD) | Payment Terms: Net 30 Days

Model 600® Sweeper Standard Equipment

Auxiliary Engine: John Deere diesel turbocharged 4045T Final Tier 4; 4 cylinder; 4.5 L (275 CID); 99 HP @ 2200 RPM; Torque 315 ft. lb. @ 1600 RPM; fuel/water separator, fuel filter; Donaldson PowerCore® air filter with scavenged pre-filter; Remote oil filter; 3.8 useable gallon Diesel Exhaust Fluid (DEF) tank. Includes John Deere Standard Warranty coverage 2 Years / 2000 Hours and Extended Warranty coverage up to 5 Years / 5000 Hours, contact factory for details.

Auxiliary Engine Air Filter Restriction Indicator with Gauge (In-Cab): A filter restriction gauge included on the in-cab BlueLogic display with an audio and visual high restriction indicator.

Auxiliary Engine Protection System: Engine ECU to provide automatic engine monitoring with derate or shutdown when engine problem is detected such as high coolant temperature or low oil pressure.

Auxiliary Fuse Panel: A 12V DC fused power source panel for any needed additional electrical components or accessories, i.e. radios, warning lights, controls, etc.

Auxiliary Hydraulic System: Electrically operates hydraulic system without auxiliary engine (for raising gutter broom, pick-up head and dumping hopper)

Back-Up Alarm

BlueLogic® Control System: Multiplexed electrical system includes hardware and TYMCO® designed software that integrates the in-cab controls to the auxiliary engine and all sweeper functions; as well as provides intelligent safety features. The BlueLogic Control System provides sweeper and auxiliary engine data to the operator through the touchscreen display and the multiplexed switch pack. The display is pedestal mounted for improved visibility and includes hour meters (Trip and Total) for the auxiliary engine, gutter brooms, pick-up head, blower, water pump, and BAH broom if applicable; sweeper odometer (records curb miles swept and sweeping hours), service reminders, custom reminders, overspeed warning, low water audible alarm, dust control system winterization guide and On-Board Diagnostics (OBD) for the auxiliary engine and sweeper.

Duo Skids: Warranty - 2 YRS / 2000 hours prorated

Dust Control System: 220 gallon capacity polyethylene water tank; 5 gpm electric diaphragm type pump; low water audible alarm and message on BlueLogic display; external water level indicator; spray nozzles around pick-up head, gutter broom(s) and inside hopper.

GPS Sweeping Status Kit: This option gives the ability for users to easily access sweeper inputs for their individual fleet's GPS solutions provider

Gutter Brooms (Twin), LED Floodlights and Parabolic Mirrors: Left and right side mounted 43" diameter wire filled digger type; adjustable LED floodlight for each gutter broom; 10.5" parabolic mirrors.

High Capacity Dust Separator

Hydraulic System Protection: Hydraulic filter restriction indicator mounted in filter manifold; sight level gauge mounted on tank. BlueLogic control system continually monitors oil temperature.

LED Alternating Warning Lights: Mounted on rear of hopper (2 oval lights)

LED Amber Beacon Light: Mounted on top of hopper in center position

LED Floodlights: Mounted on rear of hopper (2 lights)

LED Stop/Turn/Tail/Clearance Lights

Pressure Bleeder: Air pressure is deflected out, allowing additional suction across the front of pick-up head.

Rear View Camera System: Heavy duty rear infrared camera with 7" color monitor mounted in cab

Reverse Pick-Up Head System: Assists in backing up with Pick-Up Head down

Rubber Lined Blower: Warranty - 1 YR / 1,000 hours prorated

Water Fill Hose & Rack: Flexible 20 foot long water tank fill hose with 2-1/2 inch hydrant coupling with rack mount. System incorporates air gap.

Work Platform: Easily accessible work platform located between truck cab and sweeper. Standard equipment with conventional chassis with 165" WB and horizontal exhaust. **Not available with Extra Water Capacity or Chassis Vertical Exhaust.**

Sweeper Warranty: Warranty - 1 YR / 1,000 hours (Contact Factory for Details)

Section / Type	Qty	Model 600* Sweeper and Cab/Chassis Equipment	Sourcewell Catalog Price	Sourcewell Net Price (After 5% Discount)	Net Price Extended
600000	1	Model 600* Sweeper with Standard Equipment (Base Price)	\$210,500.00	\$199,975.00	\$199,975.00
1		Auxiliary Engine Hydraulic Options:			
2		Gutter Broom Options:			
600022-B	1	Gutter Broom Tilt Adjuster: Right	\$878.00	\$834.00	\$834.00
600022-A	1	Gutter Broom Tilt Adjuster: Left	\$878.00	\$834.00	\$834.00
600070	1	Gutter Broom Variable Speed: Right and Left	\$824.00	\$782.00	\$782.00
3		Dust Control System Options:			
600004	1	A.O.D. (Air Operated Diaphragm) Water Pump with Wash Down Hose & Gun (Exchange)	\$2,193.00	\$2,083.00	\$2,083.00
600021	1	Extra Water Capacity - 330 Gallons: COMDEX®	\$4,933.00	\$4,686.00	\$4,686.00
600013	1	Sweeper Deluge System	\$1,097.00	\$1,042.00	\$1,042.00
600033-C	1	Additional Water Nozzle: Hopper	\$440.00	\$418.00	\$418.00
600077	1	Low Emissions Package <i>*South Coast AQMD Rule 1186 Compliant</i>	\$1,646.00	\$1,563.00	\$1,563.00
600009	1	Water Tank Level Gauge	\$659.00	\$626.00	\$626.00
4		Hopper Options:			
600036	1	Abrasion Protection Package	\$1,043.00	\$990.00	\$990.00
600084	1	Dump Switch in Cab	\$222.00	\$210.00	\$210.00
Unpublished	1	Limb Guard	\$211.00	\$200.00	\$200.00
Unpublished	1	Stainless Steel Hopper Screen (Split)	\$843.00	\$800.00	\$800.00
5		Pick-Up Head Options:			
600062	1	Double Duo Skids (4" wide) with Skid Bumper Extension Set (3") (Exchange)	\$2,193.00	\$2,083.00	\$2,083.00
600076	1	Linear Actuator w/Gauge - Pressure Bleeder	\$495.00	\$470.00	\$470.00
600063	1	Pick-Up Head Curtain Lifter	\$1,646.00	\$1,563.00	\$1,563.00
600059	1	Pick-Up Head Pressure Inlet Water Injection System	\$1,974.00	\$1,875.00	\$1,875.00
6		Auxiliary Hand Hose Options:			
600035	1	Auxiliary Hand Hose	\$2,743.00	\$2,605.00	\$2,605.00
7		Camera System Options:			
600008-C	1	Pick-Up Head View - Full Width	\$1,097.00	\$1,042.00	\$1,042.00
8		Sweeper Additional Options:			
600075	1	Auto Sweep Assist (ASA)	\$2,743.00	\$2,605.00	\$2,605.00
Unpublished	1	Sweeper Paint: TYMCO® Standard White	\$0.00	\$0.00	\$0.00
9		Special Sweeper Options:			
10		Cab Chassis:			
Unpublished	1	2026 Freightliner M2-106 PLUS, 33,000 lb. GVWR, 165" WB, Diesel (1-SPD) Chrome Package * For Use in California	\$125,675.00	\$125,675.00	\$125,675.00
11		Chassis Additional Options			
600803	1	Fire Extinguisher	\$103.00	\$103.00	\$103.00
600804	1	Hazard Reflectors	\$103.00	\$103.00	\$103.00
600823	1	LED Amber Traffic Directing Light: Rear Mounted	\$817.00	\$817.00	\$817.00
600813-A	1	Parabolic Mirror Head: 12" - LH (Exchange)	\$77.00	\$77.00	\$77.00
600813-B	1	Parabolic Mirror Head: 12" - RH (Exchange)	\$77.00	\$77.00	\$77.00
Unpublished	1	Truck Paint: Standard Factory White	\$0.00	\$0.00	\$0.00
12		Special Chassis Options:			
13		Take-Off Items - Sweeper & Chassis			
14		Dealer Installed Options:			
15		Additional Options:			
Unpublished	1	Freight / PDI / Inservice	\$12,500.00	\$12,500.00	\$12,500.00
Unpublished	1	Tariff Surcharge - 2026 Model Year Freightliner	\$1,500.00	\$1,500.00	\$1,500.00
Unpublished	1	CA Sales Tax (7.25%)	\$26,690.01	\$26,690.01	\$26,690.01

Purchasing Details: Issue Purchase Orders to TYMCO, Inc., ATTN: Kaye Morgan

(kaye.morgan@tymco.com | 254-799-5546).

Quote is Good for 30 Days (Unless Otherwise Noted Above) | Pricing is Quoted in US Dollars (USD) | Payment Terms: Net 30 Days

Total Price:	\$394,828.01
FOB:	Yuba City, CA
Delivery ARO:	150-210 Days - See NOTE Below

Notes 1.

NOTE: Delivery Subject to Truck Availability.

2.

Purchase Order to be made out to: TYMCO, INC. (EMAIL ATTN: kaye.morgan@tymco.com)

EXHIBIT B

**MASTER AGREEMENT # 062425****CATEGORY: Street and Specialty Sweepers with Related Equipment, Accessories, and Supplies****SUPPLIER: TYMCO, Inc.**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and TYMCO, Inc., 225 E. Industrial Blvd., Waco, TX 76705 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

**Article 1:
General Terms**

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about

062425-TYM

Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on October 27, 2029, unless it is cancelled or extended as defined in this Agreement.
 - a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
 - b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP # 062425 to Participating Entities. In Scope solutions include:
 1. Sourcewell is seeking proposals for Street and Specialty Sweepers with Related Equipment, Accessories, and Supplies intended or designed for sweeping, vacuuming, or cleaning of streets, roadways, alleys, parking facilities, sidewalks, trails, paths, and airport runway or airfield surfaces, such as:
 - a. Street, sidewalk, parking lot, and runway sweeping and cleaning equipment of every size, model, or design;
 - b. Litter, trash, and debris vacuums; and,
 - c. Optional equipment, accessories, supplies and replacement or wear parts directly related to the offering of the solutions in subsections 1. a. - b. above.
 2. The primary focus of this solicitation is on Street Sweepers and Specialty Sweepers with Related Equipment, Accessories, and Supplies, and the related offering of equipment, supplies, and services. This solicitation should NOT be construed to include services only solutions.
 3. Proposers may include rental of street sweepers, specialty sweepers, debris vacuums and related equipment provided that they are complimentary to Proposer's offering of street and specialty sweepers.
 4. This solicitation does not include those equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell:
 - a. Snow and Ice Handling Equipment, Supplies, and Accessories (RFP #062222);
 - b. Facility MRO, Industrial, and Building-Related Supplies and Equipment (RFP #091422);
 - c. Airport Runway and Emergency Equipment with Related Services; except as called out above (RFP #111522);
 - d. Grounds Maintenance Equipment, Attachments, and Accessories with Related Services (RFP #112624); and,
 - e. Roadway Maintenance Equipment (RFP #050625).

Proposers may include related equipment, accessories, and services to the extent that these solutions are directly related to turnkey solutions for subsections 1. a. - c. above.

- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
 - ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
 - iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.
- 14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.
- 15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

16) Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200). Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to “federal” should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier’s Included Solutions with United States federal funds.

i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of

every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other

award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2: Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
 - Identify the applicable Sourcewell Agreement number;
 - Clearly specify the requested change;

- Provide sufficient detail to justify the requested change;
- Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
- Maintenance and management of this Agreement;
 - Timely response to all Sourcewell and Participating Entity inquiries; and
 - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.
- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and

- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.
- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.

- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.
- 18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.
- 19) **Grant of License.**
 - a) **During the term of this Agreement:**
 - i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.
 - ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.
 - b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article.

Each party will be responsible for any breach of this section by any of their respective sublicensees.

c) **Use; Quality Control.**

- i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

- d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
 - \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate

- b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
 - c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
 - d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.
 - e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.
- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3: Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms

control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

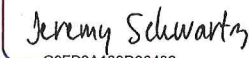
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.

062425-TYM

- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

TYMCO, Inc.

Signed by:

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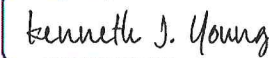
By: _____

Jeremy Schwartz

Title: Chief Procurement Officer

12/11/2025 | 8:19 PM CST

Date: _____

Signed by:

4965F8C1D4074F8...

By: _____

Kenneth J. Young

Title: President

12/11/2025 | 12:57 PM PST

Date: _____

CITY OF YUBA CITY
STAFF REPORT

Date: September 15, 2026
To: Honorable Mayor & Members of the City Council;
From: Public Works Department
Presentation By: Joshua Wolffe, Public Works Director

Summary

Subject: Prop 1 IRWM Trash Capture Projects - West Yost PSA Amendment 3
Recommendation: Adopt a Resolution authorizing Amendment No. 3 to the Professional Services Agreement with West Yost and Associates, Inc. to authorize additional engineering services required to address unforeseen design challenges.
Fiscal Impact: \$53,952 broken down as follows:
\$32,426 – Account No. 1296 (Project 4)
\$21,526 – Account No. 1297 (Project 5)

Purpose:

To minimize adverse water quality impacts from point sources to surface and groundwater and to improve and protect riparian and fish habitat, and fish passage by the removal of trash debris.

Strategic Focus Areas: The projects address the City's Strategic Focus Area of Improving Infrastructure.

Background:

The City of Yuba City is a stakeholder in the North Sacramento Valley (NSV) Integrated Regional Water Management (IRWM) region, which includes Butte, Colusa, Glenn, Shasta, Sutter, and Tehama Counties.

In 2019, Butte County was the lead agency for the NSV IRWM Proposition 1 Round 1 grant funding application. Butte County examined various stakeholder's projects that have been identified in approved Storm Water Resource Plans (SWRP). Two of the City's SWRP projects were selected to be included in Butte County's NSV IRWM Proposition 1 Round 1 grant application: Project 4 Gilsizer North Detention Basin Improvement Project (Project 4) and Project 5 Lincoln Road Trash Capture Project in Gilsizer Slough at Lincoln Road (Project 5). The City's projects were awarded funding by DWR in the amount of \$970,700 on July 3, 2020.

Project 4 involves improvements to the detention basin east of the City's Corporation Yard, constructing a cover for the existing fuel station at the Corporation Yard, and installation of

retractable tarps for bulk material storage areas at the Corp Yard. Project 5 involves installing a full capture trash capture device to a newly constructed concrete pad at the bottom of Gilsizer Slough downstream of Lincoln Rd. Refer to Attachment 2 for a location map showing these two projects. The goal of these projects is to reduce pollution from the City's storm water system to downstream waterways, such as the Gilsizer Slough and Feather River.

On July 20, 2021, Council authorized the City Manager to enter into a Subrecipient Agreement with Butte County allowing allocation of the grant funds for these projects. Then on April 5, 2022, Council authorized the City Manager to execute a Professional Services Agreement with West Yost and Associates, Inc. (West Yost) to facilitate environmental documents, permitting, and design of the projects. Council previously authorized Amendment No. 1 on April 7, 2023, which provided an additional \$10,150 for improving calibration of the City's regional drainage model to provide the most cost-effective design, and Amendment No. 2 on March 17, 2026, which provided an additional \$145,800 for completing plans and specs for the alternative designs of Project 4 and 5.

Analysis:

Following approval of Amendment No. 2 to the Professional Services Agreement, development of plans and specifications for both projects continued. For Project 4, design efforts focused on advancing the single acceptable trash capture alternative. For Project 5, additional modeling of the alternative location within the City's storm drain system was completed to adequately size the proposed trash capture device and establish the feasibility of the alternative.

West Yost completed the necessary modeling for Project 5 and confirmed the feasibility of the proposed alternative; however, significant design and construction challenges were identified due to the size and required installation depth of the trash capture device. The depth of the excavation would require additional engineering plans and specifications for shoring and dewatering, increasing the project's design complexity, construction risk, and cost. Similar challenges were identified for Project 4, where the proposed trash capture device near the north outlet of the N. Gilsizer Detention Basin requires additional design and construction considerations, including detailed plans and specifications for excavation, shoring, and dewatering, beyond those originally anticipated by the City or included in West Yost's scope of services.

As a result of these design challenges, West Yost has exhausted the remaining budget authority for both projects and requires additional funding. West Yost has submitted a proposal for additional engineering services to finalize the plans and specifications for both projects. Additionally, the proposal incorporates engineering services during construction, which will provide essential staff support and help minimize the risk of unforeseen project expenses during construction. Staff have reviewed the proposal and found that the estimated hours are realistic, and the rates continue to be industry standard. Staff recommend approval of the amendment because completing these projects is in the City's best interest, will support fulfillment of the requirements of the Proposition 1 Integrated Regional Water Management (IRWM) Grant, and will better position the City to meet future State trash capture requirements.

Fiscal Impact:

Council authorization will amend the existing Professional Services Agreement by \$53,952, with \$32,426 allocated to Project 4 (Account No. 1296) and \$21,526 allocated to Project 5 (Account No. 1297).

The grant-funded design budgets for Projects 4 and 5 have been substantially exhausted; therefore, local funds will be required to complete the remaining design services. Approximately \$223,824 is available in Account No. 911296 and \$122,215 is available in Account No. 911297 to fund the proposed amendment. Staff will present the full fiscal impacts associated with project construction when a construction contract is brought forward for award.

Alternatives:

1. Do not award Amendment No. 3, which would result in the City forfeiting \$960,700 in grant funds.
2. Award funds for just one of either Project 4 or Project 5, which results in the City forfeiting grant funds for whichever project is not funded.

Recommendation:

Adopt a Resolution authorizing Amendment No. 3 to the Professional Services Agreement with West Yost and Associates, Inc. to authorize additional engineering services required to address unforeseen design challenges.

Attachments:

1. Resolution - Prop 1 IRWM Projects - Amendment 3
2. Exhibit A - Amendment 3 - Prop 1 IRWM Additional Design Services

Prepared By:

William Jow
Assistant Engineer

Submitted By:

Robert Bendorf
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
AUTHORIZING AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES
AGREEMENT WITH WEST YOST & ASSOCIATES, INC. FOR ADDITIONAL
ENGINEERING SERVICES FOR THE PROPOSITION 1 ROUND 1
INTEGRATED REGIONAL WATER MANAGEMENT PROJECTS**

WHEREAS, on April 5, 2022, the Council awarded a Professional Services Agreement to West Yost & Associates, Inc. ("West Yost") to provide professional services for the Proposition 1 Integrated Regional Water Management (IRWM) projects (Projects); and

WHEREAS, on April 7, 2023, Council authorized Amendment No. 1 to the Professional Services Agreement with West Yost, to provide additional engineering services to improve calibration of the City's regional drainage model and support development of the project designs; and

WHEREAS, on March 17, 2026, Council authorized Amendment No. 2 to the Professional Services Agreement with West Yost, to complete final design of the Projects; and

WHEREAS, following completion of additional modeling for Project 5, West Yost established the feasibility of the proposed alternative but identified significant design challenges associated with the size and required installation depth of the proposed trash capture device; and

WHEREAS, similar design challenges were identified for Project 4 at the proposed trash capture device location near the north outlet of the N. Gilsizer Detention Basin, requiring additional design services beyond those originally anticipated; and

WHEREAS, West Yost has submitted a proposal for additional engineering services necessary to address the unforeseen design challenges, complete the final designs, and provide anticipated engineering services during construction for Projects 4 and 5; and

WHEREAS, the Council desires to amend the Professional Services Agreement with West Yost a third time to finalize the Projects; and

WHEREAS, it has been determined by Council that completing design of the Projects and amending the Professional Services Agreement is in the public interest.

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

1. The City Council of the City of Yuba City approves Amendment No. 3 to the Professional Services Agreement dated April 5, 2022, by and between the City of Yuba City and West Yost & Associates, Inc., and authorizes the City Manager to execute said amendment. The City Council finds that approval of such amendment is in the best interest of the City.

The foregoing Resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 15th day of September 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 – Amendment No. 3 to the Professional Service Agreement

EXHIBIT A

Public Works



AMENDMENT NO. 3 TO THE AGREEMENT FOR PROFESSIONAL SERVICES WEST YOST AND ASSOCIATES, INC.

West Yost and Associates, Inc.
2020 Research Park Dr
Davis, CA 95618

SUBJECT: Amendment No. 3 to Scope of Services for Yuba City's Prop 1 Integrated Regional Water Management Trash Capture Projects

This Amendment to the Agreement for Professional Services dated April 5, 2022 ("Third Amendment") is made and entered into as of the ____ day of _____, 2026 by and between the City of Yuba City ("City") and West Yost and Associates, Inc. ("Consultant").

Recitals

Whereas, by Professional Services Agreement dated April 5, 2022 ("Prime Agreement"), City entered into an agreement with Consultant for professional engineering services for the City's Proposition 1 Integrated Regional Water Management's Trash Capture Projects in the amount of \$180,093.00.

Whereas, the City Manager executed Amendment No. 1 to the Prime Agreement on April 7, 2023.

Whereas, the City Manager executed Amendment No. 2 to the Prime Agreement on March 17, 2026.

Whereas, the Parties desire to amend the Prime Agreement for the third time to include additional services to finish modeling and design of the Proposition 1 Integrated Regional Water Management's Trash Capture Projects.

Agreement

In consideration of the foregoing Recitals and for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the City and Consultant agree as set forth herein.

1. Section 1, Scope of Services, of the Prime Agreement is amended to include the following:

**See Attached Scope of Services
(Exhibit A)**

2. Section 3, Compensation, of the Prime Agreement is amended to add the following:

For services rendered by Consultant under this Amendment No. 3 to the Prime Agreement as outlined above, Consultant's Compensation shall not exceed \$53,952 where specifically Task 3 shall not exceed \$4,638, Task 4 shall not exceed \$15,146, Task 5 shall not exceed \$8,884, and Task 6 shall not exceed \$25,284.

3. A copy of the Prime Agreement is attached hereto as Exhibit "B" and, except as otherwise amended by this third Amendment, is incorporated as though set forth in full herein.

Public Works



4. Except as amended in this Third Amendment, the terms and conditions of the Prime Agreement, First Amendment, and Second Amendment shall remain the same and shall be in full force and effect. This Third Amendment is not effective until approved and executed by the authorized City representative.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year first written above.

CITY:

CITY OF YUBA CITY, a municipal corporation

Robert Bendorf, City Manager

CONSULTANT:

WEST YOST AND ASSOCIATES, INC.

Name: _____

Title: _____

Kindly execute the original and two (2) copies and return to City Hall at 1201 Civic Center Boulevard, Yuba City, CA 95993; the City will return a fully-executed copy to you via mail for your files.

Attachments:

Exhibit A: West Yost Proposal – Prop 1 IRWM Projects Third Amendment

Exhibit B: Amendment No. 2 and Amendment No. 1 with Prime Agreement

Public Works



Exhibit A

August 20, 2026

SENT VIA: EMAIL

William Jow
Assistant Engineer
City of Yuba City
Public Works Department
1201 Civic Center Blvd.
Yuba City, CA 95993

SUBJECT: Amendment to Proposal for Remaining Engineering Services to Evaluate CDS Unit Trash Capture Modeling and Design Support (Projects 4 and 5)

Dear William:

This amendment covers the additional services and budget requested by the City of Yuba City (City). Except as modified below, the scope of services and assumptions described in the original proposal remain unchanged.

SCOPE OF SERVICES

The scope of services in this amendment is described below by task.

Task 3. Corporation Yard Fuel and Storage Covering Design and Specifications

West Yost will incorporate City review comments, finalize the specifications, and stamp/sign and provide you the final contract documents. The additional budget for this task is **\$4,638**.

Task 3 Deliverables

- Final construction drawings and technical specifications for the Corporation Yard fuel and storage cover structure.

Task 4. Gilsizer Detention Basin North Trash Capture Facility Design and Specifications

West Yost will complete the remaining design services, including review and finalization of the plans and specifications, preparation of the cost estimate, and stamp/sign and provide you the contract documents. The additional budget for this task is **\$15,146**.

Task 4 Deliverables

- Draft 100% and Final construction drawings for the Gilsizer Detention Basin North trash capture facility.
- Draft and Final Technical specifications supporting the basin improvements and CDS unit installation.
- Coordination with Contech to incorporate CDS unit plans and standard details into the design documents.

Task 5. South Yuba City Trash Capture Design and Specifications

West Yost will complete the remaining design services, including review and finalization of the plans and specifications, preparation of the cost estimate, and stamp/sign and provide you the contract documents. The additional budget for this task is \$8,884.

Task 5 Deliverables

- Final construction drawings for the selected South Yuba City trash capture device location
- Technical specifications supporting CDS unit installation and associated storm drain modifications
- Incorporation of Contech CDS unit standard details and coordination documentation

Task 6. Bid and Engineering Services During Construction for the Task 4 and 5 Projects

West Yost will provide limited engineering support during bidding and construction for the two trash capture projects on a time-and-expense basis within this available task budget of \$25,284. Services will include responding to bidder questions, Requests for Information (RFIs), and reviewing submittals related to the trash capture improvements, as requested by the City. The City will facilitate posting and receipt of bids.

Engineering services during construction for the Corporation Yard improvements are not included.

BUDGET

Our proposed additional budget is summarized in Attachment A. The total additional budget requested under this amendment is \$53,952. Attachment B provides West Yost's 2026 Billing Rate Schedule.

SCHEDULE

West Yost will prioritize completion of the Project 4 design documents and cost estimate, with final plans, specifications, and cost estimate anticipated by August 28, 2026. Following completion of Project 4, West Yost will proceed with Project 5, with the remaining design services anticipated to be completed in September 2026. Bid and engineering services during construction will be provided as needed based on the City's bidding and construction schedules.

Thank you for providing West Yost with the opportunity to be of continued service to the City. We look forward to collaborating with you on this important project. Please call me at 530-574-3905 if you have any questions or require additional information.

Sincerely,

WEST YOST



Douglas T. Moore, PE
Engineering Manager
RCE #58122

Attachment(s): Attachment A. Proposed Budget
Attachment B. West Yost 2026 Billing Rate Schedule



Attachment A

Proposed Budget

	Engineer/Scientist/Geologist Manager II	Senior Engineer/Scientist/Geologist II	Senior Engineer/Scientist/Geologist I	Associate Engineer/Scientist/Geologist I	CAD Designer II	Technical Specialist I	QC Review					
West Yost Associates	EM/SM/GM II \$387 D. Moore	SE/SS/SG II \$312 K. Erkert	SE/SS/SG I \$297 B.Bhatta	AE/AS/AG I \$246 Z. Dickens	CAD II \$204	TS I \$206 C. Encelan	P \$392 K. Dragon	Labor		Costs		
PROJECT:								Hours	Fee	Sub. w/ markup 10%	Other Direct	Total Costs

Task 3	Corporation Yard Fuel and Storage Covering Design and Specifications											
3.01 Incorporate City comments in Specifications		2		3				5	\$ 1,362			\$ 1,362
3.02 Finalize Specifications		1		3		2	1	7	\$ 1,854			\$ 1,854
3.03 Seal & Distribute Contract Documents		1		2		3		6	\$ 1,422			\$ 1,422
Subtotal, Task 3 (hours)	0	4	0	8	0	5	1	18				
Subtotal, Task 3 (\$)		\$ 1,248		\$ 1,968		\$ 1,030	\$ 392		\$ 4,638			\$ 4,638

Task 4	Gilsizer Detention Basin North Trash Capture Facility Design and Specifications											
4.01 Review and Finalize Specifications		2		6		2	1	11	\$ 2,904			\$ 2,904
4.02 Review and Finalize Plans		2		8	21		1	32	\$ 7,268			\$ 7,268
4.03 Review and Cost Estimate		1		2			2	5	\$ 1,588			\$ 1,588
4.04 Seal & Distribute Contract Documents		1		2		1		4	\$ 1,010			\$ 1,010
4.05 Potential Modeling Work			8					8	\$ 2,376			\$ 2,376
Subtotal, Task 4 (hours)	0	6	8	18	21	3	4	60				
Subtotal, Task 4 (\$)		\$ 1,872	\$ 2,376	\$ 4,428	\$ 4,284	\$ 618	\$ 1,568		\$ 15,146			\$ 15,146

Task 5	Southwestern Quadrant Trash Capture Device Design and Specifications											
5.01 Review and Finalize Specifications		2					1	3	\$ 1,016			\$ 1,016
5.02 Review and Finalize Plans		2		18			1	21	\$ 5,444			\$ 5,444
5.03 Review and Cost Estimate		2					2	4	\$ 1,408			\$ 1,408
5.04 Seal & Distribute Contract Documents		2					1	3	\$ 1,016			\$ 1,016
Subtotal, 5 (hours)	0	8	0	18	0	0	5	31				
Subtotal, 5(\$)		\$ 2,496		\$ 4,428			\$ 1,960		\$ 8,884			\$ 8,884

Task 6	Engineering Services During Construction Task for both Project 4 and 5											
6.01 Engineering Services During Construction Task for Project 4	10	8				1	9	28	\$ 10,100			\$ 10,100
6.02 Engineering Services During Construction Task for Project 5	20	15				2	6	43	\$ 15,184			\$ 15,184
Subtotal, (hours)	30	23	0	0	0	3	15	71				
Subtotal, (\$)	\$ 11,610	\$ 7,176				\$ 618	\$ 5,880		\$ 25,284			\$ 25,284

TOTAL (hours)	30	41	8	44	21	11	25	180				
TOTAL (\$)	\$ 11,610	\$ 12,792	\$ 2,376	\$ 10,824	\$ 4,284	\$ 2,266	\$ 9,800		\$ 53,952	\$ 0		\$ 53,952

West Yost's 2026 Billing Rate Schedule

2026 Billing Rate Schedule

(Effective January 1, 2026, through December 31, 2026)*

POSITIONS	LABOR CHARGES (DOLLARS PER HOUR)
ENGINEERING	
Principal/Vice President	\$392
Engineer/Scientist/Geologist Manager I / II	\$370 / \$387
Principal Engineer/Scientist/Geologist I / II	\$333 / \$355
Senior Engineer/Scientist/Geologist I / II	\$297 / \$312
Associate Engineer/Scientist/Geologist I / II	\$246 / \$265
Engineer/Scientist/Geologist I / II / III	\$191 / \$221 / \$231
Engineering Aide	\$117
Field Monitoring Services	\$145
Administrative I / II / III / IV	\$107 / \$133 / \$160 / \$176
ENGINEERING TECHNOLOGY	
Engineering Tech Manager I / II	\$384 / \$387
Principal Tech Specialist I / II	\$353 / \$365
Senior Tech Specialist I / II	\$320 / \$334
Senior GIS Analyst	\$292
GIS Analyst	\$277
Technical Specialist I / II / III / IV	\$206 / \$231 / \$261 / \$291
Technical Analyst I / II	\$148 / \$176
Technical Analyst Intern	\$119
Cross-Connection Control Specialist I / II / III / IV	\$154 / \$167 / \$188 / \$208
CAD Manager	\$233
CAD Designer I / II	\$181 / \$204
CONSTRUCTION MANAGEMENT	
Senior Construction Manager	\$373
Construction Manager I / II / III / IV	\$222 / \$237 / \$251 / \$318
Resident Inspector (Prevailing Wage Groups 4 / 3 / 2 / 1)	\$200 / \$222 / \$247 / \$256
Apprentice Inspector	\$181
CM Administrative I / II	\$96 / \$130
Field Services	\$256

- Hourly rates include charges for technology and communication, such as general and CAD computer software, telephone calls, routine in-house copies/prints, postage, miscellaneous supplies, and other incidental project expenses.
- Outside services, such as vendor reproductions, prints, and shipping; major West Yost reproduction efforts; as well as engineering supplies, etc., will be billed at the actual cost plus 15%.
- The Federal Mileage Rate will be used for mileage charges and will be based on the Federal Mileage Rate applicable to when the mileage costs were incurred. Travel other than mileage will be billed at cost.
- Subconsultants will be billed at actual cost plus 10%.
- Expert witness services, research, technical review, analysis, preparation, and meetings will be billed at 150% of standard hourly rates. Expert witness testimony and depositions will be billed at 200% of standard hourly rates.
- A finance charge of 1.5% per month (an annual rate of 18%) on the unpaid balance will be added to invoice amounts if not paid within 45 days from the date of the invoice.

2026 Billing Rate Schedule

(Effective January 1, 2026, through December 31, 2026)*

Equipment Charges

EQUIPMENT	BILLING RATES
2" Purge Pump & Control Box	\$300 / day
Aquacalc / Pygmy or AA Flow Meter	\$28 / day
Emergency SCADA System	\$35 / day
Field Vehicles (Groundwater)	\$200 / day
Gas Detector	\$80 / day
Generator	\$60 / day
Hydrant Pressure Gauge	\$10 / day
Hydrant Pressure Recorder, Impulse (Transient)	\$55 / day
Hydrant Pressure Recorder, Standard	\$40 / day
Low Flow Pump Back Pack	\$135 / day
Low Flow Pump Controller	\$200 / day
Powers Water Level Meter	\$32 / day
Precision Water Level Meter 300ft	\$30 / day
Precision Water Level Meter 500ft	\$40 / day
Precision Water Level Meter 700ft	\$45 / day
QED Sample Pro Bladder Pump	\$65 / day
Skydio 2+ Drone (2 hour minimum)	\$100 / hour
Storage Tank	\$20 / day
Sump Pump	\$24 / day
Transducer Communications Cable	\$10 / day
Transducer Components (per installation)	\$23 / day
Trimble GPS – Geo 7x	\$220 / day
Tube Length Counter	\$22 / day
Turbidity Meter	\$30 / day
Turbidity Meter (2100Q Portable)	\$35 / day
Vehicle (Construction Management)	\$18.75 / hour
Water Flow Probe Meter	\$20 / day
Water Quality Meter	\$50 / day
Water Quality Multimeter	\$185 / day
Well Sounder	\$30 / day

* This schedule is updated annually

Public Works



Exhibit B

Amendment 2, Amendment 1, and Prime Agreement on file with Public Works

CITY OF YUBA CITY
STAFF REPORT

Date: September 15, 2026
To: Honorable Mayor & Members of the City Council;
From: Public Works Department
Presentation By: Joshua Wolffe, Public Works Director

Summary

Subject: Sidewalk Offset Repair Project - Contract Award

Recommendation: Adopt a Resolution which takes the following actions:

- A. Adopts a CEQA Class 1 Categorical Exemption
- B. Awards a Standard Agreement to Precision Emprise LLC dba Precision Concrete Cutting of Sacramento, California in the amount of \$475,000.00, subject to material terms, with the finding that it is in the best interest of the City is in the best interest of the City
- C. Authorizes the City Manager or their designee to execute all necessary documents related to the Project
- D. Authorizes the Finance Director make budget transfers necessary to fund the Project

Fiscal Impact: \$475,000.000 - Account No, 1340 (Sidewalk Inspection and Repair)

Purpose:

To improve public safety through eliminating potential tripping risks on a portion of the City's sidewalks.

Strategic Focus Area :

This project addresses the City Council's Strategic Focus Areas of *Safe Communities* and *Infrastructure* by eliminating potential sidewalk tripping hazards throughout the City.

Background:

In 2023, the City hired Precision Concrete Cutting (PCC) to begin comprehensive citywide sidewalk inspections to obtain an accurate inventory of the City's sidewalk infrastructure, and provide options to repair sidewalks. Engineering staff created a Sidewalk Inspection Map (Attachment 2), which divided the City into five inspection areas. After discussions with Streets Maintenance staff and PCC, it was determined that PCC would inspect one area per year, starting with Area 3, to stay within maintenance budget limits. Area 3 was chosen for Year 1 because it has a high number of street trees that impact sidewalks. Area 4 was inspected in 2025 and Area 5 was inspected in 2026.

The inspection categories are:

- Offsets — Sidewalk lifting from 1/8" to 2"
- R&R (Remove & Replace) — Sidewalk section offset greater than 2" or other damage requiring full replacement
- All Sidewalk Issues — Each inspection point of Offsets plus R&Rs

Based on an analysis of the data and available funding, staff determined that the most appropriate solution at this time is to repair all sidewalk offsets between 1-1/8" and 2" within inspected areas. There are a total of 1,432 sidewalk offsets between 1-1/8" and 2" in Areas 3, 4 and 5. PCC provided a repair cost of up to \$475,000 for the 1-1/8" to 2" offsets.

Analysis:

PCC has an agreement with the Northern California Cities Self Insurance Fund (NCCSIF), which allows members of NCCSIF to access professional sidewalk inspection and repair maintenance services at a reduced cost. Since the City is a member of NCCSIF, it is eligible to receive the reduced pricing on the subject repair services. The City has previously utilized the NCCSIF pricing for the aforementioned sidewalk inspection services, and previous small concrete cutting contracts with PCC.

Additionally, PCC utilizes patented technology for removing potential sidewalk trip risks, producing smooth and ADA-compliant surfaces, while capturing the minimal amounts of concrete dust produced. PCC has provided a letter (Attachment 1, Exhibit B) which identifies the patents previously described. Traditional methods of abrasive grinding from a grinding machine equipped with carbide bits or rods, often produce heavily textured surfaces which do not fully eliminate uplift, and create excessive concrete dust.

The City's Purchasing Policies and Procedures, Section 9-3 allows for sole source purchasing when competitive quotations are not possible. Staff recommends awarding a sole source contract to Precision Emprise LLC dba Precision Concrete Cutting of Sacramento, California, as allowed by the City's Purchasing Policies and Procedures, Section 9-3.

Fiscal Impact:

CIP Account No. 1340 (Sidewalk Inspection and Repair) was created during the FY 2024-25 budget process to establish annual funding for sidewalk inspections and repair. The account currently has \$257,637.76 available, which results in a budget shortfall of \$217,362.24 for this Project.

Staff reviewed the City's list of Streets and Roads CIP projects to determine if any projects which are not currently ready for delivery have available budget which can be transferred to provide adequate budget to complete this project. Staff's findings are as follows:

CIP Number	Project Name	Current Balance
921051	Road Rehabilitation	\$183,152.42
921220	ADA Public Facilities Sidewalk Improvements	\$83,603.38
Total Amount Available for Transfer:		\$266,755.80

Staff requests that the Finance Director be authorized to make the following budget transfers:

From Account No.	To Account No.	Transfer Amount
921051-65501	921340-65501	\$133,758.86
921220-65501	921340-65501	\$83,603.38
	Total Budget Transfer:	\$217,362.24

There is no impact to the General Fund as a result of this project.

Environmental:

Staff has performed a preliminary environmental assessment of this project and has determined that it falls within the Class 1 Categorical Exemption set forth in CEQA Guidelines Section 15301, as the repairs of existing publicly owned sidewalks are defined as repairs, involving negligible or no expansion. Further, none of the exceptions to Categorical Exemptions set forth in CEQA Guidelines 15300.2 apply to this project.

Alternatives:

1. Direct staff to conduct a formal bid process, which will cause project delays and increased costs.
2. Provide other options to staff for funding the project.

Recommendation:

Adopt a Resolution which takes the following actions:

- A. Adopts a CEQA Class 1 Categorical Exemption
- B. Awards a Standard Agreement to Precision Emprise LLC dba Precision Concrete Cutting of Sacramento, California in the amount of \$475,000.00, subject to material terms, with the finding that it is in the best interest of the City is in the best interest of the City
- C. Authorizes the City Manager or their designee to execute all necessary documents related to the Project
- D. Authorizes the Finance Director make budget transfers necessary to fund the Project

Attachments:

1. Attachment 1 - Resolution
2. Exhibit A - Draft Standard Agreement
3. Exhibit B - Patent Letter
4. Attachment 2 - Sidewalk Inspection Map

Prepared By:
Tami Omand
Public Works Administrative Analyst

Submitted By:
Robert Bendorf
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
ADOPTING A CEQA CLASS 1 CATEGORICAL EXEMPTION; AWARDING A
STANDARD AGREEMENT TO PRECISION EMPRISE, LLC dba PRECISION
CONCRETE CUTTING OF SACRAMENTO, CALIFORNIA IN THE AMOUNT OF
\$475,000.00; AUTHORIZING THE CITY MANAGER OR THEIR DESIGNEE TO
EXECUTE ALL NECESSARY DOCUMENTS RELATED TO THE PROJECT AND
AUTHORIZING THE FINANCE DIRECTOR TO MAKE BUDGET TRANSFERS TO
FUND THE PROJECT**

WHEREAS, Precision Emprise, LLC dba Precision Concrete Cutting has an agreement with the Northern California Cities Self Insured Fund (NCCSIF), which allows members of NCCSIF to receive sidewalk inspections and repairs at a discounted rate; and,

WHEREAS, the City of Yuba City is a member of NCCSIF, and desires to take advantage of the discounted rates for sidewalk repairs; and,

WHEREAS, the City of Yuba City's Purchasing Policies and Procedures, Section 9-3 allows for sole source purchases when competitive quotations are not possible; and,

WHEREAS, Precision Emprise, LLC dba Precision Concrete Cutting has provided a letter which identifies its patents for sidewalk potential trip risk removal technology, attached to this Resolution as Exhibit B; and,

WHEREAS, the City of Yuba City desires to award a sole source construction contract to Precision Emprise, LLC dba Precision Concrete Cutting for offset sidewalk repairs.

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

- Section 1. The City Council finds and determines that a Class 1 Categorical Exemption set forth in the California Environmental Quality Act (CEQA) Guidelines, Section 15301, applies to this project as the repairs of existing publicly owned sidewalks are defined as repairs, involving negligible or no expansion. Further, none of the exceptions to Categorical Exemptions set forth in CEQA Guidelines 15300.2 apply to this project.
- Section 2. The City Council awards the sole source construction contract for Sidewalk Offset Repairs to Precision Emprise, LLC dba Precision Concrete Cutting of Sacramento, CA as allowed by the City's Purchasing Policies and Procedures Section 9-3, with the finding that it is in the best interest of the City.
- Section 3. The City Manager or their designee are authorized to execute any agreement or other document required for the purchase, subject to approval as to legal form by the City Attorney.
- Section 4. The City Council of the City of Yuba City authorizes the Finance Director to transfer \$133,758.86 from Account No. 921051-65501

(Road Rehabilitation) and \$83,603.38 from Account No. 921220-65501 (ADA Public Facilities Sidewalk Improvements to Account No. 921340-65501 (Sidewalk Inspection and Repair).

Section 5. 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 15th day of September, 2026.

AYES:

NOES:

ABSENT:

ATTEST:

Marc Boomgaarden, Mayor

Ciara Wakefield, City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY:

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

Attachment(s):

- A. Exhibit A – (Draft) Standard Agreement
- B. Exhibit B – Patent Letter: Precision Concrete Cutting

EXHIBIT A



DRAFT

**PUBLIC WORKS STANDARD AGREEMENT
CONTRACT #2027-CON-005**

THIS AGREEMENT, made and entered into this ____ day of _____ 20 ____ in the State of California, County of Sutter, City of Yuba City, by and between the City of Yuba City, hereafter referred to as the City, and Precision Emprise, LLC dba Precision Concrete Cutting, hereafter referred to as the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements and stipulations of the City hereinafter expressed, does hereby agree to furnish to the City services and materials, as follows:

Contractor shall make repairs to all sidewalk offsets between 1-1/8" and 2" in Areas 3, 4 and 5 of the Sidewalk Inspection Map. A detailed description of the project scope and pricing can be seen in the attached proposal (Exhibit B, PCC Proposal. All contract work listed in the attached proposal shall not exceed \$475,000.00 without written authorization from the City.

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

**CITY OF YUBA CITY
A MUNICIPAL CORPORATION**

**PRECISION EMPRISE, LLC dba
PRECISION CONCRETE CUTTING**

By: _____

By: _____

Robert Bendorff

Printed Name: _____

City Manager

Title: _____

Attachments: Exhibit A – Terms and Conditions
Exhibit B – PCC Areas 3, 4 and 5 Repair Proposal
Exhibit C – Insurance Requirements
Exhibit D – List of Subcontractors
Exhibit E – Payment Bond

EXHIBIT A
TERMS AND CONDITIONS

1. The contractor detailed on the front side of this order will hereinafter be referred to as Contractor. The City of Yuba City will hereinafter be referred to as The City.
2. The contractor shall indemnify, defend and save harmless the City, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material, people, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.
3. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the City.
4. The City may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the City may proceed with the work in any manner deemed proper by the City. The cost to the City shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.
5. Without the written consent of the City, this agreement is not assignable by Contractor either in whole or in part.
6. Time is of the essence in this agreement.
7. No alteration or variation of the terms or specification of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
8. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.
9. All equipment, supplies and services sold to the City shall conform to the general safety orders of the State of California.
10. The City reserves the right to withhold payment until orders are completed and/or accepted by the City.
11. Sections 1771 through 1775 of the Labor Code are hereby made part of this agreement as if written in its entirety herein.
12. The Contractor and any subcontractor must be registered with the State of California Department of Industrial Relations in accordance with SB 854 and shall remain in good standing throughout the duration of the agreement. No contractor or subcontractor may be listed on a bid proposal or awarded a contract for any public works project unless registered with the Department of Industrial Relations, pursuant to Labor Code Section 1725.5. The City reserves the right to terminate this agreement or to replace the unregistered contractor for failure to maintain registered status. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Please provide registration number to ensure compliance _____.
13. The Contractor shall list the information of each subcontractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid, or \$10,000 (whichever is greater), in accordance with Section 4101 of the Public Contract Code of the State of California.
14. In accordance with the California Civil Code, Section 9550, the Contractor shall furnish a Payment Bond (Labor and Materials) for any public works contract in excess of \$25,000 based on the Not To Exceed contract amount.

EXHIBIT B
PCC Areas 3, 4 and 5 Repair Proposal



Date: 8/14/2026

PROPOSAL FOR “NOT TO EXCEED” ON CALL AGREEMENT BETWEEN THE CITY OF YUBA CITY AND PRECISION CONCRETE CUTTING (PCC)

OVERVIEW

Uneven sidewalks caused by ground settling and tree roots cause a potential hazard to pedestrians. Displaced sidewalks cause problems for both public and private entities in the form of trip and fall liability exposure.

It is proposed that the City of Yuba City and PCC enter into an agreement whereby PCC will assess, and repair sidewalks (horizontal concrete saw cutting) as identified and requested by City staff. The price for these services shall not exceed the dollar amount and quantity defined in the “Proposal Detail” section below.

BACKGROUND INFORMATION ON PRECISION CONCRETE CUTTING

PCC has been assessing and repairing sidewalks since 1990. The company performs work throughout the United States and with dozens of cities in California.

PCC is the leader in sidewalk asset management. We specialize in assessing sidewalk infrastructure and repairing uneven sidewalks. Our unique saw-cutting method for correcting off-set sidewalk panels leaves behind ADA compliant results for a fraction of the cost of new concrete. Our clients benefit from detailed GIS maps that allow them to create a GIS database to cost effectively manage their sidewalk infrastructure.

ASSESSMENT SERVICES

PCC technicians will walk every panel in the project area and visually assess potential tripping hazards and damage. PCC will provide a GIS compatible report that list each location identified including a photo, exact location, off-set height and square foot amount for replacement locations.

PROPRIETARY MOBILE PHONE SOFTWARE

PCC has developed proprietary mobile software usable across multiple platforms (Android, iPhone, iPad, Smart Phone, etc.)

- Provides GPS Coordinates – Integrates with GIS systems
- Mapping – Provides detailed location data plotted with Google Maps
- Detailed Reporting – Provides specific and detailed data on measurements for every trip hazard
- Addresses – The software gives the address and longitude / latitude of each trip hazard location
- Additional Data - Records other data, e.g. spalling, cracks, replacements or other data you need
- Sidewalk Asset Management – PCC offers complete sidewalk asset management

PROPRIETARY AND PATENTED REPAIR METHOD

To Date, PCC has been awarded 8 patents by the US Patent and Trademark Office on our trip hazard removal equipment and process. The following is each patent description and number where they can be reviewed on the US Patent office web site – www.uspto.gov





6,827,074 - Hub and blade combination patent
 6,896,604 - Dust hood patent
 7,000,606 - Cutting apparatus and broadening patent
 7,143,760 - Method patent
 7,201,644 - Variations and broadening patent
 7,402,095 - Extended methods patent
 9,759,559 - Stand up measuring gauge digitized readout
 9,494,407 - Stand up measuring gauge
 116,285,96 - Concrete cutting dust abatement systems and methods

PROPOSAL DETAILS

Contract amount: Total charge for services rendered shall not exceed- \$475,000

Billing Units: Services are billed in "Inch Feet". An inch foot is calculated by measuring the average height of the sidewalk off-set and multiplying this average by the length of the cut. Example: A sidewalk off-set on a 4-foot-wide sidewalk that consists of a 0.5" rise on one side, and tapers down to a zero rise on the other is calculated as follows:

$$\frac{0.5" + 0"}{2} \times 4\text{ft} = 1 \text{ inch-foot}$$

Sites to be repaired: areas 3, 4, and 5 (9/8 and up)

- Pricing is based on Master Agreement with the Northern California Cities Self Insured Fund
- Pricing considering CA Prevailing Wages

LIMITATIONS

PCC removes only those trip hazards specifically requested or approved by customers, and therefore makes no guarantee or representation that areas are free of trip hazards after the work is completed. In addition, PCC only performs certain trip hazard repairs. Among other things, PCC does not remove and replace sidewalk slabs (R&Rs) and does not repair certain ATTNs (e.g. utility boxes). Furthermore, to preserve clients' budget, PCC typically does not perform any repair at and around any sidewalk slabs that require to be replaced. It is our customers' responsibility to provide proper access and PCC assumes no liability for trip hazards that cannot be repaired due to parked vehicles or other obstacles preventing safe and practical access. In such cases, PCC returns once to attempt completion of repairs that could not be completed the first time. Additionally, it is recognized that after completion of the work, the concrete trip hazards may and frequently do continue to move naturally over time due to roots, water, freezing, pipes, and other natural or man-made causes. PCC is not responsible for movement or changes in the sidewalk and is not liable for any related claims, losses, damages or liabilities thereto pertaining.

Precision Concrete Cutting is committed to providing the highest quality service to our customers. Should you have any questions or comments, please do not hesitate to contact us.

PCC REPRESENTATIVE:

YOUR REPRESENTATIVE:

Ernesto Martinez

X _____



EXHIBIT C
INSURANCE REQUIREMENTS FOR STANDARD AGREEMENTS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors. Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Covering any auto, or if Contractor has no owned autos, hired, and non-owned autos, with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. If Contractor has no employees for the purposes of this Agreement, Contractor shall sign the "Certificate of Exemption from Workers' Compensation Insurance" which is attached hereto as Attachment 1.
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.
(If applicable – see footnote next page)

If the contractor maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the contractor.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The Entity, its officers, officials, employees, and volunteers are to be covered as insured on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the

Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except after thirty (30) days' prior written notice (10 days for non-payment) has been given to the Entity. ***Waiver***

of Subrogation

Contractor hereby grants to Entity a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Entity by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Entity. The Entity may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the Entity.

Verification of Coverage

Contractor shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

***Note:** Professional liability insurance coverage is normally required if the Contractor is providing a professional service regulated by the state. (Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc.). However, other professional Contractors, such as computer or software designers, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk management or insurance advisor.*

Attachment 1

**Certificate of Exemption From
Workers' Compensation Insurance
(Only to be completed if Contractor has no Employees)**

I hereby certify that in the performance of the work for which the Agreement is entered into, I shall not employ any person in any manner so as to become subject to the Worker's Compensation Laws of the State of California.

Executed on this _____ day of _____, 20__, at Yuba City, California.

By: _____

Title: _____

EXHIBIT D

LIST OF SUBCONTRACTORS

The bidder shall list the following information of each subcontractor to whom the Bidder proposes to subcontract portions of the work. If a Public Works Contractor Registration Number (DIR Reg. No.) is not available at the time of the bid opening, the contractor shall deliver all missing DIR Reg. Nos. within 24 hours of bid opening.

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4101 of the Public Contract Code of the State of California, as amended, the following information is required for each subcontractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid, or \$10,000 (whichever is greater).

Subcontractor	Bid Item Nos.	Description of Work or Services	Value of Work	License No.		Class
				DIR Reg. No.		
Name: Address:						
Name: Address:						
Name: Address:						
Name: Address:						
Name: Address:						
Name: Address:						
Name: Address:						
Name: Address:						
Name: Address:						
Name: Address:						

EXHIBIT E
CITY OF YUBA CITY
PUBLIC WORKS DEPARTMENT
PAYMENT BOND
(LABOR AND MATERIAL BOND)

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, as Principal, and _____, as Surety, are held and firmly bound unto the City of Yuba City, any and all persons named in California Civil Code Section 9100 as Claimants, whose claim has not been paid by the Contractor, in the aggregate total of _____ (\$_____) (being 100% of the Contract amount) for payment whereof, well and truly to be made, said Principal and Surety bond themselves, their heirs, administrators, successors and assigns, jointly and severally, firmly by these presents. In case suit is brought upon this bond, the Surety will pay reasonable attorney's fees to the City of Yuba in an amount to be fixed by the court.

The condition of the foregoing obligation is such that, whereas the Principal has entered into a Contract dated _____, 20__, with the City of Yuba City, CA ("Owner") to do the following work, to wit: City of Yuba City **SIDEWALK OFFSET REPAIRS AREAS 3, 4, 5**, Contract No. **2027-CON-005**.

NOW, THEREFORE, if the Principal or its/his/her subcontractors fail to pay i) any of the persons named in Section 9100 of the Civil Code of the State of California; ii) amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld and paid over to the Employment Development Department from the wages of employees of the Principal or its/his/her subcontractor pursuant to Section 13020 of the Unemployment Insurance Code of the State of California, with respect to such work and labor; or iii) for any other work, materials, services, provisions, provender, or other supplies, or for the use of implements of machinery used in, upon, or about the performance of work to be done; then the Surety will pay for the same, in the amount not exceeding the sum specified in this bond, and also, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the court.

This bond shall inure to the benefit of any person named in Section 9100 of the Civil Code of the State of California so as to give a right of action to them or their assignees in suit brought upon this bond. Moreover, if the Owner or any entity or person entitled to file stop payment notices is required to engage the services of an attorney in connection with the enforcement of this bond, the Contractor and Surety shall be liable for the reasonable attorney's fees incurred, with or without suit, in addition to the above sum.

This bond is executed and filed to comply with the provisions of the act of Legislature of the State of California as designated in Civil Code Section 9550 to 9566, inclusive, and all amendments thereto. The Surety, for value received, hereby stipulates and agrees to waive the benefits of California Civil Code Sections 2819 and 2845. The Surety hereby waives notice of any change, alteration or addition to the Contract or to related subcontracts, purchase orders and other obligations, including but not limited to changes of time. The Surety consents to all terms of the Contract, including provisions on changes to the Contract Documents. No extension of time, Change Order, alteration, modification, deletion, or addition to the Contract Documents, or of the work required thereunder, shall release or exonerate Surety on this Payment Bond or in any way affect the obligations of Surety on this Payment Bond.

Any proceeding, legal or equitable, under this Payment Bond shall be instituted in any court of competent jurisdiction in Sutter County, California.

IN WITNESS THEREOF, the parties have executed this instrument under their several seals this _____ day of _____, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corp. Seal)

Principal:
Signature:
Name & Title:
Address:

(Corp. Seal)

Surety:
Signature:
Name & Title:
Address:

Attorney in Fact: _____

Surety shall submit the following documents along with this Labor and Material Bond:

- 1. Verification that Surety is admitted to transact surety business in the State of California; and
- 2. Copy of Surety's Certificate of Authority, issued by the Insurance Commissioner of the State of California, along with a statement that said Certificate has not been surrendered, revoked, cancelled, annulled or suspended.

Approved: _____, City Attorney

(NOTE: The date of this bond must not be prior to date of Contract. If Contractor is a partnership, all partners should execute bond.)

****END OF SECTION****

EXHIBIT B

Josh Wolffe
City of Yuba City
1201 Civic Center Blvd. Yuba City, CA 95993

RE: Sole Source Letter –PrecisionWorks LLC (dba Precision Concrete Cutting) and DataWorks LLC

To Whom It May Concern:

This letter outlines why **PrecisionWorks LLC** (dba Precision Concrete Cutting) and its affiliate **DataWorks LLC** qualify for sole source procurement for sidewalk trip hazard repair and asset management services.

Description of Services:

PrecisionWorks LLC (dba Precision Concrete Cutting) provides **ADA compliant sidewalk offset repair services** by means of **horizontal concrete cutting / slicing** based on its **proprietary / patented sidewalk repair technology**.

DataWorks LLC provides a patented, GIS-based infrastructure asset management platform designed specifically for **public right-of-way assets, in particular sidewalks, curbs, gutters, ramps and signs**. Key capabilities include:

- **Mobile field data collection** with measurements, other characteristics, conditions, photos, and GPS mapping.
- **Budgeting and prioritization** of repairs with numerous **advanced decision criteria** (e.g. severity / liability).
- Direct **integration** with municipal **Capital Improvement Plans (CIP)** and **ADA Transition Plans**.
- Unmatched **workflow management, real-time reporting, asset condition tracking, and record keeping**.

Sole Source Justification:

Procurement of above services is available only through **PrecisionWorks LLC** and **DataWorks LLC** due to the following:

1. **Patented Technology** – DataWorks’ methods and software are covered by the U.S. patent applications #19/228,582, #19/228,613 and #19/228,628. These filings protect DataWorks’ **exclusive software** and **processes** for acquiring, mapping, analyzing and managing **right-of-way asset data**. There are no equivalent platforms for such data and workflow management.
2. **Unique Risk Management Sidewalk Focus** – DataWorks is the only **turnkey platform purpose-built specifically for sidewalk trip hazard inspection and mitigation**. It provides specialized **inspection tracking, repair documentation, and defensible recordkeeping capabilities** that competing platforms do not offer.
3. **Exclusive Provider** – DataWorks is **not available through resellers or 3rd-party vendors**. The software and services are **exclusively licensed**, managed, and delivered by DataWorks LLC and PrecisionWorks LLC.
4. **Integrated Software-to-Repair System** – DataWorks uniquely integrates with **Precision Concrete Cutting’s patented sidewalk repair technology** (patents #US7,402,095B2, #US7,201,644B2, #US6,896,604B1, and #US11,628,596B2 + patent applications #18/979,06 and # 19/186,850) providing a seamless process: inspection → budgeting → repair → documentation. This integrated solution is not available elsewhere.

Conclusion:

No other vendor can provide this patented technology (software + equipment + methods), regulatory alignment, and seamless integration of ADA sidewalk asset management & risk management services. For these reasons, **procurement of such services from any source other than PrecisionWorks LLC and DataWorks LLC is neither feasible nor cost-effective** and would risk compliance and service continuity.

Please do not hesitate to contact me for supporting documentation or additional information.

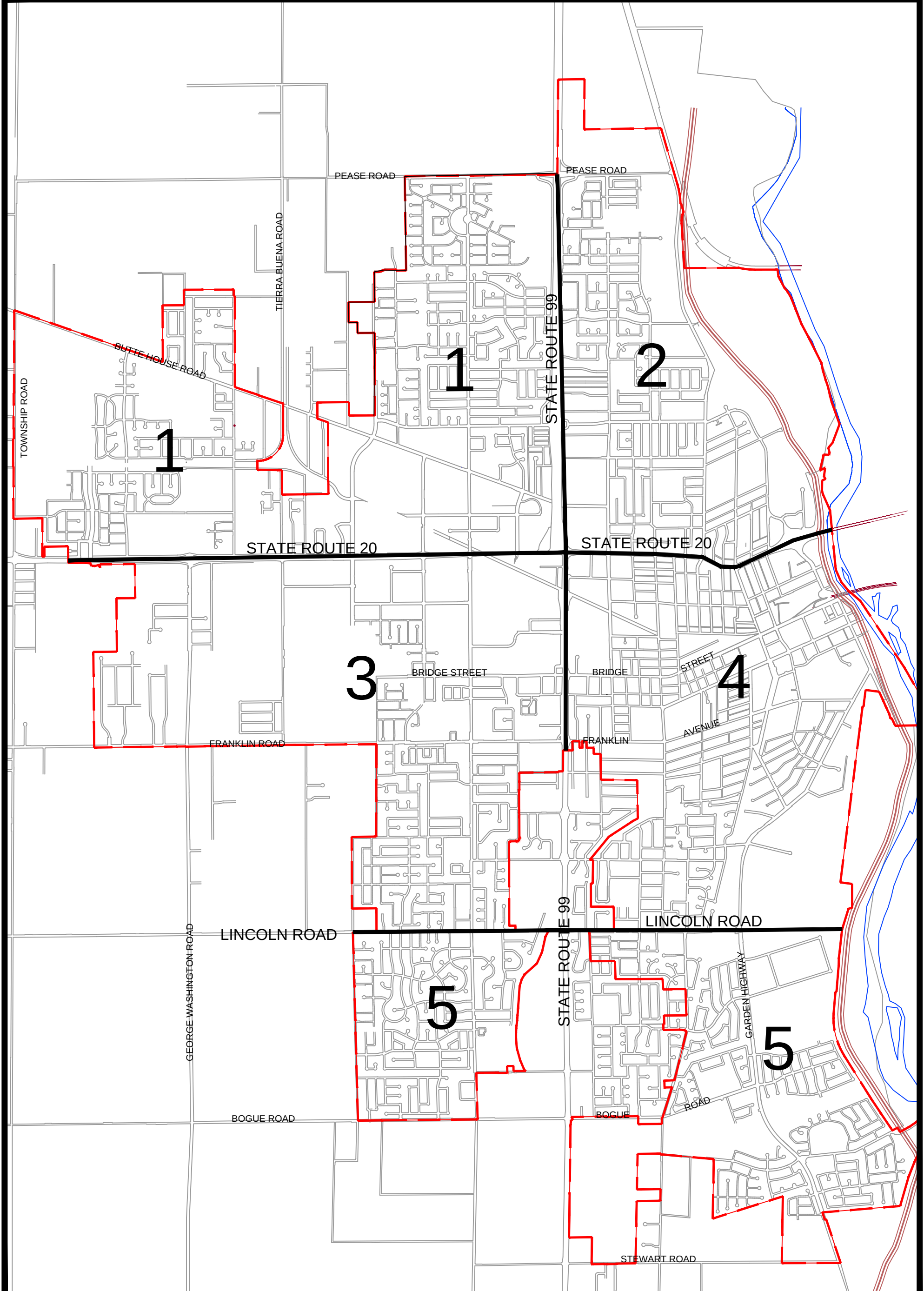
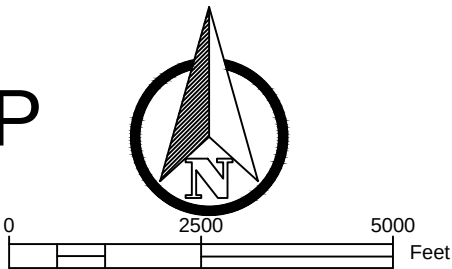
Kind Regards,
Marc Cussenot, CEO
DataWorks LLC / PrecisionWorks LLC
mcussenot@DataWorks.us | mcussenot@PCCnorcal.com | 415.638.7006



ATTACHMENT 2

CITY OF YUBA CITY
SIDEWALK INSPECTION MAP
PROPOSED AREAS

LEGEND:
- - - CITY LIMIT
- - - AREA BOUNDARY



CITY OF YUBA CITY
STAFF REPORT

Date: September 15, 2026
To: Honorable Mayor & Members of the City Council;
From: Development Services Department
Presentation By: Shannon Sardo, Administrative Analyst

Summary

Subject: 2025 Community Development Block Grant - Consolidated Annual Performance and Evaluation Report (CAPER)

Recommendation:

- A. Conduct a Public Hearing to receive comments on the 2025 CAPER and after consideration;
- B. Adopt a Resolution Approving the 2025 CAPER and authorizing staff to submit all necessary documents to the U.S. Department of Housing and Urban Development (HUD)

Fiscal Impact: No direct fiscal impact would result from approving the 2025 Consolidated Annual Performance and Evaluation Report (CAPER)

Purpose:

To solicit public input on the City's Community Development Block Grant (CDBG) program and approve submission of the 2025 Consolidated Annual Performance and Evaluation Report.

Council's Strategic Focus Area:

This item addresses Council's goal of infrastructure in that the City receives funding from the federal U.S. Department of Housing and Urban Development to address housing and community development within the City.

Background:

The Consolidated Annual Performance and Evaluation Report (CAPER) is required of all jurisdictions that receive CDBG entitlement funds from the U.S. Department of Housing and Urban Development (HUD). The purpose of the CAPER is to evaluate the City's progress in using CDBG funds to meet the housing and community development goals contained in the City's five-year Consolidated Plan. The City's grant allocation for the 2025 Program Year (PY) was \$585,041. Per HUD guidelines, these funds must be used to further the overall goals of the CDBG program to provide decent, safe, sanitary housing; a suitable living environment; and to expand economic opportunities for low and moderate-income persons. The PY covers the period from July 1, 2025 to June 30, 2026.

Analysis:

The purpose of the hearing is to solicit community feedback on the City's efforts in utilizing its CDBG funding to meet the housing and community development goals outlined in the City's Five-Year Consolidated Plan. It also provides the public an opportunity to identify community housing needs.

In addition to this public hearing, the City is holding a public comment period, which commenced on September 5, 2026 and will end on September 21, 2026. Citizens and organizations are encouraged to submit comments regarding the report during this time. To date, no public comments have been received.

2025 Program Year Accomplishments

- Playzeum – Play-for-All Initiative: \$7,756 expended and the program completed, providing scholarships to 50 low-income youth.
- Yuba-Sutter Gleaner's Foodbank Food Recovery: \$80,000 was awarded and the project underway, reimbursement has not yet been requested.
- FREED Center for Independent Living – Home Repair Program: A total of \$13,818 was expended and assistance provided to 28 households during the PY, projects included modification to improve mobility/accessibility and upgrades/replacements to critical appliances for senior and/or disabled individuals.
- ADA Public Facility Improvements Project: The City set aside \$88,000 for the installation of new curb, gutter and ADA compliant sidewalks/ramps to provide accessibility and safe passage for individuals with disabilities. This project has been combined with funding from previous CDBG funding and a total of \$545,000 in funding is currently under contract and the project being constructed.
- City of Yuba City – Owner-Occupied Housing Rehabilitation Loan Program - \$133,000 was allocated for low-income homeowners and \$46,000 approved for a new loan. Construction for the rehabilitation of the home will begin shortly.
- Casa de Esperanza – West Egress Renovation and ADA Ramp Addition: \$80,000 awarded for the project with construction underway.
- Kingwood Park Playground Replacement: \$240,000 awarded to replace playground equipment, and project is under contract for construction.

Funding for the 2025 program year was not awarded until March 2026 due to factors related to the government shutdown in the Fall of 2025. Progress continues to be made on the 2025 projects and will continue throughout the 2026 program year.

Fiscal Impact:

A little over \$20,000 has been expended and reimbursed from the 2025 funding year, with approximately \$374,000 under contract/construction to be expended upon completion of projects. An additional \$457,000 from previous CDBG funding years is under contract/construction.

Attachments:

1. Resolution to Approve 2025 CAPER
2. Draft 2025 CAPER

Prepared By:
Shannon Sardo
Administrative Analyst II

Submitted By:
Robert Bendorf
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
APPROVING THE 2025 CONSOLIDATED ANNUAL PERFORMANCE & EVALUATION
REPORT, CERTIFYING COMPLIANCE WITH THE REQUIREMENTS OF THE CDBG
PROGRAM, AND AUTHORIZING STAFF TO SUBMIT ALL APPROVED DOCUMENTS TO
THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

WHEREAS, the Department of Housing and Urban Development determined that the City of Yuba City received \$585,041 under program year 2025 of the Housing and Community Development Act of 1974, as amended; and

WHEREAS, the City of Yuba City held a public hearing on September 15, 2026, to consider public comments and evaluation regarding the 2025 Consolidated Annual Performance & Evaluation Report (CAPER), the community development accomplishments and the actual use of CDBG funds contained therein; and

WHEREAS, the City of Yuba City has provided the citizens with an opportunity to review and comment on concerns involving the accomplishments of spent funds for proposed community development and housing activities, the range of activities that may be undertaken and other important program requirements, and provided citizens with adequate opportunity to participate in the review of the 2025 CAPER, including any revisions, changes or amendments thereto for public comment period commencing on September 5, 2026 and ending on September 21, 2026.

NOW, THEREFORE, be it resolved by the City Council of the City of Yuba City that the 2025 CAPER is hereby approved, that the City Manager is authorized to execute all documents related thereto, and that staff is authorized to submit all documents to the United States Department of Housing and Urban Development.

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 September 15, 2026, by the following vote:

AYES:

NOES:

ABSENT:

ATTEST:

Marc Boomgaarden, Mayor

Ciara Wakefield, City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY:

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

ATTACHMENT 2

The City of Yuba City's Development Services Department is responsible for the administration of the Community Development Block Grant (CDBG) funds, including facilitating project/program implementation, monitoring project activities and outcomes, and ensuring compliance with all the U.S. Department of Housing and Urban Development (HUD) requirements and regulations, such as fair housing, Davis-Bacon requirements (prevailing wages), environmental reviews, affirmative action, competitive bidding procedures, and fiscal and contract administration. CDBG activities are carried out by both internal City Departments, as well as external Subrecipients.

The Consolidated Annual Performance and Evaluation Report (CAPER) is a report mandated for all communities that receive CDBG entitlement funds from HUD. The 2025 CAPER covers the period from July 1, 2025 through June 30, 2026 and reports on the City's progress in using CDBG funds to meet the housing and community development goals contained in the 2025-2029 Consolidated Plan (Con Plan), a five-year comprehensive planning document that covers the period of July 1, 2025 through June 30, 2029. The Con Plan also identifies the City's overall need for affordable and supportive housing as well as non-housing community development needs. It is comprised of several components, including a five-year Strategic Plan that outlines the strategy for use of available resources to meet identified needs and an Annual Action Plan (AAP) that describes the activities the City plans to undertake to meet the goals set forth in the Strategic Plan. The CAPER evaluates the City's overall progress in carrying out priorities of assistance identified in the Con Plan and Annual Action Plan for the 2025 Program Year (PY).

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

CDBG entitlement funds are the main Community Planning and Development (CPD) funding source the City receives to accomplish the goals and objectives outlined in the Con Plan. While other funding sources like State HOME and CalHome funds are available, CDBG funding is tailored to meet the highest priority needs and other funding sources are leveraged to assist with filling in the gaps. In addition, several community development activities are funded with CDBG to specifically target the need to provide a suitable living environment for low and moderate-income households.

The 2025 CAPER reports on the first year in the 2025 Con Plan and the 2025 funding was received late into the funding year, in March 2026, due to a combination of factors, so progress in carrying out the strategic and action plan has started off slowly. Despite this, the City has been able to evaluate the CDBG process and make strategic changes towards improving progress for the future of the 2025 Con Plan and beyond. The following sections provide a more detailed analysis of the City's performance for the 2025 Program Year

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and

explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Housing Rehabilitation	Affordable Housing	CDBG: \$154,815	Homeowner Housing Rehabilitated	Household Housing Unit	175	0	0.00%	35	28	80%
Infrastructure Improvements/ADA Modifications	Non-Housing Community Development	CDBG: \$168,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	100000	0	0.00%	12736	0	0.00%
Non-Homeless Supportive Services	Non-Homeless Special Needs	CDBG: \$87,756	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	3500	0	0.00%	6850	50	0.00%

Public Facilities Construction/Rehabilitation	Non-Housing Community Development	CDBG: \$240,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	50000	0	0.00%	3200	0	0.00%
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Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction’s use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

During the 2025 Program Year (PY) the City continued to address the high priority needs identified in the Con Plan, including preservation of existing units; homeless housing and supportive services; housing and supportive services for special needs; and public improvements and infrastructure, including ADA improvements. Recognizing there are limited resources available, the City actively supported efforts by other entities to acquire funding for priority needs, identified in the Con Plan, that benefit low- and moderate-income residents. The City also utilizes State funding to meet priority needs addressed in the Con Plan such as affordable housing and homeless services.

- **Non-Homeless Supportive Services:**
 - **Playzeum – Play-for-All Initiative:** \$7,756 expended and the program completed, providing scholarships to 50 low-income youth.
- **Housing Rehabilitation:**
 - **FREED Center for Independent Living – Home Repair Program:** A total of \$13,818 was expended and assistance provided to 28 households during the PY, projects included modification to improve mobility/accessibility and upgrades/replacements to critical appliances for senior and/or disabled individuals.
- **Infrastructure Improvements/ADA Modifications:**
 - **ADA Public Facility Improvements Project:** The City set aside \$88,000 for the installation of new curb, gutter and ADA compliant

sidewalks/ramps to provide accessibility and safe passage for individuals with disabilities. This project has been combined with funding from previous years' CDBG allocations and a total of \$545,000 in funding is currently under contract and the project being constructed.

- **Public Facilities Construction/Rehabilitation:**
 - **Kingwood Park Playground Replacement:** \$240,000 is under contract and the project under construction

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted).

91.520(a)

	CDBG
White	35
Black or African American	0
Asian	5
American Indian or American Native	2
Native Hawaiian or Other Pacific Islander	0
Multi-Racial Other	19
Total	0
Hispanic	17
Not Hispanic	0

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

The table reports on programs and projects that utilize demographic information for intake or to determine if participants qualify for services. Discrepancies exist when participants identify as multiple races or ethnicities not listed in IDIS.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	2,012,363	21,574

Table 3 - Resources Made Available

Narrative

The City received Community Development Block Grant (CDBG) Entitlement funds through the United States Department of Housing and Urban Development (HUD). Below is a breakdown of the total "Resources Made Available" as identified in table 3 above; all of which are CDBG funds:

The City's CDBG allocation for the 2025 Program Year (PY) was \$585,041; \$133,315.23 in program income was utilized for 2025 PY projects as well. There is currently \$785,000 in funding under contract and/or construction that will be drawdown as projects are completed.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
Citywide	43	43	Other
Qualified Low/Mod Census Tracts	47	47	Low/Mod Areas

Table 4 – Identify the geographic distribution and location of investments

Narrative

In general, the City allocated investment of resources on a city-wide basis. The distribution of funding is predicated somewhat on the nature of the activities funded. Resources targeted to preservation of existing housing were allocated on a city-wide basis. Resources targeted to special needs populations, including homeless, were allocated on a city-wide basis, where needs are identified and/or where resources could be coordinated with existing facilities and services. Activities such as public facilities and improvements were targeted to the City's Qualified Low/Mod Census Tracts most in need of assistance.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

Community Development Block Grant (CDBG) funds are not sufficient to fully fund activities; as a result, activities undertaken are leveraged with a variety of Federal, State funds, charitable organizations and private donations. Subrecipients identify additional funding sources in their budgets included with their applications for CDBG funding. The CDBG funds do not require matching funds. The City continues to struggle to meet any matching requirements when applying for other Federal or State funding sources.

There is no publicly owned land or properties located within the City that were used to address needs identified in the 2025 Con Plan or 2025 Action Plan.

The City pursued and supported applications by other entities who applied for Federal and State funding during the 2025 Program Year to address priority needs. The City's application for Permanent Local Housing Allocation (PLHA) funding from HCD was approved; as a result, the City received grant funding in the amount of approximately \$1.28 million over three funding years. The City has committed PLHA funds to Habitat for Humanity to aid in the construction of an affordable housing project. The City has also committed funding from the City's Low-Mod Income Asset fund to the Regional Housing Authority to aid in their construction of a low-income housing project as well.

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0
Number of Non-Homeless households to be provided affordable housing units	32	28
Number of Special-Needs households to be provided affordable housing units	0	0
Total	32	28

Table 5 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	35	28
Number of households supported through Acquisition of Existing Units	0	0
Total	35	0

Table 6 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

In recent years of CDBG funding with the City, the projects awarded have shifted to more infrastructure-related projects in an effort to improve timeliness and the housing goals are being funded through alternative resources such as State Homekey and Permanent Local Housing Allocation funding, which allow multi-year projects to be developed and constructed. Projects for these include funding for the Sutter Yuba Homeless Consortium, Better Way Emergency Shelter, REST Emergency Shelter, and Habitat for Humanity's Merriment Village Affordable Housing project.

The goals above are through funding awarded to FREED for rehabilitation of existing affordable units and some special-need households.

Discuss how these outcomes will impact future annual action plans.

The City will continue to evaluate the best funding resources for specific goals outlined in the Con Plan. As funding sources change or become less available, CDBG may again become the main source for Housing Goals to be funded through.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	31	0
Low-income	27	0
Moderate-income	20	0
Total	78	0

Table 7 – Number of Households Served

Narrative Information

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

Many persons experiencing homelessness, require specialized or intensive assistance in order to get back into permanent housing and be linked with services needed for on-going stability. Often, homeless persons suffer from mental health conditions, drug or alcohol addiction, chronic physical illnesses, and many experience more than one of these conditions, which may contribute to their homelessness.

The City relies on the Sutter-Yuba Homeless Consortium (SYHC), our area's Continuum of Care (CoC), to coordinate services for the homeless. The SYHC is a regional, non-profit organization that brings together public and private agencies and organizations to address the full scope of housing and supportive services needed by the varying homeless population. During the 2025 Program Year (PY), SYHC has implemented its Coordinated Entry System (CES). Coordinated Entry is a HUD-mandated requirement to prioritize services to the most vulnerable within the community. In Yuba City, the CES is located at Hands of Hope's day services center. Upon entering the CES, homeless individuals have their needs assessed to determine which services they are eligible for and are assigned a case manager to assist them in obtaining permanent housing. Additionally, Hands of Hope offers several life skills classes to help facilitate a client's move toward self-sufficiency.

Annually the SYHC, along with volunteers, conduct a Point-in-Time (PIT) count of the homeless. The information is limited since it cannot count every person that is homeless or count people that are at risk of homelessness. It does however provide an estimate of the homeless population, helps to assess the needs of the various sub-populations, and helps to assess the progress in ending homelessness. In 2023, the most recent unsheltered count, SYHC identified a total of 963 individuals experiencing homelessness in Sutter and Yuba Counties, and 252 precariously housed individuals.

All agencies that received CDBG funding during this Program Year utilize intake forms to collect data and assess the needs of homeless individuals and families. They assess for chronic homelessness, physical, mental, or behavioral issues as well as any financial difficulties these individuals may have. Once their individual needs are assessed, they construct a case plan specific to their needs and assist them in achieving their individual goals and milestones. Their assistance can include classes that address specific barriers that each client may have that affect them maintaining housing stability. These classes may include; Seeking Safety, Anger Management, Relapse Prevention, Life Skills, Budgeting, Co-dependency, Kitchen class, Health Classes, Grief Counseling, One-on-Ones with case managers and Parenting classes.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City works within the framework of and relies on the SYHC and member agencies to address the emergency shelter and transitional housing needs of homeless individuals and families.

Some of the funding awarded to SYHC goes towards the Regional Emergency Shelter Team, which provides emergency shelter for homeless individuals and families and ramps up operation during the winter months.

The City took the following actions during this PY to address the needs of homeless persons: 1) The City's zoning code allows for emergency shelter and transitional shelter sites in accordance with State Law; and 2) the City continued to support applications for emergency shelter and/or transitional housing funding by the SYHC and member agencies, consistent with City policy.

Better Way shelter, Sutter County's homeless shelter opened in doors in the City of Yuba City in 2019. Better Way has a 40-bed capacity, and offers a temporary place to stay for up to 3 months for single individuals age 18 and above. The City has committed some of its PLHA funding to Better Way to support operations.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

Low-income households overpaying for rent and utilities are constantly at risk of becoming homeless. The City's objectives for helping low-income individuals and families avoid homelessness include maintain and increasing the supply of affordable housing as well as supporting the efforts of SYHC and its member agencies.

During this PY the City provided CDBG funds to the SYHC. The SYHC provides a forum for its member agencies who assist low-income households and individuals receiving assistance from public and private agencies to develop comprehensive, coordinated services that address the underlying reasons for homelessness helping those individuals and families avoid becoming homeless. The SYHC allocates funding to non-profit agencies who provide programs and services to the City's homeless population. These agencies are: The Bridges to Housing, Central Valley Homeless Veterans Assistance Program, and the Salvation Army; these agencies provide assistance with security deposits, one-time rental assistance, utility assistance, on-going supportive services and/or case management to individuals and families that are formerly homeless or at risk of becoming homeless.

Bridges to Housing provides financial assistance to low income individuals and families in the form of security deposits to prevent them from becoming homeless. The deposit assistance provided by Bridges to Housing is sometimes the financial assistance needed to help those at risk of being homeless moving forward in a positive direction. Providing security deposit assistance to homeless individuals or families give them a fresh start placing them in a stable and safe environment and moving them from the uncertainty of being homeless. Bridges to Housing also provides everyone with a list of additional resources and referrals to such organizations as Hands of Hope while they are going through this transition

period giving them the additional hope and resources they need avoid becoming homeless again.

The Central Valley Homeless Veterans Assistance Program provides assistance to veterans with one-time rent assistance and utility assistance to create or maintain stable housing. They also provide additional supportive services and participate and support the Sutter-Yuba Veterans Stand Down event held annually during which veterans and their families receive a variety of services.

The City's efforts during this PY to help low-income individuals and families avoid becoming homeless included continuing its Housing Rehabilitation Program that maintains the City's existing affordable housing stock as well as continuing to work in cooperation with the Regional Housing Authority (RHA). The RHA provides a variety of housing options to low and very low-income households. To date the Department of Housing and Community Development (HCD) has yet to respond to the City's request for a housing price waiver. This is crucial in order to effectively operate and expend HOME funds with the high housing prices within the City. HCD is the State Agency that oversees and provides HOME funding opportunities, (on a competitive basis), for the City's First-Time Homebuyer and Owner Occupied Rehabilitation programs.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City does not provide supportive services or case management to homeless or formerly homeless persons. The City relies on the SYHC and its member service providers to address the supportive services and case management needed to help homeless people's transition to permanent housing, independent living, secure permanent affordable housing and prevent recurring homelessness.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

The City does not own or operate public housing units, but works in collaboration with the Regional Housing Authority, who manages the City's Neighborhood Stabilization and Homes2Families housing units.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

Since the City does not own, operate public housing or have oversight over Housing Authority operations, there are no City strategies directed at public housing tenants; however, the City encourages all residents to be active participants in their community.

The RHA has continued to work with residents to provide an environment in which they are able to accumulate adequate resources in order to move into non-subsidized housing and homeownership.

Actions taken to provide assistance to troubled PHAs

The RHA is not identified as a troubled Housing Authority; therefore, this section does not apply.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

The City's 2021-2029 Housing Element establishes specific goals, policies, and objectives relative to the provision of housing for all economic segments of the community and to adopt an action plan. The plan outlines policies and actions that will provide a systematic program for achieving the City's fair share of regional housing needs, maintaining the existing housing stock, providing affordable housing, facilitating the production of a wide range of housing types, and facilitating the incorporation of energy-efficient materials and technology in new and existing housing units. These policies include: allowing for accessory dwelling units in all zones where residential structures are allowed in accordance with AB 2299; allowing for single room occupancy (SRO) housing without a use permit in commercial zones; continuing to ensure zoning standards and development of housing at higher density ranges through exploration of creative options such as shared-parking, mixed-use development, encouragement of additional building floors, etc. Also, developing regulations for condominium conversions that minimize displacement of low-income residents and prevent the loss of affordable housing units, a density bonus which will offer incentives for developers who submit projects for multi-unit affordable housing, the requirement for developers to replace all affordable housing units lost to new development, and allowing residential use in non-residential land use designations. In addition, the City permits rotating cold weather shelters in religious institutions in each of the Residential Districts by-right, providing housing opportunities, albeit on a limited basis.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

During the 2025 Program Year, the City continued its efforts to identify alternate funding sources, supported funding applications by service providers that expanded the availability of affordable housing, and supported applications for homeless assistance and supportive services. The City continued to implement zoning and land use policies that encourages the development of affordable housing. The City also continued to encourage partnerships with other local government entities and service providers so that underserved needs may be better met by coordinated and collaborative uses of resources.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

The City continues to implement HUD's lead-based paint regulations. Efforts by the City in this regard include the disclosure of possible lead hazards and implementation of lead risk assessment, clearance testing procedures and supervision of lead-related work performed in conjunction with any of its housing programs. Any mitigation or removal of lead-based paint hazard is in accordance with HUD guidelines.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

Poverty has many causes. Among the causes are disabilities (physical and developmental disabilities,

chronic diseases, mental illness, etc.), a lack of adequate education or vocational training, a lack of sufficient spousal support and substance abuse problems. According to the 2021 U.S. Census Bureau American Community Survey data, 13% of Yuba City's population resides in poverty.

During this Program Year, the City has continued its efforts to forge relationships with public and private organizations that share a common mission for improving the quality of life for lower income individuals through housing, social services, employment and skills training, neighborhood revitalization and economic development.

The City is also a member of the Yuba-Sutter Economic Development Corporation (YSEDC) which offers economic development programs and partners with local lending institutions to make loans available to businesses creating and/or retaining jobs for low income residents.

Sutter County offers residents and businesses assistance through their Human Services Department, Employment Services offered include: Job Fairs, Hiring Assistance, Advertising and Recruitment Services, Employment Counseling, Job Search Programs and Strategies, Resume Design and a Resource Center.

The Regional Housing Authority, through the Family Self Sufficiency (FSS) Program, a voluntary 5-year program, provides rental assistance and support programs in order to allow households on the Housing Choice Voucher (HCV) Section 8 Rental Assistance Program to become free of public assistance.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

The City's Development Services Department is responsible for the administration of the City's Housing Programs, including the CDBG Program. The Development Services Department also oversees the City's Community Development and Economic Development activities. As an entitlement jurisdiction, the City receives an annual allocation of CDBG funds directly from the Department of Housing and Urban Development (HUD); both internal City departments and external agencies implement the programs and projects identified in the Annual Action Plan. The Development Services Department has continued to collaborate with other City Departments, the City Council, City Commissions, as well as local agencies, organizations and residents to develop programs and activities that serve low and moderate-income individuals and families within the jurisdiction.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

The City will continue to meet with and maintain a dialogue with non-profit agencies and organizations that serve low and moderate-income persons. The City will work to enhance and improve the organizational capacity and foster a collective planning process.

The City will continue to work closely with the Regional Housing Authority to develop, preserve and

improve the supply of affordable housing in the City.

During the 2025 PY, the City has also committed PLHA funding, as well as funding from their Low-Mod Asset Fund (formerly redevelopment agency funds) to Habitat for Humanity and Regional Housing Authority for two affordable housing projects, that will total over 300 affordable units.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

The City includes HUD brochures on sub-prime lending practices in the City's First Time Homebuyers and Housing Rehabilitation Programs.

To the extent that impediments pertain to private sector activities, the City carefully monitors any complaints received and, if necessary, refers fair housing matters to California Rural Legal Assistance. The City also encouraged applications for boards and commissions from all classes of citizens in order to promote adequate citizen representation.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The City monitors its performance through the Consolidated Annual Performance and Evaluation Report (CAPER). Each year the City reviews and reports progress it has made in carrying out its Con Plan and Action Plan. The 2025 CAPER includes a description of resources made available, investment of available resources, geographic distribution and location of investments, results/outcomes, actions taken to affirmatively further fair housing and any other actions taken during the 2025 Program Year (PY) as outlined in the 2025 Action Plan.

Throughout the 2025 PY, the City utilized the Integrated Disbursement and Information System (IDIS) for setting up, funding, drawing down and reporting CDBG and other funds as required. IDIS reports are incorporated into the 2025 CAPER and made available to the public as required.

The City utilized a performance measurement system to ensure accurate reporting of results in IDIS and in the 2025 CAPER for the programs and projects undertaken by the City during this PY.

In addition to the HUD monitoring and reporting requirements, the City completed the following monitoring program for its housing and community development programs and projects:

- The City reviewed and reported to the State Department of Housing and Community Development on the progress the City made during this PY implementing its 2021-2029 Housing Element.
- The City monitored its Sub-Recipients to ensure compliance with federal and local requirements outlined in Sub-Recipient Agreements. The level of Sub-Recipient monitoring conducted by City staff is determined through a Risk Assessment (RA), utilizing a variety of factors i.e., Sub-Recipients new to CDBG funding, Sub-Recipients with higher staff turnover, etc. The RA determines which Sub-Recipients have a higher level of risk of non-compliance with CDBG Program regulations and requirements. For Sub-Recipients determined to have a higher risk of non-compliance, City staff will conduct an on-site monitoring and may be provided technical assistance, training, or additional oversight by City staff throughout the year. For those Sub-Recipients that are determined to have a low risk of non-compliance, City staff may determine a desk review is sufficient to ensure on-going compliance with CDBG requirements. The RA conducted for the monitoring during this PY determined that two interanal subrecipients were at risk of non-compliance due to lack of timeliness expenditure of funding. These subrecipients were given guidance on how to maintain a timeline for expenditures and the most efficient pathway to getting the funding expended. The DSD will continue to monitor these departments to ensure funds are expended within given timeline. The City utilizes quarterly reporting to

monitor Sub-Recipient progress and financials, and to provide feedback moving forward based on those reports to ensure funds are being expended successfully.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

The City's Citizen Participation Plan (CPP) details the public noticing requirements for CDBG activities, sets threshold requirements for Annual Action Plan amendments, and also provides a detailed description of the CDBG Program Year cycle. In addition to carrying out the actions set forth in the City's Citizen Participation Plan, the following actions were taken during the 2023 Program Year:

1. Public Notice Requirements

The Public Notice for Public Review and Comment for the 2025 CAPER was published on September 4, 2026. The comment period began on September 5, 2026 and will end on September 21, 2026. The Public Notice and 2026 CAPER were also posted on the City's website, where translation services were available. The notice provided 15 days for citizens to comment on the report as required by 24 CFR 91.105(d). This report and all CDBG public information files are available for public review at City Hall and the Public Library.

The City maintains a list of organizations and agencies that advocate on behalf of special needs groups and in addition to the publishing the Public Notice in the local newspaper and on the City's website, the City provides notice to all entities on this list, inviting them and their clients to participate in the CAPER process, including the Public Hearing.

2. Reporting and Recordkeeping

The City maintains all CDBG programs and financial records. All CDBG program reports will be submitted to HUD as required. A community information file is maintained and available for review.

3. Citizen Comments

Copies of the 2025 CAPER were made available to the public during the 15-day comment period. A public hearing for public review and comment for the 2025 CAPER was held on September 16, 2025 before the City Council.

No public comments were received.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

The City does not have any plans to change its program objectives at this time. With the requirement of the new Consolidated Plan for the 2025 Program Year, objectives largely remained the same.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants? No; the City does not have any BEDI grants.

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

Not applicable to the City.

CR-58 – Section 3

Identify the number of individuals assisted and the types of assistance provided

Total Labor Hours	CDBG	HOME	ESG	HOPWA	HTF
Total Number of Activities	1	0	0	0	0
Total Labor Hours					
Total Section 3 Worker Hours					
Total Targeted Section 3 Worker Hours					

Table 8 – Total Labor Hours

Qualitative Efforts - Number of Activities by Program	CDBG	HOME	ESG	HOPWA	HTF
Outreach efforts to generate job applicants who are Public Housing Targeted Workers					
Outreach efforts to generate job applicants who are Other Funding Targeted Workers.					
Direct, on-the job training (including apprenticeships).					
Indirect training such as arranging for, contracting for, or paying tuition for, off-site training.					
Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).					
Outreach efforts to identify and secure bids from Section 3 business concerns.					
Technical assistance to help Section 3 business concerns understand and bid on contracts.					
Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns.					
Provided or connected residents with assistance in seeking employment including: drafting resumes, preparing for interviews, finding job opportunities, connecting residents to job placement services.					
Held one or more job fairs.					
Provided or connected residents with supportive services that can provide direct services or referrals.					
Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation.					
Assisted residents with finding child care.					
Assisted residents to apply for, or attend community college or a four year educational institution.					
Assisted residents to apply for, or attend vocational/technical training.					
Assisted residents to obtain financial literacy training and/or coaching.					
Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.					
Provided or connected residents with training on computer use or online technologies.					
Promoting the use of a business registry designed to create opportunities for disadvantaged and small businesses.					
Outreach, engagement, or referrals with the state one-stop system, as designed in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.					

Other.					
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Table 9 – Qualitative Efforts - Number of Activities by Program

Narrative

CITY OF YUBA CITY
STAFF REPORT

Date: September 15, 2026
To: Honorable Mayor & Members of the City Council;
From: Police Department
Presentation By: James Runyen, Police Chief

Summary

Subject: Purchase of Computer Automated Dispatch (CAD) and Records Management Software for the Police Department

Recommendation: Adopt a Resolution awarding the purchase of RIMS, a Computer Automated Dispatch program, from Sun Ridge Systems Inc., in the amount of \$974,427, as they are the sole proprietor of the software for purchase and installation, with the finding that it is in the best interest of the City

Fiscal Impact: The total cost of the purchase, including installation and training, is \$974,427. Sufficient funding has already been approved and budgeted in Project 941356 to cover the purchase

The project is funded through the following sources:

- \$500,000 from COPS funding
- \$200,000 from the STOP Fund
- \$300,000 from the Traffic Fund

The total funding available exceeds the estimated cost of the purchase. Any remaining funds will be available for contingencies or unforeseen costs related to the project

Purpose:

The Police Department has been operating for decades with the same Computer Automated Dispatch (CAD) system. The CAD system is the core program used in all daily activities of the police department and is the record's management system for dispatch and police reporting. The Police Department needs an upgraded system with better functionality for today's needs. The CAD System is also utilized for dispatching the Fire Department and all medical related emergencies.

Council Strategic Goal:

This resolution falls in line with the City Council's Strategic Goal of Safe Communities.

Background:

The Yuba City Police Department currently uses Spillman Technologies for its CAD system, which was purchased in 1994. A CAD program is the central system in a police department for intaking calls for service, dispatching them, and for officers to receive the information. A CAD system is also used for writing all police reports, and is where all the data and reports from our duties are stored. The CAD system is the primary program for records management at the police department. Legal reporting requirements for law enforcement agencies require constant updates from CAD systems, which means an evolving interface. The support with our current system has been difficult for staff in resolving many of the issues we have encountered. The issues have been slow to get resolved which degrades our efficiency within all divisions of the department.

Over the past 2 years, the Police Department has allocated funds for this purchase into the Capital Improvement Project (CIP) budget, with a total of \$1,000,000 set aside. The funding has come from three sources. From the COPS (Citizens Option for Public Safety) fund there was \$300,000 allocated in F/Y 2025/26, and \$200,000 from F/Y 2026/27. From the Traffic Fund there was \$150,000 allocated in F/Y 2025/26, and \$150,000 in F/Y 2026/27. From the STOP Fund there was \$50,000 allocated in F/Y 2025/26, and \$150,000 in F/Y 2026/27.

Analysis:

The Police Department has been researching CAD systems over the past several years as the need became apparent through functionality and current system requirements. Needs identified by department staff include: functionality with state reporting requirements like NIBRS (National Incident Based Reporting System), RIPA (Racial Identity Reporting Act), auditing and automatic purging ability, training modules to track employees, data sharing with local agencies, and customer support. RIMS, a product of Sun Ridge Systems Inc., consistently came out as the best available system to meet these needs. RIMS meets and exceeds all state and federal CJIS requirements. Each specific user of the system is permission based, with auditing capabilities anytime information is added, modified, or deleted. Personal and sensitive information is retained in a CAD system, making these requirements a priority.

Sun Ridge Systems Inc. is a California based company that consistently adapts necessary changes when reporting requirements change in California. Customer support within our own state and data sharing with other customers of RIMS are top priorities for the Police Department. Surrounding agencies including Yuba County Sheriff, Wheatland Police Department, Butte County Sheriff, Chico Police Department, Colusa Police Department, and Colusa County Sheriff's Department all use RIMS, allowing data sharing amongst agencies and the ability to monitor what and with whom information is shared. The current data in our CAD system spans several decades, and the conversion of the data into a new system is necessary. Sun Ridge Systems Inc. is able to convert nearly all the data from our current records management system into RIMS. The retention of this data is an important component of a new CAD system.

The Yuba City Fire Department has also researched the functionality of switching to RIMS. The Fire Department is purchasing Tablet Command, a new interface that will enhance their ability of scene management. Tablet Command will interface with RIMS and improve their dispatching, scene management, and interoperability with outside agencies.

Sun Ridge Systems Inc. is the sole proprietor of RIMS. In addition to the software, they install and train staff on the software, not outsourcing any of the work. Sun Ridge Systems Inc. pays at or above prevailing wages for their employees. A CAD system has evolving needs and therefore requires a maintenance contract to resolve issues and maintain support needed for a critical program. The annual maintenance for RIMS is \$94,800, which is currently less than our budgeted maintenance for Spillman Technologies. The purchase of this CAD system will greatly enhance the capabilities and efficiency of the department within all divisions.

Fiscal Impact: The total cost of RIMS from Sun Ridge Systems, Inc. is \$974,427. This cost includes software, data conversion, installation, and training for all members of the Police Department.

Sufficient funding has already been approved and budgeted in the CIP Budget under Project #941356. The project has a total available budget of \$1,000,000, funded through the following sources:

- \$500,000 from COPS funding
- \$200,000 from the STOP Fund
- \$300,000 from the Traffic Fund

The available funding is sufficient to cover the total cost of the RIMS purchase, with the remaining \$25,573 available for contingencies or other project-related costs.

Alternatives:

Do not purchase RIMS and have the Police Department evaluate different options for a CAD system replacement while continuing to use our current system.

Recommendation:

1. Adopt a Resolution awarding the purchase of RIMS CAD system from Sun Ridge Systems Inc., estimated to be \$974,427, and not to exceed \$1,000,000, in finding that it is in the best interest of the City.

Attachments:

1. Attachment A RESOLUTION FOR RIMS
2. Attachment B Sole Source Justification signed packet
3. Attachment C Yuba City PD RIMS quote
4. Attachment D Sun Ridge Contract for Yuba City 09-26

Prepared By:

Jim Runyen
Chief of Police

Submitted By:

Robert Bendorf
City Manager

ATTACHMENT A

RESOLUTION NO. ____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
AWARDING THE SOLE SOURCE PURCHASE OF RIMS CAD SYSTEM FROM
SUN RIDGE SYSTEMS INC., FOR SOFTWARE INSTALLATION AND
TRAINING OF DEPARTMENT PERSONNEL, WITH THE FINDINGS THAT IT IS
IN THE BEST INTEREST OF THE CITY**

WHEREAS, the City has recognized the need for the Police Department to replace its existing CAD System; and

WHEREAS, the City intends to sole source the purchase of RIMS CAD System from Sun Ridge Systems, Inc., who is the sole proprietor of the software; and

WHEREAS, the City intends to sole source the installation and training of the software to Sun Ridge Systems Inc., as they are the sole proprietors to install and train their software; and

WHEREAS, the Police Department has done its diligence in researching other CAD Systems and found that Sun Ridge Systems Inc. best meets the needs of the department for functionality in mandated reporting, auditing, customer support, and data sharing with participating agencies; and,

WHEREAS, the City has met the special situation requirement to sole source the equipment purchase and installation pursuant to the City Purchasing Policies section 9-3; and,

WHEREAS, the City desires to authorize the sole source purchase of the software, installation, and training to Sun Ridge Systems Inc., with the finding that it is in the best interest of the City.

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

1. The City Council of Yuba City finds that Sun Ridge Systems Inc. has provided a fair and reasonable quote for the purchase, installation, and training of RIMS CAD system. The City Council hereby authorizes the City Manager to purchase RIMS CAD System in the amount of \$974,427 with budgeted and approved funds not to exceed \$1,000,000, 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 15th day of September 2026.

AYES:

NOES:

ABSENT:

Marc Boomgaarden, Mayor

ATTEST:

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM:
COUNSEL FOR YUBA CITY:

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP



JIM RUNYEN
CHIEF OF POLICE

POLICE DEPARTMENT

(530) 822-4660 | 1545 POOLE BLVD. P. O. BOX 3447, YUBA CITY, CALIFORNIA 95992 | WWW.YUBACITY.NET

To Whom It May Concern:

Sun Ridge Systems Inc. is an exclusive company that can sell and support RIMS CAD/Records Management software. The police department has been utilizing Spillman Technologies for our CAD system for several decades. The product is the central program used in the police department daily by all staff. Spillman has been problematic for many years with the vendor, Motorola Solutions, who are often unable or slow to fix the many issues we have encountered. When looking at other systems, there are also significant time savings in the operation of the programs.

The Police Department has done its diligence in researching other CAD software programs, and RIMS fits the department's needs best. Needs identified by department staff include: functionality with state reporting requirements like NIBRS (National Incident Based Reporting System), RIPA (Racial Identity Reporting Act), auditing and automatic purging ability, training modules to track employees, data sharing with local agencies, and customer support. RIMS, a product of Sun Ridge Systems Inc., consistently came out as the best available system to meet these needs. RIMS meets and exceeds all state and federal CJIS requirements. Each specific user of the system is permission based, with auditing capabilities anytime information is added, modified, or deleting. Personal and sensitive information is retained in a CAD system, making these requirements necessary.

RIMS is utilized by 243 California agencies which are part of the RIMS Collaborate feature allowing data sharing, something we currently do not have. Nearby agencies utilizing RIMS are Chico Police Department, Yuba County Sheriff's Department, Wheatland Police Department, Gridley Police Department, Butte County Sheriff's Department, Colusa Police Department, and Colusa County Sheriff's Department. There are many other departments in the surrounding areas that are also using RIMS. RIMS has the ability to share data with other users of the software, something we currently cannot do with surrounding agencies. The ability of data sharing with nearby agencies has become a valuable resource for both complex and simple investigations. Sun Ridge Systems Inc.

Sun Ridge Systems Inc. is a California based company that designs the product based on needs of California agencies. Installation and training of RIMS software is done solely by Sun Ridge Systems Inc. Sun Ridge Systems Inc. employees are paid at or above prevailing wages. Attached to this memorandum is a sole-source proposal and overview provided by Sun Ridge Systems Inc.

Respectfully,

Jim Runyen

Chief of Police

Received: _____
Date

SOLE SOURCE JUSTIFICATION
Per Ordinance No. 003-22 and Purchasing Policies and Procedures Handbook

Date: 5/26/26

Vendor Name: Sun Ridge Systems Inc.

Vendor Number: _____

Vendor Address: 5050 Grazing Hill Rd.

City: Shingle Springs, CA

Vendor Phone: 888 791 7467

Account Number: _____

Item to Purchase: RIMS Integrated Public Safety Software for CAD (Computer Automated Dispatch) and Records Management.

Instructions:

1. Please check all applicable categories (1a through 1g) below and provide additional information where indicated. (at least one category must be checked)
 - ☐ a. The requested product is an integral repair part or accessory compatible with existing equipment.
Existing Equipment: _____
Manufacturer/Model Number: _____
Age: _____ Current Value: _____
 - ☒ b. The requested product has unique design/performance specifications or quality requirements which are essential to department operations and are not available in comparable products.
 - ☒ c. Only known manufacturer of this product.
 - ☐ d. The requested product is one with which I (or dept. staff) have specialized training and/or extensive expertise. Retraining would incur substantial cost in time and/or money.
Product: _____
Software: _____
 - ☒ e. Only vendor authorized to sell/service this product in our region.
 - ☐ f. Upgrade to existing software. Available only from the producer of this software who sells on a direct basis only.
 - ☐ g. Other
2. **NEEDS STATEMENT.** Provide an explanation for categories checked in 1a through 1g. Attach additional sheets if necessary.
See attached memo and sole source justification from Sun Ridge Systems Inc.

3. Was an evaluation of other equipment, products, or services completed? ☒ Yes ☐ No. If yes, please attach the results of the evaluation.
4. Check one: ☐ This is a recurring procurement.
☒ This is a one-time procurement for this product or service.
Requisition #: _____

I certify that to the best of my knowledge I have investigated and found that the above reasons and explanations justify this requisition as a single/sole source purchase, and that price reasonableness is adequately confirmed. I am the individual who has gathered and provided this detailed information and any further questions regarding these details can be directed to my attention.

Preparer of sole source signature _____

Printed name Jim Runyen

Title Chief of Police

Department Head: Please check one: ☒ Approved ☐ Not Approved

Department Head signature _____

Date 5/26/26

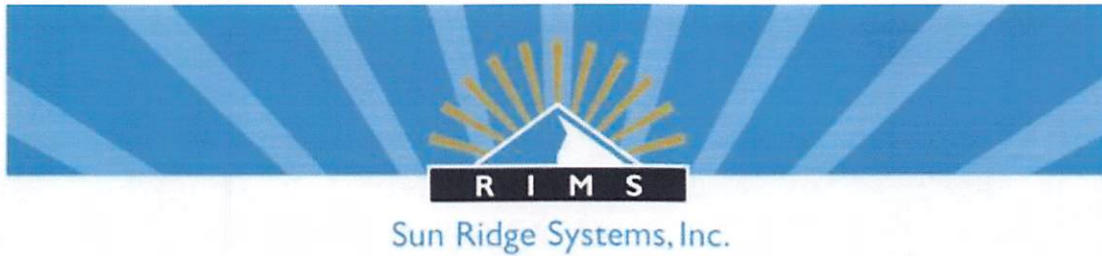
Purchases between \$50,000.01-\$100,000 require the following signatures:

Chief Finance Officer Signature _____

Date 7/3/24

City Manager Signature _____

Date 9/2/26



February 19, 2026

Chief Jim Ruinyen
Yuba City Police Department
1545 Poole Boulevard
Yuba City, CA 95993

Subject: Sun Ridge Systems Sole-Source Proposal Overview and Key Elements

Jim,

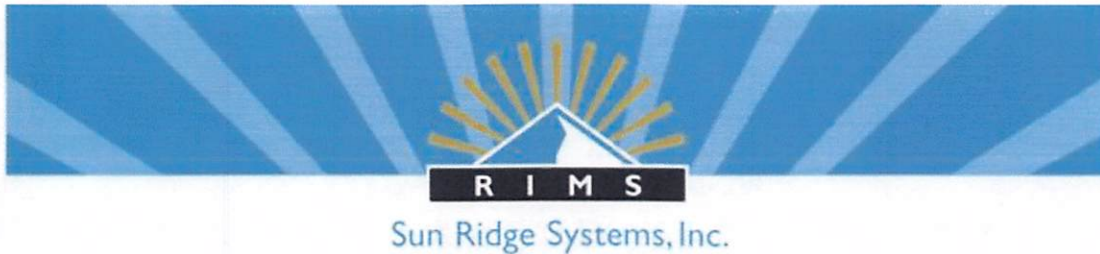
Thank you for your patience! On behalf of our entire team at Sun Ridge Systems, we offer this sole-source procurement guide because we believe we are qualified to meet the Yuba City Police Department's operational, technical, or functional requirements, and no other vendor can provide an equivalent solution within reasonable constraints on time, cost, and compatibility. While we offer these factors, it is the agency's responsibility to evaluate these against your own agency's policies and state or federal procurement requirements to ensure they meet these thresholds.

RIMS COLLABORATE

Given the demographics and the vital need to share information with surrounding agencies, our data-sharing product, **RIMS Collaborate**, lets you access critical CAD and RMS data from other area RIMS agencies. Many of our **243 California** agencies are part of a RIMS Collaborate network.

Agencies determine which RIMS Collaborate features to enable for each Collaborate RIMS agency they are connected to, including:

- RIMS inter-agency emails
- Person records, including mugshots and SMTs
- Missing person records
- Vehicle records
- Stolen vehicle list
- Cases including narratives, photographs, and attachments
- Property records (stolen, evidence, lost, found, safekeeping, etc.)
- Who's on Duty
- Warrants
- Citations
- Field Interrogations (FI)



- Civil Process
- Units
- CAD Incidents
- Incident lists
- Premise records (businesses)
- Location History
- Street files

What makes Collaborate particularly valuable is its seamless integration with RIMS CAD/RMS. Running a person through Collaborate, for example, is as simple as checking a box. Again, the ability to share data is a crucial component of crime prevention and solving crimes. Over the past 30 years in San Mateo County, we have had many instances of “Collaborate solves the case!” Additionally, during crisis events, this information can be used to effectively manage resources from surrounding agencies.

REGIONAL DATA SHARING

Yuba City is surrounded by agencies using RIMS, including:

Yuba County agencies:

- Yuba County Sheriff’s Office
- Wheatland Police Department

Butte County agencies:

- Gridley Police Department
- Oroville Police Department
- Butte County Sheriff’s Office
- Chico Police Department
- CSU Chio Police Department
- Paradise Police Department

Colusa County agencies:

- Colusa County Sheriff’s Office
- Colusa Police Department
- Williams Police Department

Yolo County agencies:

- Davis Police Department
- Winters Police Department

Sacramento County agencies:

- Twin Rivers Unified School District Police Department



Sun Ridge Systems, Inc.

- Sacramento State University Police Department
- Los Rios Community College Police Department
- Citrus Heights Police Department
- Folsom Police Department
- Galt Police Department

Additionally, the California State Lottery also uses RIMS to conduct investigations!

FEDERAL/CALIFORNIA LAW ENFORCEMENT POLICIES

RIMS is capable of meeting California's unique requirements, such as:

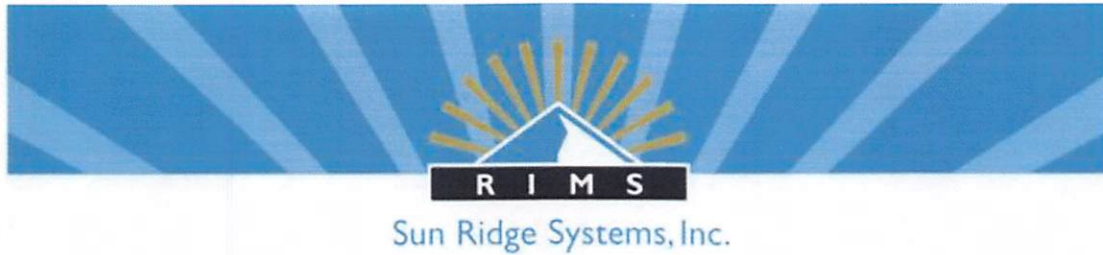
- **CHP-555 Collision Report.** Collecting and reporting California traffic collision data.
- **California Offense Codes.** As part of an RIMS update, the current, published California Offense Codes are updated within the RIMS database automatically – saving hours of manual entry by agency staff.
- **JUS-8715.** Provides for the basic elements of the report.
- **Use of Force.** California Department of Justice Use of Force report (URSUS).
- **Stop Data.** Seamlessly collects and reports the current California AB953 (Racial and Identity Profiling Act) requirements.
- **AB 1747.** Agencies must specify a reason code with every CLETS transaction (regardless of query, entry, or update).
- **CIBRS (California Incident-Based Reporting System (XML))**
 - XML Submission
 - Agency Dashboard
 - Citizen Dashboard via CitizenRIMS
- **Clery Reporting**
 - Daily Crime and Fire Log
 - Citizen Dashboard via CitizenRIMS

EXCLUSIVE LICENSING

No other vendor or company is permitted to market, sell, or support any of our software products.

PROPRIETARY TECHNOLOGY OR INTELLECTUAL PROPERTY

While proprietary technology can introduce a sole-source risk, we believe it can limit an agency's ability to scale operations and meet needs quickly. We do not require the agency to use any application or device that would be considered "proprietary" to our platform.



COMPATIBILITY AND INTEGRATION REQUIREMENTS

It is essential that public safety software vendors demonstrate the ability to integrate with other operational platforms, infrastructure, or workflows. This may include:

- Interoperability with current Windows-based software and hardware.
- Continuity with existing data formats or databases, and systems – Sun Ridge Systems now supports over **120 integrations** to third-party systems.
- Avoidance of disruption to critical services. RIMS has never failed our customers – not in 40 years!
- Preservation of prior investments where Sun Ridge Systems has converted the data from 32 of its competitors, making this data available from within RIMS. How many have converted RIMS data? Zero.

Ensure your agency includes a brief summary of the research conducted to determine whether other viable sources exist. This demonstrates due diligence and transparency in the procurement process.

JURISDICTION IMPACT OF NOT APPROVING SOLE-SOURCE

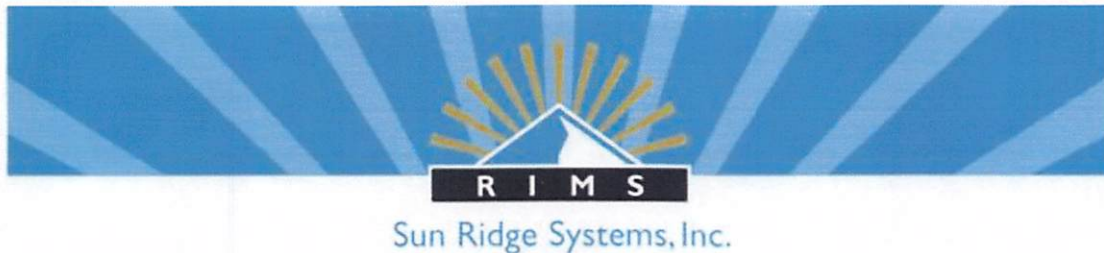
Each jurisdiction has its own unique challenges, and if the purchase or replacement were delayed or competitively bid, such as Yuba City PD could face additional issues, such as:

- Operational disruption
- Significant increase in costs and duplication of effort
- Data migration risks
- Training and change-management burdens
- Service interruptions

COST JUSTIFICATION

Public safety software is a significant investment in an agency. A return-on-investment (ROI) should be provided to Boards of Supervisors, City Councils, and other purchasing authorities, illustrating a clear roadmap of reasonable, anticipated costs, including:

- Vendor Pricing of Comparable Platforms (Premise)
- Vendor Pricing of Alternative Platforms (Cloud)
- Hardware upgrades or replacements
 - Servers



- Workstations
- Peripherals
- Long-term value or total cost of ownership (Ten Years)

We offer a cost-benefit analysis tool that agencies can use to evaluate these factors upon request.

PUBLIC INTEREST STATEMENT

A concluding affirmation that the sole-source procurement serves the agency's best interests in terms of efficiency, reliability, fiscal responsibility, and mission effectiveness. If the agency can demonstrate that other regional agencies use RIMS, it can show how their financial investment in RIMS benefits Yuba City PD and further maximizes your investment.

Additionally, many jurisdictions allow their departments to "piggyback" on another jurisdiction's RFP. The most recent RFP was awarded by the **Marin County Sheriff's Office**.

VENDOR QUALIFICATIONS

Your agency should qualify each vendor. Potential vendors must demonstrate they are a low-risk provider that:

- Has experience with the agency or similar-sized agencies
- Provides a list of these agencies where Yuba City PD can independently review and assess these agencies
- Has proven performance and reliability
- Is free of legal actions where the vendor was found to have been at fault
- Can show a community of highly satisfied public safety customers
- Sun Ridge Systems, Inc is not for sale. We are financially solvent and have a clear business continuation plan.
- Age of business – Sun Ridge Systems, Inc. is now in its 41st year of providing California public safety software
- Provides 24/7 Support
- Support staff is based within the state of California
- Vendor staff with law enforcement expertise
- Vendor never has end-of-life platforms – RIMS has never done this.
- Clear support fees – providing the agency with the cost of support for at least five years.

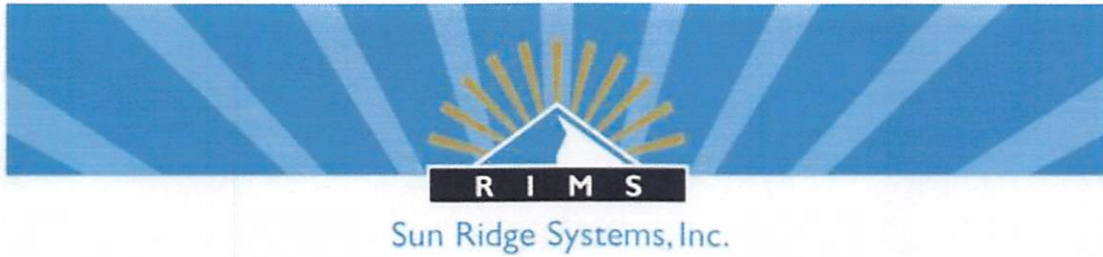


Sun Ridge Systems, Inc.

CALIFORNIA MARKET PRESENCE

Sun Ridge Systems is the premier California public safety vendor leader:

- **243 installations**
- More than 40 Bay Area agencies are among its clients
- 19 of the 23 California State University police departments
- 7 of the 9 University of California police departments
- 20 Sheriff's Offices in California, 12 using our InCustody Jail Management System
- 14 California community college police departments
- Produces a new enhanced version of its products every year



Our team understands the importance of procurement integrity and transparency. Should your agency need additional supporting documentation or clarification, please contact us. Our goal is to ensure the agency receives the most effective and reliable solution while minimizing risk and maximizing value.

Respectfully,

A handwritten signature in black ink, appearing to read 'Bryan D. Morehouse', is written over a horizontal line.

Bryan D. Morehouse

Director of Sales and Marketing



To: Chief Jim Runyen, Yuba City Police Department
From: Tamera Melrose
Subject: Quotation for RIMS Software includes Data Conversion
Date: September 8, 2026

Thank you for your interest in RIMS. The following is a quotation for RIMS software based upon your recent conversation with Bryan Morehouse.

SOFTWARE	Price
RIMS Computer-Aided Dispatch and RIMS Records Management Software	\$315,000
RIMS Mobile Computer and Mobile Mapping Software	\$103,000
iRIMS Law iOS/Android App Software	\$29,000
RIMS In Station Mapping Software (See Mapping note)	\$42,000
RIMS Property Management System Software	\$35,000
RIMS Citizen RIMS Public Access Software	\$13,000
RIMS E911 Link Software	\$15,000
RIMS State Link Software	\$19,000
RIMS Text Paging Link for Active911 Link	\$7,000
RIMS Collaborate Data Sharing Software	\$14,000
RIMS Officer Training Management (TIMS) Software	\$9,000
RIMS DA Link to Karpel Software	\$8,000
RIMS Body Camera Link to AXON Software	\$3,000
RIMS Auto Cite Link to DataTicket	\$4,000
RIMS CHP 555 Export to SWITRS Link Software	\$10,000
RIMS ProQ&A Link Software	\$6,000
Worth Data Bar Coding Equipment (See Bar Coding Equipment note)	\$1,700
Data Conversion (See Data Conversion note)	\$40,000
Training and Installation Costs (Includes 27 days on site - see Installation & Training note)	\$159,982
Year 1 Software Maintenance, Support, and Updates	\$94,800
**California Sales Tax – to include Software Tax related to Senate Bill No. 122	\$45,945
TOTAL	\$974,427

**Please note that our quotation now includes California sales tax on software per the requirements of Senate Bill No. 122, approved by Governor Gavin Newsom on June 29, 2026, and which takes effect January 1, 2027. The essence of this Bill is that businesses must now collect California sales tax on software, regardless of delivery media. Should your agency be exempt from California sales tax, please provide documentation for such so that we may have it on file.

Data Conversion

The services listed in the price chart include only converting data from your existing Spillman system. You are responsible for extracting that data and providing it to us for conversion. Conversion of any other data or database is not included. Once we receive the extracted data, we will evaluate it to determine which items may be converted into RIMS. As part of our standard data conversion, we attempt to convert the following items. In some instances, not all data may be available or suitable for conversion.

- **People:** Including person name, DOB, contact info, description, ID#'s, officer safety notifications, log entries for connections to cases, for citations and for field contacts
- **Arrest:** Arrestee, date, time, charges, counts, offense level, disposition, booked/cited out and arresting officer ID
- **Vehicles:** License, state, year, color, type, log entries for connections to case and for field contacts
- **Cases:** Location, date report and data occurred, classification/type, offenses, case disposition and date of disposition, persons, vehicles, narratives, and supplements
- **Property in cases:** category, article, status, description, brand, model, item #, property code, locations, value-stolen, recovered, damaged, color, drug type, quantity/measure, disposition, officer, and chain of custody of history
- **Property Room:** Location table
- **Premises:** Common place name, address, contact person, contact phone number, alarm
- **Streets:** (if electronic street file is available), street name, intersections with block ranges
- **Officers:** Name, ID
- **Users:** Name, ID

Data Conversion - Not Included in this Project:

- CAD, Third-party Property & Evidence, and attachment/associated documents data will not be converted.

Software Information

RIMS Mapping: Our mapping products (In-Station and Mobile) require either an ESRI and/or a Google map source. If you plan to use ESRI as your map source, they have recently updated their products which will require you to review the type of ESRI licenses you have. Although all are compatible with RIMS In-Station and RIMS Mobile Mapping, you are required to provide the correct ESRI licenses to be able to use RIMS Mapping. Under the new ESRI licensing model (whether Enterprise or Online), each position running RIMS Mapping will need an ESRI "Viewer" license. Please check with ESRI regarding their licensing requirements.

If you are using Google maps exclusively (both in-station and on the mobiles) no additional licensing is required.

Software Information – continued

State Link: Our price includes RIMS software only. It does not include the cost of any physical connections from your agency to either the local message switch or a direct line to DOJ, nor does it include any third-party products that may be required to connect to these paths.

You will need to complete a CLETS application with the California DOJ which advises them that you are changing vendors and/or your method of connection to CLETS. This is sometimes a lengthy process with the State, so you are encouraged to submit the application as soon as a decision has been made to purchase the RIMS State Link Software.

E911 Requirements: You will need to ensure that your E911 controller is CAD compatible, meaning it has the proper software and port to be able to connect to and communicate with a CAD system. You can obtain this information by contacting your E-911 provider. You may also need a cable to connect this PC to your E911 controller but again, this information will be available from your E911 provider.

Citizen RIMS: This software does not require any new dedicated hardware or software. It can run on your existing SQL or application server. It does require a server with internet access that also can have RIMS installed. The only software on your network will be a small Windows service which sends data to the public web server.

Like all RIMS software which requires Windows 11, Citizen RIMS requires browsers supported by Windows 11. In addition, the agency will need to create "categories" for Incidents and Offenses. The previously mentioned web service uses the defined categories to determine what information is sent to the public web server.

RIMS2Text Paging: This product utilizes our RICO web services product, whereby text messages are sent to a device using one of two separate methods. The agency is responsible for providing the SMTP server or they can pay and sign up with Twilio SMS Services instead of using SMTP.

iRIMS iOS/Android App: This software runs on the Apple iPhone and iPad plus, Android phones and tablet computers. iRIMS is not a substitute for Mobile RIMS nor is it "RIMS" running on an iPhone or iPad device. iRIMS is an iOS/Android software App with a rapidly expanding portfolio of RIMS functionality.

For this product you will have to open a network port that RIMS requires to communicate between mobile devices and RIMS and alternatively provide a VPN solution on the mobile devices.

Collaborate Data Sharing: RIMS Collaborate, integrates directly to RIMS CAD, RMS, and Mobile applications, seamlessly and connects RIMS agencies together. Agencies can share unlimited records of CAD and RMS information and view the same detailed information from other RIMS agencies. Each agency decides what information to share, down to an individual record type.

Software Information – continued

Third-Party Integrations: This quotation is for RIMS software only and does not include any hardware or third-party software that may be required to support third-party interfaces. You are encouraged to contact your third-party vendors to determine any costs that may be associated with providing their portion of the desired interfaces.

Installation and Training

The number of training and support days includes the following. All training is end-user training unless specified otherwise. The number and types of classes must be confirmed by you.

<u>Task</u>	<u>Days</u>
RIMS Configuration and Set Up	2 (remote/on-site)
RIMS Conversion Review	2 (remote)
CAD Training	4 (2 sessions, 2 days/session)
Officer Training	8 (4 sessions, 2 days/session)
Property Room Training	1
Records Training	1
IT Go Live Preparation	1
Go Live Conversion Review	1
Admin Review	1
Go Live	6 (3 staff on site for 2 days each)
Post Go Live Follow-up	1 (remote)
Post Go Live Refresher Training	1 (on-site)
Post Go Live TIMS Training	1 (on-site)

Technical Requirements

The following are the recommended minimum configurations.

System Software: RIMS requires Microsoft Windows OS and SQL Server (Standard Edition) for the database. This software is not included in this quotation and must be purchased by the agency prior to installation of any RIMS software.

Server Specifications: We recommend a Microsoft SQL Database Server and a separate Application Server. Depending on your agency's size, you could run both on one server. Utilizing an existing SQL Server is also possible, providing it meets FBI CJIS requirements.

RIMS supports a traditional hardware platform or a virtual platform. The hypervisor software products supported include VMWare, Hyper-V, and others.

Technical Requirements – continued

Monitor Resolution: The minimum monitor resolution for all RIMS applications is 1920 x 1080.

Minimum Specifications (If using existing PCs and servers)

Office Workstations	Database Servers
Microsoft Windows 11+	Microsoft Windows Server 2016+
2+ Ghz Processor / i5+	Microsoft SQL Server 2016+
16 GB+ RAM	Intel 2 GHz+ Processor
Any Size Disk Space	32 GB+ RAM
	100GB+ Minimum Disk Space with no Data Conversion
	5x Current System Database Size with Data Conversion

Recommended Specifications (If purchasing new PCs and servers)

Office Workstations	Database Servers
Microsoft Windows 11+	Microsoft Windows Server 2022+
i7 / i9 Processor	Microsoft SQL Server 2022+
16 GB+ RAM	i7, Xeon, or AMD Equivalent Processor
Any Size Disk Space	32 GB+ RAM
	100GB+ Minimum Disk Space with no Data Conversion
	5x Current System Database Size with Data Conversion

Mobile Computer Specifications: RIMS Mobile Computer Software/OFR Software and RIMS Mobile Mapping run on Windows laptops or Windows tablets per the following minimum specifications.

Recommended Specifications (If purchasing new Laptops/Tablets)

Laptops / Tablets
Microsoft Windows 11+
i7/i9 Processor
16 GB+ RAM
Any Size Disk Space

Optional features for Mobile RIMS: include support for touchscreens, locally connected GPS devices (COM-port Serial or network connection to the modem), NFC readers for YubiKeys (MFA), and Driver's License barcode scanning using enabled Getac tablets or DL scanners (Com-port Serial – AAMVA format – purchased separately by the agency).

Phone and Tablet Devices: The agency must provide connectivity from the Phone or Tablet via the Internet back to the Agency to reach the Application Server. The agency must also provide a secure method to reach the Application Server, which can be done in various ways. Most agencies choose to use an agency-provided Virtual Private Network (VPN) or NetMotion-type product that these devices support. Supported Devices Include:

Android Devices	iOS Devices
Android v13+	iOS v16+

Technical Requirements – continued

Signature Pads [Property Room]: Property Room supports the use of signature pads. The supported device is the Topaz SigLite Slim 1x5 T-S461, electronic signature pad. This device is not provided nor maintained by Sun Ridge. It can be purchased at your local computer/office supply store or the Internet.

Bar Coding Equipment: The bar-coding equipment, manufactured by Worth Data, includes a base station and wireless scanning terminal. These devices include a 2-year manufacturer's warranty and are not maintained by Sun Ridge. You must also purchase an inexpensive printer and labels for bar coding labels: DYMO LabelWriter 550 Turbo Label Printer and Dymo Labels # 30256 or a Zebra ZD421 Thermal Printer. These devices can be purchased at your local computer/office supply store or on the Internet.

FBI CJIS Requirements: All workstations must comply with FBI CJIS policies, including the required Multi-Factor Authentication (MFA) for all workstations. MFA can be provided within the Sun Ridge Systems products, or the agency can use its own solution. Sun Ridge Systems only offers these two MFA possession solutions: Time-Based One-Time Password (TOTP) Authenticator and physical YubiKeys (purchased by the agency). For mobile devices using Mobile RIMS or iRIMS, a Mobile Data Management (MDM) software product may be required, which Sun Ridge Systems does not provide nor sell. The agency is responsible for other FBI CJIS requirements, including virus protection, local firewalls, and VPNs.

Remote Access: Sun Ridge Systems uses BeyondTrust remote access software for secure installation and follow-on support services. BeyondTrust software is FBI approved and provided by Sun Ridge Systems; there is no cost to you.

If you have any questions, please feel free to contact me at 800-474-2565. We want to thank you for your interest in Sun Ridge Systems RIMS software.

SUN RIDGE SYSTEMS, INC. SOFTWARE AND SERVICES AGREEMENT

This Software and Services Agreement ("Agreement") is executed in duplicate as of _____, 2026, between Sun Ridge Systems, Inc., a California corporation ("Sun Ridge"), and the City of Yuba City, a political subdivision of the State of California ("the City") located at 1201 Civic Center Boulevard, Yuba City, California, 95993.

Section 1. Agreement. That for and in consideration of payments and agreements hereinafter mentioned to be made and performed by the City, and under the conditions set forth in this Agreement, Sun Ridge agrees to provide computer software ("Software") and services ("Services") to the City as described in Exhibit A, Scope of Work, attached hereto and incorporated herein. The Software support and maintenance services to be provided by Sun Ridge as part of the Services are more specifically described in Exhibit C attached hereto and incorporated herein ("Software Support Services Agreement").

Section 2. City Project Manager. Sun Ridge shall work under the general direction of _____ in fulfilling this Agreement.

Section 3. Scope of Work. The project that is the subject of this Agreement shall consist of the delivery by Sun Ridge to the City of the Software and Services (the "Project") described in Exhibit A.

Section 4. Payment Schedule. In consideration for the Software and Services to be provided by Sun Ridge under this Agreement, the City agrees to pay Sun Ridge the Total Contract Amount ("Contract Amount") given in Exhibit B according to the following schedule ("Payment Schedule"):

<u>Milestone</u>	<u>Amount of Payment</u>
Contract Signing	25% of Contract Amount
Software Installation Complete	25% of Contract Amount
Training Complete	25% of Contract Amount
Final Acceptance	25% of Contract Amount

The City shall not be entitled to withhold or delay payments due to Sun Ridge pursuant to the above Payment Schedule due to delay in the delivery, installation, or testing of Software items described in Exhibit A where the delay is the result of action or inaction or breach of this Agreement by the City, its agents or employees or the action or inaction of a third party which is not within Sun Ridge's reasonable control.

Section 5. Invoices. Invoices shall be sent to:

Upon receipt of the invoice, the City shall verify that the invoice has been properly prepared and that the conditions of payment have been fulfilled. If the payment conditions have been fulfilled, the invoice shall be processed and paid by the City within thirty (30) days after the City's receipt thereof.

In addition to any other amounts for which City is liable under this Agreement, City agrees to pay to Sun Ridge a late charge equal to one percent (1%) of the amount due if City fails to pay Sun Ridge any amount that is due and owing pursuant to this Agreement within sixty (60) days after City's receipt of an invoice from Sun Ridge. Any invoiced amounts that are due and owing under this Agreement which City fails to pay to Sun Ridge within ninety (90) days after City's receipt of an invoice from Sun Ridge shall thereafter bear interest at the rate of twelve percent (12%) per annum or the highest interest rate allowed by applicable law, whichever is less.

Section 6. Term of Agreement. Unless terminated earlier in accordance with the provisions of this Agreement or applicable law, the term of this Agreement ("Term") shall be from the date shown on the first page of this Agreement through completion of the Project. Completion of the Project means the installation by Sun Ridge of all of the Software, the completion by Sun Ridge of all training and other Services and the payment by the City to Sun Ridge of the entire Contract Amount. The Project schedule is to be separately generated and agreed to between the parties. Notwithstanding the foregoing, the License described in Section 9 below will remain in effect until it is terminated pursuant to Section 9.

Section 7. Warranty/Disclaimer of Liability.

a. Sun Ridge warrants that upon delivery the Software substantially conforms to its Documentation and is free from defects that will materially impair its use. The City's sole and exclusive remedy for breach of this warranty will be repair or replacement of the Software. Sun Ridge will make reasonable efforts to correct errors in the Software, but does not warrant that the Software is error-free or will perform without interruption. The City has relied solely upon its own investigation and judgment in selecting the Software and not upon any representations or promises of Sun Ridge except as may be expressly stated in this Agreement.

b. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES PERTAINING TO THE SOFTWARE, EXPRESS OR IMPLIED, AND SUN RIDGE SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

c. IN NO EVENT WILL SUN RIDGE BE LIABLE FOR LOST BUSINESS, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, WHETHER FOR BREACH OF WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE) ARISING OUT OF THE QUALITY, CONDITION OR USE OF THE SOFTWARE OR ANY OTHER PART OF THE PRODUCT. IN NO EVENT WILL SUN RIDGE BE LIABLE FOR ANY AMOUNT WHICH EXCEEDS THE AMOUNT PAID BY THE CITY FOR THE PRODUCT.

Section 8. Final Acceptance. For thirty (30) days from the beginning of Agency's Operational Use of the Software or forty (40) days after the completion of installation and training by Sun Ridge, whichever comes first (the "Test Period"), Agency shall test the system for defects and anomalies. "Operational Use" is defined as the Agency's use of the Sun Ridge Software in the course of the Agency's daily business activities. During the Test Period, Sun Ridge shall address and attempt to resolve issues with the Software identified by Agency under the Software Support Services Agreement (Exhibit C). At the end of the Test Period, Agency shall accept or reject the Software as follows:

a. If City determines that the Software is performing to its satisfaction it shall immediately provide written notice to Sun Ridge of final acceptance of the Software ("Final Acceptance Notice"), and upon receipt of a valid invoice from Sun Ridge, shall process and pay the final milestone of the Contract Amount including any additional outstanding milestone Payment Amounts. Any remaining issues with the Software shall be covered as part of the original

cost of the system and handled as maintenance items under the Software Support Services Agreement (Exhibit C).

b. If City decides to not accept the Software, then it must so notify Sun Ridge in writing within five (5) calendar days after the end of the Test Period (a "Rejection Notice"). If a Rejection Notice is given, this Agreement shall be automatically terminated and all payments already made by City to Sun Ridge, less the cost of project management, installation, data conversion, and training services provided up to the date of termination shall be returned to City by Sun Ridge within thirty (30) days after receipt of the notice. The terms of Section 11 and all other provisions of this Agreement that expressly survive such termination shall apply.

c. If City fails to provide a Final Acceptance Notice or a Rejection Notice within five (5) calendar days after the end of the Test Period, then City's final acceptance of the Software shall be considered to have occurred and City and Sun Ridge shall proceed as described in section 8.a above.

Section 9. Software License. Subject to the terms, conditions, limitations and restrictions set forth in this Agreement, Sun Ridge grants to the City a nonexclusive and non-transferable license, effective upon the City's Final Acceptance of the Software pursuant to Section 8 above, to use the Software in connection with the City's normal and customary daily operations substantially as they exist as of the date of commencement of the Term as described below (the "License"). The City shall acquire no ownership or other rights in or to the Software except for the License granted hereunder, and title to the Software shall at all times remain with Sun Ridge.

a. The following additional terms, conditions and limitations apply to the License:

i. The City may use the Software only for the agency that is the subject of this Agreement. The CITY shall not permit any other agency to use the Software unless it has first obtained explicit written agreement from the Sun Ridge to do so;

ii. The City may make a copy of the Software for backup or modification purposes only in support of the City's authorized use of the Software hereunder as Sun Ridge has expressly authorized; and

iii. No one using the Software, and no one for whose benefit the Software is being used, shall sublicense, resell, distribute, market, provide or otherwise make available the Software or any part or copies thereof to any third party.

iv. The City shall not transfer, use, or export the Software in violation of any applicable laws, rules, or regulations of any government or governmental agency.

v. The City shall not use the Software to disrupt, disable, or otherwise harm the operations, software, hardware, equipment, and/or systems of a business, institution, or other entity, including, without limitation, exposing the business, institution, or other entity to any computer virus, trojan horse, or other harmful, disruptive, or unauthorized component.

vi. The City shall not embed the Software in any third-party applications, unless expressly permitted under this Agreement or otherwise authorized in writing in advance by an authorized officer of Sun Ridge.

vii. The License granted under this Agreement shall apply only to the object code for the Software. No one using the Software, and no one for whose benefit the

Software is being used, shall have the right to use or have access to the source code for the Software, and neither the City nor anyone using the Software pursuant to this License will modify, change, merge, adapt, translate, reverse engineer, decompile, disassemble or prepare derivative works based upon the Software.

viii. The City acknowledges that the Software and the Documentation constitute trade secrets of Sun Ridge. The City agrees to maintain the confidentiality of the Software and the Documentation, and shall take commercially reasonable steps to preserve that confidentiality pursuant to Section 12 of this Agreement.

b. The term of the License shall commence upon Final Acceptance of the Software by the City, and shall continue until the License is terminated as provided below.

i. Sun Ridge may immediately terminate the License in the event of any failure by the City to comply with the terms or conditions of this Agreement by giving written notice of such termination to the City. In the event the City has leased the Software from Sun Ridge, the License will terminate automatically upon termination of the lease. Upon such termination, the City shall immediately cease further use of the Software and will cause all copies of the Software to be destroyed or returned to Sun Ridge.

ii. The City may terminate the License at any time by giving written notice thereof to Sun Ridge and by destroying or returning to Sun Ridge all copies of the Software. The City acknowledges and agrees that any election by the City to terminate the License hereunder will not entitle the City to any refund of amounts paid or compensation of any kind from Sun Ridge.

iii. Upon any termination or expiration of the License, an authorized representative of the City shall certify in writing to Sun Ridge that all copies of the Software and the Documentation which were the subject of the License have either been destroyed or returned to Sun Ridge as required above.

iv. The provisions of Sections 7 and 11 through 13, inclusive, shall survive the expiration or termination of this Agreement.

c. Sun Ridge may, at its option, release updates to or new versions of the Software. If the City elects to obtain any update or new version of the Software, the use of such update or new version will be subject to the terms and conditions of this Agreement.

d. Except as expressly provided in this Agreement, Sun Ridge retains all intellectual property rights and other rights to the Software, Documentation (as defined below), and the source code for the Software.

Section 10. Indemnity and Insurance.

a. Sun Ridge agrees to indemnify, defend, and hold harmless the City and its officers, directors, shareholders, employees, and agents (the "City Indemnified Parties") from any and all claims, demands, liabilities, and costs, including attorney's fees ("Claims"), arising out of or relating to (i) any actual infringement of a third-party's intellectual property rights or (ii) the negligence or willful misconduct of any employee or agent of Sun Ridge occurring during or as a result of Sun Ridge's performance of its obligations hereunder, provided that Sun Ridge shall have no indemnity or other obligations to the City hereunder to the extent any such Claims arise from or are the result of the negligence or other fault of the City or its employees, agents or other contractors nor shall the foregoing indemnity and hold harmless obligations of Sun Ridge extend to or cover any Claims arising from or relating to claims of defects or errors in the Software

or the City's use or inability to use the Software. This indemnity obligation shall survive the expiration, cancellation or termination of this Agreement. Notwithstanding the foregoing, the City expressly waives, releases, and agrees that neither Sun Ridge nor Sun Ridge's officers, directors, shareholders, employees, agents and affiliates shall have any liability for any individual's or entity's lost business, direct damages, incidental or consequential damages, or any other Claims arising out of or related to the use or implementation of the Software.

b. During the term of this Agreement, Sun Ridge shall comply with the following insurance requirements:

i. Workers' Compensation. Sun Ridge shall fully comply with the terms of the law of California concerning workers' compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability Sun Ridge may have for workers' compensation. Said policy shall also include employer's liability coverage of \$1,000,000 per accident for bodily injury or disease.

ii. General Liability Insurance. Sun Ridge shall obtain at its sole cost and keep in full force and effect during the term of this Agreement commercial general liability insurance in the amount of \$1,000,000 per occurrence for bodily injury, and property damage personal injury; coverage includes products and completed operations,. Said insurance shall provide (1) that the City, its officers, and employees shall be included as additional insureds under the policy, and (2) that the policy shall operate as primary insurance, and non-contributory.

iii. Automobile Liability Insurance. Sun Ridge shall obtain at its sole cost and keep in full force and effect during the term of this Agreement business automobile liability insurance in the amount of \$1,000,000 combined single limit per occurrence for bodily injury and property damage. Said insurance operate as primary insurance, and non-contributory.

iv. Certificates of Insurance. Sun Ridge shall file with City upon the execution of this Agreement, certificates of insurance which shall provide that no cancellation, major change in coverage, expiration, or nonrenewal will be made during the term of this agreement, without thirty (30) days written notice to the City prior to the effective date of such cancellation, or change in coverage.

Section 11. Termination Rights. Either party may terminate this Agreement upon material breach of any of the terms of this Agreement by the other Party, after first giving the other party written notice of such breach and thirty (30) days to cure. If the breaching party does not cure the breach within the allotted time, the Agreement will be terminated. Upon Termination, each party will return, delete, or destroy any copies, whether tangible or electronic, of Confidential Information obtained from the other party pursuant to this Agreement, including but not limited to any Documentation and any Confidential Information stored on any equipment that may be returned, and certify to the other party in writing within five (5) business days of the termination date that it has done so.

Section 12. Confidential Information. "Confidential Information" means any and all confidential information of a party to this Agreement that is not generally known to or by members of the public, including but not limited to businesses that compete with such a party, including but not limited to the Software and the Documentation pertaining thereto. Confidential Information shall not include information that is now or becomes part of the public domain, is required by applicable law to be disclosed, was already known by the receiving party at the time of disclosure, is independently developed by the receiving party without any use of Confidential Information, or is lawfully obtained from a third party. "Documentation" means those visually readable materials developed by or for Sun Ridge for use in connection with the Software, in either written or electronic form.

Each party agrees to protect the other party's Confidential Information. Confidential Information will not be used or disclosed except as authorized by the providing party. Confidential Information will be disclosed to employees of the receiving party only on a "need to know" basis and only after such employees are informed of the confidential nature of the information and obligated to maintain confidentiality.

If a party or any party acting on its behalf is required to disclose by order of a court of competent jurisdiction, administrative agency or governmental body, or by subpoena, summons or other legal process, or by law, rule or regulation, or by applicable regulatory or professional standards to produce Confidential Information, that party shall promptly (and prior to such disclosure) notify the other party in writing of such demand or requirement whereupon the parties shall cooperate and take all reasonable acts (without significant cost or expense to the notifying party) to exhaust the legal avenues available to maintain the confidentiality of such Confidential Information, unless the party whose Confidential Information is at issue consents to the production and disclosure of such Confidential Information. In all events, only that portion of the Confidential Information specifically requested by the tribunal or person compelling such disclosure shall be provided and no interpretation or analysis of such data prepared for the purpose of such disclosure shall be disclosed unless approved the party whose Confidential Information is at issue or required by law.

Section 13. General Terms.

a. Governing Law. This Agreement will be construed by and enforced in accordance with the laws of the state of California.

b. Arbitration. If a dispute arises from or related to this Agreement or the breach of this Agreement and if such dispute cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation to be held in Sacramento, California, under the Commercial Mediation Rules of the American Arbitration Association before resorting to arbitration. Thereafter, any unresolved controversy or claim arising from or relating to this Agreement, or breach of this Agreement, shall be settled in arbitration to be held in Sacramento, California. The arbitration will be governed by the Commercial Arbitration Rules of the American Arbitration Association, and the parties shall be allowed discovery in accordance with the California Code of Civil Procedure. If Sun Ridge and the City cannot jointly select a single arbitrator to determine the matter, one arbitrator shall be chosen by each of Sun Ridge and the City (or, if a party fails to make a choice, by the American Arbitration Association on behalf of such party) and the two arbitrators so chosen will select one additional arbitrator. The decision of the single arbitrator jointly selected by Sun Ridge and the City, or, if three arbitrators are selected, the decision of any two of them will be final and binding on the parties and the judgment of a court of competent jurisdiction may be entered on such decision. The prevailing party shall be entitled to recover reasonable fees and expenses resulting from any arbitration proceeding.

c. Severability. If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, such finding shall not affect the validity, legality, or enforceability of the remaining provisions.

d. Assignment. Parties may not transfer, assign, or sublicense this Agreement, any license hereunder, or any of its rights or duties hereunder to any other person, site or corporation without the prior written consent of the other party. Any attempted transfer, assignment, or sublicense made without prior written consent shall be completely void.

e. Notice. Any notice requested or permitted to be given hereunder shall be sent prepaid, certified mail, return receipt requested, and shall be deemed to have been given on the third (3rd) business day after mailing to the other party as follows: to the City at the

address indicated in the initial paragraph of this Agreement or to electronic mail address _____; to Sun Ridge Systems at P.O. Box 5071, El Dorado Hills, CA 95762, or electronic mail address Carolj@SunRidgeSystems.com. Notices may be given by electronic mail transmission to such address as may be specified by the party for such purpose and shall be deemed to have been given when transmitted to such address with confirmation of a successful transmission.

f. Independent Contractors. The parties to this Agreement shall constitute independent contractors. Nothing in this Agreement shall be construed as establishing any employment, partnership, joint venture or similar arrangement between the parties, and no party has any authority to commit any other party to any obligation to any other person or entity, unless expressly agreed to in writing signed by such party.

g. Force Majeure. Sun Ridge shall not be responsible for interruption of, interference with, diminution of, or suspension of any of its products or services, including performance failure, which are caused by strike, lockout, riot, epidemics, war, government regulation, fire, flood, natural disaster, acts of God, utility failures, losses or injuries arising directly or indirectly from criminal acts, negligent acts of others, malfunctions or inadequacies of equipment or service not directly within the control of Sun Ridge.

h. Authorization/Entire Agreement/Modification. This Agreement will be effective upon signing by the City and Sun Ridge. This Agreement is the complete and final Agreement of the parties relating to the subject of this Agreement and it replaces and supersedes any prior or contemporaneous oral or written understandings or agreements. No alteration or variation to the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

This Agreement has been executed by the parties hereto, from the date shown on the first page.

SUN RIDGE SYSTEMS, INC.

CITY OF YUBA CITY

By:

By:

Carol Gomes Jackson
Its: President

Its:

Exhibit A Scope of Work

Section 1 – Software Licenses

The City has purchased the following software licenses:

- RIMS Computer Aided Dispatch Software
- RIMS Records Management Software
- RIMS Mobile/Mobile Mapping Computer Software
- iRIMS Law Mobile App Software
- RIMS In-Station Mapping Software
- RIMS Property Room Bar Coding Software
- RIMS Citizen RIMS Public Access Software
- RIMS Collaborate Data Sharing Software
- RIMS Officer Training Management Software

The City has purchased the following RIMS interface software:

- RIMS E911 Link
- RIMS State Link (CLETS) Software
- RIMS Text Paging Software
- RIMS DA Link Software (Karpel)
- RIMS Body Worn Camera Link (AXON)
- RIMS AutoCite Import from DataTicket Link Software
- RIMS CHP 555 Export to SWITRS Software
- RIMS Priority Dispatch (ProQA) Link Software

Section 2 - Project Schedule

Upon execution of the Agreement, Sun Ridge and the City shall define a mutually agreed on project schedule.

Section 3 – Hardware/Equipment

Sun Ridge is providing one (1) Worth Data Bar Code Scanner.

Section 4 – Third-Party Software

Sun Ridge is providing no Third-Party software.

Section 5 - Installation

Sun Ridge will install all Sun Ridge provided Software on City provided servers and will provide instruction to the City staff on how to install the client workstation Software and Mobile/App Software. The City's servers and workstations (including desktop and laptop computers as well as Android and/or iOS devices) shall meet the minimum specifications set forth in Section 12. Access to the City supplied servers shall be via unattended remote access using a product called Bomgar by Beyond Trust, provided by Sun Ridge. As part of installation, Sun Ridge will set up a basic system backup process to local disks.

Section 6 – Configuration

Sun Ridge will provide the following sessions to the City's designated RIMS Administrators:

RIMS Configuration and Setup: Consists of up to 16 hours for CAD/RMS of configuration training, conducted via phone and/or remote access. The City's "RIMS Administrators" will be instructed on how to configure RIMS to most closely meet the desired operational procedures of the City. In some cases, the RIMS Administrators may find that modifying existing procedures may be desired in order to take full advantage of RIMS functionality. Discussions will include:

- Customization of drop-down menu choices for 200+ fields
- The City's dispatch operational decisions
- The City's records management operational decisions
- Paper flow vs paperless vs less paper for records
- Selection of case format type
- Review of data conversion processes and implementation, including reviewing data and starting data translations if converted data is available at the time the session is scheduled

Section 7 – Street File (aka "Geofile") Load

The City and Sun Ridge will work together to determine the best street file source. One "load" of this source file into RIMS is included in the scope. If the City determines that additional iterations of the street file are to be loaded (due to updates or corrections) or determines an alternative source for the street file is preferred, Sun Ridge may charge additional fees for the additional loading.

Section 8 - Integration

Sun Ridge will provide RIMS sided interfaces for all third-party software applications listed in Section 1 above. The City must coordinate with third-party vendors to complete and test their portion of the interface.

Section 9 – Training

Sun Ridge is providing "end user" training all of which will be conducted on-site at a City provided location(s). Training days are contiguous, including weekends. Class times are 0800 to no later than 1700. Sun Ridge will provide a training plan at least 30 days prior to the first training session, generally following the parameters and total number of classes set forth in the chart below but with the specifics mutually agreed upon by the Parties.

Sun Ridge will provide course materials/handouts in electronic format in advance of the training. A "session" is a repeat of the same class/material.

End User Training

Subject	Sessions Offered	Days Per Session	Total Days	Class Size
CAD/Dispatcher	2	2	4	No more than 1 student per workstation/10 students per session max
Officers/Mobile Training	4	2	8	No more than 2 students per workstation/20 students per session max
Records	1	1	1	1 student per workstation (also must attend Day 1 of Officer Training)
Property Room	1	1	1	1 student per workstation (also must attend Day 1 of Officer Training)
Officer Training Management (TIMS)	1	1	1	1 student per workstation (also must attend Day 1 of Officer Training)
IT Go Live Prep	1	1	1	TBD
Admin Review	1	1	1	TBD

In addition, the project includes 8 hours of refresher training, conducted remotely, typically scheduled 3 – 6 months post go live.

Section 10 - Go Live Support

Three (3) Sun Ridge staff will be on site on the day of and the day after go live. Staff will be on site to answer questions and to address any system problems.

Section 11 – Data Conversion

Data conversion does not include establishing access between RIMS and the current TriTech/Central Square data. The City will obtain the full data set in SQL format from Spillman and restore that data to the RIMS server. Sun Ridge will require two sets of data, one at the initial onset of the project and a second just prior to RIMS go live.

Once Sun Ridge receives access to the data, Sun Ridge will evaluate it to determine which items may be converted into RIMS. Please note that not all data may be available or suitable for conversion. As part of Sun Ridge's standard data conversion, we **attempt** to convert the following items. The following items are part of Sun Ridge's standard data conversion:

People:

- Person Name (including combining duplicates based on 6-way match)
- DOB
- Contact Information
- Description
- Identification Numbers
- Officer Safety Notifications
- Log Entries for Connections to Cases
- Log Entries for Citations
- Log Entries for Field Contacts
- Person Photos (if stored in the RMS and NOT a separate database or system).

Arrests:

- Arrestee
- Date/Time
- Charges
- Counts
- Offense Level
- Disposition
- Booked/Cited Out.
- Arresting Officer ID
- Booking #

Vehicles:

- License (including combining duplicates based on 2-way match)
- License
- State
- Make
- Model
- Year
- Color
- Type
- Log Entries for Connections to Case
- Log Entries for Field Contacts
- Log Entries for Citations.

Cases:

- Location
- Date Reported
- Date Occurred
- Classification/Type
- Offenses
- Case Dispositions
- Date of Dispositions
- Officer ID
- Persons
- Vehicles
- Narratives
- Supplements

- Attachments to cases to include the following file types: .doc (no imbedded photos), .pdf., .jpeg.

Accident Reports (if stored in Spillman):

- Location
- Date Reported
- Date Occurred
- Classification/Type
- Offenses
- Case Dispositions
- Date of Dispositions
- Persons
- Vehicles
- Narrative
- Supplements
- CHP 555 Form and Diagram as .pdf files as part of attachments process.

Warrants (if applicable):

- Person Name
- Warrant #
- Warrant Date
- Type
- Felony/Misdemeanor
- Reason
- Court
- Judge
- Case #
- Cite
- Docket
- Ref #
- Agency
- Charges
- Comment
- Bail Amount
- Served Date
- Returned Date
- Returned Reason
- Recalled Date
- Recalled Reason.

Property in Cases:

- Category
- Article
- Status
- Description
- Brand
- Model
- Item #
- Property Code
- Locations

- Value-stolen
- Recovered
- Damage
- Officer.

Premises:

- Common Place Name
- Address
- Contract Person
- Contract Phone Number
- Alarm.

Streets (if electronic street file is available):

- Street Name
- Intersections (with block ranges).

Officer:

- Name
- ID

Users:

- Name
- ID

Conversion of CAD data and third-party Property Room is not included.

Attachments stored in separate databases are not included.

Data conversion is an iterative process and requires the City to review converted data as soon as it is loaded and report any errors found to Sun Ridge. The City must identify at least two people to be part of a data conversion review team. This data conversion review team shall promptly review the converted data once it is loaded into RIMS, identify any problems with the converted data, and report those problems to Sun Ridge in an organized manner.

Sun Ridge will then correct the reported errors, re-run the conversion, reload it onto your system and ask the data conversion review team to review the data again. The cycle is repeated as often as is necessary to ensure that the data conversion is as complete and correct as possible. To assist you with the review process, Sun Ridge will have trainers available via phone and remote access to guide the City. Sun Ridge staff are NOT responsible for reviewing or identifying errors in the converted data. They are responsible for facilitating the process with your staff. If during the course of data conversion Sun Ridge staff becomes aware of any error or defect in the data conversion process or the data itself, Sun Ridge staff will notify the City data conversion review team of such errors or defects. and if possible, will correct the identified error and reload it onto the City system.

In addition to the continued review of the data for the duration of the project via phone and remote access, there is one (1) day of on-site data conversion sessions with the Sun Ridge trainer and your staff prior to system cutover.

Our data conversion specialist will work with your technical staff to determine:

- 1) The best format with which to provide the extracted data to the conversion specialist
- 2) The best method for transferring that data to the conversion engineer; and,
- 3) The timing for the final extract, conversion, and load of data for go live.

The City is responsible for the following:

- Coordinate and schedule resources of the City to include IT staff and Spillman/Motorola

Section 12 - The City's Responsibilities

The City is responsible for the following:

- Installation of all remaining client workstations
- Installation of all remaining mobile computers
- Installation of all remaining smartphone/tablet devices
- Coordinate and schedule resources of the City to include IT staff
- Identify RIMS Administrators
- Identify Data Conversion Review team (can be the same as RIMS Administrators)
- Provide data communications infrastructure (network, wireless, internet, intranet)
- Complete, submit and gain approval of updated DOJ CLETS application
- Coordinate testing of the CLETS Message Switch
- Complete CIBRS re-certification (if required by DOJ)
- Contact third party vendors, and any other required third-parties, and coordinate their schedules and costs they may charge the City to provide, install and test their portion of the interface to RIMS.
- Provide Geofile (aka "street file") source and build-out
- Ensure accuracy of the geofile
- Provide initial map source file
- Ensure all user-maintained configuration and data validation tables are completed prior to the start of training
- Provide training facilities and workstations (meeting minimum workstations requirements) and ensure access to RIMS training database from the training location(s)
- Training facilities must meet current Federal, State and local guidelines for health and safety, including those that may affect class size and physical configuration
- Make paper copies of class materials and handouts provided by Sun Ridge
- Schedule the City's staff into requisite classes

- Assume any costs for staff overtime or other expenses incurred to support training schedule
- The City will allow **unattended remote access** (during implementation) to Sun Ridge allowing the use of Bomgar by BeyondTrust remote access software so that Sun Ridge may meet its responsibilities under this Agreement
- Purchase a minimum of one (1) DYMO LabelWriter 550 Turbo Label Printer and minimum one (1) month supply of Dymo Labels # 30256 for Property Room
- The City will provide the following hardware meeting the following minimum specifications:
 - **Database Software:** Microsoft SQL Server software (Standard Edition) required to run the RIMS database.
 - **Servers:** RIMS software supports a traditional hardware platform or a virtual platform. The hypervisor software products supported - VMWare, Hyper-V, and others. You will need one database server and one application server. The application server does not require as much disk or RAM as the database server.
 - **Monitor Resolution: 1920 x 1080**
 - **Minimum Specifications (If using existing PCs and servers)**

Office Workstations	Database Servers
Microsoft Windows 11+	Microsoft Windows Server 2016+
2+ Ghz Processor / i5+	Microsoft SQL Server 2016+
16 GB+ RAM	Intel 2 GHz+ Processor
Any Size Disk Space	32 GB+ RAM
	100GB+ Minimum Disk Space with no Data Conversion
	5x Current System Database Size with Data Conversion

- **Minimum Specifications (If purchasing new PCs and servers)**

Office Workstations	Database Servers
Microsoft Windows 11+	Microsoft Windows Server 2022+
i7 / i9 Processor	Microsoft SQL Server 2022+
16 GB+ RAM	i7, Xeon, or AMD Equivalent Processor
Any Size Disk Space	32 GB+ RAM
	100GB+ Minimum Disk Space with no Data Conversion
	5x Current System Database Size with Data Conversion

- **Mobile Computer Specifications:** RIMS Mobile Computer Software/OFR Software and RIMS Mobile Mapping run on Windows laptops or Windows tablets per the following minimum specifications:

- **Recommended Specifications (If purchasing new Laptops/Tablets)**

Laptops / Tablets
Microsoft Windows 11+
i7/i9 Processor
16 GB+ RAM
Any Size Disk Space

Optional features for Mobile RIMS: include support for touchscreens, locally connected GPS devices (COM-port Serial or network connection to the modem), NFC readers for YubiKeys (MFA), and Driver's License barcode scanning using enabled Getac tablets or DL scanners (Com-port Serial – AAMVA format – purchased separately by the City).

- **Phone and Tablet Devices:** The City must provide connectivity from the Phone or Tablet via the internet back to the City to reach the Application Server. The City must also provide a secure method to reach the Application Server, which can be done in various ways. Most agencies choose to use an agency-provided Virtual Private Network (VPN) or Net-Motion-type product that these devices support.

Supported Devices Include:

Android Devices	iOS Devices
Android v13+	iOS v16+

- **FBI CJIS Requirements:** All workstations must comply with FBI CJIS policies, including Multi-Factor Authentication (MFA). MFA can be provided within the Sun Ridge Systems products, or the City can use its own solution. Sun Ridge only offers these two MFA possession solutions: Time-Based One-Time Password (TOTP) Authenticator and physical YubiKeys (purchased by the City). For mobile devices using Mobile RIMS or iRIMS, a Mobile Data Management (MDM) software product may be required, which Sun Ridge does not provide nor sell. The City is responsible for other FBI CJIS requirements, including virus protection, local firewalls, and VPNs.

- **Property Room Specifications:**

- Provide a minimum of one (1) DYMO LabelWriter 550 Turbo Label Printer
- Provide a minimum one (1) month supply of Dymo Labels # 30256 for Property Room

Exhibit B – Contract Amount

Item	Price
RIMS Computer-Aided Dispatch and Records Management Software	\$315,000
RIMS Mobile Computer and Mobile Mapping Software	\$103,000
iRIMS Law iOS/Android App Software	\$29,000
RIMS In Station Mapping Software	\$42,000
RIMS Property Room Bar Coding Software	\$35,000
RIMS Citizen RIMS Public Access Software	\$13,000
RIMS E911 Link Software	\$15,000
RIMS State Link Software (CLETS)	\$19,000
RIMS Text Paging Link Software	\$7,000
RIMS Collaborate Data Sharing Software	\$14,000
RIMS Officer Training Management Software	\$9,000
RIMS DA Link Software (Karpel)	\$8,000
RIMS Body Camera Software (AXON)	\$3,000
RIMS AutoCite Import Software	\$4,000
RIMS CHP 555 Export to SWITRS Software	\$10,000
RIMS Priority Dispatch (ProQA) Link Software	\$6,000
Worth Data Bar Coding Equipment	\$1,700
Data Conversion Services	\$40,000
Installation and Training	\$159,982
Year 1 – Software Maintenance, Support, and Updates	\$94,800
**California Sales Tax to include Software Tax related to Senate Bill No. 122	\$45,945
CONTRACT AMOUNT	\$974,427

**Please note that our quotation now includes California sales tax on software per the requirements of Senate Bill No. 122, approved by Governor Gavin Newsom on June 29, 2026, and which takes effect January 1, 2027. The essence of this Bill is that businesses must now collect California sales tax on software, regardless of delivery media. Should your agency be exempt from California sales tax, please provide documentation for such so that we may have it on file.

Exhibit C – Support Services

This is a description of the software support, maintenance, and update/upgrade services to be provided by Sun Ridge Systems, Inc. ("SRS") to the City of Yuba City ("Licensee") as part of a Software Support Services Agreement ("Agreement"). This Agreement covers all RIMS public safety software (Software) licensed by the Licensee and is effective on the date of system cutover of the first RIMS product in production use.

Under this agreement SRS agrees to provide the following services to Licensee:

1. **Coverage Hours.** SRS will provide a toll-free phone number and dedicated email address for support purposes during normal service hours. Normal service hours are defined as Monday-Friday, 8AM-5PM PST, except for New Year's Day, Martin Luther King Day, Presidents Day, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day ("common holidays").

However, for instances where the Licensee's system is completely inoperable due to an SRS software problem ("critical problems") preventing basic system operation, service will be available 24 hours, 7 days a week, common holidays included. Examples of critical problems include:

- RIMS is down/not responding on multiple workstations
- Cannot create a call for service (CAD Incident)
- Cannot issue a case number
- Unable to access NCIC
- Other issues that will not allow the user to complete critical tasks

Licensee will have taken reasonable measures prior to contacting SRS support during non-service hours including:

- Verified that the issue is not related to just 1 workstation
- Restarted the workstation in question
- Contacted in-house IT support if the issue is related to network or server errors
- Verified the issue is critical enough that it cannot wait until normal support hours

2. **SRS Response to reported problems.** SRS agrees to provide service and assistance as expeditiously as possible as follows:

- a. Most problems will be resolved with the initial phone call or email.

- b. For problems that cannot be immediately resolved, SRS will work to resolve the problem based on the severity of the problem *and* the urgency reported by Licensee.
- For critical problems, SRS personnel will work with Licensee until the situation is resolved.
 - For problems that are not critical problems that have a lesser though continuing impact on operations of Licensee SRS will endeavor to provide a solution or workaround within 72 hours of the problem being reported to SRS by the Licensee.
 - For other problems SRS may, at its discretion, either issue a near term "fix release" of the product or include the fix in the next scheduled product update.
3. **Licensee equipment and software responsibilities.** Licensee agrees to allow SRS to remotely connect to Licensee's system when a problem is reported. SRS uses BeyondTrust remote access software for secure installation and follow-on support services. BeyondTrust software provides superior security and does so over an ordinary internet connection via an SRS server that hosts a BeyondTrust security hardware device.
- If Licensee does not allow unattended access, the SRS response to a service request may be delayed until a responsible party of the Licensee allows access. Once remote access is obtained, SRS will examine data files, investigate reported problems, and provide updates and corrections as necessary.
4. **Provision of software updates.** SRS will provide all new enhanced and updated versions of software licensed to Licensee at no additional cost. This software will be provided with detailed installation instructions for installation by Licensee. If desired, Licensee may retain SRS to perform any installation at additional cost to be determined on a per case basis. Updates are distributed via download from the SRS ftp web site. SRS will not be obligated to provide service for release versions that are more than two annual release versions older than the current release.
5. **Term.** The term of the support period shall be one year from the date of system cutover and shall be annually renewed for another year upon payment of invoice. Payment for the year is due in advance the day the services begin. Non-payment of the support invoice within 60 days as shall be cause for terminating or suspending support services at the discretion of SRS.
6. **Termination.** Licensee may terminate this Agreement with or without cause upon ninety (90) days written notice to SRS. If terminated, Licensee is entitled to a prorated refund for the service days not consumed beginning on the last day of the month the written notice is received by SRS to the end of the remaining term of the Agreement.
7. **Limitations.** SRS agrees to provide support only for public safety application software provided by SRS. Other software used by Licensee (word processing, spreadsheet, etc.) is not included in this Agreement. PC and network operating system software and Microsoft SQL Server database system software is similarly not included, although SRS may assist Licensee in isolating problems to this software. (SRS reserves the right to charge for diagnostic services in the event it is

determined that the reported issue is not attributable to RIMS.) Also specifically excluded is responsibility for administration, support, or maintenance of Licensee' server, computer network, operating systems, or database (Microsoft SQL Server).

Licensee may request that SRS provide support services outside the limitations of this Support Services Agreement. If SRS agrees to provide any requested additional support services, such support services will be provided at SRS's then current rate and under terms and conditions that SRS may require.

This Agreement does not include equipment maintenance or assistance in diagnosing hardware problems including but not limited to PCs, printers, network, scanners, and other computer peripheral devices with the exception that SRS will assist Licensee in determining whether a application software in nature.

CITY OF YUBA CITY
STAFF REPORT

Date: September 15, 2026
To: Honorable Mayor & Members of the City Council;
From: Administration Department
Presentation By: Robert Bendorf, City Manager

Summary

Subject: Agreement with Sutter County Authorizing an Exchange of Transactions and Use Tax Revenues

Recommendation: Adopt a Resolution authorizing an exchange of transactions and use tax revenues with the County of Sutter if voters approve Measure G

Fiscal Impact: If voters pass Measure G, the agreement will provide that 77.5% (approximately \$12,550,000 per year) of revenue generated in Yuba City will return to the City for local use

Purpose: To allow for receipt of revenue by the City in the event voters approve Measure G (a county-wide revenue measure).

Strategic Focus Area: This item supports Council's Strategic Focus Area of Fiscal Responsibility to help ensure adequate revenue and funds to assist with maintaining 911 response services, providing clean and reliable drinking water supplies, better roads, and keeping experienced firefighters on the job.

Background:

The State continues to impose costly rules and has shifted responsibility for public safety and health services to cities and counties without the State providing enough money to pay for the additional burdens. As a result, communities are left to fill those gaps with limited local resources.

In response to this growing issue, on July 28, 2026, the County of Sutter Board of Supervisors voted to place a 1 cent (1%) transactions and use (sales) tax on the November 3, 2026, ballot. The County and the cities of Yuba City and Live Oak have also been cooperatively working together to complete revenue sharing agreements should the revenue measure, now known as Measure G, be approved by voters in November 2026.

Analysis:

Through joint discussions, the City of Yuba City and the County have produced a collaborative agreement, with a concurrent agreement to be separately considered by the County and the City of Live Oak. Staff's recommendation recognizes that most of the sales tax in the county is generated in cities, but that some services are also provided by the County within the City. The agreement also provides for the transition of more control to Yuba City with regard to providing direct and more

consistent law enforcement coverage to "Beat 6" in the City and "Beat 7" in the County, which has been a topic of concern and a request of the community living in that area. In this regard, the terms of the tentative agreement are as follows:

1. The City of Yuba City retains 77.5% of sales tax generated in Yuba City. This equates to approximately \$12,550,000 annually. No later than July 1, 2028, Yuba City Police Department will assume responsibility from the Sutter County Sheriff's Office for law enforcement services in the area designated under the 2000 Master Tax Exchange Agreement (MTEA) as "Beat 6" in the City and "Beat 7" in the County.
2. Sutter County retains 22.5% of the sales tax revenue generated in Yuba City in recognition of services provided by the County with city limits. This equals approximately \$3,700,000 annually. Sutter County also retains 100% of sales tax generated in the unincorporated area of the County. This equals approximately \$5,500,000.

As an additional consideration, the City is currently transferring sales tax revenue from the City to the County under the 2000 MTEA. Under the proposed revenue transfer agreement, the City's obligation to transfer the sales tax to the County will cease effective July 1, 2028, when the City takes over law enforcement of the Beat 6/7 area. If Measure G is approved by the voters, the City and County will jointly work together to update MTEA to reflect the modifications, and obtain any LAFCO approval needed to ensure the transfer of law enforcement coverage in Beat 6/7 to the City. In the event the process is delayed such that the City is unable to take over services by July 1, 2028, under the proposed revenue transfer agreement the County will continue to provide services and bill the City quarterly for the actual cost of services provided. As a result, law enforcement services for the service will continue without interruption.

The County is concurrently entering into a separate transfer agreement with the City of Live Oak. Given the level of services, etc., specific to that City, the County and Live Oak agreement provides for the city to retain 100% of sales tax generated within Live Oak, with a base sales tax guaranteed amount of \$750,000 per year for a two-year period starting July 1, 2027.

As a result, if voters approve Measure G, the estimated annual revenue under the proposed revenue sharing agreements will result in a disbursement as follows:

Jurisdiction	Tax Rate	Estimated Annual New Revenue
Live Oak	8.25%	\$750,000
Sutter County	8.25%	\$9,200,000
Yuba City	8.25%	\$12,550,000
Total		\$22,500,000

Fiscal Impact: If voters pass Measure G, the agreement will provide approximately \$12,550,000 each year to the City for local use.

Alternatives: The City Council may choose not to enter into a revenue transfer agreement, which will result in a loss of potential revenue to the City. The City Council may also direct staff to seek to continue working with the County to refine the proposed agreement consistent with additional terms identified by the Council.

Recommendation: Adopt a Resolution authorizing an exchange of transactions and use tax revenues with the County of Sutter if voters approve Measure G.

Attachments:

1. Resolution - Tax Sharing Agreement for Measure G (2191635.1)
2. Tax Sharing Agreement - Sutter (2191637.1)

Prepared By:

Name: Robert Benforf

Title: City Manager

Submitted By:

Name: Robert Bendorf

Title: City Manager

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
AUTHORIZING AN EXCHANGE OF TRANSACTIONS AND USE TAX
REVENUES WITH THE COUNTY OF SUTTER IF VOTERS APPROVE
MEASURE G**

WHEREAS, on July 28, 2026, the Sutter County Board of Supervisors adopted a resolution placing a one percent (1%) countywide transactions and use tax measure, known as "Measure G," on the general election ballot for November 3, 2026 (Rev. & Tax. Code, § 7251 et seq.);

WHEREAS, at that same meeting, the Board directed the County Administrator to negotiate revenue sharing agreements with the Cities of Live Oak and Yuba City, to become effective only if Measure G is approved by the voters and enacted;

WHEREAS, the County and Yuba City recognize that although Measure G revenue is imposed and collected countywide, most transactions and use tax revenue is generated by economic activity occurring within the incorporated cities;

WHEREAS, in 2000, the County and Yuba City entered a Master Tax Exchange Agreement (the "2000 MTEA"), under which the County provides law enforcement services within the area designated as "Beat 6" in Yuba City and "Beat 7" in the unincorporated County (collectively, the "Beat 6/7 Area"), and Yuba City transfers a portion of its local sales and use tax revenue to the County in exchange for those services;

WHEREAS, the County and Yuba City desire that, in connection with the adoption of Measure G, the Yuba City Police Department assume responsibility for law enforcement services within the Beat 6/7 Area no later than July 1, 2028, and that the 2000 MTEA be amended to reflect that transition; and

WHEREAS, the County and Yuba City are each authorized to enter into agreements for the sharing of tax revenues and the cooperative provision of governmental services between local agencies.

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

SECTION 1. The City Council finds that all the facts, findings, and conclusions set forth above in this Resolution are true and correct.

SECTION 2. The City Council finds the adoption of this resolution is exempt from review under the California Environmental Quality Act ("CEQA"). It concerns a government funding mechanism that does not commit to any specific project which may result in a potentially significant physical impact on the environment, and it can be seen with certainty that there is no possibility that agreeing to an exchange of sales tax revenues, in itself, may have a significant effect on the environment. (14 CCR §§ 15061(b)(3), 15378(b)(4).)

SECTION 3. The City Council approves the negotiated agreement, attached hereto as Exhibit A and incorporated herein by this reference, which (i) provides a mechanism by which the County and Yuba City shall share revenue generated within Yuba City from the transactions and use tax imposed under Measure G, and (ii) transfers the responsibility for law enforcement services within the Beat 6/7 Area from the County to Yuba City, with a corresponding amendment to the 2000 MTEA (the "Agreement"). The City Manager is authorized to make any non-material refinements to the Agreement to effectuate the intent of the City Council, subject to approval as to legal form by the City Attorney.

SECTION 4. Should any section, clause, or provision of this Resolution be declared by the Courts to be invalid, the same shall not affect the validity of the Resolution as a whole, or parts thereof, other than the part so declared to be invalid.

PASSED, APPROVED AND ADOPTED this 15th day of September, 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Marc Boomgaarden, Mayor

ATTEST:

Ciara Wakefield, City Clerk

APPROVED AS TO LEGAL FORM:

Shannon L. Chaffin, City Attorney

Exhibit A

AGREEMENT BETWEEN THE COUNTY OF SUTTER AND THE CITY OF YUBA CITY REGARDING MEASURE G (2026)

This agreement to revise revenue sharing and law enforcement responsibilities ("Agreement") is entered into between the City of Yuba City ("City" or "Yuba City"), and the County of Sutter ("County"), and is effective as of the Effective Date defined herein. The City and the County are sometimes individually referred to in this Agreement as "City," "County," or "Party," and collectively as "Parties."

RECITALS

Whereas, on July 28, 2026, the Sutter County Board of Supervisors adopted a resolution placing a one percent (1%) countywide transactions and use tax measure, known as "Measure G," on the general election ballot for November 3, 2026 (Rev. & Tax. Code, § 7251 et seq.);

Whereas, at that same meeting, the Board directed the County Administrator to negotiate revenue sharing agreements with the Cities of Live Oak and Yuba City, to become effective only if Measure G is approved by the voters and enacted;

Whereas, the County, Yuba City, and the City of Live Oak recognize that although Measure G revenue is imposed and collected countywide, most transactions and use tax revenue is generated by economic activity occurring within the incorporated cities, while the County provides significant municipal-type services, including law enforcement services, within portions of those cities;

Whereas, in 2000, the County, Yuba City, and the City of Live Oak entered a Master Tax Exchange Agreement (the "2000 MTEA"), under which the County provides law enforcement services within the area designated as "Beat 6" in Yuba City and "Beat 7" in the unincorporated County (collectively, the "Beat 6/7 Area"), and Yuba City transfers a portion of its local sales and use tax revenue to the County in exchange for those services;

Whereas, the County and Yuba City desire that, in connection with the adoption of Measure G, the Yuba City Police Department assume responsibility for law enforcement services within the Beat 6/7 Area no later than July 1, 2028, and that the 2000 MTEA be amended to reflect that transition;

Whereas, the County and Yuba City are each authorized to enter into agreements for the sharing of tax revenues and the cooperative provision of governmental services between local agencies; and

Whereas, the County has negotiated a related, but separate, revenue sharing plan with the City of Live Oak addressing the allocation of Measure G revenue generated within Live Oak, which plan is intended to be implemented concurrently with this Agreement;

NOW, THEREFORE, the Parties agree as follows:

Section 1. Definitions

The terms below, which are not defined elsewhere in this Agreement, have the following meanings:

“CDTFA” means the California Department of Tax and Fee Administration, or any successor agency responsible for administering and collecting the tax imposed under Measure G.

“City TUT Revenue” means the portion of Measure G Revenue generated by transactions and uses occurring within the corporate boundaries of Yuba City.

“Effective Date” means the date after Measure G goes into effect following its approval by voters at the election scheduled for November 3, 2026.

“Fiscal Year” means the period commencing July 1 of any calendar year and ending June 30 of the subsequent calendar year.

“Law Enforcement Services” means patrol, crime investigation, and related services such as dispatch.

“Measure G” means the countywide transactions and use tax (Rev. & Tax. Code, § 7251 et seq.) the County has proposed and submitted to the voters in the election scheduled for November 3, 2026.

“Measure G Revenue” means the revenues collected by CDTFA and transmitted to the County pursuant to Measure G. This excludes any amount retained by CDTFA as reimbursement for its costs of collecting and administering Measure G, and it excludes any revenue collected by CDTFA and transmitted to the County pursuant to any other local sales or transactions and use tax.

Section 2. Purpose of Agreement

The purpose of this Agreement is to (a) provide a mechanism by which the County and Yuba City shall share revenue generated within Yuba City from the transactions and use tax imposed under Measure G, and (b) transfer the responsibility for law enforcement services within the Beat 6/7 Area from the County to Yuba City, with a corresponding amendment to the 2000 MTEA.

Section 3. Agreement to Share Measure G Revenue

A. Beginning on the Effective Date, and continuing thereafter for so long as Measure G remains in effect, the County shall pay to Yuba City 77.5 percent of City TUT Revenue, and the County shall retain the remaining 22.5 percent of City TUT Revenue.

B. The County shall estimate the amount it owes to Yuba City pursuant to Section 3A and pay this amount to Yuba City not less than quarterly, no later than 30 days after the end of each calendar quarter. The County shall make this payment from any discretionary source of funding that the County can legally transfer to the City.

C. As soon as reasonably possible following the end of each Fiscal Year, the County and the City shall engage an independent third party with relevant expertise to determine whether the amounts the County paid to the City pursuant to Section 3B match the amount the County owed to the City for that Fiscal Year pursuant to Section 3A. If this review shows an overpayment was made to Yuba City, the County shall deduct the overpayment from the next payment to Yuba City pursuant to Section 3B. If the reconciliation shows an underpayment was made to Yuba City, the County shall pay the underpaid amount to Yuba City within 10 days after the County receives the third party's report to that effect.

D. If at any time during or after the term of this Agreement, either CDTFA or a court of competent jurisdiction determines that any portion of Measure G Revenue was improperly collected and / or distributed to the County, and it requires repayments or offsets against future distributions of Measure G Revenue, the County and the City shall share responsibility for these repayments or offsets in proportion to their entitlement to Measure G Revenue pursuant to Section 3A. In the case of a required repayment, the County shall make the repayment as ordered by CDTFA or the court, as applicable, and it shall send written notice to the City of the City's share of this repayment. The City shall pay its share of the repayment to the County within 10 days of receiving this notice.

E. Should the County fail to reimburse the City for underpayments pursuant to Section 3C, or should the City fail to reimburse the County for the City's share of repayments pursuant to Section 3D, the reimbursement obligation shall accrue interest at a rate of 2 percent per annum, compounded monthly, commencing on the 30th day following the payment deadline.

F. The Parties acknowledge that there may be changes in law or fact after execution of this Agreement, whether by legislation or court decision, that affect Measure G, CDTFA's administration of it, or the distribution of Measure G Revenue. If either Party believes such a change is inconsistent with the Parties' intent in entering this Agreement, that Party may request, and the Parties shall negotiate in good faith, a revision of this Agreement consistent with the Parties' original intent.

Section 4. Transition of Law Enforcement Services

A. No later than July 1, 2028, the Yuba City Police Department shall assume responsibility, currently held by the Sutter County Sheriff's Office, for Law Enforcement Services within the Beat 6/7 Area. The Sheriff will work with City personnel to coordinate a successful transfer of Law Enforcement Services to the City.

B. Effective July 1, 2028, the transfer of local sales and use tax revenue from Yuba City to the County under the 2000 MTEA to support Law Enforcement Services in the Beat 6/7 Area shall cease. To assist the City with transition costs for taking over Beat 6/7,

this means the City shall not be required to transfer the local sales and use tax revenue for FY 2027–2028 that, under the 2000 MTEA, the City would otherwise be required to transfer during FY 2028–2029.

C. If Yuba City does not provide Law Enforcement Services in the Beat 6/7 Area by July 1, 2028, the County shall continue to provide Law Enforcement Services within the Beat 6/7 Area and shall invoice Yuba City quarterly for the actual cost of providing those services, until Yuba City assumes that responsibility. The City shall pay each invoice within 30 days of receiving it. Late payments shall be subject to the interest described in Section 3E.

D. The County and Yuba City shall work jointly, and with the Sutter Local Agency Formation Commission as may be necessary, to amend the 2000 MTEA to reflect the provisions of this Section 4.

E. Other than the changes related to Law Enforcement Services in the Beat 6/7 Area described in this Section 4, this Agreement makes no other changes to the 2000 MTEA. In particular, and without limitation, there is no change to the City's responsibility to provide fire services within the area designated in the 2000 MTEA as County Service Area G, or to the County's responsibility to pay the City for those services in that area as described in the 2000 MTEA.

Section 5. Conditions to Effectiveness and Related Terms

A. This Agreement shall be effective only upon the successful enactment of Measure G at the November 3, 2026 election.

B. The County has negotiated a related revenue sharing plan with the City of Live Oak concerning Measure G Revenue generated within Live Oak. The County will work with the City of Live Oak so that plan provides sufficient funding for the revenue exchange contemplated by that plan. If that plan cannot be effectuated, the Parties shall meet and confer regarding the effect, if any, on this Agreement.

C. Neither the County nor Yuba City shall place restrictions on the other Party's use of Measure G Revenue provided under this Agreement, other than restrictions required of either Party by local, state, or federal law.

D. The County and Yuba City will work with the City of Live Oak to jointly form a Citizens' Oversight Commission to report on the use of funds distributed under this Agreement and the related agreement with the City of Live Oak. The County and Yuba City, and the City of Live Oak if it agrees to do so, will provide documentation on the proposed and actual use of Measure G Revenue in the form and within the deadlines specified by the Citizens' Oversight Commission.

E. Any cost to defend Measure G or its enactment shall be shared by the County and Yuba City in proportion to the Measure G Revenue each would receive under this Agreement.

F. If Measure G is enacted by the voters, the County and Yuba City shall meet, five years after enactment, to discuss the status of Measure G Revenues. This process does not bind either Party to make changes to this Agreement, but allows for an informed discussion at a specific interval.

Section 6. Term

This Agreement shall commence on the Effective Date and shall continue in effect for so long as the Measure G Tax remains in effect, unless earlier terminated or amended by the mutual written agreement of the Parties.

Section 7. Entire Agreement

With respect to the subject matter hereof, this Agreement supersedes any and all previous negotiations, proposals, commitments, writings, and understandings of any nature between the County and Yuba City, except as otherwise provided herein.

Section 8. Indemnification

Each Party shall indemnify, hold harmless, and defend the other Party, and its officials, officers, agents, and employees, from and against any and all claims, demands, damages, causes of action, liens, liabilities, losses, costs, and expenses, including reasonable attorneys' fees, arising out of or in connection with this Agreement and / or the sharing of Measure G Revenue under this Agreement. The foregoing shall not apply to claims or liabilities caused by the sole negligence or willful misconduct of the indemnified Party or its officers or employees.

Section 9. Notices

Any notice, request, certification, or other correspondence required under this Agreement shall be in writing and shall be personally delivered or delivered by first-class United States mail to the respective Parties at the following addresses:

TO COUNTY:

Steve M. Smith, CAO
County of Sutter
1160 Civic Center Blvd., Suite A
Yuba City, California 95993

TO CITY:

Robert Bendorf, City Manager
City of Yuba City
1201 Civic Center Blvd.
Yuba City, California 95993

Section 10. Severability

If any provision, or portion of any provision, of this Agreement is held to be unconstitutional, illegal, invalid, or unenforceable, the remainder of this Agreement shall remain in full force and effect, unless the Parties mutually agree in writing that the invalidity of that provision is so material that it renders the Agreement's fundamental purpose incapable of performance, in which case the Parties shall meet and confer in good faith regarding amendment or termination of this Agreement.

Section 11. No Waiver

A waiver of any term or condition of this Agreement shall not be construed as a general waiver by either Party, and either Party shall be free to enforce any term or condition of this Agreement, with or without notice, notwithstanding any prior waiver of that term or condition.

Section 12. Assignment

Neither Party may assign any rights or delegate any duties under this Agreement without the prior written consent of the other Party, and any attempted assignment or delegation without such consent shall be null and void for all purposes.

Section 13. Counterparts

This Agreement may be executed in one or more counterparts, all of which together shall constitute a single agreement, and each of which shall be an original for all purposes.

IN WITNESS WHEREOF, the Parties execute this Agreement:

COUNTY OF SUTTER

Steven M. Smith
Sutter County Administrative Officer

Date

Approved as to form:

William J. Vanasek
County Counsel

Date

CITY OF YUBA CITY

Robert Bendorf
City Manager

Date

Approved as to form:

Shannon L. Chaffin
City Attorney

Date

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