



AGENDA

SEPTEMBER 5, 2023

REGULAR MEETING OF THE HOUSING SUCCESSOR AGENCY AND CITY COUNCIL CITY OF YUBA CITY

**5:00 P.M. CLOSED SESSION
SUTTER ROOM/VIRTUAL**

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

MAYOR	• Wade Kirchner
VICE MAYOR	• Shon Harris
COUNCILMEMBER	• Marc Boomgaarden
COUNCILMEMBER	• Michael Pasquale
COUNCILMEMBER	• Dave Shaw
CITY MANAGER	• Diana Langley
CITY ATTORNEY	• Shannon L. Chaffin

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

Wheelchair Accessible

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

AGENDA
REGULAR MEETING OF THE HOUSING SUCCESSOR AGENCY AND
CITY COUNCIL - CITY OF YUBA CITY
SEPTEMBER 5, 2023
5:00 P.M. CLOSED SESSION
SUTTER ROOM/VIRTUAL

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

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

The Council Chambers will be open for public attendance and participation. The meeting will also be live streamed for public viewing, but not participation, at the following link: https://yubacity-net.zoom.us/webinar/register/WN_ZN56DQdqRp2a0QIMB9pC3Q. Emailed comments sent to cityclerk@yubacity.net at least 24 hours before the meeting will be distributed to the City Council prior to the meeting. Please identify the Agenda item(s) addressed by the comments.

Public Comment:

Any member of the public wishing to address the City Council on any item listed on the closed session agenda will have an opportunity to present testimony to the City Council in the Council Chamber prior to the City Council convening into closed session. Comments from the public will be limited to three minutes. No member of the public will be allowed to be present once the City Council convenes into closed session.

Closed Session

- A. Conference with Labor Negotiators (Pursuant to Government Code, Section 54957.6.)
Agency designated representatives: Diana Langley, City Manager, Natalie Springer, Human Resources Director, Brad McIntire, Community Services Director, Spencer Morrison, Finance Director, Ben Moody, Public Works and Development Services Director, Brian Baker, Police Chief, Jesse Alexander, Fire Chief, Michael Jarvis, LCW
Employee organizations: Yuba City Police Officers; Police Sergeants; Yuba City Firefighters Local 3793; Yuba City Fire Management; First Level Managers, Mid Managers, Police Sworn Mid Managers; and Public Employees Local No. 1
Unrepresented employees: Confidential Employees, Executive Services

Employees

- B. Confer with Real Property Negotiator (Government Code § 54956.8)
Property: APN 52-161-036, located at 847 Chestnut Street, Yuba City California;
and APN 51-095-020, 1483 Gray Avenue, Yuba City, California
Negotiator: Diana Langley, City Manager/Executive Director
Negotiating parties: TBD
Under negotiation: Whether to sell the properties, and if so, the price and terms of payment

Regular Meeting

Call to Order

Roll Call

- ☐ Mayor Kirchner
- ☐ Vice Mayor Harris
- ☐ Councilmember Boomgaarden
- ☐ Councilmember Pasquale
- ☐ Councilmember Shaw

Invocation/Inspiration

Pledge of Allegiance to the Flag

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

Agenda Modifications/Approval of Agenda

Ceremonial Presentations

1. **Fletcher's Plumbing 50 Year Anniversary Proclamation**
2. **Deputy Andre Licon Certificate of Commendation**

Public Communication

3. Appearance of Interested Citizens

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

Consent Calendar

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

4. **Minutes from the August 15, 24 and 30, 2023 meetings**
Recommendation: Approve the Minutes from the August 15, 24 and 30, 2023 meetings
5. **Updated PRISMHealth Program Memorandum of Understanding**

- Recommendation: Adopt a Resolution Approving Updated PRISMHealth Program Memorandum of Understanding and Authorizing the City Manager to execute the same
- 6. Richland Waterline Extension Project (Plans and Specifications)**
Recommendation: Adopt a Resolution adopting a CEQA Class 1 & Class 2 categorical exemption, approving the plans and specifications for the Richland Waterline Extension Project (18-11) and authorizing advertisement for bids on the project
- 7. Successor Housing Agency Sale of 825 Jones Street to Harminder Singh Maan, et al**
Recommendation: Adopt a Resolution that:
- A. Authorizes the City Manager, as the Executive Director on behalf of the Successor Housing Agency to the Yuba City Redevelopment Agency, to execute an Agreement for Purchase and Sale of Real Property located at 825 Jones Street (APN 52-411-016), and all other necessary documents, in the amount of \$320,000 to Harminder Singh Maan and Karmjit Kaur Maan, subject to approval of the City Attorney as to material terms
- B. Authorizes the Finance Director to place sale proceeds in the Successor Agency Low and Moderate Income Housing Asset Fund
- 8. Street Racing Ordinance**
Recommendation: Adopt an Ordinance of the City Council of the City of Yuba City further regulating unpermitted motor vehicle racing, exhibitions of speed, and side shows, by authorizing forfeiture and, when applicable, equitable sharing, by amending Section 4-8.407, Article 4, Chapter 8, of Title 4 of the Yuba City Municipal Code by title only and waive the second reading

Business Items

- 9. Special Event Permit Application Process and Event Fees**
Recommendation: A. Conduct a Public Hearing and after consideration;
- B. Adopt a Resolution approving a Special Event Permit process and amending the schedule of fees and charges for City services related to the same
- 10. 2022-2023 Grand Jury Report Response**
Recommendation: Approve the response to the 2022-2023 Sutter County Grand Jury Final Report regarding road conditions in the City
- 11. Accept Grant Funding and Expenditure Recommendations for the California Citizens' Option for Public Safety (COPS) Grant of approximately \$100,000**
Recommendation: A. Conduct a Public Hearing and after consideration;
- B. Adopt a Resolution authorizing the Chief of Police to accept the FY 2023/2024 California Citizens' Option for Public Safety (COPS) funding and approve expenditure recommendations

C. Authorize the Finance Director to make a supplemental budget appropriation for grant revenues to 100-43117 and grant expenditures to 2180-69201

12. Establishing Rules and Regulations for the Use of the City Seal, City Logo, and City Council Pins

Recommendation: A. Conduct a Public Hearing and after consideration;

B. Introduce an Ordinance of the City Council of the City of Yuba City establishing rules and regulations for the use of the City Seal, City Logo, and City Council Pins, by title only and waive the first reading

Future Agenda Items

13. Future Agenda Items

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

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

14. City Manager's Report

15. City Council Reports

Adjournment



Proclamation

of the City Council

Fletcher's Plumbing & Contracting, Inc *50 Year Anniversary*

WHEREAS, the City of Yuba City would like to celebrate and recognize Fletcher's Plumbing & Contracting, Inc., founder Rod Fletcher and the company's current owners Carl and Adam Fletcher for 50 years in business; and

WHEREAS, Fletcher's Plumbing & Contracting, Inc., was originally founded as a single truck operation in 1973 by Rod and Eleanor Fletcher in Yuba City; and

WHEREAS, fifteen years later, the Fletchers' sons, Carl and Adam, joined the family business; and

WHEREAS, the first Fletcher's Plumbing office opened on Second Street in Yuba City and now they provide services for much of Northern California with locations in both Chico and Sacramento; and

WHEREAS, Fletcher's Plumbing includes 45 experienced professionals offering a range of services from residential, commercial, industrial and municipal plumbing, gas lines, water heaters and the list goes on, along with general contracting and underground engineering; and

WHEREAS, the core commitment of Fletcher's Plumbing has always been superior service and quality work; and

WHEREAS, Fletcher's Plumbing owes the success of the business to loyal customers and the dedicated team of professionals. At Fletcher's Plumbing & Contracting, Inc., they stand by their work and strive to get it done right.

NOW, THEREFORE, BE IT RESOLVED, that I, Wade Kirchner, Mayor of the City of Yuba City and on behalf of our entire City Council, do hereby congratulate Fletcher's Plumbing & Contracting, Inc., on their 50 year anniversary.

Done on this 5th day of September 2023 at the City of Yuba City, County of Sutter, State of California.



Commendation

of the City Council

Andre Licon
Sutter County Deputy Sheriff

Commendation to be presented at the Council Meeting

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:
Jackie Sillman, City Clerk
cityclerk@yubacity.net

CITY OF YUBA CITY
STAFF REPORT

Date: September 5, 2023
To: Honorable Mayor & Members of the City Council;
From: Administration Department
Presentation By: Ciara Wakefield, City Clerk Administrator

Summary

Subject: Minutes from the August 15, 24 and 30, 2023 meetings
Recommendation: Approve the Minutes from the August 15, 24 and 30, 2023 meetings
Fiscal Impact: None

Attachments:

1. 08-15-2023 - Regular Meeting Minutes (DRAFT)
2. 08-24-2023 Special Closed Session Housing Successor Agency Minutes (DRAFT)
3. 08-30-2023 Special Council & Housing Successor Agency Meeting DRAFT

Prepared By:
Ciara Wakefield
City Clerk Administrator

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1

MINUTES (DRAFT)
REGULAR MEETING OF CITY COUNCIL
AND THE HOUSING SUCCESSOR AGENCY
CITY OF YUBA CITY

AUGUST 15, 2023

5:00 P.M. CLOSED SESSION
SUTTER ROOM/VIRTUAL

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

Call to Order

The Closed Session Meeting of the City Council was called to order by Mayor Kirchner at 4:59 PM

Roll Call

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

Absent: None

Closed Session

- A. Conference with Labor Negotiators (Pursuant to Government Code, Section 54957.6.) Agency designated representatives: Diana Langley, City Manager, Natalie Springer, Human Resources Director, Brad McIntire, Community Services Director, Spencer Morrison, Finance Director, Ben Moody, Public Works and Development Services Director, Brian Baker, Police Chief, Jesse Alexander, Fire Chief, Michael Jarvis, LCW, Katie Kaneko, Koff & Associates
Employee organizations: Yuba City Police Officers; Police Sergeants; Yuba City Firefighters Local 3793; Yuba City Fire Management; First Level Managers, Mid Managers, Police Sworn Mid Managers; and Public Employees Local No. 1
Unrepresented employees: Confidential Employees, Executive Services Employees
- B. Confer with Real Property Negotiator (Government Code § 54956.8)
Property: APN 52-411-016, located at 825 Jones Street, Yuba City, California; APN 52-161- 036, located at 847 Chestnut Street, Yuba City California; and APN 51-095-020, 1483 Gray Avenue, Yuba City, California
Negotiator: Diana Langley, City Manager/Executive Director
Negotiating parties: TBD
Under negotiation: Whether to sell the properties, and if so, the price and terms of payment

No public comment received

Regular Meeting

Call to Order

The Regular City Council Meeting and the Housing Successor Agency was called to order by Mayor Kirchner at 6:08 PM

Roll Call

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

Absent: None

Invocation/Inspiration

George Barlow, Administrative Analyst

Pledge of Allegiance to the Flag

Councilmember Shaw

City Attorney's Report on Closed Session Items

No reportable action

Agenda Modifications/Approval of Agenda

Item 12 was pulled from the Consent Calendar

Ceremonial Presentations

1. Jason Matsui Retirement Proclamation

Mayor Kirchner presented a proclamation to Jason Matsui, Water Treatment Plant Operator IV

2. Holycross Funeral Home 25 year Proclamation

Mayor Kirchner presented a proclamation to David Holycross, Owner of Holycross Funeral Home

3. Yuba City as a Purple Heart City Proclamation

Mayor Kirchner presented a proclamation to Brock Bowen, American Legion Vice Commander

4. Yuba Sutter Transit Executive Director, Matthew Mauck

Matthew Mauck, Yuba Sutter Transit Executive Director spoke

Public Communication

5. Appearance of Interested Citizens

Bruceann Harrold spoke
Troy Winnam spoke

Consent Calendar

Item 12 was pulled from the Consent Calendar

Councilmember Shaw moved and Councilmember Pasquale seconded the motion to approve Consent Calendar items 6-11 and 13-14

6. Minutes from the July 18th, 25th and August 1, 2023 meeting

Approve the Minutes of July 18th, 25th and August 1, 2023

7. Presentation of Investment Report - Quarter Ended June 30, 2023

Note & File Quarterly Investment Report

8. Emergency Purchase of One (1) Ford Three-Quarter Ton Utility-Bed Pickup

A. Adopt **Resolution 23-097** to award the purchase of one (1) Ford three-quarter ton utility-bed pickup to Geweke Ford of Yuba City, CA, in the not-to-exceed amount of \$48,615.28 and authorizing the purchase of necessary equipment and decals to place the vehicle in service, estimated at \$5,000.00 by finding that it is in the best interest of the City to do so

B. Authorize the Finance Director to make a supplemental appropriation of \$36,815.28 in the Vehicle Replacement Fund

9. FB 24-01 Chevrolet Tahoe Pursuit Purchase

A. Adopt **Resolution 23-098** awarding the purchase of ten (10) Chevrolet Tahoe Pursuit Vehicles to Winner Chevrolet, Inc in the amount of \$573,070.62 . Sole source equipment purchases and install to Cop Shop Installations of Yuba City, CA for the estimated amount of \$223,548.30

B. Authorize the Finance Director to record a supplemental budget appropriation for the Vehicle Replacement Fund (6610- 69401) for \$50,620 for the purchase of the ten (10) Chevrolet Tahoe Pursuit Vehicles in the total amount \$796,618.92

10. Accela Renewal Agreement

Adopt **Resolution 23-099** authorizing the City Manager to enter into a five-year agreement with Accela, Inc. of San Ramon, CA in the amount of \$428,120.93 with the finding that it is in the best interest of the City

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

Adopt **Resolution 23-100**:

- A. Approving the Memorandum of Understanding with Yuba City Firefighters' Local 3793
- B. Authorizing the Finance Director to amend the salary schedule and perform the necessary budget adjustments

[Item 12 pulled]

12. ~~First Level Managers Memorandum of Understanding (MOU)~~

Adopt a Resolution:

- ~~A. Approving the Memorandum of Understanding with First Level Managers~~
- ~~B. Authorizing the Finance Director to amend the salary schedule and perform the necessary budget adjustments~~

13. Second Groundwater Well - Award for Construction Management and Inspection Services

Adopt **Resolution 23-101** awarding a professional services agreement to ICM of Shingle Springs, CA in the amount of their total bid of \$89,890 and authorize the City Manager to execute the contract on behalf of the City

14. Harter Estates South – Subdivision Agreement and Final Map Approval

Heather Esemann spoke

Adopt **Resolution 23-102** approving the execution of a Subdivision Agreement with D.R. Horton CA2, Inc., a California corporation providing for public improvements associated with the Harter Estates South Subdivision Map, approving the Harter Estates South Final Map, accepting dedication of rights-of-way and easements shown thereon, and authorizing the filing of the map. [Subdivision is located on the west side of the Harter Specific Plan Area, east of Ruth Avenue, and south of Vine Avenue.]

City Attorney noted a modification to the Resolution: ... “attached hereto is Exhibit A, as to its material terms, for the approval of the Subdivision Agreement.”

The motion was passed unanimously

Business Items

15. Street Racing Ordinance

Tony Kurlan spoke
Heather Esemann spoke
Troy Winnam spoke

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

Introduce an Ordinance of the City Council of the City of Yuba City further regulating unpermitted motor vehicle racing, exhibitions of speed, and side shows, by authorizing forfeiture and, when applicable, equitable sharing, by amending Section 4- 8.407, Article 4, Chapter 8, of Title 4 of the Yuba City Municipal Code by title only and waive the first reading

The motion was passed unanimously

16. Barry Elementary School Waterline Extension Project (Award Construction Contract)

Troy Winnam spoke

Heather Esemann spoke

Councilmember Boomgaarden moved and Councilmember Shaw seconded the motion to:

Adopt **Resolution 23-103** which takes the following actions:

- A. Reject Newland Entities, Inc.' bid as non-responsive
- B. Award a construction contract to West Valley Construction in the amount of \$3,799,005.00, subject to State approval of an amended funding agreement
- C. Award a professional services agreement for construction management and inspection services to MHM, Inc. in the amount of \$211,623.60, subject to State approval of an amended funding agreement
- D. Award a professional services agreement for labor compliance services to the Solis Group in the amount of \$18,760.00, subject to State approval of an amended funding agreement
- E. Authorize the Finance Director to make the necessary supplemental appropriations

The motion was passed unanimously (including the modification to the Resolution for Item 14)

17. Yuba City Lighting and Landscape Maintenance District Nos. 2, 3, 4 & 5 (Town Center and 69 Subdivisions throughout Yuba City), and Yuba City Lighting and Landscape Maintenance District No. 6 (Commercial District) Public Hearing

[Councilmember Pasquale and Councilmember Shaw recused themselves]

Mayor Kirchner opened a Public Hearing

No public comment

Mayor Kirchner closed the Public Hearing

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

Adopt **Resolution 23-104** confirming and ordering the annual levy of assessments for Fiscal Year 2023-24 for the Yuba City Lighting and Landscape Maintenance District Nos. 2, 3, 4, 5, & 6 (Town Center, 69 subdivisions throughout Yuba City including the Palisades Subdivisions and

Butte Vista neighborhood, and commercial district)

The item passed with three (3) votes

18. Yuba City Landscape Maintenance District No. 1 (Stabler Lane/Garden Highway Area) Public Hearing

[Councilmember Boomgaarden and Councilmember Pasquale recused themselves]

Mayor Kirchner opened a Public Hearing

No public comment

Mayor Kirchner closed the Public Hearing

Councilmember Shaw moved and Vice-Mayor Harris seconded the motion to:

Adopt **Resolution 23-105** confirming and ordering the annual levy of assessments for Fiscal Year 2023-24, pursuant to the landscaping and Lighting Act of 1972

The item passed with three (3) votes

Future Agenda Items

19. Future Agenda Items

No suggestions made

Reports and Communications

20. City Manager's Report

21. City Council Reports

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

Adjournment

Mayor Kirchner adjourned the Regular Meeting of the City Council and the Housing Successor Agency at 7:54 PM

Wade Kirchner, Mayor

ATTEST:

Ciara Wakefield, Deputy City Clerk

ATTACHMENT 2

MINUTES (DRAFT)
SPECIAL CLOSED SESSION MEETING
OF THE HOUSING SUCCESSOR AGENCY
CITY COUNCIL - CITY OF YUBA CITY
AUGUST 24, 2023 – 7:30 A.M.
SUTTER ROOM/VIRTUAL

Special Closed Session Meeting

The Special Meeting of the Housing Successor Agency was called to order by Mayor Kirchner at 7:35 am

Roll Call

Present: Mayor Kirchner, Councilmembers Boomgaarden, Pasquale and Shaw

Absent: Vice Mayor Harris

Pledge of Allegiance to the Flag

Mayor Kirchner led the pledge

Public Communication

No Public Comment

Closed Session

- A. Confer with Real Property Negotiator (Government Code § 54956.8)
Property: APN 52-411-016, located at 825 Jones Street, Yuba City, California; APN 52-161-036, located at 847 Chestnut Street, Yuba City California; and APN 51-095-020, 1483 Gray Avenue, Yuba City, California
Negotiator: Diana Langley, City Manager/Executive Director
Negotiating parties: TBD
Under negotiation: Whether to sell the properties, and if so, the price and terms of payment

No reportable action

Adjournment

Mayor Kirchner adjourned the Special Closed Session Meeting at 7:46 am

ATTEST:

Wade Kirchner, Mayor

Ciara Wakefield, Deputy City Clerk
/js

ATTACHMENT 3

MINUTES (DRAFT)
SPECIAL MEETING OF THE HOUSING SUCCESSOR AGENCY
CITY COUNCIL - CITY OF YUBA CITY
AUGUST 30, 2023 – 11:00 AM
COUNCIL CHAMBERS

Special Meeting

The Special Meeting of the Housing Successor Agency City Council was called to order by Mayor Kirchner at 11:00 am

Roll Call

Present: Mayor Kirchner, Councilmembers Boomgaarden, Pasquale and Shaw

Absent: Vice Mayor Harris

Pledge of Allegiance to the Flag

Ciara Wakefield led the pledge

1. Public Communication

No Public Comment

Business Items

2. Prop 64 - Youth Community Access Grant (TREE)

Councilmember Boomgaarden moved and Councilmember Shaw seconded the motion to:

Adopt **Resolution 23-106** and approve the filing of an application for Prop 64: Youth Community Access Grant (TREE)

The motion was passed with 4 votes unanimously, one absent vote

Adjournment to Closed Session

Mayor Kirchner adjourned the Special Meeting at 11:17 am

Closed Session

Confer with Real Property Negotiator (Government Code § 54956.8)

Property: APN 52-411-016, located at 825 Jones Street, Yuba City, California; APN 52-161-036, located at 847 Chestnut Street, Yuba City California; and APN 51-095-020, 1483 Gray Avenue, Yuba City, California

Negotiator: Diana Langley, City Manager/Executive Director

Negotiating parties: TBD

Under negotiation: Whether to sell the properties, and if so, the price and terms of payment

No reportable action

Adjournment

Mayor Kirchner adjourned the Special Closed Session at 11:25 am

Wade Kirchner, Mayor

ATTEST:

Ciara Wakefield, Deputy City Clerk

CITY OF YUBA CITY
STAFF REPORT

Date: September 5, 2023
To: Honorable Mayor & Members of the City Council;
From: Human Resources Department
Presentation By: Sheleen Loza, Administrative Analyst

Summary

Subject: Updated PRISMHealth Program Memorandum of Understanding
Recommendation: Adopt a Resolution Approving Updated PRISMHealth Program Memorandum of Understanding and Authorizing the City Manager to execute the same
Fiscal Impact: None

Purpose:

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

Council's Strategic Goal:

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

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) comprised of California counties, cities, and public agencies organized to jointly develop and fund insurance and related programs with the most favorable terms and cost. 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 June 2023, the PRISMHealth Committee, which governs the PRISMHealth program, approved final amendments to the PRISMHealth Program MOU and directed its staff to distribute the updated MOU to its Members for an execution no later than October 1, 2023. The PRISMHealth Program MOU was adopted in 2003 and was last amended in 2006; the City last executed this MOU in 2008 when it joined the PRISMHealth program. With the substantial and continued growth of the Program, the amended MOU language better represents the current program structure and requirements of participation. The PRISMHealth Program MOU language is identical for all PRISMHealth program members, and the

updated PRISMHealth Program MOU would replace the MOU previously executed by the City when it joined the PRISMHealth program.

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/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 2024. If City Council's direction is to explore other medical insurance for this group of employees, Staff recommends doing so for calendar year 2025 in order to ensure medical insurance is provided to all employees.

Recommendation:

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

Attachments:

1. PRISMHEALTH- Resolution
2. Exhibit A - PRISMHealth_MOU

Prepared By:

Sheleen Loza
Administrative Analyst

Submitted By:

Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO.

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
APPROVING UPDATED 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 amended in 2006, prior to the City joining the PRISMHealth program; and

WHEREAS, in June 2023, the PRISMHealth Committee, which governs the PRISMHealth program, approved final amendments to the PRISMHealth Program MOU and subsequently distributed the updated 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 updated 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 updated 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 5th day of September 2023.

AYES:

NOES:

ABSENT:

ATTEST:

Wade Kirchner, Mayor

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY:

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

EXHIBIT A



Adopted: March 7, 2003
Amended: June 28, 2023

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.** 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 their 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. One seat on the Committee shall be designated for a Public Entity representative appointed by the Executive Committee. If there are no Public Entity nominations from the Program membership for the Public Entity seat, the Executive Committee shall appoint the Committee member from counties participating 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 terms of the members of the Committee shall be for two (2) years, except for the Public Entity representative, whose term shall be for one (1) year. The expiration 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 assessed an annual premium for the purpose of funding the PRISMHealth Program. The annual pooled premium volume represents the total premium volume required for the renewal year for which it is approved. 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 Program Member's unique premium share of the entire pooled premium renewal using their Member specific loss ratio, loss ratio variance 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 Underwriting for their coverage plans. Member premium rates vary depending upon factors including, but not limited to, demographic characteristics, claims experience, plan design and elective services, if any.

Billing and eligibility determinations will be done by Third Party Administrator(s) selected by the Committee. Program members are responsible for maintaining and reviewing the data they enter into the Benefits Administration systems provided by the program Third Party Administrators/Benefits Administration vendors. Monthly premium invoices are sent by the program Third Party Administrators/Benefit Administration vendors to the program members prior to the coverage month in which they are due. It is a program requirement that all

premium invoices are **paid as billed**, without changes to eligibility or adjustments to premiums. Adjustments made to eligibility will be reflected on the following 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. Any late fees and/or penalties will be set by the Committee. All member entities will receive separate notification of any changes in due dates and/or penalty fees at least 30 days prior to effective date of change.

6. **ASSESSMENTS AND DIVIDENDS.** The Program annual premium, as approved by the Committee, will be established at a level which will provide adequate overall funding without the requirement for adjustment to funding deficits or surplus in the form of assessments or dividends. This is due to the contractual relationship between PRISM and Self Insured Schools of California (SISC), in which the Program is a participating member of the SISC III Medical Insurance Pool. SISC, as the primary pool sponsor, retains all risk sharing deficit and equity as defined in the contract. If PRISMHealth were to withdraw participation in the SISC III pool, SISC would conduct a final accounting of the PRISMHealth equity position. Any equity owed to PRISM would be promptly paid to PRISM. If the final accounting resulted in a deficit, PRISM would promptly pay the deficit to SISC. Change to the contractual relationship between PRISM and SISC can only be done with the approval of the PRISM Executive Committee, at the recommendation of the Committee.
7. **PERIOD OF COMMITMENT.** Any entity wishing to become a Member of the Program shall be required to agree to a commitment 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 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.
9. **BENEFITS.** Benefits provided to Members' employees shall be as set forth in the Members' Plan Summary and as agreed upon between the Member and its recognized employee organizations as applicable.
10. **COVERAGE DOCUMENTS.** Program coverage carriers shall issue Members Benefit Plan Summaries outlining the coverage provided, including terms and conditions of coverage. Except as otherwise provided herein, coverage documents are controlling with respect to the Program.

11. **CLAIMS ADMINISTRATION.** The Program Coverage carriers will provide claims administration services for the Program.
12. **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 (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.
13. **Late Payments.** Notwithstanding any other provisions to the contrary regarding late payment of invoices or cancellation from a Program, at the discretion of the Executive Committee, any member that fails to pay an invoice when due may be given a thirty (30) day written notice of cancellation.
14. **LIAISON WITH THE AUTHORITY.** Each Member shall maintain staff to act as liaison with PRISM, their Consultants and Carrier coverage representatives.
15. **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.
16. **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.
17. **COMPLETE AGREEMENT.** Except as otherwise provided herein, this Memorandum constitutes the full and complete agreement of the Members.
18. **SEVERABILITY.** Should any provision of this Memorandum be judicially determined to be void or unenforceable, such determination shall not affect any remaining provision.
19. **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 paragraph 5.
20. **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.

21. **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: _____

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

Dated: _____

By: _____

Title: _____

Member Entity: _____

CITY OF YUBA CITY
STAFF REPORT

Date: September 5, 2023
To: Honorable Mayor & Members of the City Council;
From: Public Works Department
Presentation By: Ben Moody, Public Works & Development Services Director

Summary

Subject: Richland Waterline Extension Project (Plans and Specifications)
Recommendation: Adopt a Resolution adopting a CEQA Class 1 & Class 2 categorical exemption, approving the plans and specifications for the Richland Waterline Extension Project (18-11) and authorizing advertisement for bids on the project
Fiscal Impact: Engineer's Estimate: \$1,418,834

Purpose:

To facilitate the construction of the Richland Waterline Extension Project to provide reliable water service to Yuba City residents.

Council's Strategic Goal:

This project addresses City Council's Strategic Goals of improving the City's Infrastructure and operating our City government in a fiscally responsible manner.

Background:

The existing water distribution system in Yuba City is aging. In some cases, pipelines are beyond their service life, at or near failure, under sized, and/or located in backyard easements (backlot). In an ongoing effort to replace failing and undersized water distribution pipelines (watermains), a list of priority locations has been developed. This list combines pipeline segments highlighted on the 2020 Water Master Plan and pipeline segments actively monitored by the City's maintenance crews.

Public Works maintenance crews respond to multiple water leaks throughout the City. The watermains in the area around Richland Road and Littlejohn Road west of Highway 99 have had numerous repairs and are now in need of complete replacement. Many of these watermains are located in backlots making repairs extremely difficult or impossible due to very poor access.

The subject project proposes the following improvements:

- Extend the existing 10-inch watermain on Richland Road approximately 550 linear feet (LF)
- Construct approximately 515 LF of 6-inch watermain on Littlejohn Road
- Construct approximately 475 LF of 6-inch watermain on Camino Cortez
- Abandon all existing 4-inch watermains and service connections, including backlot watermains

and water service connections, on Littlejohn Road, Camino Cortez, Cortez Court, and Richland Road

- Extend and relocate all affected water services to new watermains as required
- Provide water service stubs to properties not currently connected to City water, for possible future connection

Analysis:

Plans and Specifications:

The plans, specifications, and estimate for the Richland Waterline Extension Project have been completed. Staff proposes to move forward with the project at the following anticipated schedule:

Advertise for Bid:	October 2023
Award Contract:	December 2023
Start of Construction:	Spring 2024
Completion:	Summer 2024

The plans and specifications for the project are on file in the Public Works Department at City Hall and at <http://www.yubacity.net/publicworksplans> for review.

Fiscal Impact:

The estimated total project cost is approximately \$1,418,934. This estimate includes a 20% contingency, and 10% for Construction Management/Inspection services. The project includes a combination of extending water mains where none currently exist (approximately \$500,000) and replacing existing water mains (approximately \$918,934). Account No. 1092 (Waterline Extension Project & Distribution Piping Enhancement) and Account No. 1093 (Replacement and Major Maintenance of Water Lines) have approximately \$935,000 and \$1,176,628, respectively. Detailed fiscal impacts will be presented to Council at the time of award based on actual bid amounts.

Environmental:

Staff has determined that this project falls within the Class 1 Categorical Exemption set forth in CEQA Guidelines Section 15301 and Class 2 Categorical Exemption set forth in Section 15302, as the replacement of existing water pipeline is defined as a repair, maintenance, or minor alteration of existing utility system involving negligible or no expansion. Further, none of the exceptions to Categorical Exemptions set forth in CEQA Guidelines Section 15300.2 apply to this project.

Alternatives:

1. Do not approve the plans and specifications and delay the project. This may result in significant impacts to water service to City residents in the area.
2. Direct staff to modify the proposed plans and specifications.

Recommendation:

Adopt a resolution adopting a CEQA Class 1 & Class 2 categorical exemption, approving the plans and specifications for the Richland Waterline Extension Project (18-11) and authorizing advertisement for bids on the project.

Attachments:

1. Resolution - Approval of Plans and Specifications
2. Project Exhibit

Prepared By:

Nick Menezes
Assistant Engineer

Submitted By:

Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
ADOPTING A CEQA CLASS 1 & CLASS 2 CATEGORICAL EXEMPTION,
APPROVING THE PLANS AND SPECIFICATIONS FOR THE RICHLAND
WATERLINE EXTENSION PROJECT (18-11), AND AUTHORIZING
ADVERTISEMENT FOR BIDS ON THE PROJECT**

WHEREAS, the Public Works Department intends to solicit bids for construction of the Richland Waterline Extension Project (18-11) (Project).

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

1. The City has performed a preliminary environmental assessment of this project relative to California Environmental Quality Act (CEQA) requirements and the City Council finds and determines that the project falls within the Class 1 Categorical Exemption set forth in CEQA Guidelines Section 15301 and Class 2 Categorical Exemption set forth in Section 15302, as the replacement of existing water pipeline is defined as a repair, maintenance, or minor alteration of existing utility system involving negligible or no capacity expansion. Additionally, the replacement or relocation of existing water line services will service the same property and have substantially the same purpose and capacity. Further, none of the exceptions to Categorical Exemptions set forth in CEQA Guidelines Section 15300.2 apply to this project.
2. The plans and specifications for the Project are approved.
3. The Public Works Department is hereby authorized and directed to advertise for bids for the Project.

The foregoing Resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 5th day of September 2023.

AYES:

NOES:

ABSENT:

Wade Kirchner, Mayor

ATTEST:

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY:

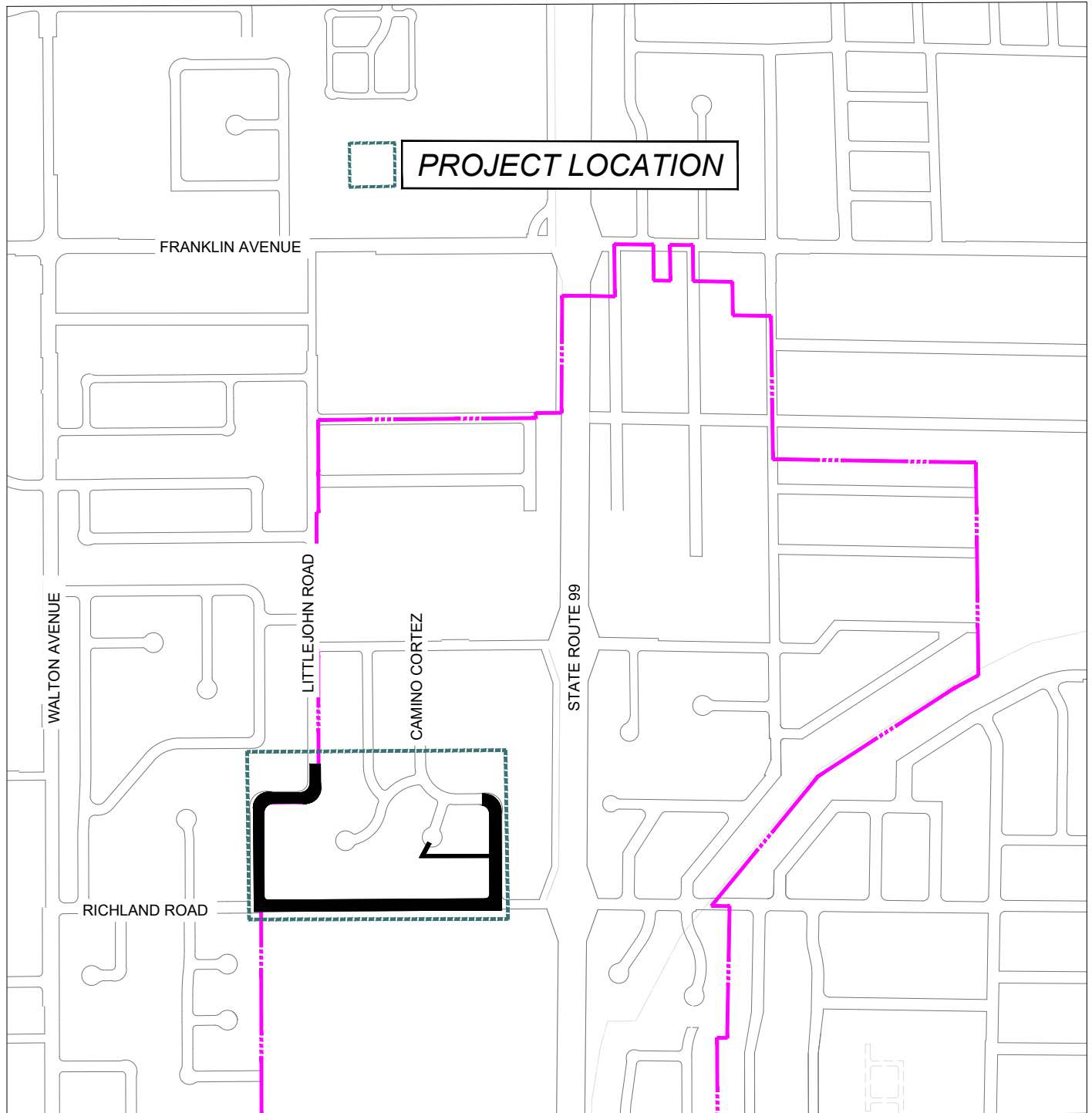
Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

Attachment(s):

A. Exhibit A – Project Exhibit

Exhibit A

Richland Waterline Extension Project



NTS

CITY OF YUBA CITY
STAFF REPORT

Date: September 5, 2023
To: Honorable Mayor & Members of the City Council;
From: Administration Department
Presentation By: Diana Langley, City Manager

Summary

Subject: Successor Housing Agency Sale of 825 Jones Street to Harminder Singh Maan, et al

Recommendation: Adopt a Resolution that:

A. Authorizes the City Manager, as the Executive Director on behalf of the Successor Housing Agency to the Yuba City Redevelopment Agency, to execute an Agreement for Purchase and Sale of Real Property located at 825 Jones Street (APN 52-411-016), and all other necessary documents, in the amount of \$320,000 to Harminder Singh Maan and Karmjit Kaur Maan, subject to approval of the City Attorney as to material terms

B. Authorizes the Finance Director to place sale proceeds in the Successor Agency Low and Moderate Income Housing Asset Fund

Fiscal Impact: Sale Price - \$320,000
 Estimated Net Proceeds - \$297,000

Purpose:

To sell 825 Jones Street which has been deemed a surplus property by the Successor Housing Agency to the Yuba City Redevelopment Agency.

Council's Strategic Goal:

This item supports the Council's goal of fiscal responsibility as the disposition of the property will generate funds to place in the City's Low-Moderate Housing Fund, which can be used to support affordable housing projects.

Background:

On November 15, 2022, the City Council as the Directors of the Successor Housing Agency to the Yuba City Redevelopment Agency (Successor Housing Agency) declared 825 Jones Street to be a surplus property. Per the Surplus Land Act (SLA), staff issued a notice of availability and did not receive any interest from any housing sponsors. The Department of Housing and Community Development (HCD) has determined that staff met all of the requirements under the SLA and the

Successor Housing Agency is permitted to proceed with the sale or lease of the property.

Analysis:

825 Jones Street was placed on the market in July. The property was listed at \$350,000 and multiple offers were received, including an offer from Harminder Singh Maan and Karmjit Kaur Maan, in the amount of \$320,000. Based on the condition of the house and the current housing market, staff recommends that the City Council as the Directors to the Successor Housing Agency accept the offer and authorize the City Manager to execute an Agreement for Purchase and Sale and all necessary paperwork to sell the property to Harminder Singh Maan and Karmjit Kaur Maan.

The Successor Housing Agency is required to place the sale proceeds in a separate Low and Moderate Income Housing Asset Fund, and use those funds for affordable housing purposes in accordance with the law.

Fiscal Impact:

With a sales price of \$320,000, the estimated net proceeds is \$297,000.

Alternatives:

1. Do not sell and take the property off the market.
2. Do not accept the offer and place the property back on the market.

Recommendation:

Adopt a Resolution that:

A. Authorizes the City Manager, as Executive Director on behalf of the Successor Housing Agency to the Yuba City Redevelopment Agency, to execute an Agreement for Purchase and Sale of Real Property located at 825 Jones Street (APN 52-411-016), and all other necessary documents, in the amount of \$320,000 to Harminder Singh Maan and Karmjit Kaur Maan, subject to approval of the City Attorney as to material terms.

B. Authorizes the Finance Director to place sale proceeds in the Successor Agency Low and Moderate Income Housing Asset Fund.

Attachments:

1. Resolution - 825 Jones Street
2. Exhibit A - PSA 825 Jones

Prepared By:

Diana Langley
City Manager/Executive Director

Submitted By:

Diana Langley
City Manager/Executive Director

ATTACHMENT 1

RESOLUTION NO.

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
AUTHORIZING THE CITY MANAGER, AS THE EXECUTIVE DIRECTOR ON BEHALF OF
THE SUCCESSOR HOUSING AGENCY TO THE YUBA CITY REDEVELOPMENT AGENCY,
TO EXECUTE AN AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY
LOCATED AT 825 JONES STREET (APN 52-411-016), AND ALL OTHER NECESSARY
DOCUMENTS, IN THE AMOUNT OF \$320,000 TO HARMINDER SINGH MAAN AND
KARMJIT KAUR MAAN, AND AUTHORIZE THE FINANCE DIRECTOR TO PLACE SALE
PROCEEDS IN THE SUCCESSOR AGENCY LOW AND MODERATE INCOME HOUSING
ASSET FUND**

WHEREAS, on November 15, 2022, the City Council as the Directors of the Successor Housing Agency to the Yuba City Redevelopment Agency (Successor Housing Agency) declared 825 Jones Street to be a surplus property; and

WHEREAS, in accordance with the Surplus Land Act, staff issued a notice of availability and did not receive any interest from any housing sponsors; and

WHEREAS, the Department of Housing and Community Development has determined that staff met all of the requirements under the Surplus Land Act and the Successor Housing Agency is permitted to proceed with the sale or lease of the property; and

WHEREAS, 825 Jones Street was placed on the real estate market in July, multiple offers were received, including an offer from Harminder Singh Maan and Karmjit Kaur Maan in the amount of \$320,000; and

WHEREAS, staff recommends that the City Council as the Directors to the Successor Housing Agency accept the offer and authorize the City Manager, as the Executive Director on behalf of the Successor Housing Agency, to execute an Agreement for Purchase and Sale; and

WHEREAS, the Successor Housing Agency is required to place the sale proceeds in a separate Low and Moderate Income Housing Asset Fund.

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

1. The City Manager, as Executive Director on behalf of the Successor Housing Agency to the Yuba City Redevelopment Agency, is authorized to execute and Agreement for Purchase and Sale of Real Property located at 825 Jones Street (APN 52-411-016), and all other necessary documents, in the amount of \$320,000 to Harminder Singh Maan and Karmjit Kaur Maan.
2. The Finance Director is authorized to place sale proceeds in the Successor Agency Low and Moderate Income Housing Asset Fund.

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 5th day of September, 2023.

AYES:

NOES:

ABSENT:

Wade Kirchner, Mayor

ATTEST:

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY

Shannon Chaffin
City Attorney

Exhibit A: Purchase and Sale Agreement

EXHIBIT A

**AGREEMENT FOR PURCHASE AND SALE
OF REAL PROPERTY AND JOINT ESCROW INSTRUCTIONS**

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY AND JOINT ESCROW INSTRUCTIONS ("**Agreement**") is made this 5th day of September, 2023 ("**Agreement Date**") by and among Harminder Singh Maan and Karmjit Kaur Maan (jointly and severally the "**Buyer**"), City of Yuba City as Successor Agency to the former Redevelopment Agency of the City of Yuba City, a public agency ("**Seller**") and OLD REPUBLIC TITLE COMPANY, a corporation ("**Escrow Holder**" and "**Title Company**").

RECITALS:

A. Seller owns that certain residential real property located at 825 Jones Street in Yuba City, State of California (APN 052-411-016-000) legally described as set forth on **Exhibit A** ("**Property**").

B. Buyer is willing to purchase the Property in AS-IS condition pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and incorporating the recitals above, the parties hereto agree as follows:

TERMS AND CONDITIONS:

1. PURCHASE AND SALE OF PROPERTY. Buyer hereby agrees to purchase from Seller, and Seller agrees to sell to Buyer, the Property in AS-IS condition.

2. OPENING OF ESCROW. Within five (5) days after the execution of this Agreement by both Buyer and Seller, the parties shall open an escrow ("**Escrow**") with Old Republic Title Company (Escrow Holder) by causing an executed copy of this Agreement to be deposited with Jayne Silveira, escrow officer ("**Escrow Officer**") at Old Republic Title Company, 855 Harter Parkway, Suite 130, Yuba City Jsilveira@ortc.com (530) 673-8841 ("**Escrow**") together with the Deposit (as defined in Section 3.2(a)) ("**Opening of Escrow**").

3. PURCHASE PRICE.

3.1 Purchase Price. The Purchase Price for the Property is Three Hundred Twenty-Thousand Dollars (\$320,000) ("**Purchase Price**").

3.2 Payment of Purchase Price. The Purchase Price shall be paid as follows:

(a) **Deposit.** At Opening of Escrow, Buyer shall deposit the sum of Three Thousand Two Hundred Dollars (\$3,200) with Escrow Holder ("**Deposit**").

(b) **Balance of Funds.** At least one (1) business day prior to the Closing, Buyer shall deposit balance of the Purchase Price with Escrow Holder in Good Funds (as defined below).

3.3 Disbursement of Seller's Net Proceeds. At the Closing, the net proceeds (as

determined by the Seller settlement statement) shall be disbursed to Seller.

3.4 Good Funds. All funds deposited in Escrow shall be in “**Good Funds**” which means a wire transfer of funds, cashier's or certified check drawn on or issued by the offices of a financial institution located in the State of California.

4. ADDITIONAL FUNDS AND DOCUMENTS REQUIRED FROM BUYER AND SELLER.

4.1 Seller. Seller agrees that on or before 12:00 noon on the day preceding the Closing Date, Seller will deposit with Escrow Holder such funds and other items and instruments (executed and acknowledged, if appropriate) as may be necessary in order for the Escrow Holder to comply with this Agreement, including without limitation:

- a. Executed and acknowledged grant deed in the form of Exhibit B (“**Grant Deed**”).
- b. A Non-Foreign Affidavit as required by federal law.
- c. Such funds and other items and instruments as may be necessary in order for Escrow Holder and the Title Company to comply with this Agreement.

4.2 Buyer. Buyer agrees that on or before 12:00 noon on the date preceding the Closing Date, Buyer will deposit with Escrow Holder all additional funds and/or documents (executed and acknowledged, if appropriate) which are necessary to comply with the terms of this Agreement, including without limitation:

- a. A Preliminary Change of Ownership Statement completed in the manner required in Sutter County.
- b. Such funds and other items and instruments as may be necessary in order for Escrow Holder and the Title Company to comply with this Agreement.

4.3 Recordation, Completion and Distribution of Documents. Escrow Holder will cause Grant Deed to be recorded when it can issue the Owner's Title Policy in accordance with Section 6, and holds for the account of Buyer and Seller, respectively, the funds and items described above to be delivered to Buyer and Seller, respectively, through Escrow, less costs, expenses and disbursements chargeable to Seller pursuant to the terms hereof.

5. CLOSING DATE; TIME IS OF ESSENCE.

5.1 Closing Date. Escrow shall close within ten (10) days after Buyer has provided the Buyer's Due Diligence Approval Notice by the Outside Due Diligence Date (pursuant to Section 7), but no later than thirty (30) days after the Opening of Escrow (“**Closing Date**”) unless extended as evidenced by a writing signed by both parties. The terms “**Close of Escrow**” and/or “**Closing**” are used herein to mean the time Grant Deed is filed for recording by the Escrow Holder in the Office of the County Recorder of Sutter County, California.

5.2 Possession. Upon the Close of Escrow, exclusive possession and occupancy of the Property shall be delivered to Buyer free and clear of all claims of possession and all debris.

5.3 Time is of Essence. Buyer and Seller specifically agree that time is of the essence.

5.4 Executive Director's Authority. Seller by its execution of this Agreement hereby agrees that its Executive Director or designee (who has been designated by Executive Director's written notice delivered to Buyer and Escrow Holder) shall, in Executive Director's sole and exclusive discretion, have authority:

(i) to execute documents on behalf of Seller including, but not limited to, issuing approvals, disapprovals and extensions. Any such approval, disapproval or extension executed by the Executive Director or their designee shall be binding on Seller.

(ii) make minor modifications to this Agreement in order to fulfill the direction of the Successor Agency Board, provided that such minor modifications are approved by the Agency's legal counsel.

6. TITLE POLICY.

6.1 Approval of Title.

(a) Promptly following execution of this Agreement but in no event later than five (5) days following Opening of Escrow, a preliminary title report shall be issued by Placer Title Company ("**Title Company**"), describing the state of title of the Property, together with copies of all exceptions specified therein and a map plotting all easements specified therein ("**Preliminary Title Report**"). Within five (5) days after Buyer's receipt of the Preliminary Title Report, Buyer shall notify Seller in writing ("**Buyer's Title Notice**") of Buyer's disapproval of any matters contained in the Preliminary Title Report ("**Disapproved Exceptions**").

(b) In the event Buyer delivers Buyer's Title Notice within said period, Seller shall have a period of five (5) days after receipt of Buyer's Title Notice in which to notify Buyer of Seller's election to either (i) agree to attempt to remove the Disapproved Exceptions prior to the Close of Escrow; or (ii) decline to remove any such Disapproved Exceptions ("**Seller's Notice**"). If Seller notifies Buyer of its election to decline to remove the Disapproved Exceptions, or if Seller is unable to remove the Disapproved Exceptions, Buyer may elect either to terminate this Agreement and the Escrow or to accept title to the Property subject to the Disapproved Exception(s). Buyer shall exercise such election by delivery of written notice to Seller and Escrow Holder within five (5) days following the earlier of (i) the date of written advice from Seller that such Disapproved Exception(s) cannot be removed; or (ii) the date Seller declines to remove such Disapproved Exception(s).

(c) Upon the issuance of any amendment or supplement to the Preliminary Title Report which adds additional exceptions, the foregoing right of review and approval shall also apply to said amendment or supplement, provided, however, that Buyer's initial period of review and approval or disapproval of any such additional exceptions shall be limited to ten (10) days following receipt of notice of such additional exceptions.

(d) Nothing to the contrary herein withstanding, Buyer shall be deemed to have automatically objected to all leases, deeds of trust, mortgages, judgment liens, federal and state income tax liens, delinquent general and special real property taxes and assessments and similar monetary encumbrances affecting the Property, and Seller shall discharge any such non-permitted title matter of record prior to or concurrently with the Close of Escrow.

6.2 Title Policy. At the Close of Escrow, Escrow Holder shall furnish Buyer with an ALTA/CLTA Homeowner's Owner's Policy of title insurance ("**Owner's Title Policy**") insuring

title to the Property vested in Buyer in the amount of the Purchase Price, containing only exceptions approved or waived by Buyer in accordance with this Section. The cost of the Owner's Title Policy to Seller shall be paid by Buyer.

7. TRANSFER DISCLOSURE STATEMENT, STATUTORY DISCLOSURES & DUE DILIGENCE.

7.1 Transfer Disclosure Statement. Within two (2) days after the Opening of Escrow, Seller shall provide a completed and executed Transfer Disclosure Statement (as specified in Civil Code Section 1102) ("**TDS**") for Buyer's review and approval. If Buyer disapproves the completed TDS, Buyer shall notify Seller with a copy to Escrow Holder within the Due Diligence Period (as defined in Section 7.6). If Buyer does not disapprove the TDS within the Due Diligence Period, Buyer shall be deemed to have approved it. Buyer and any Buyer's agent shall execute the TDS and deliver a copy to Seller.

7.2 Natural Hazard Disclosure Report with Tax Disclosures. Within two (2) days after the Opening of Escrow, Escrow Holder shall order and deliver to Buyer a comprehensive natural hazard disclosure and tax report from Disclosure Source ("**NHD Report**") for Buyer's review and approval. If Buyer disapproves the NHD Report, Buyer shall notify Seller with a copy to Escrow Holder within the Due Diligence Period. If Buyer does not disapprove the NHD Report within the Due Diligence Period, Buyer shall be deemed to have approved it. Buyer shall execute the acknowledgement statement that accompanies the NHD Report and deliver a copy to Seller.

7.3 Lead-Based Paint Disclosures. Within two (2) days of Opening of Escrow, Seller shall deliver to Buyer the statutory Lead-Based Paint Disclosure and pamphlet as required by federal law ("**Lead Paint Disclosure**") for Buyer's review and approval. If Buyer disapproves the Lead Paint Disclosure, Buyer shall notify Seller with a copy to Escrow Holder within the Due Diligence Period. If Buyer does not disapprove the Lead Paint Disclosure within the Due Diligence Period, Buyer shall be deemed to have approved it. Waiver of the Lead Paint Disclosure is prohibited by law. Buyer shall execute the Lead Paint Disclosure and deliver same to Seller.

7.4 Material Facts & Insurance Claims. Within two (2) days of the Opening of Escrow, Seller shall disclose to Buyer in writing all known material facts and defects including known insurance claims within the last five (5) years preceding the Agreement Date

7.5 Other Statutory Disclosures. Within two (2) days of Opening of Escrow, Seller shall deliver to Buyer all other applicable statutory disclosures (including, but not limited to, notice or actual knowledge of release of illegal controlled substance, etc.) as required by law for Buyer's review and approval. If Buyer disapproves any such disclosures, Buyer shall notify Seller with a copy to Escrow Holder within the Due Diligence Period. If Buyer does not disapprove a statutory disclosure within the Due Diligence Period, Buyer shall be deemed to have approved it and Buyer shall execute any documents reasonably required by Seller to evidence same and deliver same to Seller.

7.6 Due Diligence. For a period of up to thirty (30) days following the Opening of Escrow ("**Due Diligence Period**"), Buyer shall have the right to review and inspect the Property and conduct such tests as reasonably determined by Buyer. Buyer shall make reasonable efforts to expediate any and all investigations provide same does not involve additional cost to Seller. Seller grants to Buyer, its agents and employees, upon reasonable notice to Seller, a limited

license to enter the Property for the purpose of conducting such due diligence as reasonably required by Buyer at Buyer's sole cost and expense. As a condition to Buyer's entry and inspection, Buyer shall keep the Property free and clear of all materialmen's liens, lis pendens or any other liens arising out of the entry and any work performed under this Agreement. Buyer shall notify Seller in writing ("**Buyer's Due Diligence Notice**") on or before the expiration of the Due Diligence Period of Buyer's approval of the condition of the Property as well as the TDS, NHD Report, Lead Paint Disclosure and all other disclosures and notices delivered to Buyer under this Agreement, which approval may be withheld in Buyer's sole discretion. Failure of Seller to provide access to the Property to make inspect the Property at a day and time requested by Buyer shall be a material breach of this Agreement and Buyer shall have the right to immediately terminate this Agreement and the escrow.

7.7 Indemnity: Buyer agrees to defend and indemnify Seller for any claims that arise out of Buyer's inspection or testing of the Property.

7.8 Statutory Disclosures. As required by law, Seller makes the following disclosures to Buyer:

- a. **No HOA.** The Property is subject to certain covenants, conditions and restrictions. However, there is no homeowner association and there are no HOA assessments to which the Property is subject.
- b. **Megan's Law.** "Notice: Pursuant to Section 290.46 of the Penal Code information about specified registered sex offenders is made available to the public via an internet website maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on a sex offender's criminal history, this information will include either an address at which the offender resides or the community of residence and ZIP code in which he or she resides. (Neither Seller or Broker are required to check this website)."
- c. **Gas and Hazardous Liquid Transmission Pipelines.** "This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public at the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at <http://www.npms.phmsa.dot.gov/>. To seek further information about possible transmission lines near the Property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP code and county on the NPMS Internet Web site."

8. CONDITIONS PRECEDENT TO CLOSE OF ESCROW.

8.1 Conditions to Buyer's Obligations. The obligations of Buyer under this Agreement are subject to the satisfaction or written waiver, in whole or in part, by Buyer of each of the following conditions precedent ("**Buyer's Conditions Precedent**"):

- (a) Title Company will issue the Owner's Title Policy as specified in Section 6.2.
- (b) Escrow Holder holds and will deliver to Buyer the instruments accruing to Buyer pursuant to this Agreement.

- (c) Seller is not in default of its obligations under this Agreement.

8.2 Conditions to Seller's Obligations. The obligations of Seller under this Agreement are subject to the satisfaction or written waiver, in whole or in part, by Seller of the following conditions precedent:

- (a) Escrow Holder holds and will deliver to Seller the instruments and funds accruing to Seller pursuant to this Agreement.
- (b) Buyer shall have executed all documents required under this Agreement and delivered same to Seller.
- (c) Buyer is not in default of its obligations under this Agreement.

9. LIMITED REPRESENTATIONS AND WARRANTIES.

9.1 Limited Representations and Warranties. Seller hereby makes the following representations and warranties to Buyer to the best of its knowledge and without the duty to investigate, each of which is true in all respects as of the Agreement Date and the Opening of Escrow and shall be true in all respects on the date of Close of Escrow on the Property:

a. Seller has received no notice and/or has no knowledge that any governmental authority or any employee or agent thereof considers the present or proposed operation, use or ownership of the Property to violate or have violated any ordinance, rule, law, regulation or order of any government or agency, body or subdivision thereof, or that any investigation has been commenced or is contemplated respecting such possible violations.

b. There are no pending or threatened lawsuits or claims which would affect the Property.

c. The Property is not subject to a homeowner's association nor any such association assessments.

d. The Property is not in violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to the environmental conditions on, under or about the Property including, but not limited to, soil and ground water conditions.

e. Seller has received no written notice from any third parties, prior owners of the Property, or any federal, state or local governmental agency indicating that any hazardous waste remedial or clean-up work will be required on the Property. There are no environmental, health or safety hazards on, under or about the Property, including but not limited to soil and groundwater conditions.

f. There are no contracts, leases, claims or rights affecting the Property and no agreements entered into by or under Seller that shall survive the Close of Escrow.

g. Until the Closing, Seller shall not do anything which would impair Seller's title to any of the Property.

h. Seller is not, and as of the Close of Escrow will not be, a foreign person within the meaning of Internal Revenue Code Section 1445 or an out-of-state seller under California

Revenue and Tax Code Section 18805 and that it will deliver to Buyer through Escrow a non-foreign affidavit on Escrow Holder's standard form pursuant to Internal Revenue Code Section 1445(b)(2) and the Regulations promulgated thereunder and a California Form 590-RE ("Non-foreign Affidavit").

i. Until the Closing, if Seller learns of any fact or condition which would cause any of the warranties and representations in this Section not to be true as of the Closing, Seller shall immediately give written notice of such fact or condition to Buyer.

j. No construction or repair work has been done on the Property within the six (6) months prior to the Opening of Escrow.

9.2 Breach; Indemnification. If a breach of a representation, warranty or covenants occurs before Closing and Buyer is aware that such a breach has occurred, the breach shall be grounds to terminate this Agreement in Buyer's sole discretion. If Buyer does not elect to terminate this Agreement, Buyer shall be deemed to have waived any such breach.

10. ESCROW PROVISIONS.

10.1 Escrow Instructions. Sections 1; 2 through 6 inclusive, 8, 10, 12 and 13 constitute the escrow instructions to Escrow Holder. If required by Escrow Holder, Buyer and Seller agree to execute Escrow Holder's standard escrow instructions, provided that the same are consistent with and do not conflict with the provisions of this Agreement. In the event of any such conflict, the provisions of this Agreement shall prevail. The terms and conditions in sections of this Agreement not specifically referenced above are additional matters for information of Escrow Holder, but about which Escrow Holder need not be concerned. Buyer and Seller will receive Escrow Holder's general provisions directly from Escrow Holder and will execute such provision upon Escrow Holder's request. To the extent that the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller agree to execute additional instructions, documents and forms provide by Escrow Holder that are reasonably necessary to close Escrow.

10.2 General Escrow Provisions. Escrow Holder shall deliver the Owner's Title Policy to Buyer and instruct the Sutter County Recorder to mail the Grant Deed to Buyer at the address set forth in Section 12 after recordation. All funds received in this Escrow shall be deposited in one or more general escrow accounts of the Escrow Holder with any bank doing business in Sutter County, California, and may be disbursed to any other general escrow account or accounts. All disbursements shall be according to that party's instructions.

10.3 Utilities. Buyer and Seller shall cause all utilities which are in the name of Seller to be transferred to the name of Buyer as of the Close of Escrow or as soon thereafter as practicable. Utilities shall be prorated to the Close of Escrow. In the event final amounts with respect to said prorations are not available as of Close of Escrow, the proration shall be done on an estimated basis and the parties shall prepare a final proration within sixty (60) days following Close of Escrow. Any party who is obligated to pay net amounts based on said final proration shall reimburse the other party said amount within thirty (30) days after completion of the final proration.

10.4 Real Property Taxes. Seller is a public agency and exempt from real property taxes so no prorations will be required at Closing.

10.5 Payment of Costs.

- a. **Cost Allocation.** Seller shall pay the costs for the Owner's Title Policy, one-half of escrow costs and recording fees ("**Buyer's Charges**"). Seller shall pay the cost of the NHD Report, documentary transfer taxes, one-half of the escrow costs and any fees and costs charged by any lender to obtain releases or consents or otherwise put title in the condition described in Section 6 ("**Seller's Charges**"). All other costs of Escrow not otherwise specifically allocated by this Agreement shall be apportioned between the parties in a manner consistent with the custom and usage of Escrow Holder.
- b. **Closing Statement.** At least three (3) business days prior to the Closing Date, Escrow Holder shall furnish Buyer and Seller with a preliminary Escrow closing statement which shall include each party's respective shares of costs. The preliminary closing statement shall be approved in writing by the parties. As soon as reasonably possible following the Close of Escrow, Escrow Holder shall deliver a copy of the final Escrow closing statement to the Parties.

10.6 Termination and Cancellation of Escrow. If Escrow fails to close as provided above, either party may elect to cancel this Escrow upon written notice to the other party and Escrow Holder. Upon cancellation, Escrow Holder is instructed to return all funds and documents then in Escrow to the respective depositor of the same with Escrow Holder. Cancellation of Escrow, as provided herein, shall be without prejudice to whatever legal rights Buyer or Seller may have against each other arising from the Escrow or this Agreement.

10.7 Information Report. Escrow Holder shall file and Buyer and Seller agree to cooperate with Escrow Holder and with each other in completing any report ("**Information Report**") and/or other information required to be delivered to the Internal Revenue Service pursuant to Internal Revenue Code § 6045(e) regarding the real estate sales transaction contemplated by this Agreement, including without limitation, Internal Revenue Service Form 1099-B as such may be hereinafter modified or amended by the Internal Revenue Service, or as may be required pursuant to any regulation now or hereinafter promulgated by the Treasury Department with respect thereto. Buyer and Seller also agree that Buyer and Seller, their respective employees and attorneys, and escrow Holder and its employees, may disclose to the Internal Revenue Service, whether pursuant to such Information Report or otherwise, any information regarding this Agreement or the transactions contemplated herein as such party reasonably deems to be required to be disclosed to the Internal Revenue Service by such party pursuant to Internal Revenue Code Section 6045(e), and further agree that neither Buyer nor Seller shall seek to hold any such party liable for the disclosure to the Internal Revenue Service of any such information.

10.8 No Withholding as Foreign Seller. Seller represents and warrants to Buyer that Seller is not, and as of the Close of Escrow will not be, a foreign person within the meaning of Internal Revenue Code § 1445 or an out-of-state seller under California Revenue and Tax Code § 18805 and that it will deliver to Buyer on or before the Close of Escrow a non-foreign affidavit on Escrow Holder's standard form pursuant to Internal Revenue Code §1445(b)(2) and the Regulations promulgated thereunder and a California Form 590-RE.

10.9 Brokerage Commissions. Both parties are represented by a broker. Buyer and Seller each agree to indemnify and hold the other parties harmless from and against all liabilities, costs, damages and expenses, including, without limitation, attorneys' fees, resulting

from any claims or fees or commissions, based upon agreements by it, if any, to pay a broker's commission and/or finder's fee except as specified above.

11. LIQUIDATED DAMAGES.

IF BUYER SHOULD MATERIALLY DEFAULT UNDER THIS AGREEMENT, BUYER AND SELLER AGREE THAT SELLER WILL INCUR DAMAGES BY REASON OF SUCH DEFAULT WHICH DAMAGES SHALL BE IMPRACTICAL AND EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO ASCERTAIN. THEREFORE, BUYER AND SELLER, IN A REASONABLE EFFORT TO ASCERTAIN WHAT SELLER'S DAMAGES WOULD BE IN THE EVENT OF SUCH DEFAULT BY BUYER HAVE AGREED BY PLACING THEIR INITIALS BELOW THAT THE DEPOSIT SHALL CONSTITUTE A REASONABLE ESTIMATE OF SELLER'S DAMAGES UNDER THE PROVISIONS OF SECTIONS 1671 AND 1677 OF THE CALIFORNIA CODE OF CIVIL PROCEDURE FOR A BREACH PRIOR TO THE CLOSING. IF BUYER FAILS TO PROMPTLY DELIVER THE SUM SPECIFIED ABOVE TO SELLER, SUCH FAILURE SHALL CONSTITUTE A MATERIAL BREACH OF THIS PROVISION AND SELLER MAY ELECT TO SUE BUYER UNDER THIS PROVISION OR TO WAIVE THIS PROVISION AND PROCEED AGAINST BUYER FOR ALL APPLICABLE DAMAGES RESULTING FROM BUYER'S DEFAULT.

Seller's Initials

Buyer's Initials

12. NOTICES. Any notices, demands or communications under this Agreement between the parties shall be in writing, and may be given by (i) personal service, (ii) overnight delivery, or (iii) mailing via United States mail, certified mail, postage prepaid, return receipt requested ("**US Mail**"), addressed to each party as set forth below or such other address as may be furnished in writing by a party, and such notice or communication shall, if properly addressed, be deemed to have been given (a) as of the date so delivered under delivery methods (i) or (ii) above, or (b) three (3) business days after deposit into the U.S. Mail.

To Seller: City of Yuba City as Successor Agency
1201 Civic Center Boulevard
Yuba City, CA 95993
Attn: Diana Langley, Acting Executive Director

With a Copy to: Aleshire & Wynder, LLP
2440 Tulare Street Suite 410
Fresno, CA 93721
Attn: Shannon Chaffin, Agency Counsel

To Buyer: Harminder Singh Maan &
Karmjit Kaur Maan

To Escrow Holder: Old Republic Title Company
855 Harter Parkway, Suite 130
Yuba City, CA 95993
Jayne Silveira, Escrow Officer

13. GENERAL PROVISIONS.

13.1 Assignment. Neither party shall have the right to assign this Agreement or any interest or right hereunder or under the Escrow without the prior written consent of the other party. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective heirs, personal representatives, successors and assigns.

13.2 Attorney's Fees. In any action between the parties hereto, seeking enforcement of any of the terms and provisions of this Agreement or the Escrow, or in connection with the Property, the prevailing party in such action shall be entitled, to have and to recover from the other party its reasonable attorneys' fees and other reasonable expenses in connection with such action or proceeding, in addition to its recoverable court costs.

13.3 Interpretation; Governing Law. This Agreement shall be construed according to its fair meaning and as if prepared by both parties hereto. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. Titles and captions are for convenience only and shall not constitute a portion of this Agreement. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates.

13.4 No Waiver. No delay or omission by either party in exercising any right or power accruing upon the compliance or failure of performance by the other party under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either party of a breach of any of the covenants, conditions or agreements hereof to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions hereof.

13.5 Modifications. Any alteration, change or modification of or to this Agreement, in order to become effective, shall be made by written instrument or endorsement thereon and in each such instance executed on behalf of each party hereto.

13.6 Severability. If any term, provision, condition or covenant of this Agreement or the application thereof to any party or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this instrument, or the application of such term, provisions, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

13.7 Merger. This Agreement and other documents incorporated herein by reference contain the entire understanding between the parties relating to the transaction contemplated hereby and all prior to contemporaneous agreements, understandings, representations and statements, oral or written, are merged herein and shall be of no further force or effect.

13.8 Execution in Counterparts. This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all parties are not signatories to the original or the same counterpart.

13.9 Exhibits. Exhibits A and B attached hereto are incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for Purchase and Sale of Real Property and Escrow Instructions as of the date set forth above.

Note: Section 11 need to be separately initialed by the parties.

BUYER:

Harminder Singh Maan

Karmjit Kaur Maan

Accepted and agreed to:

ESCROW HOLDER:

OLD REPUBLIC TITLE

By: _____
Jayne Silveira, Escrow Officer

Dated: _____, 2023

SELLER:

CITY OF YUBA CITY AS SUCCESSOR
AGENCY

By: _____
Diana Langley, Acting Executive Director
_____, 2023

ATTEST:

Jackie Sillman, Agency Secretary

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Shannon Chaffin, Agency Counsel

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

That certain real property in the City of Yuba City, County of Sutter, State of California legally described as follows:

Parcel No. 1:

Lot 16 of Block 2 as shown on that certain Map entitled, "Plat of Moore Park," filed in the Office of the County Recorder of Sutter County, California on February 25, 1926 in Book 5 of Surveys, Page 57.

Parcel No 2:

The East 2 feet (front and rear measurements) of said Lot 17 of Block 2 as shown on that certain Map entitled, "Plat of Moore Park," filed in the Office of the County Recorder of Sutter County, California on February 25, 1926 in Book 5 of Surveys, Page 57.

EXHIBIT B
GRANT DEED

FREE RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Harminder Singh Maan &
Karmjit Kaur Maan
825 Jones Street
Yuba City, CA 95991

APN 052-411-016-000

THE UNDERSIGNED GRANTOR DECLARES:
Documentary Transfer Tax is: \$____

(Space Above This Line for Recorder's Office Use Only)
(Exempt from Recording Fee per Gov. Code §6103)

GRANT DEED

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, CITY OF YUBA CITY AS SUCCESSOR AGENCY to the former Redevelopment Agency of City of Yuba City, a public agency ("**Grantor**"), hereby grants to Harminder Singh Maan and Karmjit Caur Maan as _____ ("**Grantee**"), that certain real property in the City of Yuba City, County of Sutter, State of California, legally described on Exhibit A attached hereto and incorporated herein by reference ("**Property**").

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on its behalf by its respective officers or agents hereunto as of the date below.

GRANTOR:

CITY OF YUBA CITY AS SUCCESSOR
AGENCY to the former Redevelopment
Agency of the City of Yuba City, a public
agency

Not to be executed until closing

By: _____
Diana Langley,
Acting Executive Director

ATTEST:

Jackie Sillman, Agency Secretary

DATED: _____, 2023

EXHIBIT A TO GRANT DEED

LEGAL DESCRIPTION OF PROPERTY

That certain real property in the City of Yuba City, County of Sutter, State of California legally described as follows:

Parcel No. 1:

Lot 16 of Block 2 as shown on that certain Map entitled, "Plat of Moore Park," filed in the Office of the County Recorder of Sutter County, California on February 25, 1926 in Book 5 of Surveys, Page 57.

Parcel No 2:

The East 2 feet (front and rear measurements) of said Lot 17 of Block 2 as shown on that certain Map entitled, "Plat of Moore Park," filed in the Office of the County Recorder of Sutter County, California on February 25, 1926 in Book 5 of Surveys, Page 57.

:

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.

[illegible]

On _____, 2023 before me, _____, a 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 and official seal.

Notary Public

SEAL:

CITY OF YUBA CITY
STAFF REPORT

Date: September 5, 2023
To: Honorable Mayor & Members of the City Council;
From: Police Department
Presentation By: Bill Williams, Police Sergeant

Summary

Subject: Street Racing Ordinance
Recommendation: Adopt an Ordinance of the City Council of the City of Yuba City further regulating unpermitted motor vehicle racing, exhibitions of speed, and side shows, by authorizing forfeiture and, when applicable, equitable sharing, by amending Section 4-8.407, Article 4, Chapter 8, of Title 4 of the Yuba City Municipal Code by title only and waive the second reading
Fiscal Impact: No fiscal impact, but potential revenue generated from issued citations and/or vehicle forfeitures.

Purpose:

To update the Yuba City Municipal Code to discourage illegal motor vehicle speed contests, exhibitions of speed, side shows, and the presence of spectators by declaring such activities as a nuisance and providing for civil forfeiture of vehicles used in furtherance of these illegal activities in an effort to improve the quality of life and safety of the citizens of the City of Yuba City.

Council's Strategic Goal:

Public Safety and Quality of Life.

Background:

Since February of 2021, there have been no less than 17 calls for service involving street racing and side show events in the City of Yuba City. These events have drawn hundreds of spectators, to include teenagers and small juveniles, and placed them in close proximity to subjects engaged in reckless driving. These calls for service have included crimes such as vehicle pursuits, reckless driving, hit and run collisions, and vandalism. These incidents have resulted in multiple arrests, but more importantly, citizens have been injured as a result of collisions involving participants engaged in reckless driving and/or evading police. In April of 2023, a Yuba City Police Officer was surrounded by a large group of street racing/side show participants. The officer was trying to assist another officer who was involved in a vehicle pursuit after observing the vehicle driving recklessly in an intersection. The group prevented the officer from assisting in the pursuit and significantly damaged the police vehicle. The Yuba City Police Department has tried to address the issue by partnering with local, out of area, and state law enforcement agencies to address the issues surrounding street racing and side show events by utilizing the current City ordinance and state laws, but the problem persists.

While the current Yuba City Municipal Code does regulate “motor vehicle races” within the City, it does not have the latest enforcement mechanisms to address side show events and associated spectators and participants, which inhibits enforcement efforts. To address the negative impacts to the quality of life and safety of Yuba City citizens caused by motor vehicle races and sideshows, the Yuba City Police Department Staff are proposing an updated ordinance for Council consideration.

Analysis:

The draft ordinance would update the Municipal Code to reflect the following:

- Add definitions for preparations, side show, and spectator;
- Define unlawful conduct prohibited by the section and identify such conduct a nuisance;
- Identify vehicles used in furtherance of violation as a nuisance that may be impounded, and may be subject to forfeiture;
- Identify penalties for violations, which include administrative citations;
- Provides for recovery of enforcement costs, including attorney’s fees and other associated costs; and
- Allows for the impoundment and forfeiture of nuisance vehicles, including an associated appeals process.

Fiscal Impact:

No fiscal impact, but potential revenue generated from issued citations and/or vehicle forfeitures.

Alternatives:

The Council may choose to take no action, which will leave the current regulation in effect.

Recommendations:

Adopt an Ordinance of the City Council of the City of Yuba City further regulating unpermitted motor vehicle racing, exhibitions of speed, and side shows, by authorizing forfeiture and, when applicable, equitable sharing, by amending Section 4-8.407, Article 4, Chapter 8, of Title 4 of the Yuba City Municipal Code by title only and waive the second reading.

Attachments:

Draft of amended City of Yuba City ordinance, Section 4-8.407 (Motor Vehicle Racing), Article 4, Chapter 8, of Title 4

Attachments:

1. Street Racing Ordinance

Prepared By:
Bill Williams
Police Sergeant

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF YUBA CITY FURTHER REGULATING UNPERMITTED MOTOR VEHICLE RACING, EXHIBITIONS OF SPEED, AND SIDE SHOWS, BY AUTHORIZING CIVIL FORFEITURE AND, WHEN APPLICABLE, EQUITABLE SHARING, BY AMENDING SECTION 4-8.407, ARTICLE 4, CHAPTER 8, TITLE 4 OF THE YUBA CITY MUNICIPAL CODE

WHEREAS, the City of Yuba City has the authority, under its police power, to enact regulations for the public peace, morals, and welfare of the city, Cal. Const. Art. XI, section 7; and

WHEREAS, the City Council of the City of Yuba City finds that certain conditions constitute a public nuisance and are a threat to the public peace, safety, and welfare of the City; and

WHEREAS, pursuant to California Vehicle Code section 23109, motor vehicle speed contests and exhibitions of speed on public streets and highways, more commonly known as “street races” or “drag races,” are illegal; and

WHEREAS, the City has numerous areas where the local streets and highways provide ideal conditions for these illegal motor vehicle speed contests and exhibitions of speed that attracts these illegal activities; and

WHEREAS, illegal motor vehicle speed contests and exhibitions of speed on the streets and highways in the City have become a broad community problem that threatens public peace, health and safety, creates a public nuisance, and interferes with the right of private businesses and property owners to enjoy the use of their property in the City; and

WHEREAS, illegal motor vehicle speed contests and exhibitions of speed attract hundreds of juveniles and adults from all areas within the region on a regular basis to participate or to be a spectator at these events; and

WHEREAS, illegal motor vehicle speed contests and exhibitions of speed create a dangerous environment, with traffic congestion and risk of serious injury or death for pedestrians, bystanders, and vehicular traffic on local streets and highways in the City; and

WHEREAS, the City Council previously considered and adopted Ordinance no. 010-20, which enacted Section 4-8.407, Article 4, Chapter 8, Title 4 of the Yuba City Municipal Code, making it unlawful for any person to operate, conduct, maintain, promote, or participate or engage in any motor vehicle race within the City, unless otherwise permitted; and

WHEREAS, illegal motor vehicle speed contests and exhibitions of speed also create an environment that encourages spectators and encourages people to engage in automobile performance demonstrations and other activities known as “side shows,” by both adults and minors and

WHEREAS, illegal motor vehicle speed contests, exhibitions of speed, and side shows provide a location for possession, sale, and consumption of narcotics, illegal drugs, and alcohol; and

WHEREAS, illegal motor vehicle speed contests, exhibitions of speed, and side shows provide a location for criminal street gangs to loiter, with intent to publicize street gang's control over territory, intimidate nonmembers, conceal ongoing commerce in narcotics, illegal drugs, alcohol, or other unlawful activity, all in an effort to lead participants to believe the gang was trying to establish control/dominance of a public area; and

WHEREAS, illegal motor vehicle speed contests, exhibitions of speed, and side shows attract other criminal activity, including but not limited to juvenile curfew violations, littering, drinking in public, urinating in public, fights and disturbances, trespassing, graffiti, and vandalism; and

WHEREAS, illegal motor vehicle speed contests, exhibitions of speed, and side shows have caused or contributed to traffic collisions, with personal injuries to participants, spectators, and innocent bystanders, including minors; and

WHEREAS, illegal motor vehicle speed contests, exhibitions of speed, and side shows are planned and coordinated by participants and spectators through the use of the internet, cell phones, police scanners, and other electronic devices that allows them to move in their vehicles spontaneously from one location to another in an attempt to avoid detection and prosecution by law enforcement agencies; and

WHEREAS, illegal motor vehicle speed contests, exhibitions of speed, and side shows continue to occur despite asserted efforts of law enforcement to detect and prevent these illegal activities through enforcement of existing traffic laws; and

WHEREAS, the mere presence of spectators at illegal motor vehicle speed contests and exhibitions of speed serves to fuel reoccurrence of illegal vehicle speed contests and exhibitions of speed and, thereby, creates an environment for these illegal activities as well as other illegal activities that place at risk the health, safety, and welfare of the public; and

WHEREAS, by discouraging spectators at illegal motor vehicle speed contests and exhibitions of speed, the act of organizing and participating in these illegal activities will be discouraged; and

WHEREAS, by authorizing the use of civil forfeiture and, when available, equitable sharing, by the Yuba City Police Department to confiscate, impound, and pursue forfeiture of vehicles involved in illegal motor vehicle speed contests and exhibitions of speed, the act of organizing and participating in these illegal activities will be discouraged; and

WHEREAS, the City seeks to promote the City's interest in protecting and preserving the safety of pedestrians and motorists in, about, or upon public streets and highways, and the public right of way generally, so as to minimize any dangerous conditions caused by illegal motor vehicle speed contests, exhibitions of speed, and side

shows, and to curb criminal or other dangerous activity that poses a risk to the public's health, safety, welfare; and

WHEREAS, the City Council now desires to amend the Municipal Code by adopting an ordinance to further regulate speed contests, exhibitions of speed, and side shows, by authorizing civil forfeiture, and where available, equitable sharing consistent with SB 443.

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

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

SECTION 2. Section 4-8.407, Article 4, Chapter 8, Title 4 of the Yuba City Municipal Code is amended in its entirety to read as follows:

Sec. 4-8.407. - Motor vehicle speed contests, exhibitions of speed, and sideshows.

(a) *Findings and purpose.* The streets within the City have been the site of continuing and escalating illegal street races, exhibitions of speed, and automobile performance demonstrations and other activities known as "side shows" over the past several years despite asserted efforts of law enforcement agencies to prevent and otherwise abate these illegal activities through the enforcement of existing traffic laws and the City's code. Such illegal motor vehicle speed contests, exhibitions of speed, and side shows constitute a nuisance, create potential hazards to the health and safety of the public, and interfere with pedestrian and vehicular traffic within the City. Illegal motor vehicle speed contests, exhibitions of speed, and side shows are fueled by the presence of spectators and create an environment in which these, as well as other, illegal activities can flourish.

Additionally, illegal motor vehicle speed contests, exhibitions of speed, and side shows cause considerable damage to streets and other property in the City, often requiring expenditure of public funds to make necessary repairs.

Therefore, the intent and purpose of this section is to discourage illegal motor vehicle speed contests, exhibitions of speed, side shows, and the presence of spectators by declaring such activities, and the instruments for carrying them out, as nuisances. This chapter targets a very clear and limited population and gives prior notice to residents and visitors as to what activities are lawful and what activities are unlawful. In discouraging spectators, the act of organizing and participating in illegal street races, exhibitions of speed, and sideshows, will be discouraged. In authorizing seizure and civil forfeiture of vehicles used in motor vehicle speed contests, exhibitions of speed, and sideshows, the act of organizing and participating in illegal streets races, exhibitions of speed, and sideshows, will be discouraged.

This ordinance is not intended to preempt state law governing the regulation of speed contests, exhibitions of speed, or side shows, but rather compliment such laws by prohibiting spectators at such events, and providing for civil forfeiture of vehicles used in furtherance of these illegal activities.

(b) *Definitions.* For purposes of this chapter, the following definitions shall apply, except where the context clearly indicates a different meaning:

"Motor vehicle" shall have the same definition as Section 670 of the California Vehicle Code, and shall include, without limitation, any automobile, racing car, motorcycle, motorized scooter, or other self-propelled vehicle, whether or not the same is licensed by the State to operate on public streets.

"Motor vehicle speed contest" shall have the same definition as Section 23109(a) of the California Vehicle Code, and shall include any race, speed, or other contest involving one or more motor vehicles, or in which a motor vehicle is timed for operation over a measured distance, and includes exhibitions of speed.

"Preparations" means those preparations for the illegal motor vehicle speed contest or exhibition of speed, including, but not limited to, situations in which:

1. A group of vehicles or individuals has arrived at a location for the purpose of participating in or being spectators at the event;
2. A group of individuals has lined one or both sides of a public street or highway for the purpose of participating in or being a spectator at the events;
3. A group of individuals has gathered on private property open to the general public without the consent of the owner, operator, or agent thereof for the purpose of participating in or being a spectator at the event;
4. One or more individuals has impeded the free public use of a public street or highway by actions, words, or physical barriers for the purpose of conducting the event;
5. Two or more vehicles have lined up with motors running for an illegal motor vehicle speed contest or exhibition of speed;
6. One or more drivers is revving his or her engine or spinning his or her tires in preparation for the event; or
7. An individual is stationed at or near one or more motor vehicles serving as a race starter.

"Side show" shall have the same definition as Section 23109(i), and shall include any motor vehicle performance demonstration that is not otherwise a motor vehicle race.

"Spectator" means any individual who is present at an illegal motor vehicle speed contest, exhibition of speed, or sideshow, or at a location where preparations are being made for such activities, for the purpose of viewing, observing, watching, or witnessing the event as it progresses. The term "spectator" includes any individual at the location of the event without regard to whether the individual arrived at the event by driving a vehicle, riding as a passenger in a vehicle, walking, or arriving by some other means.

(c) *Unlawful conduct prohibited; nuisance declared.* It is unlawful for any person to operate, conduct, maintain, promote, participate, engage in, or be a spectator at any motor vehicle speed contest or side show within the City, unless such activity is expressly allowed by City permit or occurs in a facility permitted for such activity. Such conduct constitutes and may be prosecuted as a misdemeanor for criminal enforcement purposes.

(d) *Vehicles in furtherance of violation; nuisance declared.* Any motor vehicle used in furtherance of a motor vehicle speed contest or side show is declared to be a nuisance. Any motor vehicle present during preparations for a motor vehicle speed contest or side show intended for use in such an event is declared to be a nuisance. Declaration of this nuisance is made in accordance with the authority granted to the City in California Government Code Section 38771, and as amended from time to time.

(e) *Violations; administrative citation*

1. Any person who participates in a motor vehicle speed contest or side show on a public street, highway, or property, or on private property open to the general public without the consent of the owner, operator, or agent thereof, violates this section.

2. Any person who is knowingly present as a spectator of a vehicle speed contest or side show on a public street, highway, or on private property open to the general public without the consent of the owner, operator, or agent thereof during such event, or when and where preparations are being made for such events, violates this section.

3. Law enforcement shall also have the authority to issue an administrative citation for any violation of this section.

4. An individual is present at the illegal motor vehicle speed contest or sideshow, or during preparations therefore, if that individual is within 500 feet of the location of the event, or within 500 feet of the location where preparations are being made for the event, with the intent to take part therein or otherwise be a spectator therefor.

5. Nothing in this Section prohibits law enforcement officers or their agents from being spectators at illegal motor vehicle speed contests or sideshows in the course of their official duties.

(f) *Violations; nuisance abatement; nonexclusive remedy.* Any violation of this section constitutes a nuisance subject to abatement in accordance with this Chapter, or pursuant to any other administrative, civil, and/or criminal remedy the City may elect. Enforcement under this Chapter is not the exclusive remedy or penalty for violations, but rather supplements and is in addition to any other applicable local, state, or federal law.

(g) *Enforcement costs; attorney's fees.* In any action to abate a nuisance under this section, if the City is the prevailing party in any administrative, civil, and/or criminal

action, it will seek recovery of enforcement costs, including attorney's fees and costs, as permitted by law.

(h) *Impounding and forfeiture of nuisance vehicles.* A motor vehicle used in connection with a violation of this section is declared as a nuisance, may be impounded, and may be subject to forfeiture as set forth in this Section.

(i) *Impound Procedure.* The Chief of Police or their designee shall adopt or promulgate procedures for any impound of a motor vehicle carried out under this Section. Such procedures shall include provisions for the holding of motor vehicles impounded pursuant to this section and held as evidence in any proceeding brought by the City Attorney or District Attorney.

(j) *Forfeiture; notice of intended forfeiture of motor vehicle.*

(1) The Chief of Police or their designee may make a determination of whether a motor vehicle impounded pursuant to this section shall be subject to forfeiture as a nuisance abatement measure. Such a determination shall be made in writing and based upon articulable factual circumstances demonstrating that not forfeiting the impounded vehicle is reasonably likely to cause or contribute to a future violation of this section. All police department reporting made in connection with the initial impound of the subject motor vehicle shall be prima facie evidence to support the impound, however, the Chief of Police or their designee shall bear the initial burden of demonstrating the factual basis for forfeiture.

(2) Written notice of the determination of intended forfeiture shall be served on the registered owner(s), the operator or person with apparent custody of the motor vehicle at the time of impound, and any lien holder for the motor vehicle. Written notice shall be by certified mail, return receipt requested, and shall be effective upon deposit in the mail. If a recipient refuses delivery, refuses return receipt, or is intentionally not otherwise available, service may be accomplished by personal service, with the costs of such personal service to be charged to the party avoiding service, which shall be payable to the City immediately, and in any event, no later than the due date for submission of a timely appeal, regardless of whether an appeal is requested. Any cost for personal service still owing and due thereafter shall be a debt owed to the City, subject to collection under this code or other law for the collection of debts.

(k) *Appeal of forfeiture determination.* Any recipient of the notice of determination from the Chief of Police or their designee may appeal the determination by submitting a request for appeal in writing, along with an appeal fee as set by the City's fee schedule, to the City Clerk, within 10 days of the date of notice of determination. If the appeal and appeal fee are not received within the appeal period, any potentially appealing party will be deemed to have failed to exhaust their administrative remedies, and the determination of the Chief of Police shall become a final administrative determination and order for forfeiture. Appeals must include detailed factual information as to why the determination of intended forfeiture was incorrectly reached.

(l) *Appeal; independent hearing officer.*

(1) If a timely appeal and fee are presented, an appeal hearing shall be scheduled before an independent hearing officer within 30 days of the date the timely appeal and fee are received by the City. The appeal period may be extended by mutual written agreement.

(2) The hearing officer shall consider all documents relied upon by the Chief of Police or their designee in reaching the determination of intended forfeiture, the notice of intended forfeiture, any timely appeal(s), and any additional information or testimony provided at the appeal hearing. At least 5 days prior to the appeal hearing, the appealing party shall be provided with a copy of all written information provided to the hearing officer.

(3) The appealing party shall have the opportunity to present additional documents and witnesses and evidence in support of their appeal. If presenting additional documents and evidence, the appealing party must provide a copy to the hearing officer and to the Chief of Police or their designee.

(4) An appealing party may elect to have legal counsel present to assist with presentation of the appeal. Any failure by any appealing party to have legal counsel present shall constitute a waiver of any right to legal counsel, if any.

(5) The Chief of Police or their designee may have an attorney from the City Attorney's office present to assist with opposing the appeal.

(6) The appeal hearing shall be informal and will not be subject to the formal rules of evidence. The hearing officer shall not have the power to consider any motion made pursuant to Evidence Code section 1043, et seq.

(7) The hearing may be recorded. Anyone requesting a copy of the recording shall bear their own costs for the copy requested. Any appealing party may provide a certified shorthand reporter at the appeal hearing at their own cost for purposes of creating a transcript of the appeal hearing. Anyone requesting a transcript of proceedings prepared by a certified shorthand reporter shall bear their own costs.

(8) The hearing officer may continue the hearing and request additional information from either party prior to issuing a written decision.

(9) After considering all of the evidence and testimony submitted during the appeal hearing, the hearing officer shall issue a written decision and determination within 10 days of the hearing to uphold or deny the determination of intended forfeiture. The written decision of the hearing officer shall include the reasoning and factual basis for the decision and shall be final upon issuance.

(a) If the hearing officer upholds the determination of intended forfeiture, the Chief of Police or their designee may proceed with any of the forfeiture methods provided in this section.

(b) If the hearing officer overturns the determination of intended forfeiture, the subject motor vehicle shall not be forfeited, and the appealing party may

contact the Police Department to arrange for release of impounded motor vehicle. Any successful appeal does not relieve the appealing party from payment of all fees, fines, costs, and penalties that may be associated with the motor vehicle impound. The successful appealing party shall be entitled to a refund of the appeal fee. A successful appeal does not constitute a finding that the appealing party was a prevailing party for purposes of recovery of attorney's fees and costs.

(m) *Administrative forfeiture.* If no timely appeal and appeal fee are received, the Chief of Police or their designee shall provide a notice of administrative forfeiture for the subject motor vehicle by certified mail within 10 days after the appeal period. The notice of administrative forfeiture shall provide all relevant information for the subject motor vehicle to effectuate a change in ownership under current California Department of Motor Vehicles regulations. A notarized copy of the notice of administrative forfeiture under this section shall be deemed good and sufficient evidence of title to the forfeited vehicle in favor of the City.

(n) *Appeal of hearing officer determination.* Any party to an appeal hearing may appeal the decision of the hearing officer in accordance with Government Code section 53069.4. The prevailing party in any such appeal shall be the prevailing party for purposes of recovery of attorney's fees and costs.

(o) *Payment of fines, fees, penalties, and charges.* All towing and storage charges, fines, fees, penalties, and/or any other administrative costs authorized pursuant to California Vehicle Code section 22850.5 and this code, must be paid, regardless of appeal outcome, unless otherwise excused, waived, or released by the city.

(p) *Motor vehicle title vesting in the city.* All right, title, and interest in the subject motor vehicle shall vest in the City upon the expiration of the time to appeal if a timely appeal and appeal fee are not received; upon expiration of the time set forth in California Government Code section 53069.4 or upon expiration of the time set forth in California Code of Civil Procedure section 1094.6 for any decision made by the hearing officer on a timely appeal.

(q) *Sale of forfeited vehicle after final determination of forfeiture.* Any motor vehicle for which a final determination of forfeiture has been made pursuant to this section or court order may be sold.

(r) *Disposition of low-value vehicles.* If the Chief of Police or designee determines that a motor vehicle subject to a final determination of forfeiture is of so little value that it cannot be readily sold to the public generally, the vehicle may instead be conveyed to a licensed dismantler or donated to a reputable charitable organization. License plates shall be removed from any motor vehicle conveyed to a dismantler pursuant to this Section.

(s) *Distribution of sale proceeds.*

(1) The proceeds of a sale of a forfeited motor vehicle shall be disposed of in the following priority:

(A) To satisfy the towing, storage and administrative costs following impoundment, the costs of providing notice required in this section, the costs of sale, and the unfunded costs of judicial proceedings, if any; then

(B) To satisfy City legal expenditures, made or incurred by the City Attorney's Office in connection with the enforcement of this section, including, but not limited to, costs for investigation, litigation, and notices resulting from enforcement of this section; then

(C) To local law enforcement for all expenditures, other than personnel costs, made or incurred in connection with enforcement of this section, including, but not limited to, costs for equipment, investigation, and supplies related to enforcement; provided, however, that any overtime costs incurred by local law enforcement resulting from such enforcement of this section will be reimbursed to the corresponding City account; then

(D) To the City for all expenditures incurred by the Public Works Department for the necessary repairs to any public streets or intersections damaged as a result of the activities proscribed by this Section; then

(E) Upon satisfactory proof to the Director of Finance, to the legal owner or primary lien holder in an amount to satisfy the indebtedness owed and remaining as of the date of sale, excluding any accrued interest or finance charges and delinquency charges, providing that the principal indebtedness was incurred prior to the date of impoundment; then

(F) to the City's general fund.

(t) *Destruction of forfeited motor vehicles.* A vehicle may be destroyed only if the condition of the vehicle warrants destruction and there are no lien holders or claimants who did not know that the vehicle was used for a purpose that constitutes a violation of this Section.

(u) *Prohibition of transfer of forfeited motor vehicles to specified parties.* A forfeited vehicle shall not be sold to any person who has violated this Section in the past 5 years or their immediate household. Any person who knowingly facilitates any kind of transfer of right, title, or possession of a motor vehicle forfeited under this Section to any person who has violated this section in the past 5 years or their immediate household is guilty of a misdemeanor.

(v) *Accounting of sale proceeds.* The Police Department shall maintain records of all proceeds of sales of forfeited motor vehicles under this Section according to the City records retention policy in effect at the time of the sale.

(w) *Stolen vehicles.* The forfeiture provisions of this Section shall not apply to impounded motor vehicles that had been reported stolen prior to the date of impound.

(x) *Equitable sharing.* Noting in this Section precludes the use of equitable sharing in accordance with SB 443, as applicable.

SECTION 3: SEVERABILITY. If any article, section, sentence, clause or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of this ordinance. The Council hereby declares that it would have adopted this ordinance and adopted each article, section, sentence, clause or phrase thereof, irrespective of the fact that any one or more articles, sections, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

SECTION 4: EFFECTIVE DATE. This ordinance shall take effect and be in full force and effect from and after thirty (30) calendar days after its final passage and adoption. Within fifteen (15) calendar days after its adoption, the ordinance, or a summary of the ordinance, shall be published once in a newspaper of general circulation.

Introduced and read at a regular meeting of the City Council of the City of Yuba City on the 15 day of August, 2023, and passed and adopted at a regular meeting held on the 5th day of September, 2023.

AYES:

NOES:

ABSENT:

ABSTAIN:

Wade Kirchner, Mayor
City of Yuba City

ATTEST:

APPROVED AS TO FORM:

Ciara Wakefield, Deputy City Clerk

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

CITY OF YUBA CITY
STAFF REPORT

Date: September 5, 2023
To: Honorable Mayor & Members of the City Council;
From: Fire Department
Presentation By: Jesse Alexander, Fire Chief

Summary

Subject: Special Event Permit Application Process and Event Fees

Recommendation: A. Conduct a Public Hearing and after consideration;

B. Adopt a Resolution approving a Special Event Permit process and amending the schedule of fees and charges for City services related to the same

Fiscal Impact: The City's User Fee Schedule is proposed to be updated to allow for cost recovery for services provided. A deposit will be required with the application submission to allow recovery for permit violations, if any, and will be refunded if there are no violations.

Purpose:

To create a formalized permit application for special events and to allow for cost recovery and enforcement of the same.

Council's Strategic Goal:

Implementing a Special Event Permit Application supports the Council's goal of Public Safety.

Background:

The City does not have a formalized special event permitting process, though there are many special events programmed throughout the year ranging from just a few participants to thousands of participants. Currently, event planners may contact the City about a special event, in which they may be directed to contact multiple departments for authorization, depending on the size and scope of the event. For large events, like the annual Sikh Parade, the Police Department and Fire Department take the lead roles for the City to coordinate with other agencies with jurisdiction. Also, despite best intentions, there are times when things are changed at the last minute or paperwork is not submitted on time to the City, which can impact the City's ability to respond to an emergency situation effectively or to include more specific conditions to further reduce the risk of the same.

Nationwide, multiple tragic stories of incidents have occurred at special events over the last few years. As the size and number of special events grow, so does the risk of a tragedy.

To further protect public health, safety, and welfare, staff are proposing to formalize and update the City's

standards related to special events by approving a Special Event Permit process. In this regard, a special event permit process should provide for the following:

- Consistency
- Clarity
- Planning
- Multi-Agency Coordination
- Establishing and Controlling Liability

Over the last few months, staff attended training and researched the special event permit processes for other agencies to develop a proposed Special Event Permit process for Yuba City.

Analysis:

Under the proposed Special Event Permit process, a Special Event Permit Application is required when an organized activity is conducted at any City park, City building, City street, or other City facilities (public property) when the public is invited or admitted with a common purpose for any one or more of the following:

- Fee charged or money collected
- Alcohol and/or food to be sold
- The location is used beyond the normal capacity or typical range of uses
- Activity on a street or other public place is impacted in a manner that disrupts normal or usual traffic patterns, regulations, or traffic controls

Under the proposed Special Event Permit process, events will be broken down into two tiers based on the anticipated number of participants.

<u>Anticipated Participants</u>	<u>Tier</u>
1,000-24,999 people	Tier II Event
25,000 people or greater	Tier I Event

With the tier concept, application submission dates, City review timelines, and liability insurance minimums will be different. Also, the permit application will be broken into modules with a screening questionnaire so that applicants only need to fill out the necessary modules for their event. The screening questionnaire and modules will address the following:

- Food & Product Concessions
- Alcohol Management Plan
- Street Closures
- Tents/Canopies/Temporary Structures
- Entertainment/Amplified Sound
- Fencing
- Marketing/Advertising/Promotion
- Stages/Platforms
- Portable Restrooms
- Safety & Security
- Site Plan
- Waste Management & Recycling

Due to the nature and complexity of special events, the following are proposed changes to the City's Master Fee schedule:

- I. Add YCFD Fees - Personnel/Equipment at Actual Cost per OES Rates for both Tiered events.
- II. Add YCPW Fees - Personnel/Equipment at Actual Costs for both Tiered events.
- III. Add Application Deposit Tier II: \$500 Tier I: \$1,000 (Deposit forfeited for egregious and/or multiple permit violations.)
- IV. Add Late Processing Fee Tier II: \$150 Tier I: \$250

The City's actual costs are defined by the following:

Personnel:

- Personnel assigned to an event that requires work in excess of their normal work schedule and not part of their normal staffing assignment.
- Personnel requested off-duty to assist with mitigating an incident at the event.

Vehicle/Apparatus:

- Tier II Event: Vehicle/Apparatus costs are waived unless the nature of the event requires that a specific vehicle/apparatus is pre-identified with the event coordinator.
- Tier I Event; Vehicle/Apparatus utilized by Actual Cost personnel will be calculated at the full freight cost for Police and Public Works and OES (Office of Emergency Service) rates for Fire Apparatus.

To provide a complete picture of costs to the City Council, the attached resolution also include existing fees for certain Special Event Permits involving fireworks, assembly permits, zone clearances, SB 1186 (disability access), and related items.

Fiscal Impact:

The City's User Fee Schedule is proposed to be updated to allow for cost recovery for services provided. A deposit will be required with the application submission to allow recovery for permit violations, if any, and will be refunded if there are no violations.

Alternatives:

1. Modify the proposed Special Event Permit process and associated fees and direct staff to return to the Council for further consideration.
2. Do not implement a Special Event Permit process and direct staff to continue with the current practice for special events.

Recommendation:

A. Conduct a Public Hearing and after consideration;

B. Adopt a Resolution approving a Special Event Permit process and amending the schedule of fees and charges for City services related to the same

Attachments:

1. Special Event Application
2. Special Event and Fee Schedule Resolution

Prepared By:

Jesse Alexander
Fire Chief

Submitted By:

Diana Langley
City Manager

ATTACHMENT 1

City of Yuba City

Special Event Application



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CITY OF YUBA CITY SPECIAL EVENT INFORMATION

Large special events often require City issued permits and other requirements to ensure the safety of participants and to minimize impacts on the surrounding neighborhoods. This application has been developed to help facilitate the planning of your special event. This application is also intended to help you understand the City's permitting process and the deadlines for submitting required documents.

Special Event Process

Planning a special event begins when a Special Event Permit Application is submitted on time and with payment. A Special Event Permit Application is required when an organized activity is conducted at any City park, City building, City street, or other City facilities (public property) when the public is invited or admitted with a common purpose for any one or more of the following:

- Fee charged or money collected
- Alcohol and/or food to be sold
- City facilities will be closed to general use by the public or use by the general public is denied in part or in whole.
- The location is used beyond the normal capacity or typical range of uses.
- Activity on a street or other public place is impacted in a manner that disrupts normal or usual traffic patterns, regulations, or controls.

The submission of a **Special Event Permit Application** does not constitute approval of your special event. The application must be submitted by the established deadlines listed below, based upon anticipated participants, prior to your event in order to have adequate time to distribute to City departments for their review and/or approval.

Anticipated Participants

1,000-24,999 people

25,000 people or greater

Tier

Tier II Event

Tier I Event

Application Submission

No less than 90 days prior to the event

No less than 120 days prior to the event

Special Event Permit Applications that are conditionally approved will provide the applicant with specific information on any applicable fees for required services and/or any additional conditions of use.

Payment of fees for any additional services required by the City must be made before the City will issue a Special Event Permit. The applicant shall ensure the Permit is available on-site throughout the duration of the entire event.

Payment of the Special Event fee and application deposit are due when the application is initially submitted. The City will review your application and either approve, conditionally approve, or deny the application:

- **within 45 days of receipt of a Tier II event**
- **within 60 days of receipt of a Tier I event**

The City may cancel the event(s) described herein if in the City's sole discretion, circumstances beyond its control including but not limited to acts of state and/or federal government, earthquakes, epidemics, pandemics, fires, floods, unusual weather conditions, incidents that result in a fatality, Mass Casualty Incident (MCI), public safety power shutoffs (PSPS) or riots that necessitate such a cancellation. The City shall provide notice of cancellation under this provision as soon as is practicable and will provide a refund of any costs, if applicable.

The City will cancel your permit if any of the following occurs:

- The application is found to contain false or misleading information.
- The proposed use would be detrimental to the health, safety, general welfare, or efficient operation of the City facility.
- Should any individual, group, member, or guest willfully or through gross negligence, mistreat the staff, equipment, facility, or violate any federal, state, or local law, ordinance, or resolution.
- Failure to make rental payment or obtain permits or insurance by required due dates.
- If applicant defaults on or has not completed all conditions and requirements for use of the facility or roadway closure.
- Insufficient notice: Staff not able to be scheduled, park area not able to be prepared, or other conditions cannot be completed in the time between the date of request and the date of proposed event.

The event permit fee and application deposit will be forfeited if the event is canceled due to the applicant's negligence, faulty or inaccurate information, and/or failure to comply with the agreement or requirements of the application.

The application deposit is fully refundable; however, said deposit will be forfeited for any egregious and/or multiple permit violations.

ACCESSIBILITY / ADA COMPLIANCE

Event organizers are required to comply with all Federal, State, County, and City accessibility laws (ADA). All event venues, structures and activities shall be accessible to persons with disabilities. If a portion of your event cannot be made accessible, an alternate area must be provided with the same activities that are in an inaccessible area. This area must include signage indicating that it is an ADA accessible area.

You need to consider access to the following as you plan your event:

- First Aid
- Information Center
- Parking
- Paths of Travel (to and from and inside event)
- Restrooms (see "Restrooms" for requirements)
- Seating
- Signage
- Drinking Fountains
- Telephones
- Transportation
- Access to vendors (food/beverage/merchandise and information)

If all areas are not accessible, directional signage or a map or program must be provided to attendees indicating the location of accessible restrooms, parking, drinking fountains, phones, etc.

Compliance with all Federal, State, County, and City accessibility laws shall be the sole responsibility of the applicant.

For more information about the Americans with Disabilities Act and compliance at events please visit www.ada.gov.

INSURANCE CERTIFICATION REQUIREMENT

As a condition of use your organization must provide, at your sole expense, proof of insurance coverage including the required Additional Endorsement within 30 days prior to the start of your event/program. Insurance coverage and the Additional Endorsement shall be subject to approval by the City of Yuba City as to form and as to insurance company.

Proof of insurance comprised of certificates of insurance and original endorsements of **comprehensive general liability insurance** written by one or more responsible insurance companies licensed to do business in California must include:

1. Name the **City of Yuba City, its officials, officers, directors, employees, agents and volunteers** as **additional insured** against liability for injury to persons, damage to property and for the death of a person or persons arising or resulting from any act or omission on the part of your organization, its agents or employees.

2. Include liability coverage for claims made by participants of your event/program. You are advised that any and all **exclusions** pertaining to athletic or recreational events/programs must be disclosed in the endorsement and failure to do so will not necessarily insulate your organization from individual liability for claims made as a result of the use of the facilities and your event/program.

3. Be **PRIMARY** insurance with respect to the additional insured named above. Any other insurance available to the **City of Yuba City, its officials, officers, directors, employees, agents and volunteers shall** be excess and noncontributing.

4. Tier II Event:

The comprehensive **general liability insurance policy** limits of such insurance shall not be less than **\$4,000,000 per occurrence for bodily injury, personal injury and property damage**. All events/rentals that include the consumption of alcohol must include **Liquor Liability** coverage with the minimum **\$4,000,000 per occurrence**. Any deductible or self-insured retentions must be identified and approved by the City. In the event the deductible is deemed to be too great, the City may require you to have your insurer eliminate the deductible or reduce it.

Tier I Event:

The comprehensive **general liability insurance policy** limits of such insurance shall not be less than **\$6,000,000 per occurrence for bodily injury, personal injury and property damage**. All events/rentals that include the consumption of alcohol must include **Liquor Liability** coverage with the minimum **\$6,000,000 per occurrence**. Any deductible or self-insured retentions must be identified and approved by the City. In the event the deductible is deemed to be too great, the City may require you to have your insurer eliminate the deductible or reduce it.

5. Fireworks vendors must carry a minimum of \$5,000,000 in general liability coverage and name the **City of Yuba City, its officials, officers, directors, employees, agents and volunteers** as **additional insured** against liability for injury to persons, damage to property and for the death of a person or persons arising or resulting from any act or omission on the part of your organization, its agents or employees.

6. You must satisfy these requirements by furnishing the City with certificates of insurance and original endorsements affecting the required coverage. The certificates and endorsements are to be on ISO-approved forms. The City will not accept a Certificate of Insurance alone as proof of insurance coverage. The original endorsement must specifically list the following:

"The City of Yuba City, its officials, officers, directors, employees, agents, and volunteers are additionally insured against liability for injury to persons, damage to property and for the death of a person or persons arising or resulting from any act or omission on the part of your organization, its agents or employees. **This insurance is primary with respect to the additional insured.** Any other insurance available to the City of Yuba City, its officials, officers, directors, employees, agents, and volunteers shall be excess and noncontributing."

You are strongly urged to show this Notice of Conditions (including the precise wording of these requirements) to your insurance agent or broker to assist you, your agent, and the City process the proper documents in a timelier manner.

The insurer waives all rights of subrogation against the City, its elected or appointed officers, officials, employees or agents.

If you are not able to obtain this insurance on your own you may be able to purchase insurance through the City's insurance carrier. Please ask your city staff point-of-contact to request a quote.

Your signature below indicates your receipt and understanding of each of the conditions listed above:

Printed Name of Authorized Representative: _____ Title (if applicable): _____

Signature of Authorized Representative: _____ Date: _____

Name of Group/Organization (if applicable): _____



SPECIAL EVENT PERMIT APPLICATION

EVENT SCREENING QUESTIONNAIRE

The following questions will determine the correct application supplements that will be required for your event to be fully permitted. Any permit or license may be revoked if there has been a misrepresentation in the permit application. If you answer "yes" to any questions next to a supplement, that supplement must be submitted with this application.

Sales

Does your event include any vendors? ☐ Yes ☐ No Module A
 Will any alcohol be sold at your event? ☐ Yes ☐ No Module B

Streets/Traffic

Will your event require the closure of a street? ☐ Yes ☐ No Module C
 Will your event delay or alter the movement of traffic on any street, highway, sidewalk, public parking lot, or alley? ☐ Yes ☐ No Module C

Tents

Will your event include tents or canopies? ☐ Yes ☐ No Module D

Amplified Sound

Will your event include amplified sound? ☐ Yes ☐ No Module E

Fencing

Will your event include the installation of fencing? ☐ Yes ☐ No Module F

Marketing

Will you market, advertise, or promote your event? ☐ Yes ☐ No Module G
 Will affected residents need to be notified? ☐ Yes ☐ No Module G

Stages

Will your event include the installation of stages or platforms? ☐ Yes ☐ No Module H

Portable Restrooms

Will your event have over 1,000 people? ☐ Yes ☐ No Module I

Safety/Security

Do you anticipate having the need for event security to assist you with crowd control and/or traffic control (dependent upon crowd and traffic control)? ☐ Yes ☐ No Module J

Site Plan

All events are required to have a complete site plan submitted with application. Module K

Waste Management

All events are required to have a waste management plan. Module L



SPECIAL EVENT PERMIT APPLICATION

MASTER APPLICATION

Event Information

Event Name:

Event Location:

Number of Expected Attendees:

Event Set Up Date:

Time:

☐ AM

☐ PM

Event End Date:

Time:

☐ AM

☐ PM

Event Break Down Date:

Time:

☐ AM

☐ PM

Event Description: Provide a narrative description of the full scope of your event with as much detail as possible in the box below.

Applicant Information

Name:

Phone:

Company or Organization Name (If Applicable)

Mailing Address:

City:

State:

Zip Code:

Email:

Primary Contact Information

Same as Applicant: ☐

Name:

Phone:

Mailing Address:

City:

State:

Zip Code:

Email:

Location Owner Information

Same as Applicant: ☐

Name:

Phone:

Mailing Address:

City:

State:

Zip Code:

Email:

Acknowledgments:

I certify that the above information is true and correct to the best of my knowledge. I understand that the City of Yuba City is authorized to suspend or revoke a permit or license issued under the provisions of its Municipal Code wherever a permit or license is issued in error or on the basis of incorrect, inaccurate or any false statement or misrepresentation, or in violation of any ordinance or regulation or any of the provisions of the City of Yuba City Municipal Code. The applicant agrees to defend and hold harmless the City from any expense or liability arising from the applicant's non-compliance.

Applicant Signature:

Date:

City of Yuba City
Special Event Permit Application Fee Schedule

Fee/Deposit Type	Tier II	Tier I
Special Event Fee	\$87 (per day)	\$87 (per day)
YCPD Fees – Personnel/Equipment	Actual Costs	Actual Costs
YCFD Fees – Personnel/Equipment	Actual Costs per OES Rates	Actual Costs per OES Rates
YCPW Fees – Personnel/Equipment	Actual Costs	Actual Costs
Fire Prevention – Fireworks Permit	\$465	\$465
Fire Prevention- Assembly Permit	\$198	\$198
Application Deposit *	\$500	\$1,000
Late Processing Fee	\$150	\$250
Cancellation Within 10 Days	No Refund	No Refund
Cancellation Within 11 to 60 Days	Full Refund	No Refund
Fire Prevention – Fire, Life, Safety/Excessive Inspection	Actual Costs (Min ½ per Inspection)	Actual Costs (Min ½ per Inspection)
Zoning Clearance	\$54.62	\$54.62
SB 1186 Fee	\$4	\$4

An application Deposit may be used to satisfy violations of permit violations or other fines and penalties authorized by local or State law.

MODULE A: FOOD & PRODUCT CONCESSIONS (VENDORS)

A “vendor” is defined as an organization or business that sells or advertises products/or services to event attendees.

Generally, there are three (3) categories of vendors: 1) food/ beverage, 2) merchandise and 3) information. A City of Yuba City business license is required for vendors who wish to sell, expose for sale, or offer for sale any food/beverage or merchandise in the City of Yuba City. You should require each vendor to provide you, the event organizer, with a copy of their City of Yuba City Business License and general liability insurance.

Attached is the Mobile Food Vendor Checklist. Please review the checklist for any applicable items that apply to your event.

Have you reviewed the Mobile Food Vendor Checklist? ☐ Yes ☐ No

Does your event include food vendors? ☐ Yes ☐ No How many? _____

A Sutter County Health permit may be required from the Sutter County Health Department. Please contact the Sutter County Health Department at (530) 822-7215 for more information

What method(s) will be used? (check all that apply) ☐ Gas ☐ Electric ☐ Charcoal ☐ Other

What is your plan for disposing of grease, charcoal and/ or waste water?

Does your event include merchandise vendors? ☐ Yes ☐ No How many? _____

Contact the [State Board of Equalization](#) at (916) 445-2918 to determine the requirements necessary as the Event sponsor.

Vendors who plan on selling products and/or services may be required to have a valid California seller's permit, and as the event sponsor, you may be required to maintain a record of each vendor's permit number. More detailed information on Special Event seller's permit requirements may be found online at the State of California Board of Equalization's web site: www.boe.ca.gov

Does your event include information vendors? ☐ Yes ☐ No How many? _____

Will any items or services sold at your event present any unique liability issues?

(massage, pony rides, tattooing/piercing, etc.)

☐ Yes ☐ No

If yes, explain:

A complete listing of all vendors may be required prior to the event date. The listing must include the vendor(s) business name, address, city, state, zip code, telephone number, business license number California seller's permit number.

Mobile Food Vendor Safety Checklist (continued)

General Safety Checklist

- ☐ Obtain license or permit from the local authorities. (G1)
- ☐ Ensure there is no public seating within the mobile food truck. (G2)
- ☐ Check that there is a clearance of at least 10 ft away from buildings, structures, vehicles, and any combustible materials. [96:17.2] (G3)
- ☐ Verify fire department vehicular access is provided for fire lanes and access roads. (G4)
- ☐ Ensure clearance is provided for the fire department to access fire hydrants and access fire department connections. (G5)
- ☐ Check that appliances using combustible media are protected by an approved fire extinguishing system. [96:10.1.2] (G6)
- ☐ Verify portable fire extinguishers have been selected and installed in kitchen cooking areas in accordance with NFPA 10. [96:10.9] (G7)
- ☐ Where cooking appliances that use solid fuel, such as charcoal or wood, produce grease-laden vapors, make sure the appliances are protected by listed fire-extinguishing equipment. [96:15.7.1] (G7b)
- ☐ Ensure that workers are trained in the following: [96:17.10] (G8)
 - ☐ Proper use of portable fire extinguishers and extinguishing systems [96:17.10.1(1)] (G8a)
 - ☐ Proper method of shutting off fuel sources [96:17.10.1(2)] (G8b)
 - ☐ Proper procedure for notifying the local fire department [96:17.10.1(1)] (G8c)
 - ☐ Proper procedure for how to perform simple leak test on gas connections [96:17.10.1(5)] (G8d)

Fuel & Power Sources Checklist

- ☐ Ensure that all electrical appliances, fixtures, equipment, and wiring complies with the NFPA 70®. [96:17.8.1] (F5)
- ☐ Ensure that refueling is conducted only during non-operating hours. [96:B.18.3] (F1b)
- ☐ Check that any engine-driven source of power is separated from the public by barriers, such as physical guards, fencing, or enclosures. [96:B.16.2.2] (F2)
- ☐ Ensure that any engine-driven source of power is shut down prior to refueling from a portable container. (F3)
- ☐ Check that surfaces of engine-driven source of power are cool to the touch prior to refueling from a portable container. (F3a)
- ☐ Verify that fuel tanks are filled to the capacity needed for uninterrupted operation during normal operating hours. (F1a)
- ☐ Make sure that exhaust from engine-driven source of power complies with the following: (F4)
 - ☐ At least 12 ft in all directions from openings and air intakes [96:17.5.2.3(1)] (F4a)
 - ☐ At least 12 ft from every means of egress [96:B.13] (F4b)
 - ☐ Directed away from all buildings [96:17.5.2.3(2)] (F4c)
 - ☐ Directed away from all other cooking vehicles and operations [96:17.5.2.3(3)] (F4d)

Mobile Food Vendor Safety Checklist (continued)

Propane System Integrity Checklist

- ☐ Check that the main shutoff valve on all gas containers is readily accessible. [58:6.26.4.1(3)] (P1)
- ☐ Ensure that portable gas containers are in the upright position and secured to prevent tipping over. [58:6.26.3.4] (P2)
- ☐ Inspect gas systems prior to each use. [96:17.7.2.3] (P3)
- ☐ Perform leak testing on all new gas connections of the gas system. [58:6.16; 58:6.17] (P4)
- ☐ Perform leak testing on all gas connections affected by replacement of an exchangeable container. [58:6.16; 58:6.17] (P5)
- ☐ Document leak testing and make documentation available for review by the authorized official. [58:6.26.5.1(M)] (P6)
- ☐ Ensure that on gas system piping, a flexible connector is installed between the regulator outlet and the fixed piping system. [58:6.26.5.1(B)] (P7)
- ☐ Where a gas detection system is installed, ensure that it is tested monthly. [96:17.7.2.2] (P8)

Operational Safety Checklist

- ☐ Do not leave cooking equipment unattended while it is still hot. (This is the leading cause of home structure fires and home fire injuries.) (OA)
- ☐ Operate cooking equipment only when all windows, service hatches, and ventilation sources are fully opened. [96:12.1.1] (OB)
- ☐ Close gas supply piping valves and gas container valves when equipment is not in use. [58:6.26.8.3] (OC)
- ☐ Keep cooking equipment, including the cooking ventilation system, clean by regularly removing grease. [96:12.4] (OD)

Solid Fuel Checklist (Where Wood, Charcoal, or Other Solid Fuel Is Used)

- ☐ Fuel is not stored above any heat-producing appliance or vent. [96:15.9.2.2] (SA)
- ☐ Fuel is not stored closer than 3 ft to any cooking appliance. [96:15.9.2.2] (SB)
- ☐ Fuel is not stored near any combustible flammable liquids, ignition sources, chemicals, and food supplies and packaged goods. [96:15.9.2.7] (SC)
- ☐ Fuel is not stored in the path of the ash removal or near removed ashes. [96:15.9.2.4] (SD)
- ☐ Ash, cinders, and other fire debris should be removed from the firebox at regular intervals and at least once a day. [96:15.9.3.6.1] (SE)
- ☐ Removed ashes, cinders, and other removed fire debris should be placed in a closed, metal container. [96:15.9.3.8.1] (SF)

MODULE B: ALCOHOL MANAGEMENT PLAN

If you are interested in serving or selling alcohol at your event you will need to obtain the appropriate licenses from the Yuba City Police Department and the [California Department of Alcoholic Beverage Control \(ABC\)](#) and abide by the following rules:

- All alcohol must be sold and consumed within a fenced venue (ABC license type will dictate the size and type of fencing).
- If the alcohol area is accessible to all ages, anyone wishing to purchase or consume alcohol must present a current ID, and if attendees are 21 years of age or older, they must be issued a non-transferable wristband.
- All attendees must present their wristband to be served or consume alcohol.
- Servers must be 21 years of age or older.
- Servers may not consume alcoholic beverages while serving.
- Attendees may be served no more than two (2) standard drinks at a time. The City defines one (1) standard drink size as:
 - 12 oz beer, 5 oz wine, and/or 1 oz distilled spirit/hard alcohol in a mixed drink
- Shots are not permitted.
- Alcohol cups must be marked paper or plastic and be distinguishable from soda cups.
- Service must end a minimum of 30 minutes before the scheduled event end time.
- Non-alcoholic beverages, water, and food must be available at the event.

A copy of your license/permit is required at the time of your Special Event Application.

MODULE C: STREET CLOSURES

Street closures requests must be approved if the applicant will be closing or blocking any street, delaying or altering the movement of any traffic (including pedestrian) on any street, highway, sidewalk, public parking lot or structure or alley.

Applicants are responsible for providing and properly placing the necessary traffic control equipment such as barriers, barricades, cones, delineators, and advisory/detour signage. All traffic control equipment must be in accordance with the Manual of Uniform Traffic Control Devices (MUTCD) where applicable.

List street(s) requested below:

Street	Begin	End	Closure Date(s)

Will you require the Public Works Department to drop off traffic control devices? ☐ Yes ☐ No

Will you require the Public Works Department to deploy traffic control devices? ☐ Yes ☐ No

If yes, what approximate time will the traffic control devices need to be deployed? _____

If yes, what approximate time will the traffic control devices need to be removed? _____

Will you require the Police Department to assist in traffic to facilitate street closures? ☐ Yes ☐ No

Will you require the Police Department to maintain or staff traffic control points? ☐ Yes ☐ No

If yes to any of the questions above, City services will need to be contracted for in advance of the event and the applicant will be contacted with additional information to initiate the process.

MODULE D: TENTS / CANOPIES / TEMPORARY STRUCTURES

Tents larger than 200 square feet and canopies that are larger than 400 square feet must be inspected by the Yuba Fire Department, (530) 822-4689. The City does not permit the use of any type of stakes or in-ground securement for tents, canopies, or temporary structures. The following California State Fire Code regulations apply to tents/canopies of this size:

Location:

- Must be placed at least 20 feet from any property line, building or other tent/canopy/ temporary structure.
- A fire access roadway, at least 20 feet wide must be posted on the premises.
- All vehicles with an internal combustion engine must be at least 30 feet from any tent/ canopy/ temporary structure.

Tent/Canopy Material:

- All tent materials must be either fire retardant or made to be fire retardant in a Fire Department approved manor.
- Proof that materials are fire retardant must be posted on the premises.
- All weeds, vegetation and combustible waste must be removed from the area occupied by the tent/ temporary structure, as well as from a 30 feet area surrounding the tent/ canopy/ temporary structure.

Seating:

- Chair rows must be no longer than 15 seats and have 18 inches of clearance front to back.
- Aisles must be at least 44 inches wide.

Exits:

- Exits must be evenly spaced at lease every 100 feet around the perimeter.
- Exit signs must be hung when the occupancy exceeds 50 attendees.

Will your event include tents or canopies? ☐ Yes ☐ No

If yes, a Yuba City Special Event Tent/Canopy Inspection Checklist will need to be completed.

If yes, indicate on the site map and explain:

Number of tents/canopies: _____ Tent/canopy size(s) _____

If you have multiple tents/canopies with varying sizes, indicate the number with the corresponding size:

Please review the attached checklist for any applicable items that apply to your event. Have you reviewed the Special Event Tent/Canopy Checklist? ☐ Yes ☐ No



FIRE DEPARTMENT

(530) 822-4714 | 824 CLARK AVENUE, YUBA CITY, CALIFORNIA 95991
WWW.YUBACITY.NET

SPECIAL EVENT TENT/CANOPY INSPECTION CHECKLIST

Below are guidelines to be used for the Yuba City Fire Department (YCFD) portion of the Special Events safety inspections. This list does not cover every possible item that will be inspected, nor does meeting all the guidelines listed below guarantee that a unit will pass inspection.

SITE PLAN DIAGRAM & DETAILS

- ☐ Provide a detailed scale drawing of tent dimensions, location of tent(s), egress, interior layout of tables & chairs, size of exits, location of fire extinguishers, proposed occupant load, and distances from structures & traffic. (2019 CFC 3103.6)
- ☐ A permit shall be required when the membrane structure has an area in excess of 400 sq. ft (2019 CFC 3103.2)
- ☐ For uses where several smaller tents (10 ft. X 10 ft.) are used and these are located directly adjacent to one another, a permit may be required subject to the review of the Fire Marshal. In no case shall more than seven 10 ft. X 10 ft. tents be located adjacent to each other. (2019 CFC 3103.2)

TENT/CANOPIES REQUIREMENTS

- ☐ Fire apparatus access roads shall be provided. (2019 CFC 3103.8.1)
- ☐ Fire lanes and fire hydrants shall remain unobstructed at all times.
- ☐ The structure shall not be located within a fire lane or public street, unless approved during the permitting process.
- ☐ A minimum of 20 ft. clear width shall be provided around the tent, and shall be no closer than 20 ft. to lot-lines, buildings, other temporary structures, or vehicles. Support ropes and guy wires are not included. (2019 CFC 3103.8.2)
- ☐ Hay, straw, shavings or similar combustible materials shall not be located within any tent or air-supported structure. (2019 CFC 3107.2)
- ☐ A minimum of one 2A-10BC fire extinguisher shall be provided every 150 feet (maximum travel distance to fire extinguishers is 75 feet). (2019 CFC 3107.9)
- ☐ A minimum of a 12 foot "fire break" shall be provided around the exterior of the tent/membrane structure that is free of guy ropes or other obstructions. (2019 CFC 3103.8.6)
- ☐ All vehicle parking and other internal combustion engines shall be at least twenty feet (20') from any tent/canopy. (Title 19, Division 1, Sec. 312)

SAFETY AND STABILITY FOR ALL TENTS

- ☐ All tents must meet approved flame propagation test method NFPA 701 (CPAI 84 alone does not meet the standard). (2019 CFC 3104.2)
- ☐ Gates & barriers shall not obstruct exits from tent. (2019 CFC 3103.12)
- ☐ No smoking allowed under the tent. (2019 CFC 3107.3)
- ☐ Tent legs must be secured per manufactures recommendation.
- ☐ Fireworks, open flames and devices capable of igniting combustible materials shall not be used in or adjacent to a temporary membrane structure, tent or canopy, unless otherwise approved. (2019 CFC 3107.4)
- ☐ Generators and other internal combustion power sources shall be separated from temporary membrane structures, tents and canopies by a minimum of 20 feet and be isolated from contact with the public by fencing, enclosure or other approved means. (2019 CFC 3107.16)
- ☐ Refueling shall be performed in an approved location not less than 20 feet from temporary membrane structures, tents and canopies. (2019 CFC 3107.14.3)

COOKING TENTS

- ☐ Tents where cooking is performed shall be separated from other tents, canopies or membrane structures by a minimum of 20 ft. (3107.12.5)
- ☐ Outdoor cooking that produces sparks or grease-laden vapors shall not be performed within 20 ft. of a tent, canopy or membrane structure. (2019 CFC 3107.12.6)
- ☐ LP-gas containers (Propane) shall not be located within the tent and shall be a minimum of 10 ft. from all tents, canopies or membrane structures. (2019 CFC 3107.13.2)
- ☐ Warming of foods and similar operations using solid flammables or other similar devices that do not pose a fire hazard, shall be permitted. (2019 CFC 3107.12.4)
- ☐ Flammable or combustible liquids shall not be located within a tent, canopy or membrane structure, and shall be located a minimum of 50 ft. away. (2019 CFC 3107.14.2)
- ☐ Cooking and heating equipment shall not be located within 10 ft. of an exit. (2019 CFC 3107.12.3)
- ☐ Electrical cooking and heating equipment shall comply with the California Electrical Code & NFPA 70.

OPEN FLAME HEATING NOT ALLOWED

- ☐ Portable outdoor fuel-fired appliances are prohibited inside tents/canopies. (2019 CFC 3107.14.1)
- ☐ Open flame devices emitting flame, fire, or heat (e.g. candles, propane heater, kerosene heaters, fire pits, cooking devices etc.) are not allowed inside or within 20 ft of tents/canopies. (2019 CFC 3107.12)

ELECTIRICAL

- ☐ All cords must be plugged directly into an approved receptacle and shall only serve one (1) appliance unless approved by the Fire Code Official. Extension cords must be of the grounded type when serving grounded appliances or fixtures. (2019 CFC 604.5)
- ☐ Extension cords must be located in a manner so as not to create a safety hazard by people walking and tripping on the cord.

MODULE E: ENTERTAINMENT / AMPLIFIED SOUND

Will your event include amplified sound?

☐ Yes ☐ No

What times are you requesting amplified sound? Start time: _____ Finish time: _____

Will sound checks be conducted prior to the start time? ☐ Yes ☐ No *If yes, what time:* _____

Describe the sound equipment that will be used at your event:

Are there any musical entertainment features related to your event?

☐ Yes ☐ No

If yes, please attach a performance schedule including performers/ bands/ DJ's, types of music and performance schedule.

Does the entertainment include inflatables?

☐ Yes ☐ No

If yes, explain:

Does the entertainment include carnival rides or live animals?

☐ Yes ☐ No

If yes, explain:

Have the carnival rides had their state required inspection?

☐ Yes ☐ No

Does the entertainment include vehicles?

☐ Yes ☐ No

If yes, explain:

MODULE F: FENCING

Fenced area refers to any event or area within the event that is closed off by temporary fencing. The Yuba City Fire Department will review your site map and set an occupancy load for the fenced area. When developing your fence plan, please keep in mind the following rules:

- The City does not permit the use of stakes of any type or other in-ground securement for fencing.
- The minimum number of emergency exits shall be determined by the occupant load; less than 500, two exits required; 501-1000, three exits required; more than 1000, four exits required. These can include the main entrance.
- Exits shall be equally spaced along the perimeter of the fence and shall be spaced so that no exit is greater than a distance of 400 feet of travel from the next exit. Maximum travel distance to any exit is 200 feet.
- Exit widths shall be understood to be a panel's width of temporary fencing, to provide an opening of no less than 48 inches.
- Each exit shall have a security guard or volunteer assigned to it.
- Each emergency exit shall be indicated by a sign with a white background and contrasting red letters; sign shall measure 18x24 inches, sign lettering shall measure 12 inches in height; and signs shall be placed at the top center of the exit panel.
- In some cases, a Fire Department inspection may be required to set the occupancy load and check access and exits. For questions about fencing or to make arrangements for an inspection, please Yuba City Fire Department at (530) 822-4689.

Will your event include the installation of fencing? ☐ Yes ☐ No

If yes, indicate on the site map and explain:

--

MODULE G: MARKETING / ADVERTISING / PROMOTION

Please ensure that you have conditional approval before you begin to market, advertise or promote your event.

Acceptance of the Special Event Permit Application is not a guarantee of the date, location, or automatic approval of your event. Once you have conditional approval you may proceed to market, advertise or promote your event at your own risk. However, if the permit is not granted and the event is therefore canceled you may not hold the City of Yuba City responsible or liable for any costs incurred from your marketing, advertising, or promotions.

Describe how you will market, advertise or promote this event or invite attendees to the event (include event website and social networking sites if applicable; attach additional pages as needed):

Do you plan to advertise and promote your event beyond Sutter and Yuba Counties? ☐ Yes ☐ No

If yes, explain:

Do you plan to include radio or television promotions? ☐ Yes ☐ No

If yes, explain:

Do you expect a live broadcast or feed from the event? ☐ Yes ☐ No

If yes, explain:

Do you expect media coverage? ☐ Yes ☐ No

If yes, explain:

How do you plan to notify affected residents?

Do you plan on using signs, banners, and/or searchlights as a source of advertisement?

(See [Municipal Code Section 40.26.020](#) for specific information on searchlights) ☐ Yes ☐ No *If yes, explain:*

Note: Temporary off-site signs such as banners, A-frames, or other signage within the public right of way are not permitted.

MODULE H: STAGES / PLATFORMS

Any temporary stage/platform set up shall not interfere with egress from a building or encroach on fire apparatus access roads. Portable fire extinguishers shall be provided.

Will your event include the installation of stages or platforms? ☐ Yes ☐ No

If yes, indicate on the site map.

How many stages? _____ What are the dimensions? _____

If you are installing stages or platforms, you are required to submit the required construction documents per 2022 CA Fire Code Section 3105.5 below:

1. Construction documents: Construction documents shall be prepared by a registered design professional in accordance with the [California Building Code](#) and [ANSI E1.21](#) where applicable. Construction documents shall include:
 - 1.1. A summary sheet showing the building code used, design criteria, loads and support reactions.
 - 1.2. Detailed construction and installation drawings.
 - 1.3. Design calculations.
 - 1.4. Operating limits of the structure explicitly outlined by the registered design professional including environmental conditions and physical forces.
 - 1.5. Effects of additive elements such as video walls, supported scenery, audio equipment, vertical and horizontal coverings.
 - 1.6. Means for adequate stability including specific requirements for guying and cross-bracing, ground anchors or ballast for different ground conditions.
2. Designation of responsible party: The owner of the temporary special event structure shall designate in writing a person to have responsibility for the temporary special event structure on the site. The designated person shall have sufficient knowledge of the construction documents, manufacturer's recommendations and operations plan to make judgments regarding the structure's safety and to coordinate with the fire code official.
3. Operations plan: The operations plan shall reflect manufacturer's operational guidelines, procedures for environmental monitoring and actions to be taken under specified conditions consistent with the construction documents.

You will also be required to submit an independent agency report indicating that the temporary special event structure was inspected and was installed in accordance with the approved construction documents.

MODULE I: PORTABLE RESTROOMS

To ensure there are adequate restroom facilities for your event participants/attendees, 2 portable toilets are required for every 250 people attending your event. This requirement may be modified at the sole discretion of the Parks staff if there are adjacent restroom facilities to the rented area that are adequate to serve the rented area.

Number of expected participants / attendees: _____

Note: If only 2 portable toilets are required, 1 must be fully ADA accessible. Otherwise, a minimum of 10% of the total number of portable restrooms provided must be fully ADA accessible.

Setup Date: _____ Time: _____ Pickup Date: _____ Time: _____

Portable Toilet Company Name: _____

Contact Information:

MODULE J: SAFETY & SECURITY

You may be required to hire City of Yuba City Police Department officers, City of Yuba City Fire Department staff, a professional security company, professional emergency medical staff, or a combination to obtain your Special Event Permit. The number and type of security personnel and/or safety personnel required will depend on expected attendance, location of the event, presence of alcohol, history of the event, nature of the event, street closures and the amount and type of advertising used to promote your event.

Do you anticipate having the need for event security to assist you with crowd control and/or traffic control?

☐ Yes ☐ No ***If no, explain why you do not feel the need for security?***

If yes, what form of security will you be using? *(check all that apply)*

☐ City of Yuba City Police Officers
☐ Licensed professional security company ☐ Other: _____

If using a licensed professional security company, please complete the following:

Name of Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Daytime Telephone: _____ Evening: _____

Fax: _____ Cell: _____

Private	Patrol	Operators	License	Number:
---------	--------	-----------	---------	---------

Yuba	City	Business	License	Number:
------	------	----------	---------	---------

License to carry firearms: ☐ Yes ☐ No

Do you anticipate having the need for event Fire Department or EMS services?

☐ Yes ☐ No ***If no, explain why you do not feel the need for Fire/EMS services?***

If yes, what form of Fire/EMS service will you be using? *(check all that apply)*

- ☐ City of Yuba City Fire Department
☐ Licensed professional EMS company ☐ Other: _____

If using a licensed professional EMS company, please complete the following:

Name of Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Daytime Telephone: _____ Evening: _____

Fax: _____ Cell: _____

Private Operators License Number: _____

Have you made provisions for on-site medical services?

☐ Yes ☐ No

If yes, please describe your medical plan:

MODULE L: SITE PLAN

A scaled and complete site plan is required to be submitted with your application. Your site plan must include the following:

An outline of the entire event venue including the names of all streets or areas that are part of the venue.
Location of existing structures with the event site. ☐ N/A
Location of all temporary structures (stages, bleachers, grandstands, other seating areas, tents, portable restrooms, booths, trash containers, dumpsters, etc.). ☐ N/A
Location of proposed street closures, and any temporary fencing, barriers, or barricades. ☐ N/A
Location of City owned and private parking lots that will be utilized. ☐ N/A
Location of cooking and food service areas; alcohol service areas; and any other vendor areas. ☐ N/A
Location of vendors/information booth(s)/entertainment. ☐ N/A
Location of generators and/or source of electricity. ☐ N/A
Location of existing and portable restrooms. ☐ N/A
Placement of vehicles and trailers. ☐ N/A
Entrance/exit locations for outdoor events that are fenced, and entrance/exit locations within tents or temporary structures. ☐ N/A
Identification of all event components that meet Americans with Disabilities Act accessibility requirements (including, but not limited to accessible parking, passenger loading/unloading areas, restrooms, seating, and path of travel) if your event is open to the public. ☐ N/A
A route map for parades or other moving components to the event. ☐ N/A
Location of Staff/Information booths/office, first aid stations, lost and found stations, etc. ☐ N/A

Will your event include a parade or other moving components? ☐ Yes ☐ No

If yes, a route map is required to be submitted.

Applicants will be responsible for complying with the following when marking routes:

- No permanent route markings may be used.
- When using chalk, only white chalk may be used.
- All route markings must be removed on the day of the event.
- White chalk markings on any surfaces must be washed/brushed off on the day of the event.
- Route markings should be placed in a manner not to block the view of traffic.
- A cleaning fee will be assessed after the event for non-removal of chalk markings the day of event or markings not authorized for use.

MODULE M: WASTE MANAGEMENT & RECYCLING

You are responsible for properly managing all trash, recycling and organic waste throughout the term of your event. Immediately upon conclusion of the event the area must be returned to a clean condition and all waste produced from your event must be removed. State and local law requires all waste to be properly sorted into trash, recycling and organic waste bins. Recyclable materials (plastic, glass and metal containers) and organic wastes (food scraps, paper plates, napkins, cups and other food-soiled papers) must be separated from the trash for recycling/composting.

Recology Yuba Sutter can provide you with trash, recycling and organic waste service for your event. Applicants must contact Recology at 530-743-6933 at least 2 weeks in advance to request service.

Will you be obtaining additional waste collection service from Recology? ☐ Yes* ☐ No *If yes, please identify the following:*

Total number of trash carts/dumpsters: _____ Size of trash carts/dumpsters: _____

Total number of organics carts: _____ Total number of recycling carts: _____

Delivery Date: _____ Time: _____

Pickup Date: _____ Time: _____

There may not be sufficient trash, recycling and/or organic waste bins onsite to properly manage waste from your event. Please note that per state law (Senate Bill 1383), some events will be required to have recycling and organic waste bins next to each trash bin. You are responsible for providing the necessary number of trash, recycling and organic waste bins at your event for event attendees to use.

☐ There are enough waste bins already onsite to collect all waste from my event and ensure that recyclables and organics are properly sorted.

☐ I plan to rent additional ☐ trash ☐ recycling ☐ organic waste bins from ☐ the City / ☐ Recology

Please explain your plan for ensuring that all waste is removed and recycling and organic waste collection takes place at your event.

ATTACHMENT 2

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY APPROVING A
SPECIAL EVENT PERMIT PROCESS AND AMENDING THE SCHEDULE OF FEES AND
CHARGES FOR CITY SERVICES RELATED TO THE SAME**

WHEREAS, although there are many special events programmed throughout the year ranging from just a few participants to thousands of participants, the City does not have a comprehensive, formalized special event permitting process; and

WHEREAS, large events require the coordination of multiple departments and advance planning, including coordination with agencies in other jurisdictions; and

WHEREAS, despite the best intentions, it is common to have incomplete informational paperwork or changes submitted to the City at the last minute, which can impact the City's ability to respond to effectively plan for an emergency situation or to include more specific conditions to further reduce the risk of the same; and

WHEREAS, nationwide there have been multiple tragic incidents have occurred at special events over the last few years; and

WHEREAS, as the size and number of special events grow, so does the risk of a tragedy; and

WHEREAS, in order to promote public health, safety, and welfare, the City Council desires to update the City's standards related to special events by approving a Special Event Permit process; and

WHEREAS, as part of this process, special events by private parties and organizations can result in costs to the City including personnel, equipment, and other items; and

WHEREAS, certain special events, such as fireworks and large assemblies, can require the dedication of City resources in a manner not required for other types of special events; and

WHEREAS, the City Council desires to recover the City's costs for Special Event Permits; and

WHEREAS, on March 20, 2007, the City Council previously repealed and reenacted Chapter 8 of Title 3 of the Yuba City Municipal Code (User Fee Recovery System) and adopted Resolution No. 07-25 updating the Schedule of Fees and Charges for City Services (User Fee Schedule); and

WHEREAS, since that time the City Council has regularly amended and updated the User Fee Schedule; and

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

WHEREAS, after holding a public hearing on the same, the City Council now desires to amend the User Fee Schedule to include fees and charges related to Special Event Permits.

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

1. The above recitals are true and correct, and are hereby incorporate herein by this reference.
2. The City Council approves the “City of Yuba City Special Event Application” process. The City Manager, or designee, is authorized to amend and update the same from time to time as needed to effectuate the intent of the City Council to provide a more formalized process for Special Event Permits and to reduce the risks to public health, welfare, and safety in connection with the same. If, in the opinion of the City Manager such updates to the process are material, the City Manager has the discretion to return to the City Council for further direction regarding the same.
3. The City Council hereby updates Section V - Public Safety of the User Fee Schedule to include Special Event Permit fees and charges as follows:

Special Event Permit Application Fee Schedule

Fee/Deposit Type	Tier II	Tier I
Special Event Fee	\$87 (per day)	\$87 (per day)
YCPD Fees – Personnel/Equipment	Actual Costs	Actual Costs
YCFD Fees – Personnel/Equipment	Actual Costs per OES Rates	Actual Costs per OES Rates
YCPW Fees – Personnel/Equipment	Actual Costs	Actual Costs
Fire Prevention – Fireworks Permit	\$465	\$465
Fire Prevention-Assembly Permit	\$198	\$198
Application Deposit *	\$500	\$1,000
Late Processing Fee	\$150	\$250
Cancellation Within 10 Days	No Refund	No Refund
Cancellation Within 11 to 60 Days	Full Refund	No Refund
Fire Prevention – Fire, Life, Safety/Excessive Inspection	Actual Costs (Min ½ per Inspection)	Actual Costs (Min ½ per Inspection)
Zoning Clearance	\$54.62	\$54.62
SB 1186 Fee	\$4	\$4

* An application Deposit may be used to satisfy violations of permit violations or other fines and penalties authorized by local or State law.

Note that non-profits may request in-kind donations from the City to offset certain staff costs per the City's policy regarding the same.

4. This Resolution is effective immediately upon its adoption.

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 5th day of September, 2023.

AYES:

NOES:

ABSENT:

Wade Kirchner, Mayor

ATTEST:

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY

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

CITY OF YUBA CITY
STAFF REPORT

Date: September 5, 2023
To: Honorable Mayor & Members of the City Council;
From: Public Works Department
Presentation By: Ben Moody, Public Works & Development Services Director

Summary

Subject: 2022-2023 Grand Jury Report Response
Recommendation: Approve the response to the 2022-2023 Sutter County Grand Jury Final Report regarding road conditions in the City
Fiscal Impact: None at this time

Purpose:

To respond to the 2022-2023 Sutter County Grand Jury Final Report in accordance with state penal codes.

Council's Strategic Goal:

This item is related to the City Council's Strategic Goal to maintain and improve the City's *Infrastructure*.

Background:

On July 15, 2023, the City received the 2022-2023 Grand Jury Final Report from the Superior Court of California, County of Sutter (Attachment 2). The report is a review of the City's road infrastructure and associated funding needs. The findings and recommendations made by the Grand Jury are summarized below.

Findings

- F1 – The road pavements throughout Yuba City currently require extensive maintenance and refurbishment to sufficiently provide for critical transportation infrastructure.
- F2 – The budget for the road pavements of Yuba City is inadequate to improve or even maintain their current Poor/Fair condition into the future.
- F3 – Yuba City has created an App "YC311" to make it easier for residents to report road maintenance concerns.
- F4 - The Yuba City Council is attempting to address the serious problems with the deteriorating municipal road pavements and is struggling to find a funding solution.

Recommendations

- R1 – The City Council of Yuba City must create a funding plan by April 30, 2024 to finance the program that the Public Works Department has formed for continuous improvements of the road pavement conditions throughout Yuba City. (F1, F2)
- R2 – The Yuba City Council must make efforts to survey and determine the public's views on a sales tax for additional funding to address road pavement maintenance by December 31, 2023. (F4)
- R3 – The Sutter County Grand Jury recommends that the Yuba City Council authorize an independent audit to be completed by April 30, 2024, to examine if additional cost savings can be found to help pay for road maintenance and refurbishment. The audit findings must be made available to the public. (F1, F2, F4)
- R4 – The Yuba City Council should propose a sales tax to only Yuba City voters by the next election to increase funding for only road pavement maintenance and refurbishment for Yuba City. (F1, F2, F4)

Analysis:

The Grand Jury made the findings and recommendations above with a requirement for the City to respond within 90 days. Staff has prepared a response for Council consideration and approval (Exhibit 1A).

Per the City response, the City agrees with Findings 1, 2, and 4, as requested by the Grand Jury, and has responded to each of the four (4) recommendations. As described in Exhibit 1A, Recommendations 1 and 4 may require further analysis.

Fiscal Impact:

None at this time. Costs may be associated with additional work to further address the report recommendations.

Alternatives:

Approve the Grand Jury response with modifications.

Recommendation:

Approve the response to the 2022-2023 Sutter County Grand Jury Final Report regarding road conditions in the City.

Attachments:

1. Attachment 1 - Resolution 22-23 Grant Jury Report Response Approval
2. Exhibit 1A - 22-23 Grand Jury Report Response - Roads
3. Attachment 2 - Grand Jury Report_Rough Roads_6-16-23

Prepared By:

Benjamin K. Moody
Public Works and Development Services Director

Submitted By:

Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. 23-__

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
APPROVING THE RESPONSE TO THE 2022-2023 GRAND JURY FINAL REPORT
FROM THE SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF
SUTTER REGARDING ROAD CONDITIONS AND MAINTENANCE IN THE CITY**

WHEREAS, on July 15, 2023, the City received the 2022-2023 Grand Jury Final Report from the Superior Court of the State of California, County of Sutter, which evaluated the conditions, funding, and maintenance of roads within the City; and

WHEREAS, the report made four (4) findings and four (4) recommendations regarding the City's road infrastructure funding and planning, which highlighted the City's insufficient resources to maintain or improve the current road conditions and are incorporated herein by reference; and

WHEREAS, the City was instructed to respond to the findings and recommendations of the Grand Jury Final Report within 90 days of receipt in accordance with state penal codes; and

WHEREAS, the City has prepared a response for the Sutter County Superior Court as directed for approval and execution by the City Council and the Public Works and Development Services Director, is attached as Exhibit 1A, and is incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Yuba City approves the response to the 2022-2023 Grand Jury Final Report from the Superior Court of the State of California, County of Sutter regarding City road conditions and will execute the response included as Exhibit 1A for submission to the Superior Court.

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 5th day of September, 2023.

AYES:

NOES:

ABSENT:

ATTEST:

Wade Kirchner, Mayor

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY

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

Attachment:

Exhibit 1A – 22-23 Grand Jury Report Response – Roads

EXHIBIT 1A



September 5, 2023

Presiding Judge of the Superior Court
County of Sutter
1175 Civic Center Blvd.
Yuba City, CA 95993

Re: Response to 2022-2023 Sutter County Grand Jury Final Report

To the Honorable Presiding Judge:

This letter is the official consolidated response of the City of Yuba City regarding the Grand Jury Report entitled "Local Government Report – Rough Roads Ahead for Yuba City."

Grand Jury Findings

- F1.** The road pavements throughout Yuba City currently require extensive maintenance and refurbishment to sufficiently provide for critical transportation infrastructure.

Response: *The City agrees with the finding. Additionally, non-critical transportation infrastructure such as local residential roads require similar levels of maintenance and refurbishment that affect the overall quality of life for City residents.*

- F2.** The budget for the road pavements of Yuba City is inadequate to improve or even maintain their current Poor/Fair condition into the future.

Response: *The City agrees with the finding. Available funding from existing state and federal gas taxes is insufficient to provide necessary maintenance to keep City roadways from further deterioration. As stated in the Grand Jury Report, road conditions are at a critical level, with costs to rehabilitate roads exponentially increasing with time due to lack of maintenance.*

- F3.** Yuba City has created an App "YC311" to make it easier for residents to report road maintenance concerns.

Note: The Grand Jury did not request a response to Finding F3

- F4.** The Yuba City Council is attempting to address the serious problems with the deteriorating municipal road pavements and is struggling to find a funding solution.

Response: *The City agrees with the finding. The City has thoroughly reviewed the budgets and available funding sources, including special efforts made to establish a Council Budget Ad-hoc Committee, hiring grant consultants to increase available funds, and through regular audits to review and prioritize funds.*

Over recent years, staff has been coordinating to obtain any grant funding related to roads and road maintenance to help with funding solutions, while also working to prioritize the use of available funds as efficiently as possible using new product types and technology.

Recommendations

- R1.** The City Council of Yuba City must create a funding plan by April 30, 2024, to finance the program that the Public Works Department has formed for continuous improvements of the road pavement conditions throughout Yuba City. (F1, F2)

Response: *The recommendation requires further analysis. The City has recently coordinated to establish a Revenue Ad-hoc Committee and hire a consultant to help develop a potential revenue measure for the November 2024 election. These efforts directly precipitate the development of a sustainable road funding plan per the Grand Jury recommendation. A date after the November 2024 election is required for the City to create a funding plan that provides for continuous Citywide pavement condition improvements.*

- R2.** The Yuba City Council must make efforts to survey and determine the public's views on a sales tax for additional funding to address road pavement maintenance by December 31, 2023. (F4)

Response: *The recommendation will not be implemented because it is not warranted. The City has previously obtained sufficient survey data from the public, including relatively recent countywide polling data related to road maintenance funding. The survey data has shown that there is strong support for the use of funds for maintaining roads throughout the community. Additional surveys are not anticipated to change since the data was last collected. The City believes the resources required for the recommended effort can be better utilized on other priorities.*

- R3.** The Sutter County Grand Jury recommends that the Yuba City Council authorize an independent audit to be completed by April 30, 2024, to examine if additional cost savings can be found to help pay for road maintenance and refurbishment. The audit findings must be made available to the public. (F1, F2, F4)

Response: *The recommendation will not be implemented because it is not warranted. It has been made clear and public, in the Grand Jury Report, annual City budget workshops, and through regular public audits of the City's finances that additional cost savings cannot be found to offset the road funding needs without severely impacting core municipal functions. These are all public documents with professional credentials associated with their development. The City respectfully disagrees that another independent audit is*

needed. As discussed in the report, the recommendation is purely to help provide the public assurances that the funding issue is real. The City believes this Grand Jury Report serves this purpose and that resources can be better utilized on other priorities.

- R4.** The Yuba City Council should propose a sales tax to only Yuba City voters by the next election to increase funding for only road pavement maintenance and refurbishment for Yuba City. (F1 F2, F4)

Response: *The recommendation requires further analysis and study. The City Council has hired a professional consultant to help the City move forward with a strategy to develop a successful plan for funding City needs. A timeline is to be determined through further analysis with the consultant and City leaders.*

The City notes the Grand Jury's input regarding a sales tax measure specific to only roads and to be decided by only Yuba City voters; however, the Grand Jury report was solely focused on roads, and there are also substantial findings and public input regarding the need for public safety funding. The City believes that public safety funding is a critical element that needs to be considered by the City as we work to develop a sustainable funding plan for City priorities.

The City Council will also direct that a copy of this response be placed on file with the City Clerk.

Respectfully submitted,

Wade Kirchner
Mayor

Shon Harris
Vice-Mayor

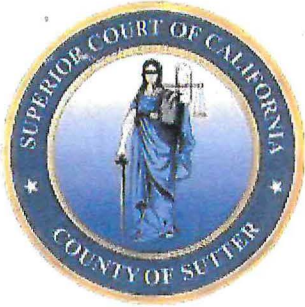
Marc Boomgaarden
Councilmember

Michael Pasquale
Councilmember

Dave Shaw
Councilmember

Benjamin K. Moody
Public Works & Development Services Director

ATTACHMENT 2



STEPHANIE M. HANSEL
COURT EXECUTIVE OFFICER

SUPERIOR COURT OF CALIFORNIA COUNTY OF SUTTER

1175 Civic Center Blvd., Yuba City, CA 95993

(530) 822-3302 FAX: (530) 822-3502

June 16, 2023

The Honorable Michael Pasquale
Councilmember City of Yuba City
1201 Civic Center Boulevard
Yuba City, CA 95993

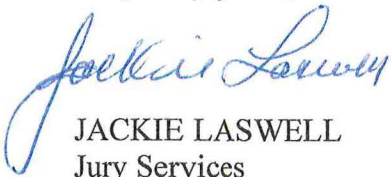
Dear Councilmember Pasquale:

Enclosed is a copy of the 2022-2023 Grand Jury Final Report, pursuant to Penal Code Section 933(a) on subject: Local Government Report – Rough Roads Ahead for Yuba City, that pertains to you. Pursuant to Penal Code §933.05(f) the section(s) are provided to you on behalf of the Grand Jury.

Provide your response to the Presiding Judge of the Superior Court within the time period specified in Penal Code §933(c) and include the details required by Penal Code §933.05. Please provide an original and one copy. Your response will be filed with the Court and a copy will be posted on the Court's website, www.suttercourts.com.

Please acknowledge the receipt of these documents by signing below and return in the enclosed envelope. Please retain the copy for your records.

Very truly yours,


JACKIE LASWELL
Jury Services

JL
Enclosures

Receipt Date: 7.15.23

Signed: 

Respondent

Department: COUNCILMEMBER

MICHAEL K PASQUALE
Please Print Name

CALIFORNIA CODES
PENAL CODE
SECTION 925-933.6

933. (c) No later than 90 days after the grand jury submits a final report on the operations of any public agency subject to its reviewing authority, the governing body of the public agency shall comment to the presiding judge of the superior court on the findings and recommendations pertaining to matters under the control of the governing body, and every elected county officer or agency head for which the grand jury has responsibility pursuant to Section 914.1 shall comment within 60 days to the presiding judge of the superior court, with an information copy sent to the board of supervisors, on the findings and recommendations pertaining to matters under the control of that county officer or agency head and any agency or agencies which that officer or agency head supervises or controls. In any city and county, the mayor shall also comment on the findings and recommendations. All of these comments and reports shall forthwith be submitted to the presiding judge of the superior court who impaneled the grand jury. A copy of all responses to grand jury reports shall be placed on file with the clerk of the public agency and the office of the county clerk, or the mayor when applicable, and shall remain on file in those offices. One copy shall be placed on file with the applicable grand jury final report by, and in the control of the currently impaneled grand jury, where it shall be maintained for a minimum of five years.

933.05. (a) For purposes of subdivision (b) of Section **933**, as to each grand jury finding, the responding person or entity shall indicate one of the following:

- (1) The respondent agrees with the finding.
- (2) The respondent disagrees wholly or partially with the finding, in which case the response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons therefore.

(b) For purposes of subdivision (b) of Section **933**, as to each grand jury recommendation, the responding person or entity shall report one of the following actions:

- (1) The recommendation has been implemented, with a summary regarding the implemented action.
- (2) The recommendation has not yet been implemented, but will be implemented in the future, with a timeframe for implementation.
- (3) The recommendation requires further analysis, with an explanation and the scope and parameters of an analysis or study, and a timeframe for the matter to be prepared for discussion by the officer or head of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. This timeframe shall not exceed six months from the date of publication of the grand jury report.
- (4) The recommendation will not be implemented because it is not warranted or is not reasonable, with an explanation therefore.

(c) However, if a finding or recommendation of the grand jury addresses budgetary or personnel matters of a county agency or department headed by an elected officer, both the agency or department head and the board of supervisors shall respond if requested by the grand jury, but the response of the board of supervisors shall address only those budgetary or personnel matters over which it has some decision-making authority. The response of the elected agency or department head shall address all aspects of the findings or recommendations affecting his or her agency or department.

(d) A grand jury may request a subject person or entity to come before the grand jury for the purpose of reading and discussing the findings of the grand jury report that relates to that person or entity in order to verify the accuracy of the findings prior to their release.

(e) During an investigation, the grand jury shall meet with the subject of that investigation regarding the investigation, unless the court, either on its own determination or upon request of the foreperson of the grand jury, determines that such a meeting would be detrimental.

(f) A grand jury shall provide to the affected agency a copy of the portion of the grand jury report relating to that person or entity two working days prior to its public release and after the approval of the presiding judge. **No officer, agency, department, or governing body of a public agency shall disclose any contents of the report prior to the public release of the final report.**



STEPHANIE M. HANSEL
COURT EXECUTIVE OFFICER

SUPERIOR COURT OF CALIFORNIA COUNTY OF SUTTER

1175 Civic Center Blvd., Yuba City, CA 95993

(530) 822-3302 FAX: (530) 822-3502

June 16, 2023

The Honorable Michael Pasquale
Councilmember City of Yuba City
1201 Civic Center Boulevard
Yuba City, CA 95993

Dear Councilmember Pasquale:

Enclosed is a copy of the 2022-2023 Grand Jury Final Report, pursuant to Penal Code Section 933(a) on subject: Local Government Report – Rough Roads Ahead for Yuba City, that pertains to you. Pursuant to Penal Code §933.05(f) the section(s) are provided to you on behalf of the Grand Jury.

Provide your response to the Presiding Judge of the Superior Court within the time period specified in Penal Code §933(c) and include the details required by Penal Code §933.05. Please provide an original and one copy. Your response will be filed with the Court and a copy will be posted on the Court's website, www.suttercourts.com.

Please acknowledge the receipt of these documents by signing below and return in the enclosed envelope. Please retain the copy for your records.

Very truly yours,

JACKIE LASWELL
Jury Services

JL
Enclosures

Receipt Date: _____ Signed: _____
Respondent

Department: _____
Please Print Name

Final Report

of the

2022 – 2023

Sutter County Grand Jury



Gary Underhill,
Foreperson

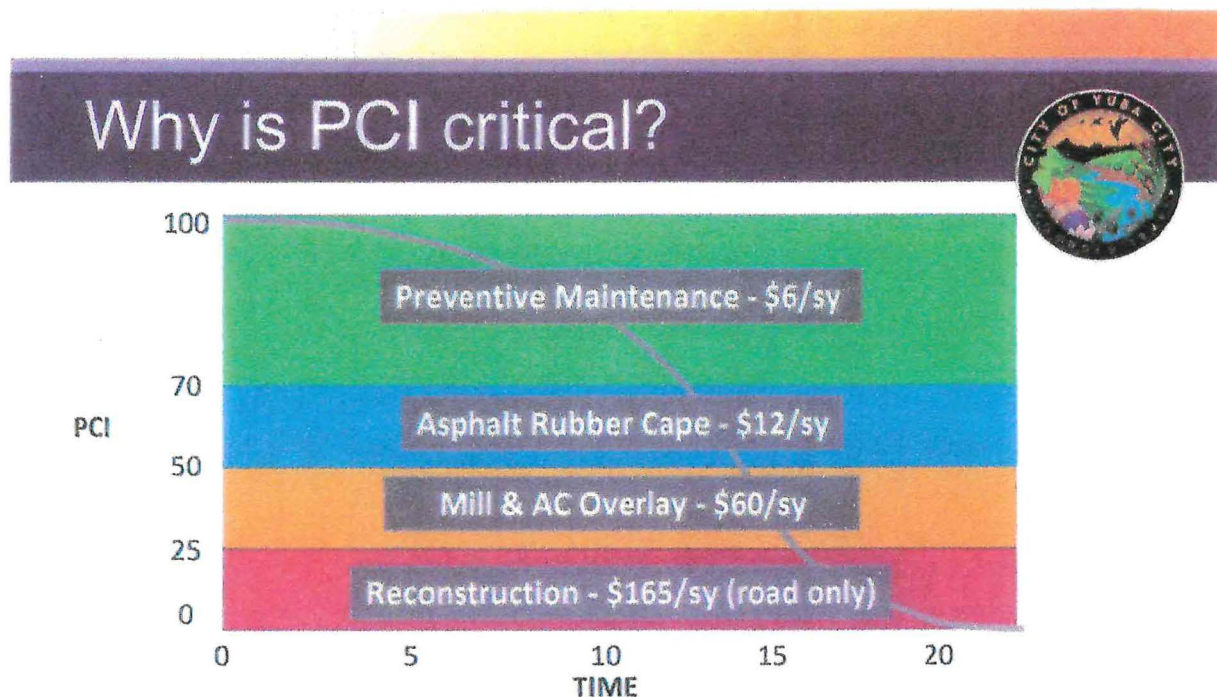


Honorable Susan E. Green,
Presiding Judge

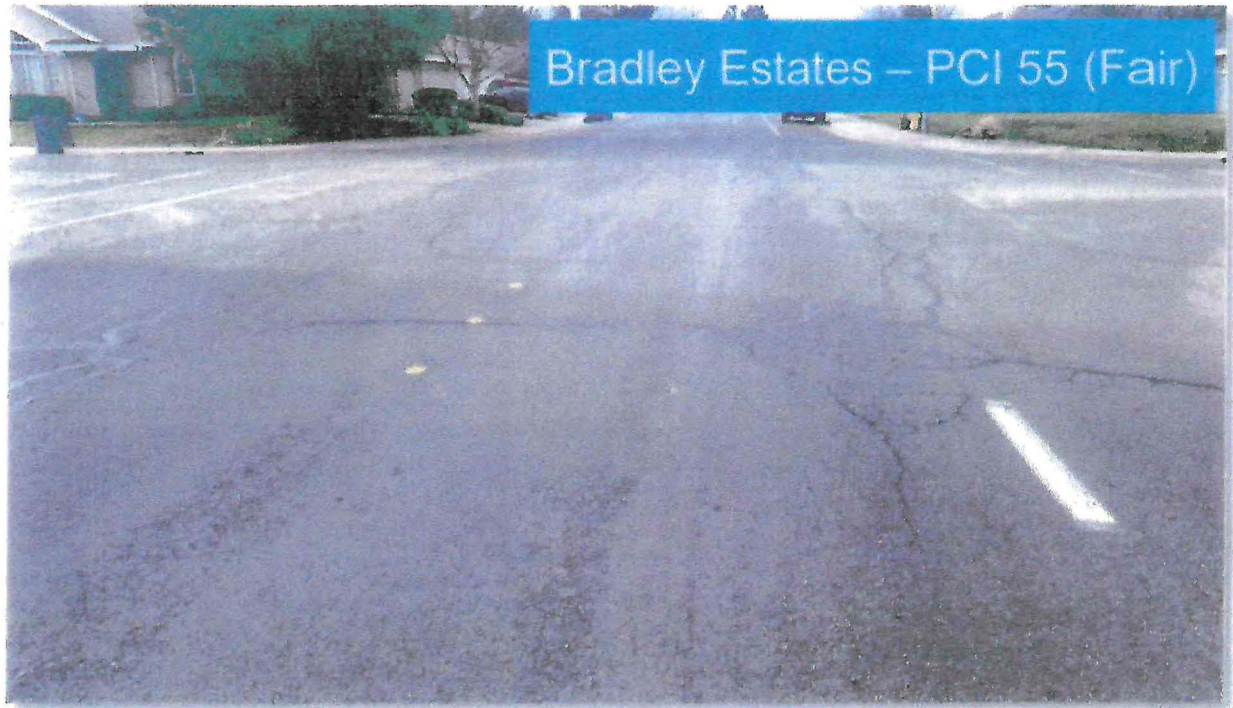
Road infrastructure is a vital foundation to any thriving community. Well maintained roads provide a network for economic and social activities. Yuba City Public Works receives approximately 300 road related complaints per year through the department's YC311. Our current average road condition is rated 54 PCI (Pavement Condition Index) out of a possible 100, which is considered Fair/Poor.¹ The discovery of these mediocre conditions concerned our body greatly. This average rating is applied across all 255 miles of Yuba City's Roads. The PCI was developed by the U.S. Army Corps of Engineers and is widely used throughout the United States. This makes it the most objective means to measure the conditions of the road pavements of Yuba City.²

Currently, the problem is moderate in severity. The overall budget for the City of Yuba City's Public Works is 40 million dollars per year. Of that, five to six million dollars are spent on total road infrastructure. This includes accessories such as sidewalks, stop lights, etc. Currently 1.5 million dollars is spent per year for roadway maintenance, repair, and rehabilitation. To save money when maintaining the city's older roads, asphalt rubber capping and some other methods are frequently used to repair the surface of many streets. This costs about twelve dollars per square yard. This process is cheaper in the short run at addressing such streets that are breaking down and is used to defer more extensive solutions into the future.

Table 1: Costs per square yard to maintain the road pavements based on method.³



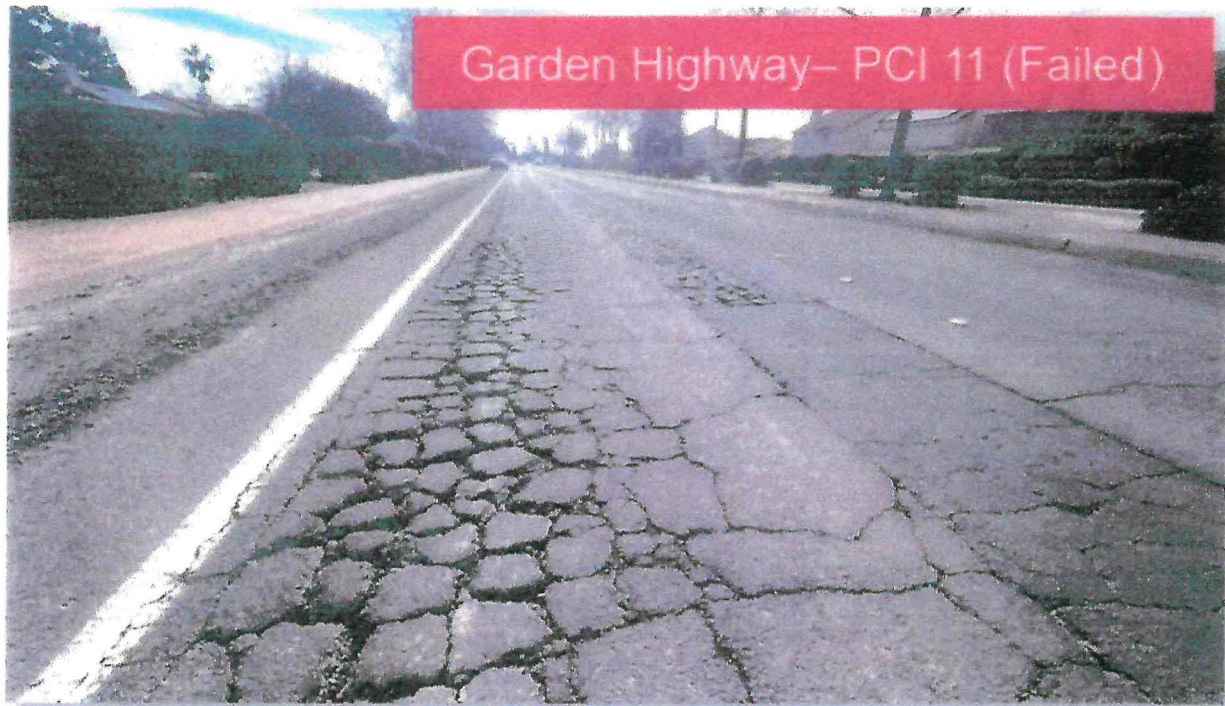
Example Photograph 1: Average condition of the road pavements of Yuba City today.



Road Maintenance: Falling through the Cracks

These deferments come at a great price for the future of Yuba City. While the current state of streets for the city may be Poor/Fair or a 54 PCI out of 100, that will change very quickly. Within two years (using 2022 as a starting point) the average condition of Yuba City's roads will deteriorate to a poor rating.⁴ The situation will grow significantly more dire over twenty years from 2022 until 2042. These conditions are expected to produce an average PCI of 16 for the city's streets by 2042, which is very poor. These projections of road pavement deterioration in the years ahead are the result of gross underfunding for maintenance of Yuba City's streets.

Example Photograph 2: The future of road pavements for Yuba City in a generation.⁵



As badly needed maintenance is deferred because of lack of funding, the deterioration in the city's streets will increase further, which will require more money to be spent later to correct the compounding problem. If Yuba City keeps with its road maintenance budgeting practices, within 20 years all roads will be in "failed" condition. Those deferred expenses will result in 759 million dollars needed to fund road pavement maintenance and refurbishment up to today's Poor/Fair condition by 2042. Trying to take care of city roadways with a budget that cannot keep up with the growing deterioration would lead to a decline from 54 down to 16 PCI.⁶ In comparison, Yuba City could defer a lower amount of 298 million dollars in maintenance during this timeframe if it spent 13 million dollars a year to keep par with the current PCI of 54. If the city sought to fund road maintenance and refurbishments up to the California state average with 20 million dollars per year that would mean 43 million dollars would be the total deferred cost over the 20-year period. The purpose in spending less money per year on taking care of Yuba City's roads is supposed to save the taxpayers' money. However, the opposite would result.

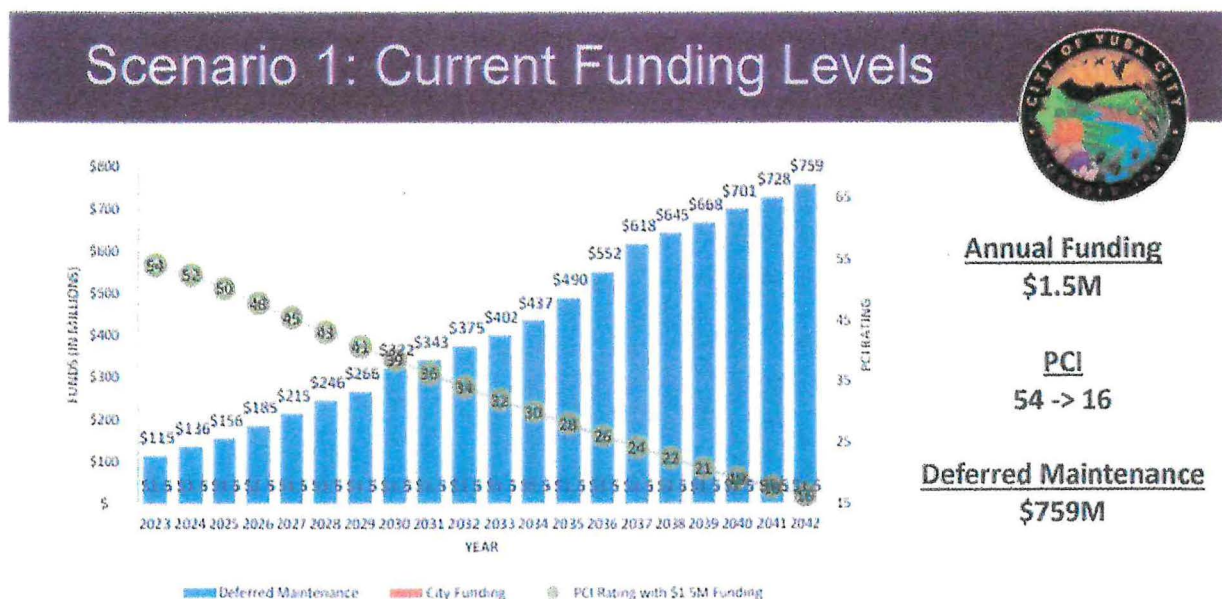
Not properly attending to city streets today means more deterioration develops over time. This means more money *will be* spent later to maintain the status quo. Short term fixes will compound the state of deterioration in the long run. It would be wiser to spend more now, rather than exponentially more in the future. Not spending what is necessary for the roadways of Yuba City would also likely increase the true cost to the user in automotive maintenance and perhaps accidents. If that were to happen, it would threaten public safety.

Difficult Choices Must Be Made

The Sutter County Grand Jury sought to discover why the road system for Yuba City is in its current state of disrepair and is deficient in funding. We looked at the funding for municipal road maintenance and refurbishment to find answers.

Public Works draws monies from the state gas tax to help provide for Yuba City roadways. Additionally, it receives income from grants to support city streets. A grant writing firm, Blair and Associates was contracted in 2020 to find and request government grants for Yuba City. One such grant provides four million dollars for development of Garden Highway. However, it comes with conditions of use. Some of those funds must be used to create bike lanes, sidewalks, and other street accessories. Another grant source is the Community Development Block Grants provided by the United States Department of Housing and Urban Development. Beyond government grants, Yuba City receives road pavement funding from the State of California's Transportation Development Act. Some part of the funding challenges for maintaining and developing the city's road pavements might come from additional grants, but that seems to be an area that is largely tapped to the practical limit.

Chart 1: Shows over time road pavement conditions deteriorating throughout Yuba City and how current funding will fall further behind.⁷



Yuba City uses CFDs (Community Facilities Districts) for additional sources of funding. CFDs are a form of property tax levied on homeowners. They are expected to bring in approximately \$275,000 from CFDs this year. While CFDs may provide funding “in perpetuity”, only a small portion is spent on road maintenance and refurbishment. This income source is not sufficient to fund the multi million dollars needed to maintain the city's roads.

Despite these funding sources beyond the general fund, problems persist regarding the city being able to maintain the roads at current conditions, which are fair/poor. The budget for road pavements throughout Yuba City is one and a half million dollars and is far below the 13 million dollars a year needed to even accomplish this modest task. The Sutter County Grand Jury examined other solutions such as promoting more growth to bring into Yuba City's coffers supplementary tax revenue. Notable growth unfortunately is a challenge due to the need for more infrastructure to attract further business and development. More roads and better roads are a large part of that additional infrastructure. Infrastructure costs money, and Yuba City Public Works lacks the money needed.

During the Sutter County Grand Jury's quest to find a solution to this dilemma we looked to see if cost savings could be found elsewhere in the budget. Our investigations showed that there is no part of the budget that could be trimmed that could make up the 11.5 million dollars necessary to keep the roads in their current condition and 18.5 million to bring them up to the state average condition. That amount of money could not be shifted from another part of the budget without significantly harming core municipal services.

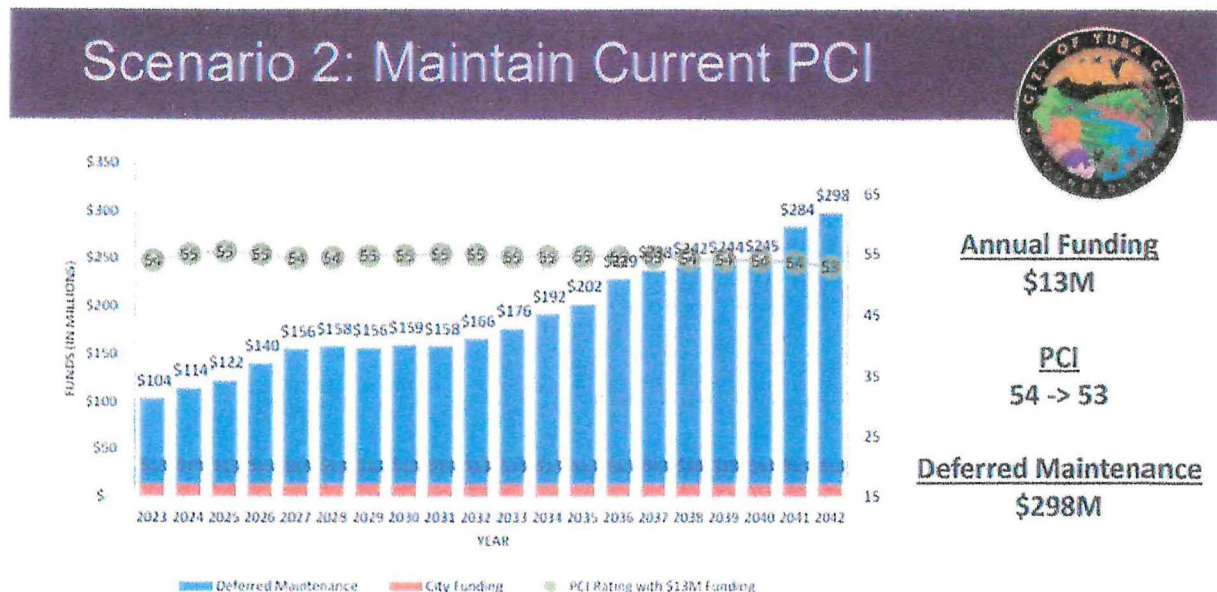
We asked members of Yuba City government about what type of sources could generate the revenue necessary to close this funding gap. Yuba City currently has a budget of 1.5 million for road maintenance but needs closer to 13 million per year to just keep our roads at the current condition. Most California cities with a population over 50,000 have a local tax tailored only for roads. Yuba City is the rare exception of a town without a local sales tax. The Grand Jury found that a one percent sales tax increase would produce approximately 14.5 million dollars a year in new revenue.⁸ That would more than ensure that the city had the necessary funding to service Yuba City's roads at current conditions and even improve them beyond the status quo for at least through 2042.

The Yuba City Council formed an Ad-Hoc Committee from its own body to study the funding challenges for the city's roads and to examine possible solutions. The city is leaning toward a sales tax levy and has hired a marketing firm to design a strategy to help sell the proposal. The amount of 135,000 dollars has been appropriated for this purpose, with an added authorization of perhaps 40,000 dollars for hard costs.

Taking the Public's Temperature and Proving the City's Case

As the Grand Jury neared the end of its investigation and after engaging in a process of elimination, we landed on the difficult proposal of a sales tax to solve the funding crisis with Yuba City's roads. It is the only way that we could determine that a minimal funding shortfall of at least 11.5 million dollars could be made up. However, the Grand Jury is aware that such a solution may not be popular.

Chart 2: The funding level needed to maintain current road pavement conditions and keep deferred maintenance costs down into the future.⁹



Measure A (a county-wide 1% sales tax for a period of 9 years) failed with voters in Sutter County during the 2022 Midterm Elections.¹⁰ We believe that seeking greater input from local voters through various outreach efforts and survey(s) may help the city learn best how to write a ballot measure and market it to the public. We also believe that an independent audit should be authorized by the Council of Yuba City. The Yuba City government should demonstrate to voting residents that they have exhausted every reasonable opportunity to find cost savings in the general fund to significantly finance the city's road maintenance and refurbishment. This "proof in the pudding" ought to be made available for public viewing as published findings of an independent audit. An audit may have some upfront costs, but if its results help the city make a credible case to the people, then it will more than pay for itself in the long run.

One of the best ways that the government of Yuba City can seek to avoid the fate of Sutter County's Measure A is to write a sales tax proposal that specifically tailors the raised tax money to be spent only on road maintenance and refurbishment. Once again, the case must be made, "these new tax dollars will not become a slush fund." The public voting threshold for a specifically tailored tax (2/3 popular vote requirement) may be higher than a tax proposal meant for multi-purpose use (simple majority of 50 + 1), but it will also reinforce the credibility of the city's case that such new tax dollars would only be spent on the roadways.¹¹ Yuba City should work toward offering the public justification for a new sales tax. That might be difficult at first. However, that ought not to stop the effort to make an honest case. Those in municipal government are public servants and have a moral responsibility to do no less in service to the people.

To gain a popular mandate, you must first earn it or as the former and late British Prime Minister Margaret Thatcher once said, "First you win the argument, then you win the vote." No shortcuts.

Findings

- F1 - The road pavements throughout Yuba City currently require extensive maintenance and refurbishment to sufficiently provide for critical transportation infrastructure.
- F2 - The budget for the road pavements of Yuba City is inadequate to improve or even maintain their current Poor/Fair condition into the future.
- F3 - Yuba City has created an App “YC311” to make it easier for residents to report road maintenance concerns.
- F4 - The Yuba City Council is attempting to address the serious problems with the deteriorating municipal road pavements and is struggling to find a funding solution.

Recommendations

- R1 - The City Council of Yuba City must create a funding plan by April 30, 2024 to finance the program that the Public Works Department has formed for continuous improvements of the road pavement conditions throughout Yuba City. (F1, F2)
- R2 - The Yuba City Council must make efforts to survey and determine the public's views on a sales tax for additional funding to address road pavement maintenance by December 31, 2023. (F4)
- R3 - The Sutter County Grand Jury recommends that the Yuba City Council authorize an independent audit to be completed by April 30, 2024, to examine if additional cost savings can be found to help pay for road maintenance and refurbishment. The audit findings must be made available to the public. (F1, F2, F4)
- R4 - The Yuba City Council should propose a sales tax to only Yuba City voters by the next election to increase funding for only road pavement maintenance and refurbishment for Yuba City. (F1, F2, F4)

Request For Required Responses

The following responses are required pursuant to Penal Code sections 933 and 933.05:
From the following governing bodies within 90 days:

- City of Yuba City Council: Respond to Findings (F1, F2, & F4), Respond to Recommendations (R1-R4)

APPENDIX

Chart 3: The funding needed to bring road pavement conditions up to the state average and to reduce deferred maintenance costs to even much lower levels into the future.¹²

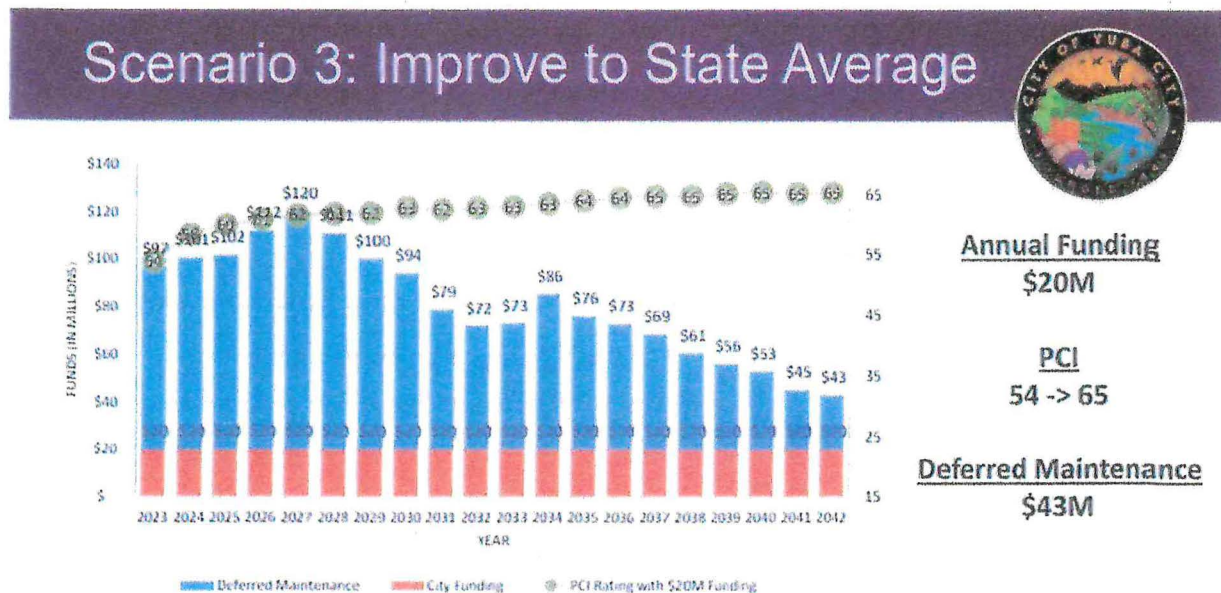


Figure 1. Different Types of Revenue Amounts for the 2022/2023 General Road Fund for Yuba City.

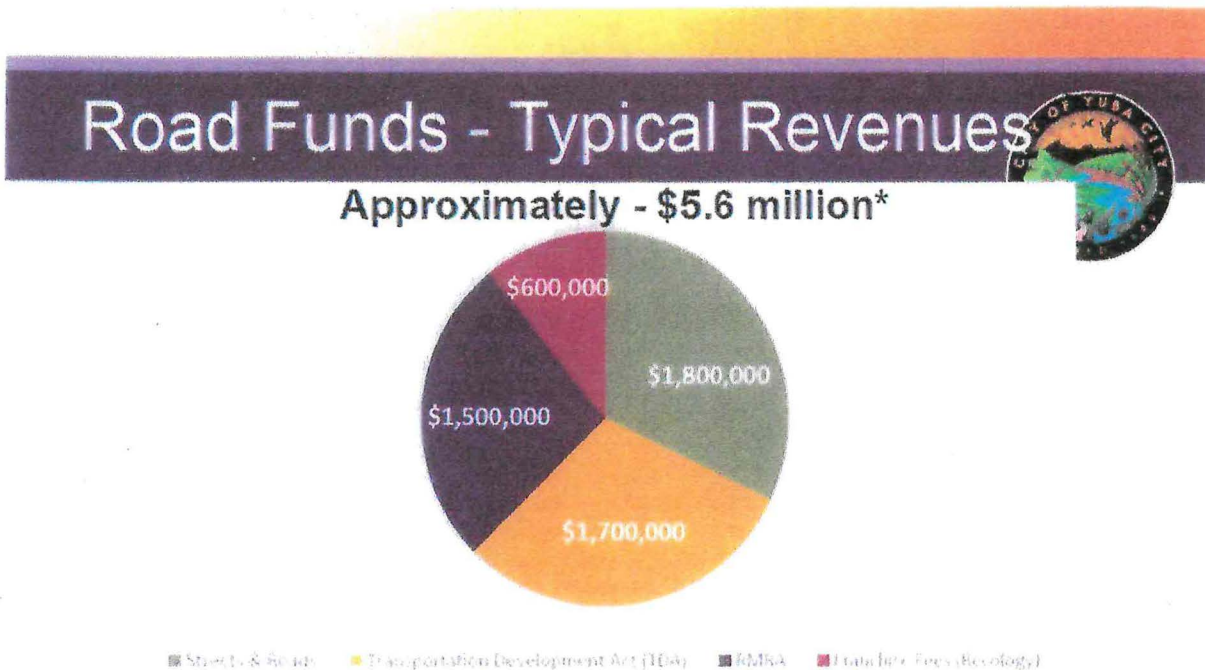


Figure 2. 2022/2023 Yuba City Public Works Department Budget

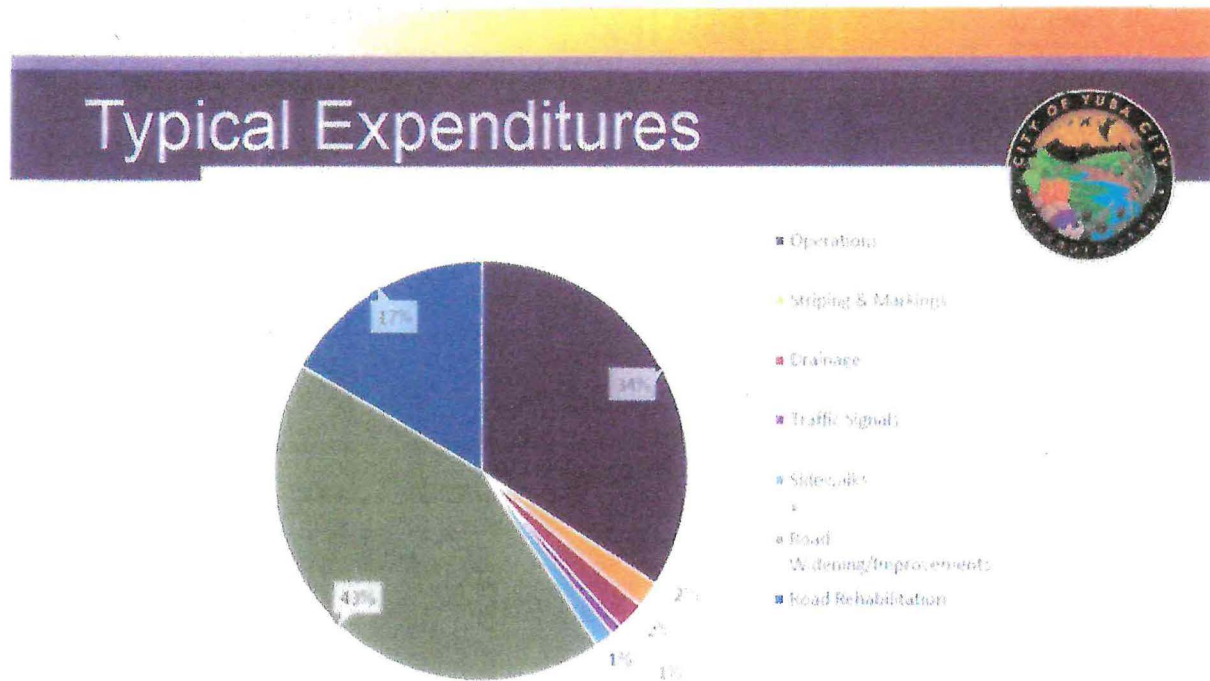


Figure 3. Pavement Condition Index for judging the condition of road pavements.

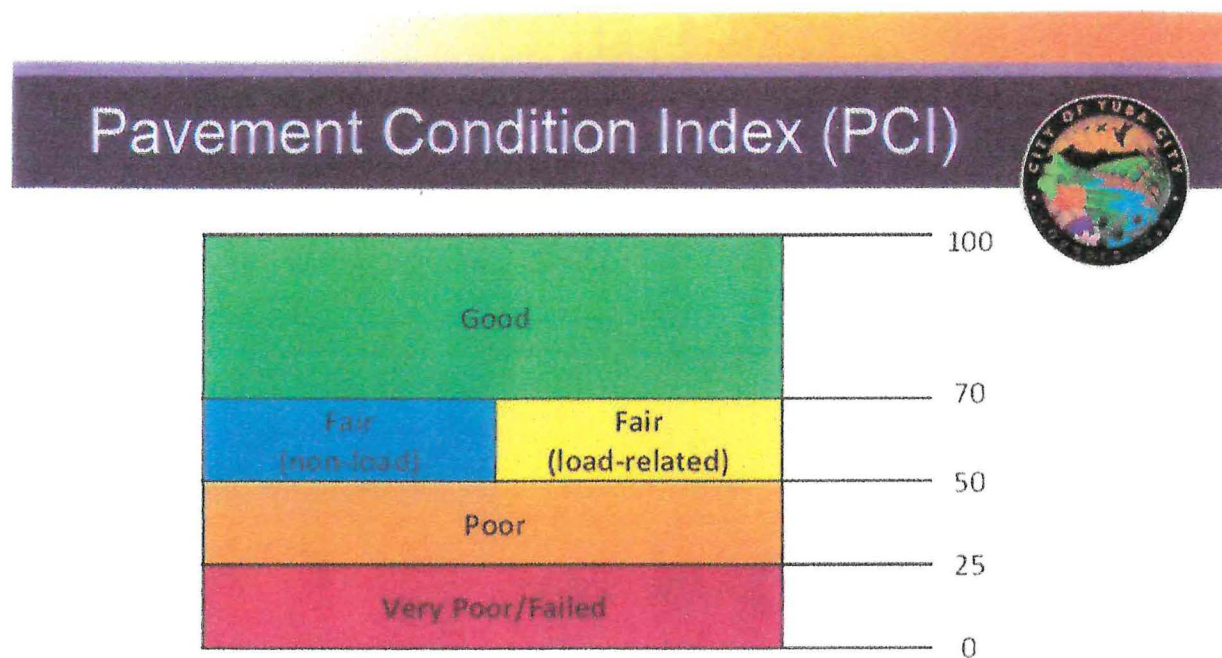


Figure 4. Proportion of Yuba City Roads in Different States of Condition.

Category 1 (Very Good/Good) = 17.3%

Category 2 & 3 (Fair) = 47.1%

Category 4 (Poor) = 26.3%

Category 5 (Very Poor/Failed) = 9.3%

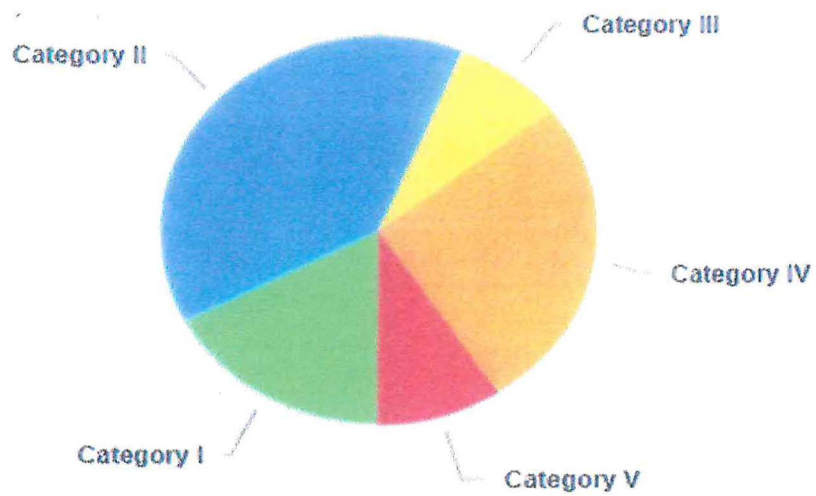


Figure 5. Comparing the cost efficiency of different methods for road pavement maintenance and refurbishment.

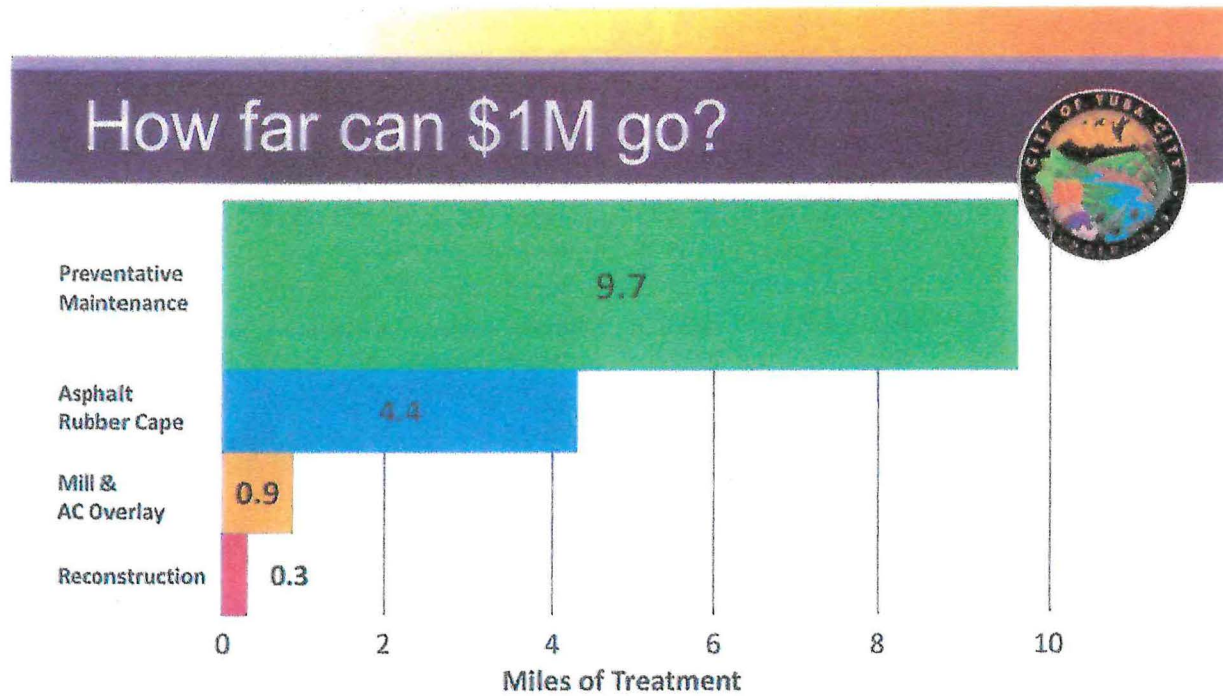
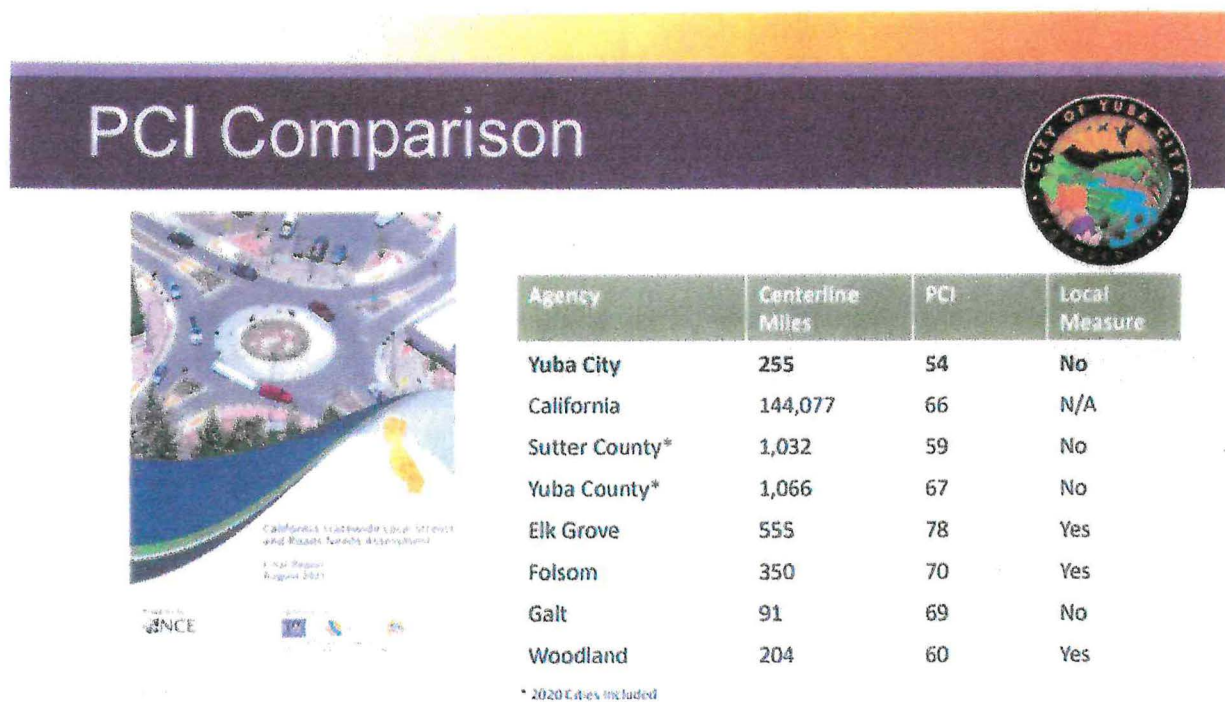


Figure 6. Comparing Yuba City's PCI to other communities in California.



CITY OF YUBA CITY
STAFF REPORT

Date: September 5, 2023
To: Honorable Mayor & Members of the City Council;
From: Police Department
Presentation By: Brian Baker, Police Chief

Summary

Subject: Accept Grant Funding and Expenditure Recommendations for the California Citizens' Option for Public Safety (COPS) Grant of approximately \$100,000

Recommendation: A. Conduct a Public Hearing and after consideration;

B. Adopt a Resolution authorizing the Chief of Police to accept the FY 2023/2024 California Citizens' Option for Public Safety (COPS) funding and approve expenditure recommendations

C. Authorize the Finance Director to make a supplemental budget appropriation for grant revenues to 100-43117 and grant expenditures to 2180-69201

Fiscal Impact: \$100,000 (approximate) account 2180-69201 (State Grant Law Enforcement - Equipment). No City match required.

Council Priority:

Public Safety

Purpose:

To secure additional funding to be used toward the prevention and reduction of crime and violence.

Background:

Each year, dependent upon State Budget priorities, funds may be allocated to law enforcement agencies to assist in carrying out priorities as established by the Chief of Police (or the Sheriff in unincorporated areas or contract cities). Over the last several years, monies have been made available through the State of California to local law enforcement entities in the form of Citizens' Option for Public Safety (COPS) grant.

This year the Yuba City Police Department will receive approximately \$100,000. The State Government Code restricts the money to be used for front line law enforcement purposes and may not be used to supplant any existing law enforcement services provided by the City. The funds from this grant are not required to be utilized in full each year. As a result, there is a fund balance of \$410,000 as of August 1, 2023. It should be noted that \$140,000 of these funds were programed for a CIP project at the police department, leaving a balance of approximately \$270,000.

Analysis:

The Police Department has traditionally utilized funding obtained in this grant for the major approval expenditure category of technology advancements, critical patrol safety equipment, community outreach efforts, and infrastructure improvements for the benefit of frontline law enforcement delivery to the citizens of our community. Funding directions are based upon needs assessments from the Department management group in consultation with the rank and file employees. Prior years expenditures have been for such items as: Complete infrastructure upgrade of the police radio system inclusive of acquisition of a secondary repeater radio frequency and related equipment, the Sutter Buttes Radio Interoperability Project Phase One, Emergency Operations Center retrofit, a total service weapon upgrade for all officers, equipping all patrol vehicles with mobile data terminals integrated with the Police Communications Center, required upgrades in the Fire/Police Computer Aided Dispatching System.

Due to the fund balance currently on hand, the department recommends making the following purchases:

Patrol Related Items

- Defensive Tactics Training Supplies **\$1,000**
- Defensive Tactics High Gear Impact Reduction Suit (2) **\$5,000**
- Defensive Tactics Less Lethal Target Systems (5) **\$12,000**
- Hot-N-Pop heat monitoring systems for (3) K-9 vehicles **\$8,000**

Investigations

- Forensics Computer **\$13,000**

SWAT

- Equipment for Hostage Negotiations Team **\$5,000**
- Optics for SWAT **\$15,250**

Community Outreach

- Community Outreach Event Trailer and Equipment. **\$12,500**
- New Department Badges unique to Yuba City. **\$17,500**
- Visual aides and various handouts for community events and events at local schools. **\$10,000**
- **Contract for Community Engagement Platforms/Crisis Communications \$25,000**

Recruitment

- Community engagement supplies for the recruitment of all staff positions in the police department **\$20,000**

Infrastructure Improvement

- New security gates for the police department. **\$18,000**

TOTAL: \$162,250

Any remaining money can be used as a contingency since these are approximate numbers and not based on competitive bids, at this time, or additional items that are identified at a later date for use by the department.

Fiscal Impact:

\$162,250 account 2180-69201 (State Grant Law Enforcement-Equipment). Authorize the Finance Director to make a supplemental budget appropriation for grant revenues to 100-43117 and grant expenditures to 2180-69201.

Alternatives:

Provide staff with alternative spending paths which will not supplant routine expenditures in the general fund.

Recommendation:

- A. Conduct a public hearing and after consideration;
- B. Adopt a Resolution authorizing the Chief of Police to accept the FY 2023/2024 California Citizens' Option for Public Safety (COPS) funding and approve expenditure recommendations.
- C. Authorize the Chief Financial Officer to make budget adjustments as necessary.

Note: *Public Hearing notification requirements have been met.*

Attachments:

1. ATTACHMENT A 2023-2024 COPS Grant

Prepared By:
Brian Baker
Chief of Police

Submitted By:
Diana Langley
City Manager

ATTACHMENT A

RESOLUTION NO. ____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
AUTHORIZING RECEIPT, ALLOCATION AND EXPENDITURE, OF
THE FY 2023-2024 STATE OF CALIFORNIA CITIZENS' OPTION
FOR PUBLIC SAFETY GRANT (COPS GRANT)**

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

That the City, through the Chief Financial Officer and the Chief of Police, accept, account for, track, allocate and expend as directed the FY 23/24 California Citizens' Option for Public Safety Grant. It is acknowledged the Citizens' Option funding would be in the amount of approximately \$100,000. It is recognized there is no cash match requirement.

That said expenditures be in accordance with grant guidelines, specifically in the area of frontline law enforcement uses and related infrastructure/technology improvements as might be deemed appropriate by the Chief of Police consistent with the practice and Council policy of this and previous years.

That said purchases be in accordance with State of California and City of Yuba City purchasing guidelines.

That the Chief Financial Officer be given authority to adjust the budget as required for grant purposes.

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 4th day of September 2023.

AYES:

NOES:

ABSENT:

ATTEST:

Wade Kirchner, Mayor

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM:

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

CITY OF YUBA CITY
STAFF REPORT

Date: September 5, 2023
To: Honorable Mayor & Members of the City Council;
From: Administration Department
Presentation By: Ciara Wakefield, City Clerk Administrator

Summary

Subject: Establishing Rules and Regulations for the Use of the City Seal, City Logo, and City Council Pins

Recommendation: A. Conduct a Public Hearing and after consideration;

B. Introduce an Ordinance of the City Council of the City of Yuba City establishing rules and regulations for the use of the City Seal, City Logo, and City Council Pins, by title only and waive the first reading

Fiscal Impact: None

Purpose:

To establish rules and regulations for the use of the City Seal, City Logos, and City Council Pins, to ensure they are used only as authorized in appropriate circumstances, and to safeguard against use that may be deceptive, misleading, or fraudulent.

Council's Strategic Goal:

While this Ordinance does not directly speak to Council's Strategic Goals, establishing and protecting the City brand is critical and is important to the City Council.

Background:

The City Seal is used as an official symbol to mark, authenticate and confirm City Government business. Logos, and Council Pins are key elements used to identify City officials and/or City sponsored events. Because these marks represent the City, it is essential that authorized use is defined and limited.

Analysis:

Although the City of Yuba City has worked hard over the years to maintain a solid brand image, no formal rules and regulations have been incorporated into the Municipal Code. Establishing guidelines regarding the use of the City Logo/Seal/Pins are key to maintaining a consistent brand identity and outline clear a path should they be used fraudulently.

The proposed Ordinance is intended to provide clarity and encourage compliance in order to preserve the integrity of the City brand and reputation. Below are the rules and regulations outlined for use of the City

Seal, City Logo, and City Council Pins:

- (a) The City Clerk has charge of the City seal and City logos, and will affix the City seal to all certificates and documents as may be required by law, by the code, or by ordinance of the City.
- (b) All other uses of the City seal, City logos, and other City logos are restricted to official City business and such other appropriate uses that further the operation of the City as may be authorized as otherwise specifically permitted in this code or City policy.
- (c) Except where authorized by law, no person may make or use the City seal, City logos, and other City logos, or any cut, facsimile, or reproduction thereof, or to make or use any seal, logo, or any design which is an imitation of, in the design of, or which may be mistaken for the City seal, City logos, or other City logos, or the design, without the written authorization of the City Manager or the City Manager's designee, and consistent with any adopted City policy.
- (d) City officials, City employees, and members of the City Council, and members of the City boards and commissions, may use stationery, printed materials and other articles with the City logos, or facsimiles of the City logos, and other City logos while acting within the scope of their office or employment or City elected or appointed position.
- (e) No person, including any elected officer of the City, may use the City seal or City logos, in any correspondence or other materials distributed in favor of or against any ballot measure, as part of any political campaign, or in favor of or against any candidate for public office.
- (f) City logos may be requested to be used by outside entities or agencies for events co-hosted or supported by the City consistent with adopted guidelines approved by resolution.
- (g) The City Council pin shall be worn only by current members of the Council to recognize and identify their active service, and may be worn at any time. City Council pins for mayors may only be worn by current and former mayors currently serving on the City Council. Notwithstanding, the Council may adopt guidelines by resolution to provide for use of the City Council pin by former members of the Council on ceremonial and other specified occasions. Additionally, nothing herein shall preclude the use of a City Council pin by its original creator or other person who may be authorized by law.

It shall be unlawful for any person to make or use the City seal, City logos, or City Council pin deceptively, fraudulently, or without express written permission from the City. Unauthorized use of the City seal, City logos, or City Council pin is guilty of a misdemeanor. Such unauthorized use is also declared a public nuisance and the City can abate or enjoin such use pursuant to this code.

Fiscal Impact:

None

Alternatives:

1. City Council may request that staff modify the terms of authorized logo/seal/pin use.
2. City Council may request that staff modify the violations and/or penalties for unauthorized use.
3. City Council may choose to take no action.

Recommendation:

A. Conduct a Public Hearing and after consideration;

B. Introduce an Ordinance of the City Council of the City of Yuba City establishing rules and regulations for the use of the City Seal, City Logo, and City Council Pins, by title only and waive the first reading.

Attachments:

1. DRAFT - Ordinance for Use of City Seal 09.05.23

Prepared By:

Ciara Wakefield
City Clerk Administrator

Submitted By:

Diana Langley
City Manager

ATTACHMENT 1

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF YUBA CITY, CALIFORNIA, ESTABLISHING RULES AND REGULATIONS FOR THE USE OF THE CITY SEAL, CITY LOGO, AND CITY COUNCIL PINS

WHEREAS, the City Council desires to establish rules and regulations for the use of the City Seal, City Logo, and City Council Pins, to ensure they are used only as authorized in appropriate circumstances, and to ensure that unauthorized, deceptive, misleading, or fraudulent use is prohibited.

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

SECTION 1. That Chapter 4 of Title 2 of the Yuba City Municipal Code is hereby added to read in its entirety as follows:

Chapter 4. - CITY SEAL, CITY LOGOS, and CITY COUNCIL PINS

Sec. 2-4.01 Purpose and Objectives.

The purpose of this chapter is to establish rules and regulations for the use of the City seal, City logos, and City Council pins, to ensure they are used only as authorized in appropriate circumstances, and to ensure that they are not used in a way that may be deceptive, misleading, or fraudulent.

Sec. 2-4.02 City Seal.



The City seal above, is property of the City and hereby officially adopted by City Council; all prior seal(s) are no longer in effect as of the effective date of this ordinance. An official digital copy of the City seal is on file with the City Clerk.

Sec. 2-4.02 City Logo.

The City may adopt City logos by resolution from time to time. Any official digital copy of the adopted City logos is on file with the City Clerk.

Sec. 2-4.03 City Council Pins.

The City Council pins, both for members of the Council and mayor, have been created and donated to the City for its use. An official digital copy of the adopted City Council pin is on file with the City Clerk. The City may adopt other City Council pins by resolution from time to time.

Sec. 2-4.04 Use of City Seal, City Logo, or City Council Pin.

- (a) The City Clerk has charge of the City seal and City logos, and will affix the City seal to all certificates and documents as may be required by law, by the code, or by ordinance of the City.
- (b) All other uses of the City seal, City logos, and other City logos are restricted to official City business and such other appropriate uses that further the operations of the City as may be authorized as otherwise specifically permitted in this code or City policy.
- (c) Except where authorized by law, no person may make or use the City seal, City logos, and other City logos, or any cut, facsimile, or reproduction thereof, or to make or use any seal, logo, or any design which is an imitation of, in the design of, or which may be mistaken for the City seal, City logos, or other City logos, or the design, without the written authorization of the City Manager or the City Manager's designee, and consistent with any adopted City policy.
- (d) City officials, City employees, and members of the City Council, and members of the City boards and commissions, may use stationery, printed materials and other articles with the City logos, or facsimile of the City logos, and other City logos while acting within the scope of their office or employment or City elected or appointed position.
- (e) No person, including any elected officer of the City, may use the City seal or City logos, in any correspondence or other materials distributed in favor of or against any ballot measure, as part of any political campaign, or in favor of or against any candidate for public office.
- (f) City logos may be requested to be used by outside entities or agencies for events co-hosted or supported by the City consistent with adopted guidelines approved by resolution.



- (g) The City Council pin depicted above shall be worn only by current members of the Council to recognize and identify their active service, and may be worn at any time. City Council pins for mayors may only be worn by current and former mayors currently serving on the City Council. Notwithstanding, the Council may adopt guidelines by resolution to provide for use of the City Council pin by former members of the Council on ceremonial and other specified occasions. Additionally, nothing herein shall preclude the use of a City Council pin by its original creator or other person who may be authorized by law.

Sec. 2-4.05 Violations; Penalty.

It shall be unlawful for any person to make or use the City seal, City logos, or City Council pin deceptively, fraudulently, or without express written permission from the City. Unauthorized use of the City seal, City logos, or City Council pin is guilty of a misdemeanor. Such unauthorized use is also declared a public nuisance and the City can abate or enjoin such use pursuant to this code.

SECTION 2. Severability. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more section, subsection, subdivision, sentence, clause, phrase, or portion thereof be declared invalid or unconstitutional.

SECTION 3. Effective Date and Publication. This ordinance shall take effect 30 days after its adoption. The City Clerk, or duly appointed deputy, shall attest to the adoption of this Ordinance and shall cause this Ordinance to be posted in the manner required by law.

Introduced and read at a regular meeting of the City Council of the City of Yuba City on the 5th day of September, 2023, and passed and adopted at a regular meeting held on the ____th day of _____, 2023.

AYES:

NOES:

ABSENT:

ABSTAIN:

Wade Kirchner, Mayor
City of Yuba City

ATTEST:

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM:

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

CITY OF YUBA CITY

Future Agenda Items

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

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

Adjournment