



## **AGENDA**

### **OCTOBER 3, 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**

|                      |                                                                             |
|----------------------|-----------------------------------------------------------------------------|
| <b>MAYOR</b>         | <ul style="list-style-type: none"><li>• <b>Wade Kirchner</b></li></ul>      |
| <b>VICE MAYOR</b>    | <ul style="list-style-type: none"><li>• <b>Shon Harris</b></li></ul>        |
| <b>COUNCILMEMBER</b> | <ul style="list-style-type: none"><li>• <b>Marc Boomgaarden</b></li></ul>   |
| <b>COUNCILMEMBER</b> | <ul style="list-style-type: none"><li>• <b>Michael Pasquale</b></li></ul>   |
| <b>COUNCILMEMBER</b> | <ul style="list-style-type: none"><li>• <b>Dave Shaw</b></li></ul>          |
| <b>CITY MANAGER</b>  | <ul style="list-style-type: none"><li>• <b>Diana Langley</b></li></ul>      |
| <b>CITY ATTORNEY</b> | <ul style="list-style-type: none"><li>• <b>Shannon L. Chaffin</b></li></ul> |

**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](mailto:cityclerk@yubacity.net) or [citymanager@yubacity.net](mailto: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**  
**OCTOBER 3, 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](http://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\\_KVGXOPIHTxqIXSS-arV\\_rA](https://yubacity-net.zoom.us/webinar/register/WN_KVGXOPIHTxqIXSS-arV_rA). Emailed comments sent to [cityclerk@yubacity.net](mailto: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. Confer with Real Property Negotiator (Government Code § 54956.8)  
Property: APN 51-095-020, located at 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
  
- B. Conference with Legal Counsel – Anticipated Litigation  
Deciding whether to initiate litigation pursuant to paragraph 4 of subdivision (d) of Government Code Section 54956.9  
One Case

## **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

## **Public Communication**

### **1. Appearance of Interested Citizens**

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

## **Consent Calendar**

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

### **2. Minutes from the September 5th, 7th and 19th, 2023 meeting**

Recommendation: Approve the minutes from the September 5th, 7th and 19th, 2023 meeting

### **3. Autel Drone Replacement**

Recommendation: A. Authorize the Finance Director to record a supplemental budget appropriation for the purchase of one Autel Robotics EVO Dual 640T V3 MDV3 Drone

B. Authorize the Finance Director to perform the required supplemental appropriations and transfers necessary to make this capital asset purchase

### **4. Supplemental Budget Appropriation for the Purchase of (5) Chevrolet Tahoe Police Pursuit Vehicles (FB22-07)**

Recommendation: A. Adopt a Resolution authorizing the Finance Director to record a supplemental budget appropriation to account 6610-69401 for the additional costs to purchase the five (5) Chevrolet Tahoe Pursuit Vehicle in the amount of \$36,231.55

B. Authorize the Finance Director to increase the award amount to Wheeler Chevrolet for FB 22-07 from \$42,613.07 to \$49,859.38

**5. Purchase of (3) APC Smart-UPS Batteries for Server Rooms**

Recommendation: Adopt a Resolution awarding the purchase to Quest Media & Supplies, Inc. for the procurement of (3) APC Smart-UPS Modular Ultra batteries in the amount of \$82,222 utilizing the CMAS contract; and authorize the Finance Director to make a supplemental appropriation utilizing unallocated fund balance from fund 622, Computer Replacement Fund, in the amount of \$22,222 with the finding that it is in the best interest of the City

**6. Public Works Fiscal Year 23/24 Second Quarter Budget Adjustments**

Recommendation: Authorize the Finance Director to make transfers within the 7120 Water Treatment Plant and 8120 Wastewater Treatment Facility operating budget accounts as listed in Attachment 1, including supplemental appropriations in the amount of \$20,000 from unallocated water funds to the 7120 Water Treatment Plant operating budget and in the amount of \$120,918 from unallocated wastewater funds to the 8120 Wastewater Treatment Facility operating budget

**7. Rexel Integrated Services Agreement Award**

Recommendation: Adopt a Resolution awarding a five-year Integrated Services Agreement for support and service of the Rockwell Automation instrumentation systems at the Water Treatment Plant and Wastewater Treatment Facility to Rexel USA, Inc. of Sacramento, CA in the amount of \$169,905, with the finding that it is in the best interest of the City

**8. Lift Station 2 Rehabilitation Project - Contingency Increase**

Recommendation: Adopt a Resolution authorizing an increase in the construction contingency of \$75,480.00 with a finding that it is in the best interest of the City

**9. General Plan Amendment (GPA) 22-01 and Rezone (RZ) 22-02 associated with Tentative Parcel Map (TPM) 22-01 for the Ratliff Duplex Development (Continued from the September 19, 2023 regular meeting)**

Recommendation: Adopt a Resolution of the City Council of the City of Yuba City denying General Plan Amendment 22-01 and Rezone 22-02 for the Ratliff Duplex Development, located on 0.31 acre at the southwest corner of Cooper Avenue and Frederick Street (Assessor's Parcel Numbers 52-283-012 and -013)

**10. CalRecycle Rubberized Pavement Grant - Signature Authority**

Recommendation: Adopt a Resolution authorizing the City Manager to execute and submit all necessary grant documentation for CalRecycle grants for a five-year period

**11. Consideration of Rezone (RZ) 23-02 for the Bains – Bridge Street Project**

Recommendation: Adopt an Ordinance of the City Council of the City of Yuba City to adopt Rezone 23-02 for the Bains – Bridge Street project located on approximately 0.68 acres on the north side of Bridge Street approximately 300 feet west of Walton Avenue (Assessor's



Parcel Numbers 58-080-005), and waive the second reading

**12. Yuba City Active Transportation Plan (Grant Award)**

Recommendation: Adopt a Resolution which makes the following actions:

A. Authorizes the City Manager to execute and submit all necessary documentation related to the Caltrans Sustainable Transportation Planning, Sustainable Communities Grant

B. Authorizes the Finance Director to make necessary budget adjustments and supplemental appropriations in the appropriate revenue and expenditure accounts

**13. Signature Authority – DTSC Grant Application for cleanup of Successor Agency-owned property (442 B Street)**

Recommendation: Adopt a Joint Resolution which takes the following actions:

A. Authorizes the City of Yuba City to apply for an Equitable Community Revitalization Grant for the cleanup of Successor Agency-owned property located at 422 B Street (APN 52-380-019)

B. Authorizes the Chair of the Successor Agency to sign an Owner Attestation Form and Site Access Agreement necessary for the grant application

C. Authorizes the City Manager of the City of Yuba City to execute all necessary grant application documents

**14. Successor Housing Agency to the Yuba City Redevelopment Agency Sale of 825 Jones Street to Harminder Singh Maan and Karmjit Kaur Maan**

Recommendation: Adopt a Resolution authorizing the City Manager, as the Executive Director on behalf of the Board of Directors 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 \$290,000 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

**Business Items**

**15. Certifying Need for CalPERS 180-Day Wait Period Exception for Robert Condrey to be appointed as – Passenger Bus Driver**

Recommendation: Adopt a Resolution

A. Certifying the need for exception of the CalPERS 180-day wait period for Robert Condrey to be appointed as a passenger bus driver

B. Approving the employment agreement and appointing Robert Condrey as provided in the Resolution following

approval by CalPERS

**16. Heavy Equipment Lease Financing**

Recommendation: Adopt a Resolution awarding a contract for lease purchase financing services to JPMorgan Chase Bank, N.A., to finance the purchase of two dump trucks and an all-terrain fire engine through a Master Lease Agreement for a \$1,000,000 line of credit

**17. Boat, Trailer, RV Parking in Front Yard Areas**

Recommendation: A. Provide any additional feedback to staff and;

B. Initiate a Municipal Code amendment to revise the standards associated with the parking of boats, trailers, and recreational vehicles within residential front yard areas

**18. Consideration of 1111 Gray Ave Public Convenience or Necessity Request**

Recommendation: Adopt a Resolution making a finding of public convenience or necessity for the premise-to-premise transfer of a Type 21 (Off-Sale General) Alcoholic Beverage Control (ABC) License at 1111 Gray Avenue

**19. Emergency Organization Structure**

Recommendation: A. Conduct a Public Hearing and;

B. Introduce an Ordinance of the City Council of the City of Yuba City, California, Amending Chapter 8 of the Yuba City Municipal Code regarding emergency organization, and waive the first reading

**20. 2023 Nagar Kirtan Sikh Parade**

Recommendation: Receive an update from staff on the planning efforts for the 2023 Nagar Kirtan Sikh Parade

**Future Agenda Items**

**21. 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

**22. City Manager's Report**

**23. City Council Reports**

**Adjournment**

## CITY OF YUBA CITY

### Public Communication

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

#### **Procedure**

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

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

#### **Request for additional time to address Council**

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

#### **Procedure**

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

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

Or email to:  
Jackie Sillman, City Clerk  
[cityclerk@yubacity.net](mailto:cityclerk@yubacity.net)

CITY OF YUBA CITY  
STAFF REPORT

**Date:** October 3, 2023  
**To:** Honorable Mayor & Members of the City Council;  
**From:** Administration Department  
**Presentation By:** Ciara Wakefield, City Clerk Administrator

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**Summary**

**Subject:** Minutes from the September 5th, 7th and 19th, 2023 meeting  
**Recommendation:** Approve the minutes from the September 5th, 7th and 19th, 2023 meeting  
**Fiscal Impact:** None

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**Attachments:**

1. 09-05-2023 - Regular Meeting Minutes (DRAFT)
2. 09-07-2023 - Special Meeting Council Workshop Minutes (DRAFT)
3. 09-19-2023 Regular Meeting Minutes (DRAFT)

**Prepared By:**  
Ciara Wakefield  
City Clerk Administrator

**Submitted By:**  
Diana Langley  
City Manager

# ATTACHMENT 1

**MINUTES (DRAFT)**  
**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**

**Call to Order**

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

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 6:03 PM

**Roll Call**

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

### **Invocation/Inspiration**

Pastor David Kim, First United Methodist Church of Yuba City

### **Pledge of Allegiance to the Flag**

Past Councilmember Manny Cardoza

### **City Attorney's Report on Closed Session Items**

No reportable action

### **Agenda Modifications/Approval of Agenda**

Item 7 was pulled from the agenda

### **Ceremonial Presentations**

#### **1. Fletcher's Plumbing 50 Year Anniversary Proclamation**

Mayor Kirchner presented a proclamation to Carl and Adam Fletcher, owners of Fletcher's Plumbing

#### **2. Deputy Andre Licon Certificate of Commendation**

Mayor Kirchner presented a Certificate of Commendation to Sherrif Deputy Andre Licon

### **Public Communication**

#### **3. Appearance of Interested Citizens**

The following spoke

- Teresa Schmidt
- Sandee Drown
- Heather Esemann
- Tom Burns
- Benjamin Garcia
- Kim Marguard

### **Consent Calendar**

Item 7 was pulled from the Agenda

Councilmember Shaw moved and Councilmember Pasquale seconded the motion to approve Consent Calendar items 4-6 & 8

**4. Minutes from the August 15, 24 and 30, 2023 meetings**

Minutes approved from the August 15, 24 and 30, 2023 meetings

**5. Updated PRISMHealth Program Memorandum of Understanding**

Adopted **Resolution No. 23-107** Approving Updated PRISMHealth Program Memorandum of Understanding and Authorizing the City Manager to execute the same

**6. Richland Waterline Extension Project (Plans and Specifications)**

Adopted **Resolution No. 23-108** 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

[Item 7. pulled]

**7. ~~Successor Housing Agency Sale of 825 Jones Street to Harminder Singh Maan, et al~~**

Action: ~~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**

Adopted **Ordinance 010-23** 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

The motion was passed unanimously

**Business Items**

**9. Special Event Permit Application Process and Event Fees**

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 23-109** approving a Special Event Permit process and amending the



schedule of fees and charges for City services related to the same

The motion was passed unanimously

**10. 2022-2023 Grand Jury Report Response**

The following spoke

- Heather Esemann
- Benjamin Garcia
- Tom Burns

Councilmember Pasquale moved and Councilmember Boomgaarden seconded the motion to:

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

The motion was passed unanimously

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

Mayor Kirchner opened a Public Hearing

No public comment

Mayor Kirchner closed the Public Hearing

Councilmember Shaw moved and Councilmember Pasquale seconded the motion to:

B. Adopt **Resolution 23-110** 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

The motion was passed unanimously

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

Mayor Kirchner opened a Public Hearing

The following spoke

- Manny Cardoza
- Tom Burns
- Benjamin Garcia

Mayor Kirchner closed the Public Hearing

Councilmember Shaw moved and Councilmember Pasquale seconded the motion to:

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

[Including amendment to Section 2-4.04 G as outlined by the City Attorney]

The motion was passed unanimously

### **Future Agenda Items**

#### **13. Future Agenda Items**

No suggestions made

### **Reports and Communications**

#### **14. City Manager's Report**

#### **15. City Council Reports**

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

### **Adjournment**

Mayor Kirchner adjourned the Regular Meeting of the City Council and the Housing Successor Agency at 8:03 PM

ATTEST:

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Wade Kirchner, Mayor

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Ciara Wakefield, Deputy City Clerk

/js

## ATTACHMENT 2

**MINUTES (DRAFT)**  
**SPECIAL MEETING, CITY COUNCIL - CITY OF YUBA CITY**  
**SEPTEMBER 7, 2023 - 8:00 A.M.**

**FIRE ADMINISTRATION, 824 CLARK AVENUE**  
**YUBA CITY CA 95993**

**Special Meeting**

The Special Meeting of the City Council was called to order by Mayor Kirchner at 8:05 am

**Roll Call**

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

**Pledge of Allegiance to the Flag**

Mayor Kirchner led the pledge

**Public Communication**

No public comment

**General Items**

1. **City Council Team Building & Strategic Planning, facilitated by Juan Lopez, Amistad and Associates**

Workshop facilitated by Juan Lopez, no action taken.

**Adjournment**

Mayor Kirchner adjourned the Special Meeting at 3:06 pm

ATTEST:

\_\_\_\_\_  
Wade Kirchner, Mayor

\_\_\_\_\_  
Ciara Wakefield, Deputy City Clerk

/js

## ATTACHMENT 3

**MINUTES (DRAFT)**  
**REGULAR MEETING OF THE**  
**HOUSING SUCCESSOR AGENCY**  
**AND CITY COUNCIL - CITY OF YUBA CITY**  
**SEPTEMBER 19, 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 5:04 PM

**Roll Call**

Present: Mayor Kirchner and Councilmembers Boomgaarden and Harris

Absent: Councilmembers Pasquale and Shaw

**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; and  
APN 51- 095-020, located at 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
- B. Conference with Labor Negotiators (Pursuant to Government Code, Section 54957.6.) Agency designated representatives: Diana Langley, City Manager, Natalie Springer, Human Resources Director, Ann Gillen, 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

No public comment received

**Regular Meeting**

**Roll Call**

Present: Mayor Kirchner and Councilmembers Boomgaarden and Harris

Absent: Councilmembers Pasquale and Shaw

### **Invocation/Inspiration**

Pastor Dan Callaghan from Legacy Church Yuba City

### **Pledge of Allegiance to the Flag**

Councilmember Marc Boomgaarden

### **City Attorney's Report on Closed Session Items**

No reportable action

### **Agenda Modifications/Approval of Agenda**

No changes were made

### **Ceremonial Presentations**

#### **1. Tortilleria Flores Retirement Proclamation**

Mayor Kirchner presented a proclamation to Jose and Maria Flores, owners of Tortilleria Flores

#### **2. Introduction of Dr. Pan, Chancellor for Yuba Community College District**

Dr. Pan, Yuba Community College District Chancellor, gave a presentation

#### **3. Zoning Audits Presentation by Jamin Kimmell from Cascadia Partners**

Jamin Kimmell from Cascadia Partners presented the Zoning Code Audit

### **Public Communication**

#### **4. Appearance of Interested Citizens**

Kim Marquard spoke

Phil Treanor spoke

Tom (Unknown last name) spoke

Benjamin Garcia spoke

### **Consent Calendar**

Vice-Mayor Harris moved and Councilmember Boomgaarden seconded the motion to approve Consent Calendar items 5-9

5. **Successor Housing Agency Sale of 847 Chestnut Street to Chy Eaton and Robert Eaton**

Adopt **Resolution 23-111** 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 847 Chestnut Street (APN 52-161-036), and all other necessary documents, in the amount of \$348,500 to Chy Eaton and Robert Eaton, 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

6. **DWR 2022 Urban Community Drought Relief Grant Award**

- A. Adopt **Resolution 23-112** authorizing the Public Works and Development Services Director or designee to apply, accept, and execute all documents associated with Department of Water Resources 2022 Urban Community Drought Relief Grant Program for the City-owned Property Turf Replacement Project on behalf of the City
- B. Adopt **Resolution 23-113** authorizing the Public Works and Development Services Director or designee to apply, accept, and execute all documents associated with Department of Water Resources 2022 Urban Community Drought Relief Grant Program for the Commercial Property Turf Replacement Rebate Program on behalf of the City
- C. Adopt **Resolution 23-114** awarding a Professional Services Agreement to Blais & Associates of Little Elm, TX and Irvine, CA for grant management services in the amount of \$60,090 plus a contingency of \$12,000, with the finding that it is in the best interest of the City
- D. Adopt **Resolution 23-115** authorizing the Finance Director to appropriate \$3,415,152 in state grant funds to administer project funding in a new Capital Improvement Program account and authorizing the Finance Director to make necessary supplemental appropriations and related transfers

7. **Easement Purchase for the Wastewater Treatment Facility Effluent Discharge Outfall Diffuser Project – Yoshimi Yokohari Revocable Trust**

Adopt **Resolution 23-116** approving an Agreement for Purchase and Sale of Fee Interest and Easements, Pipeline Easement Agreement, Right of Entry/Temporary Construction Easement Agreement, and Grant Deed for the Wastewater Outfall Diffuser Project between Garden Highway and the Feather River west levee approximately 2,600 feet south of Barry Road (APN 23- 180-006)

8. **Anneka Lane Sewer Replacement Project**

Adopt **Resolution 23-117** awarding a construction contract to Santos



Excavating, Inc., of Chico, CA in the amount of their total bid of \$267,676.00 and authorizing the City Manager to execute the contract on behalf of the City, subject to review and approval as to legal form by the City Attorney

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

Adopt **Ordinance 011-23** 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 second reading

The motion passed with three (3) votes [Pasquale & Shaw absent]

**Business Items**

**10. Shanghai Garden Park Playground Equipment**

Heather Esemann spoke

Kim Marquard spoke

City Council received options for the playground equipment at Shanghai Garden Park and provided direction to staff

**11. Consideration of Development Plan 23-02: Merriment Village Apartments**

Mayor Kirchner opened a Public Hearing

Matt Goody spoke

Mayor Kirchner closed the Public Hearing

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

Adopt **Resolution 23-118** of the City Council of the City of Yuba City to determine that the project is statutorily exempt from environmental review pursuant to Assembly Bill 140 as reflected in Health and Safety Code Section 50675.1.4., and approve Development Plan 23-02, Merriment Village Apartments, subject to the Conditions of Approval, for the development of a 218-unit income-based (affordable) apartment complex, located on a 7.7- acre parcel at 428 North Walton Avenue (Assessor's Parcel Number 58-120-001)

The motion passed with three (3) votes

**12. Consideration of General Plan Amendment (GPA) 22-01 and Rezone (RZ) 22-02 associated with Tentative Parcel Map (TPM) 22-01 for the Ratliff Duplex Development**

Mayor Kirchner opened a Public Hearing

Heather Sims Goodlin spoke

Curtis Henderson spoke

Kay Sims spoke

Ron (Unknown last name) spoke

Mayor Kirchner closed the Public Hearing

City Council directed staff to return to the meeting on October 3, 2023 with a Resolution for denial of General Plan Amendment 22-01 for the Ratliff Duplex Development located on approximately 0.31 acres at the southwest corner of Cooper Avenue and Frederick Street (Assessor's Parcel Numbers 52- 283-012 and -013)

~~B. Adopt a Resolution of the City Council of the City of Yuba City approving Environmental Assessment 22-04, a Mitigated Negative Declaration, and contingently approving General Plan Amendment 22-01 for the Ratliff Duplex Development located on approximately 0.31 acres at the southwest corner of Cooper Avenue and Frederick Street (Assessor's Parcel Numbers 52- 283-012 and -013); and~~

~~C. Introduce an Ordinance of the City Council of the City of Yuba City to adopt Rezone 22-02 for the Ratliff Duplex Development located on approximately 0.31 acres at the southwest corner of Cooper Avenue and Frederick Street (Assessor's Parcel Numbers 52-283-012 and -013)~~

**13. Consideration of General Plan Amendment (GPA) 23-02 and Rezone (RZ) 23-02 for the Bains – Bridge Street project**

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:

B. Adopt **Resolution 23-121** of the City Council of the City of Yuba City approving Environmental Assessment 23-04, a Mitigated Negative Declaration, and contingently approving General Plan Amendment 23-02 re-designating 0.68 acre from Office and Office Park (O) land use designation to Medium-High Density Residential (HDR) for the Bains – Bridge Street project, located on the north side of Bridge Street approximately 300 feet west of Walton Avenue (Assessor's Parcel Numbers 58-080-005); and

C. Introduce an Ordinance of the City Council of the City of Yuba City to adopt Rezone 23-02 for the Bains – Bridge Street project located on approximately 0.68 acres on the north side of Bridge Street approximately 300 feet west of Walton Avenue (Assessor's Parcel Numbers 58-080-005)

[Including amendments as outlined by the City Attorney]

The motion passed with three (3) votes

[Item 14 was pulled]

**14. ~~General Plan Amendment No. 3 of 2023~~**

~~Adopt a Resolution of the City Council of the City of Yuba City approving General Plan Amendment No. 3 of 2023~~

**15. CDBG 2022 Consolidated Annual Performance and Evaluation Report**

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:

Approve the 2022 CAPER and adopt **Resolution 23-119** authorizing staff to submit all necessary documents to the U.S. Department of Housing and Urban Development (HUD)

The motion passed with three (3) votes

**16. Burned/Damaged Building Abatement**

Heather Esemann spoke

Janice (Unknown last name) spoke

Jacqueline (Unknown last name) spoke

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

- A. Implement policy to initiate Vacant Building Plan provision of the City's Public Nuisance Ordinance within 30-days of receipt of notification of a burned building; and
- B. Direct staff to annually apply for the use of Community Development Block Grant (CDBG) funding for the abatement of blighted buildings in low-moderate income areas; and
- C. Direct staff to review and recommend funding options through the 2024-2025 budget cycle for the potential abatement of blighted buildings

The motion passed with three (3) votes

**17. Consideration of ARCO AM/PM Public Convenience or Necessity Request**

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

Adopt **Resolution 23-120** making a finding of public convenience or necessity for the issuance of a Type 21 (off-sale general) Alcoholic Beverage Control (ABC) License at the northwest corner of State Highway 20 and Harter Parkway (ARCO AM/PM with fuel facility)

The motion passed with three (3) votes

**Future Agenda Items**

**18. Future Agenda Items**

No suggestions made

## **Reports and Communications**

### **19. City Manager's Report**

### **20. City Council Reports**

- Councilmember Boomgaarden
- Vice Mayor Harris
- Mayor Kirchner

## **Adjournment**

Mayor Kirchner adjourned the Regular Meeting of the City Council at 9:02 PM

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Wade Kirchner, Mayor

ATTEST:

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Ciara Wakefield, Deputy City Clerk

CITY OF YUBA CITY  
STAFF REPORT

**Date:** October 3, 2023  
**To:** Honorable Mayor & Members of the City Council;  
**From:** Police Department  
**Presentation By:** Stephan Thornton, Police Lieutenant

---

**Summary**

**Subject:** Autel Drone Replacement

**Recommendation:** A. Authorize the Finance Director to record a supplemental budget appropriation for the purchase of one Autel Robotics EVO Dual 640T V3 MDV3 Drone

B. Authorize the Finance Director to perform the required supplemental appropriations and transfers necessary to make this capital asset purchase

**Fiscal Impact:** Funding is available from payment received from Aliant Insurance in the amount of \$7,500.00

---

**Purpose:**

To replace Autel drone damaged during deployment.

**Background:**

The Police Department's Autel drone was deployed for an incident. During the incident, the drone was placed in hover mode while the pilot assisted other officers with an emergency situation. While the drone was returning to the original place of deployment, it collided with a small tree branch, causing the unit to crash. The drone sustained major damage to a propeller arm, the onboard camera, and guidance sensors. A claim for damages was placed with Aliant Insurance. Aliant Insurance determined the damaged drone to be a complete loss. Aliant Insurance paid to replace the drone for a total amount of \$7,500.00.

**Council's Strategic Goal:**

The replacement is replacing a drone to further the council's strategic goal of public safety.

**Analysis:**

The city of Yuba City insurance company, Aliant Insurance, reimbursed the city \$7,500.00 replacement value of the drone. The cost of replacement is \$6,999.00 plus tax and shipping.

**Fiscal Impact:**

The replacement funding is available from the payment received from Aliant Insurance in the amount of \$7,500.00.

**Recommendation:**

Authorize the Finance Director to record a supplemental budget appropriation for the purchase of one Autel Robotics EVO Dual 640T V3 MDV3 Drone

Authorize the Finance Director to perform the required supplemental appropriations and transfers necessary to make this capital asset purchase

**Attachments:**

None

Prepared By:  
Stephan Thornton  
Lieutenant

Submitted By:  
Diana Langley  
City Manager

CITY OF YUBA CITY  
STAFF REPORT

**Date:** October 3, 2023  
**To:** Honorable Mayor & Members of the City Council;  
**From:** Police Department  
**Presentation By:** Brent Slade, Lieutenant

---

**Summary**

**Subject:** Supplemental Budget Appropriation for the Purchase of (5) Chevrolet Tahoe Police Pursuit Vehicles (FB22-07)

**Recommendation:** A. Adopt a Resolution authorizing the Finance Director to record a supplemental budget appropriation to account 6610-69401 for the additional costs to purchase the five (5) Chevrolet Tahoe Pursuit Vehicle in the amount of \$36,231.55

B. Authorize the Finance Director to increase the award amount to Wheeler Chevrolet for FB 22-07 from \$42,613.07 to \$49,859.38

**Fiscal Impact:** \$36,231.55 in additional costs for the purchase of the five (5) police vehicles. The additional funding required is available in the Vehicle Replacement Fund #6610-69401

---

**Purpose:**

Acquire additional funding to purchase the five (5) Chevrolet Tahoe Police Pursuit Vehicles

**Council's Strategic Goal:**

This item supports the City Council's Strategic Goal of Public Safety.

**Background:**

In April 2022 the City approved the purchase of five (5) Chevrolet Tahoe Police Pursuit Vehicles purchased through Wheeler Chevrolet (FB22-07).

**Analysis:**

In August 2023 Police Department staff received notification that the five (5) Chevrolet Tahoe Police Pursuit Vehicles were in production.

In September 2023 Police Department staff received notification from Wheeler Chevrolet that the price of the vehicles had increased significantly. The previous approved purchase price per vehicle was \$42,613.01 with a total for the five (5) vehicles being \$213,065.05 that included a five-year warranty. Wheeler Chevrolet later informed Police Department staff that an extended warranty was not available

for police vehicles. According to Wheeler Chevrolet, the new invoice price per vehicle is \$49,859.38 with a total purchase for the five (5) vehicles being \$249,296.90. Wheeler Chevrolet advised they were unable to honor the price that was reflected during the bidding process of \$42,613.07 with the extended warranty.

Police Department staff spoke with Wheeler Chevrolet staff to inquire about the significant increase. Police Department staff were advised that the original bid presented by Wheeler Chevrolet reflected the price for a 2022 Chevrolet Tahoe Pursuit Vehicle and not the price for a 2023 Chevrolet Tahoe Pursuit vehicle, because GM had not released the pricing for a 2023 vehicle at the time of the bid process. However, Wheeler Chevrolet had failed to submit any projected price increase during the bid process like the other Chevrolet dealers had done.

Police Department staff spoke with other Chevrolet dealers that specialize in police vehicles to inquire if they had received the same price increase on vehicles agencies had ordered in 2022 for the model year 2023 Chevrolet Tahoe Police Pursuit vehicles. Chevrolet staff advised they did see a slight increase, but they lock in pricing when they submit orders through GM. According to a Chevrolet dealer, they possess the California state contract for police vehicles and annually place orders for a significant number of vehicles from GM. During the bidding process, they strongly asserted that Wheeler Chevrolet would be unable to offer a vehicle at the price specified in the bid.

The Police Department has waited for these five (5) vehicles for over two (2) years and is in dire need of these vehicles. The City would see a significant increase in maintenance costs and repairs if the vehicles needing replacement were kept in service for another year. It is likely that these five vehicles needing replacement will not remain operable until the 2024 bidding process opens. Police Department staff spoke with staff at Winner Chevrolet Inc. and asked if they had any 2023 Chevrolet Tahoe Pursuit Vehicles for purchase. Winner Chevrolet Inc. staff advised that all of their 2023 Chevrolet Tahoe Pursuit Vehicles were already accounted for.

**Fiscal Impact:**

\$36,231.55 in additional costs for the purchase of the five (5) police vehicles. The additional funding required is available in the Vehicle Replace Fund #6610-69401

**Alternatives:**

1. Reject the supplemental budget appropriation
2. Do not purchase the replacement vehicles

**Recommendation:**

A. Adopt a resolution authorizing the Finance Director to record a supplemental budget appropriation to account 6610-69401 for the additional costs to purchase the five (5) Chevrolet Tahoe Pursuit Vehicle in the amount of \$36,231.55.

B. Authorize the Finance Director to increase the award amount to Wheeler Chevrolet for FB 22-07 from \$42,613.07 to \$49,859.38.

**Attachments:**

1. RESOLUTION
2. WHEELER CHEVROLET INVOICE
3. LETTER FROM WHEELER CHEVROLET
4. ORIGINAL STAFF REPORT FB22-07



Prepared By:  
Brent Slade  
Police Lieutenant

Submitted By:  
Diana Langley  
City Manager

# ATTACHMENT 1

**RESOLUTION NO. \_\_\_\_**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY  
AUTHORIZING AN ADDITIONAL PAYMENT FOR A PRICE INCREASE FROM  
WHEELER AUTO CENTER REGARDING THE PURCHASE OF FIVE (5)  
CHEVROLET TAHOE POLICE VEHICLES**

WHEREAS, the City issued a Formal Bid on March 22, 2022 to award a contract to the lowest, most responsive vendor to provide five Chevrolet Tahoe Police vehicles; and

WHEREAS, the City received two bids at the time of the bid opening and staff recommend awarding the purchase of the five Chevrolet Tahoe Police vehicles to Wheeler Auto Center of Yuba City, CA as the lowest bidder; and

WHEREAS, Wheeler Auto Center's bid was for of \$42,613.07 per unit, including a five-year/100,000 mile warranty; and

WHEREAS, City staff contacted Wheeler Auto Center, who confirmed that the bid was correct and was accurate; and

WHEREAS, the City subsequently awarded the bid and approved the purchase of the five Chevrolet Tahoe Police Vehicles from Wheeler Auto Center on April 19, 2022; and

WHEREAS, on August 24, 2023, more than a year after the award of the bid, the City's Police Department first received notice the five Chevrolet Tahoe Police Vehicles were in production; and

WHEREAS, on September 13, 2023, Wheeler Auto Center further informed the City that it would no longer be able to honor the price reflected during the bidding process, and instead stated the price had increased from \$42,613.07 to \$49,859.38 per unit. This increase did not include the benefit of the five year/100,000 mile warranty for each unit; and

WHEREAS, since the bid was originally awarded more than a year and a half ago, the intervening delay has caused the availability of reliable police vehicles to become urgent. Furthermore, if the City were to restart the bidding process would only compound the impact on the City given automotive production delays and manufacturing times, which could be exacerbated by strikes that are currently affecting General Motors; and

WHEREAS, to minimize further impact upon the City, and to ensure the protection public safety, the City Council desires to authorize staff to make the additional payment for the five Chevrolet Tahoe Police vehicles to the Wheeler Auto Center under a reservation of rights as set forth below.

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

1. The recitals are incorporated by reference as if set forth in full herein.
2. The City Council authorizes the Finance Director to make a supplemental budget appropriation from the vehicle replacement fund in the amount of \$36,231.55.

3. The City Council authorizes the Finance Director to make the additional payment in a total amount not to exceed \$49,859.38 per unit to acquire the five Chevrolet Tahoe Police vehicles to the Wheeler Auto Center under either a reservation of rights or payment under protest.
4. The City Council finds and declares that nothing in this Resolution shall waive the City's rights and remedies under the law. Likewise, nothing in this Resolution implies, directly or indirectly, that any delay, post-award change of terms, additional price increases above the bid amount, performance history, etc., are those which constitute the actions of a responsible bidder.
5. This Resolution shall take effect immediately.

The foregoing Resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 3rd day of October 2023.

AYES:

NOES:

ABSENT:

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Wade Kirchner, Mayor

ATTEST:

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Ciara Wakefield, Deputy City Clerk

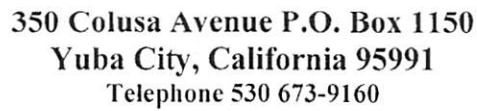
APPROVED AS TO FORM:  
COUNSEL FOR YUBA CITY:

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Shannon Chaffin, City Attorney

Aleshire & Wynder, LLP

## ATTACHMENT 2



|        |            |
|--------|------------|
| NUMBER | DATE       |
| ORDER  | 09/15/2023 |
|        |            |
|        |            |

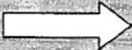
**City of Yuba City**  
1201 Civic Center Blvd  
Yuba City, CA 95993  
Attn: Brent Slade

TO BE PAID AT TIME OF DELIVERY

TO INSURE PROPER CREDIT, DETACH AND RETURN WITH REMITTANCE

AMOUNT ENCLOSED \_\_\_\_\_

|        |            |
|--------|------------|
| NUMBER | DATE       |
| ORDER  | 09/15/2023 |

| DATE    | REFERENCE | DESCRIPTION              | CHARGES                                                                              | Grand Total |
|---------|-----------|--------------------------|--------------------------------------------------------------------------------------|-------------|
|         | 1         | 2023 CHEVY TAHOE 2WD PPV |                                                                                      | \$46,365.00 |
|         |           | TIRE FEE                 |                                                                                      | \$8.75      |
|         |           | SALES TAX                |                                                                                      | \$3,367.63  |
|         |           | DOC FEE                  |                                                                                      | \$85.00     |
|         |           | CVR                      |                                                                                      | \$33.00     |
|         |           |                          | <b>TOTALS</b>                                                                        |             |
|         |           |                          |  |             |
|         |           |                          | <b>TOTAL</b>                                                                         | \$49,859.38 |
| CURRENT |           |                          |                                                                                      |             |
|         |           |                          |                                                                                      |             |
|         |           |                          |                                                                                      | Bid         |

# ATTACHMENT 3





350 Colusa Avenue P. O. Box 1150  
Yuba City, California 95991  
Telephone 530 673-9160

Date: September 25, 2023

To: City Council, City of Yuba City  
1201 Civic Center Blvd  
Yuba City, CA 95993

Re: Chevrolet Tahoe PPV Units

Gentlemen,

First, I'd like to start with an apology for the delay and inability to deliver the Tahoe's in a timely manner. We understand the importance of having these vehicles, especially for the safety of our law enforcement officers. As you are aware, it has been a huge struggle for the dealerships to obtain vehicles due to the pandemic and supply issues. As GM and other manufacturers made best attempts to build new vehicles, the supply for the specialty vehicles such as the Tahoe PPV's were impacted even more severely.

And due to these issues, GM has increased the prices of the vehicles which has affected the affordability by the consumers. The Tahoe PPV's were impacted by the price increase as well, increasing the MSRP from \$44,147 to \$52,696 on the new model. When we started the order process in March/April of 2022, we did not have the pricing information for the new 2023 models and the 2022 models were no longer orderable. Per GM's instructions, we estimated the cost of the Tahoe's and submitted the order. We did not anticipate such an increase.

Please know that we have adjusted the pricing for the new Tahoe's as much as we can to accommodate the price increase. Thank you in advance for your understanding and patience. Please feel to reach out to me with any questions or comments.

Cordially,

J Park  
General Sales Manager  
530-673-9160

## ATTACHMENT 4

CITY OF YUBA CITY  
STAFF REPORT

**Date:** April 19, 2022  
**To:** Honorable Mayor & Members of the City Council;  
**From:** Police Department  
**Presentation By:** Brent Slade, Lieutenant

**Summary**

**Subject:** FB 22-07 Chevrolet Tahoe Police Pursuit Purchase

**Recommendation:** A. Adopt a Resolution awarding the purchase of five (5) Chevrolet Tahoe Pursuit Vehicles to Wheeler Chevrolet in the amount of \$201,995.35. Sole source equipment purchases and install to Cop Shop installations of Yuba City, CA in the estimated amount of \$124,063.45

B. Authorize a supplemental budget appropriation in the amount of \$11,070 to purchase a 5 year/100K mile extended warranty for the five vehicles which was not offered by any other vendor

**Fiscal Impact:** \$201,995.35 for the vehicles plus an additional \$124,063.45 for the equipment and installation. Funding is available in the Vehicle Replacement Fund account # 6610-69401. A supplemental budget appropriation in the amount of \$11,070 for the purchase of a 5 year/100k miles extended warranty for the vehicles.

**Purpose:**

Purchase of five (5) Chevrolet Tahoe 2WD Police Pursuit Vehicles

**Background:**

Each year, Fleet Maintenance staff reviews the City's vehicles to determine which are recommended for replacement. This is done by reviewing the age of the vehicle, the number of miles on the vehicle and the anticipated maintenance cost if the vehicle remains in service. The Police Department is due to replace several vehicles.

With the expected purchase of the Chevrolet Tahoe 2WD Police Pursuit vehicles, the City must also fit the vehicles with the needed equipment. Equipment to be purchased and/or installed includes light bars, sirens, computers, radios, and modems. The City always attempts to salvage equipment from vehicles going out of service and place them in the new vehicles, assuming they are compatible. This allows the City to save money on equipment.

**Analysis:**

A formal bid was developed and advertised according to the City's ordinances. Bid notifications were issued to thirteen (13) vendors throughout California and the following bids were received:

| <b><u>Vendors</u></b>    | <b><u>Price</u></b>                  |
|--------------------------|--------------------------------------|
| <b>Wheeler Chevrolet</b> | <b>\$201,995.35 (original bid) +</b> |

Yuba City, CA

\$11,070 (extended warranty, see below)  
= \$213,065.35

Winner Chevrolet  
Elk Grove, CA

\$220,174.40

For fiscal year 19/20 the police department opted not to purchase any police vehicles due to the concern of the fiscal impact on the city caused by the pandemic. In the middle of March 2022, staff received notification from General Motors that the deadline to order 2022/23 police vehicles will be the middle of May 2022. If vehicles are not ordered by then there will be an approximate ten-month waiting period until 2024 vehicles can be ordered. There are several downsides to this option. First being a potential price increase of the individual police vehicles. Second being the department had to postpone the purchase of four (4) Tahoe Police Pursuit vehicles in 2021 due to General Motors halting manufacturing of the Chevrolet Tahoe Police Pursuit vehicles until July 2022. However, the police department opted to purchase two (2) Ford F-150 Police Pursuit Vehicles for fiscal year 21-22 (FB22-04) as a temporary solution. Lastly, the cost of maintenance and repairs will significantly increase past the life expectancy of the current fleet of vehicles needing replacement.

Over the past five years the City has spent approximately \$188,089.86 on maintenance and repairs for the five vehicles that are due to be replaced. The city would have a significant cost savings by purchasing the extended warranties in the total amount of \$11,070 for the five (5) vehicles recommended to be purchased.

The City will also have Cop Shop Installations of Yuba City, CA perform the installation of all of the equipment that will be going into each vehicle. The City has worked with Cop Shop Installations and have been satisfied with the work performed in previous years. Historically, Cop Shop Installations have been the lowest bidder and at times have been the only bidder. It is in the best interest of the City to sole source the equipment installation to Cop Shop Installations.

#### **Fiscal Impact:**

\$201,995.35 for the vehicles plus an additional \$124,063.45 for the equipment and installation. Funding is available in the Vehicle Replacement Fund account # 6610-69401. A supplemental budget appropriation in the amount of \$11,070 for the purchase of the 5 year/100k miles extended warranties for the vehicles.

#### **Alternatives:**

1. Reject the bid
2. Request new bid process
3. Do no purchase replacement vehicles

#### **Recommendations:**

1. After utilizing the Formal Bid Process, authorize the City Manager to award a contract to Wheeler Chevrolet, Yuba City, Ca. for five (5) 2WD Chevrolet Tahoe Police Pursuit vehicles for an amount not to exceed \$201,995.35. Also, sole source the equipment purchases and installation to Cop Shop Installations of Yuba City, Ca. in the estimated amount of \$124,063.45.
2. Authorize a supplemental budget appropriation in the amount of \$11,070 for the purchase of a five-year/100k mile extended warranty on each of the purchased vehicles.

**Attachments:**

1. RESOLUTION
2. WHEELER AUTO CENTER BID
3. COP SHOP INSTALLATION ESTIMATE

**Prepared By:**

Brent Slade  
Police Sergeant

**Submitted By:**

Diana Langley  
City Manager

# ATTACHMENT 1

**RESOLUTION NO. \_\_\_\_**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY  
AWARDING THE PURCHASE OF FIVE (5) CHEVROLET TAHOE POLICE  
VEHICLES TO WHEELER AUTO CENTER AND AUTHORIZING THE SOLE  
SOURCE PURCHASE AND INSTALLATION OF VEHICLE EQUIPMENT TO  
COP SHOP INSTALLATIONS**

WHEREAS, the City issued a Formal Bid on March 22, 2022 to award a contract to the lowest, most responsive vendor to provide five (5) Chevrolet Tahoe Police vehicles; and

WHEREAS, the City received two bids at the time of the bid opening and staff recommend awarding the purchase of the five (5) Chevrolet Tahoe Police vehicles to, Wheeler Auto Center of Yuba City, CA; and

WHEREAS, the City intends to sole source the purchase and installation of the required vehicle equipment to Cop Shop Installations of Yuba City, CA due to a special situation; and

WHEREAS, Cop Shop Installations has historically provided the most satisfactory work at the most reasonable hourly work rate, thus leading to the most favorable pricing in the area; and,

WHEREAS, the City recommends sole sourcing the purchase and installation of vehicle equipment to Cop Shop Installations of Yuba City, CA; and

WHEREAS, the City has met the special situation requirement to sole source the equipment purchase and installation pursuant to the City Purchasing Policies section 9-3; and,

WHEREAS, the City desires to authorize the sole source purchase of the equipment and installation for the Chevrolet Tahoe Police vehicles from Cop Shop Installations with the finding that it is in the best interest of the City.

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

1. The City Council of Yuba City finds that Wheeler Auto Center provided a bid at a fair and reasonable cost. The City Council hereby authorizes the City Manager to purchase the five Chevrolet Tahoe Police vehicles from Wheeler Auto Center in the not to exceed amount of \$213,066.00, which includes the extended warranties on all five vehicles, without additional written consent from the City, subject to approval as to legal form by the City Attorney.
2. The City Council of Yuba City finds that a sole source award is appropriate on grounds that Cop Shop Installations has previously provided the City with satisfactory equipment and installation at a very reasonable price. Historically, Cop Shop Installations has provided the lowest hourly work rate, leading to an overall lower work cost, and has provided equipment with the design/specifications that are essential to department operations and for which departmental staff have training. The purchase and installation of Police vehicle equipment to Cop Shop Installations is in the best interest of the City as they have provided satisfactory work on Police vehicles in the past at a reasonable cost and the proposed negotiated prices are reasonable as well. As such, the City Council approves the purchase of equipment for the vehicles to Cop Shop Installations of Yuba

City in the amount of \$124,063.45, and authorizes the City Manager to enter into an agreement for the same, subject to approval as to legal form by the City Attorney.

3. This Resolution shall take effect immediately.

The foregoing Resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 19<sup>th</sup> day of April, 2022.

AYES:

NOES:

ABSENT:

---

Dave Shaw, Mayor

ATTEST:

---

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM:  
COUNSEL FOR YUBA CITY:

---

Shannon Chaffin, City Attorney  
Aleshire & Wynder, LLP



## ATTACHMENT 2

**CITY OF YUBA CITY  
INVITATION FOR BID  
NO. FB22-07  
BID PROPOSAL FORM**

**For:** Five (5) Chevrolet Tahoe 2WD Police Package Vehicles

**To:** Buyer

**\*NAME OF BIDDER:**

Wheeler Auto Center

**\*ADDRESS:**

350 Colusa Ave  
Yuba City, CA 95991

**\*FEDERAL TAX I.D. NO.:**

\_\_\_\_\_

**TELEPHONE:**

(530) 673-9160

**Addendums considered  
(initial and indicate addendum number)**

\_\_\_\_\_

\_\_\_\_\_

**Addendums NOT considered  
(initial and indicate addendum number)**

\_\_\_\_\_

\_\_\_\_\_

**Bid Item Available for Other Agency "Piggy-Back" Procurement:**

Yes \_\_\_\_\_ No X

**\*If awarded bid this name and address will be used for payment. No exceptions.**

In accordance with the Invitation to Bid, Conditions and Specifications, the undersigned declares that the equipment offered is in accordance with all requirements of the City detailed therein. Further, the undersigned declares that he/she is authorized to enter into an agreement on behalf of the above named business.

**DESCRIPTION OF VEHICLES**

Amount of One (1) Chevrolet Tahoe 2WD Police Pursuit vehicle

\$ 37,547.00

Sales Tax

\$ 2,728.32

Tire Fee , DOE fee, & CVR

\$ 123.75

Total  
\$ 40,399.07

Multiply by 5

Total of Five (5) vehicles

\$ 201,995.35

Two hundred one thousand nine hundred ninety five dollars and <sup>thirty five</sup> cents  
(Total written in words)

Extended Warranty for one (1)

Description

\$ 2,214.00

5 years / 100K miles comprehensive  
& deductible

Specify paint shop to be used

Wheeler Auto Body

It is hereby understood that the above bid reflects the total cost of the vehicles and all accessories detailed in the Specifications.

Delivery

TBD

days ARO

Signature

[Signature]

Printed Name

Sue Vang

Title

Sales Manager

**Exceptions**

List all exceptions below in accordance with the instructions on page 9.

JF4 - (Adjustable pedals not available.)  
UTQ - adds theft alarm which I did not  
select as an option

# ATTACHMENT 3

## 2022 TAHOE POLICE INTERCEPTOR (PATROL VEHICLE)

| Item #         | Qty | Parts - Description                                       | Brand          | Part #                                     | Cost Per Vehicle       |
|----------------|-----|-----------------------------------------------------------|----------------|--------------------------------------------|------------------------|
| 1              | 1   | COMPUTER SYSTEM (1 per vehicle)                           | AXON           |                                            | SUPPLIED BY IT         |
| 2              | 1   | CAMERA SYSTEM (1 per vehicle)                             | AXON           |                                            | SUPPLIED BY IT         |
| 3              | 1   | RADIO APX (1 per vehicle)                                 | MOTOROLA       | APX                                        | TRANSFER/<br>REPLACE   |
| 4              | 1   | COMPUTER MOUNT (1 per vehicle)                            | HINT MOUNTS    | TM-5502-UNIBASE<br>CC-F-THOS-22            | 470                    |
| 5              | 1   | CENTER CONSOLE (1 per vehicle)                            | TROY           | WIDEBODY                                   | 442.26                 |
| 6              | 1   | BEVERAGE HOLDER (1 per vehicle)                           | TROY           | INBGH                                      | 34                     |
| 7              | 1   | CONSOLE MOUNT (1 per vehicle)                             | TROY           | AC-TH15-MNT                                | INCLUDED               |
| 8              | 1   | LIGHT/SIREN CONTROL (1 per vehicle)                       | FEDERAL SIGNAL | SSP3000B                                   | 958.32                 |
| 9              | 1   | SCANNER (1 per vehicle)                                   | BEARCAT        | BCT15X                                     | 190                    |
| 10             | 1   | RADAR (1 per vehicle)                                     | MPH            | STALKER DSR                                | SUPPLIED BY<br>TRAFFIC |
| 11             | 1   | DUAL GUN LOCK M4/B70 (1 per vehicle)                      | PATRIOT        | 475-0051                                   | 255.27                 |
| 12             | 1   | VIPER BALLISTIC SHIELD PARTITION                          | PROGARD        | VIPER-PARTITION                            | 2892.24                |
| 13             | 1   | PRISONER TRANSPORT SEAT W/REAR CAGE                       | TROY           | PS-TH15-OS-R                               | 1170                   |
| 14             | 1   | FLOOR PAN (1 per vehicle)                                 | TROY           | PS-TH15-PAN                                | 194                    |
| 15             | 1   | DOOR PANELS (1 pair per vehicle)                          | TROY           | DP-TH15-SET                                | 180.64                 |
| 16             | 1   | WINDOW BARS (1 pair per vehicle)                          | TROY           | WG-TH15-SET                                | 177.31                 |
| 17             | 1   | HIGH SIDE MOUNT LED'S (2 per vehicle)                     | CODE 3         | ESX2RD-RB                                  | 285.26                 |
| 18             | 1   | ANTI THEFT SYSTEM (1 per vehicle)                         | PROGARD        | SAFESTOP                                   | 178                    |
| 19             | 1   | POWER PLUG (1 per vehicle)                                |                | 15-0553                                    | 20                     |
| 20             | 1   | RADIO TIMER (1 per vehicle)                               | SUN            | ET120                                      | 35                     |
| 21             | 1   | MIC HOLDER (2 per vehicle)                                | MAGNETIC MIC   | MAG MIC                                    | 64                     |
| 22             | 1   | DRIVER SIDE FRONT DOOR BALLISTIC PANEL (1 per vehicle)    | ANGEL ARMOR    | ANGARM 00014<br>LEVEL IIIA                 | 995                    |
| 23             | 1   | PASSENGER SIDE FRONT DOOR BALLISTIC PANEL (1 per vehicle) | ANGEL ARMOR    | ANGARM 00015<br>LEVEL IIIA                 | 995                    |
| Interior Total |     |                                                           |                |                                            | \$9,536.30             |
| EXTERIOR       |     |                                                           |                |                                            |                        |
| 24             | 1   | VALOR LIGHTBAR (1 per vehicle)                            | FEDERAL SIGNAL | VALR51S                                    | 1,995                  |
| 25             | 1   | OPTICOM (1 per vehicle)                                   | FEDERAL SIGNAL | 795H-EXT-P<br>CELS 6 REAR W/<br>ARROWSTICK | 1,234                  |
| 26             | 1   | REAR SPOILER LIGHT BAR (1 pair per vehicle)               | CODE 3         |                                            | 958                    |
| 27             | 1   | PUSH BUMPER PBX W/ 2 LIGHTS (1 per vehicle)               | FEDERAL SIGNAL | PBX                                        | 439.12                 |
| 28             | 1   | JUMPER CABLE SYSTEM (1 per vehicle)<br>to PB cross bar    | mount          | STC-254                                    | 177.1                  |
| 29             | 1   | DYNAMAX SPEAKER (1 per vehicle)<br>to speaker bracket     | mount          | FEDERAL SIGNAL<br>ES100C                   | \$158.00               |

## 2021 TAHOE POLICE INTERCEPTOR (PATROL VEHICLE)

| Item #                        | Qty   | Parts - Description                                                             | Brand              | Part #                                 | Cost Per Vehicle |
|-------------------------------|-------|---------------------------------------------------------------------------------|--------------------|----------------------------------------|------------------|
| 30                            | 1     | SPEAKER BRACKET (1 per vehicle)<br>mount to PB cross bar                        | FEDERAL SIGNAL     | ESB-U                                  | 20.5             |
| 31                            | 2     | HIDE A BLAST (2 per vehicle) 1 each side                                        | CODE 3             | HB6PAK-R                               | 120              |
| 32                            | 2     | HIDE A BLAST (2 per vehicle) 1 each side<br>MULTI-COLORED LIGHT (4 per vehicle) | CODE 3             | HB6PAK-B                               | 120              |
| 33                            | 4     | mount to Fog Light Bracket<br>FOG LIGHT BRACKETS (1 set per vehicle)            | CODE 3             | XT4MC-RB                               | 271.34           |
| 34                            | 1 SET | mount to front of vehicle                                                       | CODE 3             | FOGBKT-PAIR                            | 102.8            |
| 35                            | 2     | REAR HATCH LIGHTS (2 per vehicle)<br>mount to bottom of rear hatch              | CODE 3             | ULTMC-RB                               | 139.24           |
| 36                            | 2     | PUSH BUMPER LIGHTS (2 per vehicle)<br>mount to sides of PB                      | CODE 3             | MR6MC-RB                               | 162.5            |
| 37                            | 2     | MIRROR LIGHTS (2 per vehicle)<br>mount to brackets under rearview mirrors       | CODE 3             | M180SMC-RB                             | 165.76           |
| 38                            | 1     | MIRROR BRACKETS (1 set per vehicle)<br>mount under rearview mirrors             | CODE 3             | BSM-BKT-TH                             | 25.74            |
| 39                            | 2     | LICENSE PLATE LIGHTS (2 per vehicle)<br>mount to license plate bracket          | CODE 3             | MR6TC-RBW                              | 176.8            |
| 40                            | 2     | LICENSE PLATE BRACKET (1 per vehicle)<br>mount to rear license plate            | CODE 3             | LPBKT-TH15                             | 31               |
| 41                            | 6     | RUNNING BOARD LIGHTS (6 per vehicle)<br>mount on running board 3 on each side   | CODE 3             | MR6TC-RBW                              | 530.4            |
| 42                            | 1     | GRAPHICS PACKAGE (1 set per vehicle)                                            | PRECISION GRAPHICS |                                        | 958              |
| Exterior Total                |       |                                                                                 |                    |                                        | \$7,795.30       |
| <u>REAR CARGO AREA</u>        |       |                                                                                 |                    |                                        |                  |
| 43                            | 1     | CARGO STORAGE FAULT (1 per vehicle)                                             | SETINA             | TKO247TAH15<br>w/drawer option TOA-BSN | 752.31           |
| 44                            | 1     | CARGO RADIO TRAY TRN (1 per vehicle)                                            | SETINA             | TPA9289                                | 312.86           |
| 45                            | 1     | S-T-RAIL MOUNT TRUNK TRAY (1 per vehicle)<br>shotgun mount for rear             | SETINA             | GK10251ST                              | 220.31           |
| 46                            | 1     | CARGO BOX DRAWER DIVIDER                                                        | SETINA             | TPA12533                               | 134.57           |
| 47                            | 1     | FREE STANDING BRACKET SET (1 set per vehicle)                                   | SETINA             | TF0237TAH15                            | 88.56            |
| 48                            | 1     | STOP STICK (1 per vehicle)                                                      | STOP STICK         |                                        | 520              |
| 49                            | 1     | LIFTGATE CARGO LIGHT                                                            | CODE 3             | CW0411 W/R                             | 91.68            |
| 50                            | 1     | 450-470 UNITY ANTENNA                                                           | LAIRD              | QWB450-TESMD                           | 11               |
| 51                            | 1     | ELECTRONIC FAN                                                                  |                    | CF2                                    | 9.5              |
| 52                            | 1     | WIFI/GPS MODEM                                                                  |                    |                                        | SUPPLIED BY IT   |
| Cargo Area Total              |       |                                                                                 |                    |                                        | \$2,120.79       |
| Patrol Vehicle Parts Subtotal |       |                                                                                 |                    |                                        | \$19,452.39      |
| Tax (7.25%)                   |       |                                                                                 |                    |                                        | \$1,410.30       |
| Unit Total                    |       |                                                                                 |                    |                                        | \$20,862.69      |
| Install                       |       |                                                                                 |                    |                                        | \$2,700.00       |
| Shipping                      |       |                                                                                 |                    |                                        | \$1,250          |
| Grand Total                   |       |                                                                                 |                    |                                        | \$24,812.69      |



CITY OF YUBA CITY  
STAFF REPORT

**Date:** October 3, 2023  
**To:** Honorable Mayor & Members of the City Council;  
**From:** Finance/IT Department  
**Presentation By:** Brian Hansen, IT Manager

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**Summary**

**Subject:** Purchase of (3) APC Smart-UPS Batteries for Server Rooms  
**Recommendation:** Adopt a Resolution awarding the purchase to Quest Media & Supplies, Inc. for the procurement of (3) APC Smart-UPS Modular Ultra batteries in the amount of \$82,222 utilizing the CMAS contract; and authorize the Finance Director to make a supplemental appropriation utilizing unallocated fund balance from fund 622, Computer Replacement Fund, in the amount of \$22,222 with the finding that it is in the best interest of the City  
**Fiscal Impact:** \$82,222 - Account No. 6630-69201 (Technology Replacement-ISF, Equipment)

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**Purpose:**

To purchase and deploy (3) new UPS units in the (3) IT server rooms.

**Council's Strategic Goal:**

This item addresses City Council's Strategic Goals of fiscal responsibility and public safety by upgrading the City's battery backup systems, allowing the City's server and network infrastructure to be available continuously even in the event of a power outage. Server and network availability is critical for City operations, especially emergency services.

**Background:**

The City utilizes APC UPS's (Uninterruptible Power Supplies) in all server and network locations. These UPS's supply power to critical equipment in the event of a power outage or inconsistent/dirty power. The City has (3) main server rooms that utilize very large UPS's in order to provide continuous power to all equipment within the room. The current units were all purchased in 2013. In 2018, the City replaced the batteries in these units to extend the life of the unit. These units are now beginning to fail and are in need of replacement.

**Analysis:**

Staff worked with Quest Media & Supplies, Inc. of Roseville, CA, to develop the specifications and requirements for these replacement units. The City and Quest found that the APC Smart-UPS Modular Ultra units would best meet the needs of the City and provide reliable backup power in the event of a



power outage. Quest is able to utilize the California Multiple Awards Schedule (CMAS) to provide the best pricing for the City. As part of the 2023/24 budget adoption, Council allocated \$60,000 for the replacement of these (3) units. Due to the increased costs for equipment, specifically batteries and supporting electronics, staff is asking for a supplemental appropriation utilizing unallocated fund balance from fund 622, Computer Replacement Fund, to cover the increase in costs. The unallocated fund balance is currently \$2.1M.

**Fiscal Impact:**

\$82,222 - Account No. 6630-69201 (Technology Replacement-ISF, Equipment)

**Alternatives:**

1. Recommend staff replace the batteries and power modules in the existing units a second time. This would cost roughly \$99K and extend the life another 5 years.
2. Recommend staff find less expensive alternatives that fit within the existing budget. Staff is familiar with APC products and have been using them for over 20 years. Alternative products would introduce unknown quality and performance in an area that demands reliability and up-time.

**Recommendation:**

Adopt a Resolution awarding the purchase to Quest Media & Supplies, Inc. for the procurement of (3) APC Smart-UPS Modular Ultra batteries in the amount of \$82,222 utilizing the CMAS contract; and authorize the Finance Director to make a supplemental appropriation utilizing unallocated fund balance from fund 622, Computer Replacement Fund, in the amount of \$22,222 with the finding that it is in the best interest of the City

**Attachments:**

1. Purchase of APC Smart-UPS - Resolution

Prepared By:  
Brian Hansen  
IT Manager

Submitted By:  
Diana Langley  
City Manager

## ATTACHMENT 1

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY  
AWARDING THE PURCHASE TO QUEST MEDIA & SUPPLIES, INC. FOR THE  
PROCUREMENT OF (3) APC SMART\_UPS MODULAR ULTRA BATTERIES IN THE  
AMOUNT OF \$82,222 UTILIZING THE CMAS CONTRACT; AND, AUTHORIZE THE  
FINANCE DIRECTOR TO MAKE A SUPPLEMENTAL APPROPRIATION UTILIZING  
UNALLOCATED FUND BALANCE FROM FUND 622, COMPUTER REPLACEMENT FUND,  
IN THE AMOUNT OF \$22,222**

WHEREAS, the City of Yuba City desires to purchase and deploy (3) new UPS units in the (3) IT server rooms; and

WHEREAS, the existing UPS units are ten years old and are starting to fail; and

WHEREAS, Quest Media & Supplies, Inc. has provided a proposal for the purchase of (3) APC Smart-UPS Modular Ultra units; and

WHEREAS, the City desires to award the purchase to Quest Media & Supplies, Inc. for the procurement of (3) APC Smart-UPS Modular Ultra units in the amount of \$82,222 utilizing the California Multiple Awards Schedule (CMAS) with the finding that it is in the best interest of the City.

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

1. The City Council hereby awards, in the amount of \$82,222, to Quest Media & Supplies, Inc. of Roseville, CA for the purchase of (3) APC Smart-UPS Modular Ultra units, and finds that the award is in the best interest of the City.
2. The City Council hereby authorizes the Finance Director to make a supplemental appropriation utilizing unallocated fund balance from fund 622, Computer Replacement Fund, in the amount of \$22,222.
3. This Resolution shall become effective immediately.

The foregoing resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 3<sup>rd</sup> day of October, 2023.

AYES:

NOES:

ABSENT:

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Wade Kirchner, Mayor

ATTEST:

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Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM  
COUNSEL FOR YUBA CITY:

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Shannon Chaffin, City Attorney  
Aleshire & Wynder, LLP

Exhibit(s):

A. Proposal from Quest Media & Supplies, Inc.

## EXHIBIT A

**Quotation (Open)****Date**

Aug 10, 2023 04:34 PM PDT

**Modified Date**

Aug 17, 2023 03:30 PM PDT

**Quote #**

198944 - rev 1 of 1

**Description**

APC Smart-UPS Modular Ultra

**SalesRep**Drehobl, Kerry  
(P) 916-338-7070**Customer Contact**Hansen, Brian  
(P) (530) 822-4785  
bhansen@yubacity.net**Customer**City Of Yuba City (4315)  
Hansen, Brian  
1201 Civic Center Blvd  
Yuba City, CA 95993  
United States**Bill To**City Of Yuba City  
PAYABLE, ACCOUNTS  
1201 Civic Center Blvd.  
Yuba City, CA 95993  
United States**Ship To**City Of Yuba City  
DEPT, RECEIVING  
1201 Civic Center Blvd.  
Yuba City, CA 95993  
United States

|                              |                            |                                |
|------------------------------|----------------------------|--------------------------------|
| <b>Customer PO:</b>          | <b>Terms:</b><br>Undefined | <b>Ship Via:</b><br>UPS Ground |
| <b>Special Instructions:</b> |                            | <b>Carrier Account #:</b>      |

| # | Description                                                                                                                                                         | Part #             | Tax Qty | Unit Price  | Total       |
|---|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|---------|-------------|-------------|
| 1 | APC Smart-UPS Modular Ultra<br>APC Smart-UPS Modular Ultra On-Line 15kW 9U Rackmount, Scalable to 15kW N+1 Redundant 208/240V, Touchscreen, Network Management Card | SRYL15K15RMX<br>LT | Yes 3   | \$24,964.00 | \$74,892.00 |

The above quote is being provided per customer request. Supply subject to availability. Quest has not evaluated the suitability or compatibility of the product within the Customer's technology environment. Similarly, Quest does not warrant that the functions of the product or software will meet Customer's requirements or that the product or software will operate in combination with other products selected by Customer or Customer use. Please be advised that many software and product manufacturers will not accept returns, which may affect your ability to return or exchange newly purchased products and software. Quest can provide, upon request, Professional Services to assist in determining suitability and compatibility of products or software within customer's technology environment. Shipping charges and taxes are estimated. All charges are subject to change without notice. Client is responsible for all charges and taxes unless specifically agreed upon by both parties. This quoted price includes an additional 3.5% discount for payment made in cash or check, not involving the use of a credit card. Payment made by credit card will waive this discount. By purchasing any products, Client agrees to abide by Manufacturer's terms and conditions. Terms and conditions can change at any time. Client is responsible for being aware of those changes. Any reference to Client's own terms or conditions within the PO shall be for informational purposes only and shall not be construed as acceptance by Quest of Client's terms and conditions.

Quotes are valid for 30 days and subject to verification of manufacturer's pricing at time of order.

Remit payments to: Quest, PO Box 8259, Pasadena, CA 91109-8259

CMAS Contract 3-20-70-0133DB

**Subtotal: \$74,892.00**  
Tax (7.2500%): \$5,429.67  
Shipping: \$1,900.00  
**Total: \$82,221.67**

Quest and Q are registered trademarks of Quest Media & Supplies, Inc.

CITY OF YUBA CITY  
STAFF REPORT

**Date:** October 3, 2023  
**To:** Honorable Mayor & Members of the City Council;  
**From:** Public Works Department  
**Presentation By:** Ben Moody, Public Works & Development Services Director

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**Summary**

**Subject:** Public Works Fiscal Year 23/24 Second Quarter Budget Adjustments

**Recommendation:** Authorize the Finance Director to make transfers within the 7120 Water Treatment Plant and 8120 Wastewater Treatment Facility operating budget accounts as listed in Attachment 1, including supplemental appropriations in the amount of \$20,000 from unallocated water funds to the 7120 Water Treatment Plant operating budget and in the amount of \$120,918 from unallocated wastewater funds to the 8120 Wastewater Treatment Facility operating budget

**Fiscal Impact:** \$20,000 – Acct. No. 7120 Water Treatment Plant  
Water Attorney, Weed Abatement, and Chemicals

\$120,918 – Acct. No. 8120 Wastewater Treatment Facility  
Specialty Contract Services, Weed Abatement, and Chemicals

Balances are based on projected need. The actual costs will vary based upon usage.

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**Purpose:**

To provide the necessary funding for essential services and chemicals for Water Treatment Plant (WTP) and Wastewater Treatment Facility (WWTF) operations in response to changes in industry pricing and supply.

**Council's Strategic Goal:**

This item addresses Council's strategic goals of *Fiscal Responsibility* and *Infrastructure* by providing appropriate funding to support utility operations through conscientious budgeting efforts.

**Background:**

The WTP and WWTF require a wide variety of specialty materials and services to support the treatment processes, including bulk chemicals, facility maintenance, legal support, and byproduct disposal. These needs can be difficult to project during the annual budget cycle due to their specialized or proprietary nature and relationship to variable regulatory requirements and environmental conditions. Additionally, these vendors often will either not provide new fiscal year prices ahead of the City's budget deadlines or will adjust them early in the fiscal year in order to better meet their cost-recovery needs.

Subsequently, Public Works staff has identified a number of operating account lines which need adjustment in order to accommodate these updated expenditure projections for the fiscal year.

### **Analysis:**

#### **Water and Wastewater Treatment Chemicals:**

Economic and supply changes have continued to impact the price and reliable delivery of bulk chemicals for water and wastewater treatment. Public Works attempted to account for this anticipated increase during the Fiscal Year 23/24 budget process prior to the annual bid results by evaluating multiple years of chemical usage and the economic state of the industry. Nevertheless, prices for the fiscal year are significantly beyond those initial estimates for a number of the chemical accounts which, therefore, need to be adjusted in order to fund the critical purchases.

Fortunately, staff has been able to identify available funds within the other chemical accounts which may be transferred in order to cover the majority of the shortfall, as shown in Attachment 1. Treatment plant operations and maintenance staff continuously monitors for opportunities to gain efficiencies and reduce chemical usage; however, chemical use is often dependent on environmental factors, such as weather and water availability, and the cost reductions within these accounts may not be permanent.

#### **Weed Abatement Services:**

The Citywide weed-abatement services contract, currently provided by Barrow's Landscaping, Inc., is billed out of numerous funding sources and operating accounts based on the cost of maintaining each property. In previous years, this has been encumbered out of the general weed control chemical accounts 7120-63720 and 8120-63720 for the treatment plants, which are also used for pesticides and herbicides applied by staff during routine maintenance. In order to more accurately track the service costs, they will now be charged to a dedicated account line, 63643. Sufficient funding exists in the weed control accounts to fund both the annual services for this fiscal year and any necessary purchases of weed control supplies for facility maintenance.

#### **Water Attorney Services:**

Public Works utilizes the services of a specialty law firm, Somach, Simmons, and Dunn, for water rights and supply legal issues. It is critical to have legal representation with specific water expertise to protect and improve the City's access to clean and safe drinking-water sources. Staff has reviewed the last two quarters of expenditures with Somach, Simmons, and Dunn, the firm's increased rates, and the scope of work necessary for the year and recommends increasing the dedicated account, 7120-62719 (Water Attorney), from \$60,000 to \$100,000. This is within the \$150,000 sole source amount authorized by Council on June 20, 2023 as part of the Fiscal Year 23/24 Citywide Sole Source item.

#### **Biosolids Hauling Services:**

The WWTF produces solid waste as a byproduct of the treatment process, known as biosolids, which must be hauled from the facility for disposal. Recology Yuba-Sutter provides biosolids hauling as part of the City's current franchise agreement and utilizes the biosolids to provide cover for the landfill. Recology has requested the addition of a fuel surcharge of \$5 per load to mitigate the ongoing impact of fuel prices on their operations. This surcharge is allowable per the current agreement language. Staff projects an additional need of \$25,000 in Account No. 8120-62759 (Specialty Contract Services) to accommodate this rate increase.



**Fiscal Impact:**

In order to process the remaining contracts and encumber the additional funds for Fiscal Year 23/24, Public Works is requesting authorization to transfer funds amongst the 7120 and 8120 chemical operating accounts and to appropriate \$20,000 from unallocated water funds and \$120,918 from unallocated wastewater funds to the requested service and chemical budget line items, as enumerated in Attachment 1. While there may collectively be cost savings within the water and wastewater operating funds throughout the year, Public Works does not recommend transferring further from within the operating budgets this early in the fiscal year given fluctuating prices for other materials, supplies, and services at this time.

As increased prices are anticipated to continue into the near future per utilities industry representatives, CIP funding may be limited in Fiscal Year 24/25 to fund the increased operational budget needs. The City's ongoing water and wastewater rate study will evaluate the long-term fiscal impacts of changes in materials, supplies, and services pricing and availability on the operating budget funding needs for future years, which will be utilized for recommending rates in the next Proposition 218 process.

**Alternatives:**

Reduce one or more of the budget line item adjustment requests and direct staff to return to Council should further funding be required.

**Recommendation:**

Authorize the Finance Director to make transfers within the 7120 Water Treatment Plant and 8120 Wastewater Treatment Facility operating budget accounts as listed in Attachment 1, including supplemental appropriations in the amount of \$20,000 from unallocated water funds to the 7120 Water Treatment Plant operating budget and in the amount of \$120,918 from unallocated wastewater funds to the 8120 Wastewater Treatment Facility operating budget.

**Attachments:**

1. Attachment 1 - PW FY 23-24 Second Quarter Budget Adjustments

**Prepared By:**

Scarlett O. Harris  
Administrative Analyst II

**Submitted By:**

Diana Langley  
City Manager

## ATTACHMENT 1

## Public Works Fiscal Year 23/24 Second Quarter Budget Adjustments

| Account No.                                 | Account Name            | Current       | Proposed      | Delta               |
|---------------------------------------------|-------------------------|---------------|---------------|---------------------|
| <b>Water Fund</b>                           |                         |               |               |                     |
| 7120-62719                                  | Water Attorney          | \$ 60,000.00  | \$ 100,000.00 | \$ 40,000.00        |
| 7120-63643                                  | Weed Abatement Services | \$ -          | \$ 22,000.00  | \$ 22,000.00        |
| 7120-63701                                  | Chemicals               | \$ 35,000.00  | \$ 10,000.00  | \$ (25,000.00)      |
| 7120-63703                                  | Alum                    | \$ 150,000.00 | \$ 165,000.00 | \$ 15,000.00        |
| 7120-63704                                  | Carbon                  | \$ 35,000.00  | \$ 20,000.00  | \$ (15,000.00)      |
| 7120-63706                                  | Polymer                 | \$ 30,000.00  | \$ 35,000.00  | \$ 5,000.00         |
| 7120-63707                                  | Lime                    | \$ 225,000.00 | \$ 250,000.00 | \$ 25,000.00        |
| 7120-63708                                  | Fluoride                | \$ 70,000.00  | \$ 60,000.00  | \$ (10,000.00)      |
| 7120-63714                                  | Citric Acid             | \$ 30,000.00  | \$ 15,000.00  | \$ (15,000.00)      |
| 7120-63720                                  | Weed Control            | \$ 30,000.00  | \$ 8,000.00   | \$ (22,000.00)      |
| <b>Total Unallocated Water Fund Impact:</b> |                         |               |               | <b>\$ 20,000.00</b> |

### **Wastewater Fund**

|                                                  |                                         |               |               |                      |
|--------------------------------------------------|-----------------------------------------|---------------|---------------|----------------------|
| 8120-62759                                       | Specialty Contract Services (Biosolids) | \$ 575,000.00 | \$ 600,000.00 | \$ 25,000.00         |
| 8120-63643                                       | Weed Abatement Services                 | \$ -          | \$ 3,200.00   | \$ 3,200.00          |
| 8120-63702                                       | Chlorine                                | \$ 550,000.00 | \$ 500,000.00 | \$ (50,000.00)       |
| 8120-63720                                       | Weed Control                            | \$ 104,782.00 | \$ 60,000.00  | \$ (44,782.00)       |
| 8120-63732                                       | Oxygen                                  | \$ 600,000.00 | \$ 675,000.00 | \$ 75,000.00         |
| 8120-63733                                       | Polymers                                | \$ 530,000.00 | \$ 650,000.00 | \$ 120,000.00        |
| 8120-63735                                       | Sodium Hydroxide                        | \$ 10,000.00  | \$ 7,500.00   | \$ (2,500.00)        |
| 8120-63739                                       | Ammonium Polyphosphate                  | \$ 5,000.00   | \$ -          | \$ (5,000.00)        |
| <b>Total Unallocated Wastewater Fund Impact:</b> |                                         |               |               | <b>\$ 120,918.00</b> |

CITY OF YUBA CITY  
STAFF REPORT

**Date:** October 3, 2023  
**To:** Honorable Mayor & Members of the City Council;  
**From:** Public Works Department  
**Presentation By:** Ben Moody, Public Works & Development Services Director

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**Summary**

**Subject:** Rexel Integrated Services Agreement Award  
**Recommendation:** Adopt a Resolution awarding a five-year Integrated Services Agreement for support and service of the Rockwell Automation instrumentation systems at the Water Treatment Plant and Wastewater Treatment Facility to Rexel USA, Inc. of Sacramento, CA in the amount of \$169,905, with the finding that it is in the best interest of the City  
**Fiscal Impact:** \$169,905 (\$33,981 per year)  
\$33,981 – 7120-63433 (WTP Specialty O&M – Instrumentation)  
\$135,924 – 8120-63433 (WWTF Specialty O&M – Instrumentation)

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**Purpose:**

To provide remote and on-site support and repair services for the Water Treatment Plant (WTP) and Wastewater Treatment Facility (WWTF) Rockwell Automation instrumentation systems and equipment.

**Council's Strategic Goal:**

This item supports Council's Strategic Goals of *Fiscal Responsibility* and *Public Safety* by securing cost savings for the vendor support required for safe operation and maintenance of the utilities instrumentation technology.

**Background:**

The water and wastewater treatment processes and equipment are monitored by complex electronic and instrumentation systems, under the brand name Rockwell Automation. While day-to-day operations are successfully managed by the City's in-house instrumentation staff, it is critical to have an ongoing support and service contract with the manufacturer for remote and field services, troubleshooting, and training. Therefore, Public Works annually enters into an Integrated Services Agreement with the manufacturer, Rexel USA, Inc. of Sacramento, CA (Rexel).

**Analysis:**

Public Works and Rexel have developed a five-year Integrated Services Agreement, which allows the team to proactively manage the Rockwell Automation system together and provides the ability to flexibly coordinate projects and system needs across multiple years. The proposed contract results in

an estimated 10-12% cost savings compared to single-year contracts and locks in the Fiscal Year 23/24 rate for all five years of the agreement through October 2028.

**Fiscal Impact:**

The total cost of the five-year agreement is \$169,905, paid in annual installments of \$33,981. Costs are divided based on use and system needs, 20% for the Water Treatment Plant (Account No. 7120-63433) and 80% for the Wastewater Treatment Facility (Account No. 8120-63433). Sufficient funding is already budgeted in these Specialty O&M – Instrumentation accounts each fiscal year.

**Alternatives:**

Do not approve the five-year agreement and direct staff to continue utilizing single-year agreements and/or individual service requests with Rexel.

**Recommendation:**

Adopt a Resolution awarding a five-year Integrated Services Agreement for support and service of the Rockwell Automation instrumentation systems at the Water Treatment Plant and Wastewater Treatment Facility to Rexel USA, Inc. of Sacramento, CA in the amount of \$169,905, with the finding that it is in the best interest of the City.

**Attachments:**

1. Attachment 1 - Resolution Rexel Agreement Award
2. Exhibit 1A - Rexel Agreement Proposal #7000844

Prepared By:  
Scarlett O. Harris  
Administrative Analyst II

Submitted By:  
Diana Langley  
City Manager

## ATTACHMENT 1

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY  
AWARDING A FIVE-YEAR INTEGRATED SERVICES AGREEMENT  
FOR ROCKWELL AUTOMATION INSTRUMENTATION SYSTEM  
SUPPORT TO REXEL USA, INC. OF SACRAMENTO, CA IN THE  
AMOUNT OF \$169,905**

WHEREAS, the City of Yuba City requires highly complex, reliable electronic and instrumentation systems to safely and accurately operate the Water Treatment Plant and Wastewater Treatment Facility; and

WHEREAS, the City's water and wastewater facilities are operated by Rockwell Automation brand instrumentation systems, which are manufactured, supplied, and supported by Rexel USA, Inc.; and

WHEREAS, it is critical that the City secure ongoing remote and on-site support and service by the manufacturer to support Public Works Department staff in the maintenance of the instrumentation system and equipment; and

WHEREAS, Rexel USA, Inc. of Sacramento, CA as manufacturer is the sole provider of these necessary services and has provided satisfactory services and equipment to the City for many years; and

WHEREAS, the City desires to award a five-year Integrated Services Agreement to Rexel USA, Inc. of Sacramento, CA in the amount of \$169,905 for support of the Rockwell Automation instrumentation systems at the Water Treatment Plant and Wastewater Treatment Facility, with a contract term of October 28, 2023 through October 27, 2028.

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

1. The City Council finds that an award to Rexel USA, Inc. is appropriate on grounds including that Rexel is the sole provider of support services for the Rockwell Automation brand instrumentation system. It would not be feasible to conduct a competitive Request for Proposals process due to the specialty nature of the proposed work. This exemption from competitive bidding is authorized per Municipal Code Section 2-6.14. As such, the City Council finds that it is in the best interest of the City to make a sole source award to Rexel USA, Inc. of Sacramento, CA for five (5) years of support services for the Rockwell Automation instrumentation systems at the Water Treatment Plant and Wastewater Treatment Facility.

2. The City Council hereby awards a five-year Integrated Services Agreement in the amount of \$169,905, to be paid annually in installments of \$33,981, to Rexel USA, Inc. for support services for the Rockwell Automation instrumentation systems at the Water Treatment Plant and Wastewater Treatment Facility, and finds that the award is in the best interest of the City. The City Council further authorizes the City Manager, or designee, to enter into an Integrated Services Agreement with Rexel USA, Inc. for these services, with the terms of this Resolution and the material terms of the proposal attached hereto as Exhibit 1A and incorporated herein by reference, and subject to approval of the agreement as to legal form by the City Attorney.

3. The Integrated Services Agreement shall commence on October 28, 2023 and conclude on October 27, 2028.

4. This Resolution shall become effective immediately.

The foregoing resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 3<sup>rd</sup> day of October, 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

Exhibit(s):

A. Rexel Agreement Proposal # 7000844



## EXHIBIT 1A



AUTOMATION  
SOLUTIONS

City of Yuba City  
701 Northgate Dr.  
Yuba City, CA

## Rexel Advantage Support Agreement Proposal # - 7000844

FRIDAY, SEPTEMBER 1, 2023

PRESENTED TO: Brian Pustejovsky  
City of Yuba City  
701 Northgate, Yuba City, CA

PROPOSED BY: Rexel USA, Inc.  
Noelle Tong-Villanueva



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## 1 REVISION HISTORY

| Revision | Date of Revision | Description of Change      |
|----------|------------------|----------------------------|
| R3       | 8/31/23          | 5 year Proposal Generation |

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## 2 EXECUTIVE SUMMARY

### ABOUT US

Rexel is a global expert in multi-channel distribution for the energy world, offering a range of innovative solutions backed by responsive and dependable support. Rexel uses its extensive knowledge base and capabilities to address the sophisticated electrical challenges of the industrial, commercial, and residential markets. Founded in 1967, Rexel's operates in 38 countries employing over 30,000 people in 2,200 branches. With over 200 facilities and 10 distribution centers in the U.S. your Rexel team is never far. Throughout the United States, Rexel Automation Solutions is an Authorized Rockwell Automation Service Provider and Distributor. Our established partnerships with Rockwell Automation and other leading technology manufacturers ensure you have access to the highest quality products, when and where you need them, while receiving best-in-class support from Rexel service experts.

### OUR MISSION

At Rexel Automation Solutions, we strive to improve how customers connect with the supplies, solutions, and services they need to execute their smart manufacturing objectives. The multi-purpose industrial services highlighted in this proposal are designed to support manufacturers profitable growth with a simple, flexible, scalable, and accessible agreement. Our services provide customers with real time data to make strategic plans that improve automation spend, network communication reliability, and overall equipment effectiveness. When you're faced with challenges of increased productivity, speed to market, safety, network security, and quality assurance, you can count on Rexel to deliver measurable value and return on your investment.

### OUR APPROACH

Rexel's unique insight into your manufacturing challenges and opportunities is key to how we can help you succeed. From the plant floor to the cloud, our deep experience in industrial environments provides unparalleled expertise in production operations as we help manufacturers mitigate risk and become more productive. By embracing new technologies, encouraging innovation, discovering new opportunities, and pursuing service-rich solutions, we are redefining how critical manufacturers compete within their competitive landscape. Rexel places the highest value on extending and expanding the long-term business relationship with our clients. Rexel's Support Agreements offer an ongoing partnership that provides a suite of core support services enabling you to maximize the value of your automation investments across your facilities. Our portfolio of plant services has helped some of the world's most successful companies improve reliability, increase productivity, and augment workforces. We welcome the opportunity to partner with you on all your electrical automation products and services.



### 3 REXEL SCOPE OF AGREEMENT

Rexel places the highest value on our long-term business relationship with City of Yuba City. The following defines the key deliverables of the Rexel Agreement and the approaches that Rexel is going to take throughout the term of the contract to ensure a successful business partnership.

#### 3.1 REMOTE SUPPORT: INTEGRATED SERVICE AGREEMENT – ESSENTIAL LEVEL

An Integrated Service Agreement from Rockwell Automation brings together the complete suite of core services required to enable you to **maximize the value** of your Rockwell Automation investments across your facility. This Agreement combines the core elements of remote support, repair services and field labor into a single agreement that is easy to maintain, measure and interact with. These services are then enhanced with an integrated delivery approach making it easier to do business with Rockwell Automation and ensuring a best-in-class experience that offers access to the services required when needed. Additionally, this agreement can provide information regarding your installed base to help better understand your lifecycle investment. We include proactive reporting that offers key visualizations and insights to the agreement usage, as well as engagement with contract management to ensure you are getting the value expected from the agreement.

The multi-tiered model and approach allows flexibility to select the right package of offerings to meet your needs, with customizable options to better align the goals and requirements of your facility.

##### 3.1.1 Summary of Included Services and Service Level Definitions: Automation & 0-350HP RA Drives Support

**x 5 years**

| Service Levels & Content Overview | Service Options               |
|-----------------------------------|-------------------------------|
| Remote Support                    | 24x7x365 System Level Support |
| Annual Repair Agreement Limit*    | USD 6,000.00                  |

##### 3.1.2 Remote Support Service

###### 3.1.2.1 Service Description

24x7 System Support allows Customer's calls to be routed to a group of technical support engineers with proven expertise in Rockwell Automation control systems. Our engineers have deep knowledge of our products, software and legacy hardware and can use remote desktop technology to help troubleshoot or configure products quickly. You will work with a single engineer who manages your cases through resolution and follow-up. Access is available 24x7x365.

Customers can also take advantage of the Knowledgebase, their online resource for technical information, support and assistance. The Knowledgebase can assist you in increasing productivity by finding solutions to technical questions more quickly – saving both time and money. The Knowledgebase is updated with the hardware and software solutions from actual support cases. These updates are incorporated dynamically.

System Support includes the following support elements:

- Welcome Kit: Essential support agreement information / Support authorization number / Local support telephone number / User guide
- Real-time, System-Level Support: Standard product and programming software / Advanced software / Proactive follow up / Single-point resolution
- Advanced Engineering Expertise: Get support from system-level support engineers that have multiple years of experience in the industrial automation industry
- Software Maintenance: Online software update downloads
- Genius Webinars: Extend and apply knowledge gained via access to on-demand library of online technical seminars



- Online Support Center Access: Knowledgebase tech notes / Interactive forums / Product notifications / Manage service tickets / Submit questions via email
- Learning+ savings and exclusive access: Customers with an active remote support agreement receive discounts and extended access to Learning+ modules offered by Rockwell Automation

Rockwell Automation will provide 24x7 Remote Support coverage to Customer for the Rockwell Automation Product Families & software serial numbers listed in Section 1.1.6 *Remote Support Coverage Details*.

Support included with new Licenses purchased during the agreement term as a Perpetual License with Maintenance and/or Subscription is not covered by this scope of work. The support included with new software purchases will have a maintenance value included at the time of purchase which will be treated as additive to this agreement. Renewal of these purchases will occur in the Rockwell Automation software portal as a separate agreement.

#### 3.1.2.2 Definitions of Common Terms Used in Services

**Technical Phone Support:** Rockwell Automation phone support provides technical assistance for installation, configuration, troubleshooting, diagnosis, basic instruction programming and best practice recommendations. With an unlimited phone support agreement, Customer can call as often as needed throughout the term of your Agreement.

**Case Handling:** Rockwell Automation handles cases that require further investigation as a priority with automatic escalation procedures, and call Customer back to provide a progress update if an answer is not immediately available.

**Case Resolution Follow-up:** For cases where Rockwell Automation could not confirm resolution on the initial call, Customer will receive a proactive follow-up within one business day (target response) to confirm that the problem was resolved or continue troubleshooting, if necessary.

### 3.2 PROFESSIONAL ASSESSMENT

Rexel will evaluate the previous 2 years assessments and provide data/ pricing refresh.

Rexel will also provide an additional 15-25 panel audit as requested by City of Yuba City, or 2 days of Data Analytics time each year of the contract. (>\$15K Value)

### 3.3 TEMPERATURE EVALUATION

A temperature evaluation quickly identifies problem areas and offers compelling evidence of excess heat that can affect performance and potentially damage your critical equipment. Rexel will then recommend thermal management solutions to help you minimize downtime and reduce maintenance costs, if needed. During the evaluation, Rexel will inspect the enclosure, perform a temperature check, and provide recommendations of the findings.

### 3.4 FACILITY SAFETY REVIEW

**Rexel to provide a LOTO – Facility Assessment or up to 5 placards yearly, or \$25K towards LOTO total for the 5 year life of the contract.**

This Assessment will catalog all items requiring LOTO and Type (1,2,3 etc.) so a scalable quote can be delivered to implement LOTO compliance in any needed areas. The fund for the actual Fixed price LOTO quotation may come out of the Rexel BOT part of the contract if desired.



### 3.5 PRODUCT LIFE CYCLE PLANNING

Rexel will meet with the plant engineering/maintenance to deliver product and application reviews to ensure the City of Yuba City has knowledge of modern technology.

Rexel will utilize information from the install base in the plant to provide insight on areas to maximize the asset reliability and update and optimize asset investment. Rexel to meet with City of Yuba City twice a year for product life cycle planning.

### 3.6 REXEL BLOCK OF TIME

This agreement will provide City of Yuba City access to a Rexel service person that will work under the direction of the City and may be used on an as-needed basis.

This agreement includes 40 hours/ \$7,000 yearly for 5 years = **\$35,000 Total** for the 5-year life of the contract  
**Value over life of contract >\$42K**

Labor is time spent working at City of Yuba City's request, either on-site or off-site.

Rexel's Contracted hourly charge will be applied to billable labor time incurred for services allowable under this agreement. (John Hanna/ Prosoft Support, Anthony DeSousa -Technical support)

Waiting time is non-working time spent waiting at City of Yuba City's request or due to circumstances beyond Rexel's control due to job site conditions. It will be deducted from the contract value per the rate schedule that is applicable for the time of day and day of the service.

The value of this Agreement may be redeemed for, but not limited to, the following on-site support activities:

Labor services related to Industrial Automation Equipment, Software support, and assistance with Migration plans (Variable Frequency AC Drives, Controls, SLCs, PanelView systems, etc); ASP-LOTO Assessment, ProSoft Support.

This proposal is based on Standard hours – Monday – Friday, 8am to 5pm.

**Weekends and Holiday's are NOT included.**

### 3.7 TRAINING ENTITLEMENTS

Every Year for 5 years (**Value > \$35K total for 5 years**):

Access to Learning+ content through Learning Management System (LMS).

|                                                                     |                                                                                                                                                                                                                                                                                                                       |
|---------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Learning+ subscription for Single User</b><br><br>Catalog: LP-SU | As an annual subscription holder, the student will have access to automation course content available within the Rockwell Automation Digital Learning Library and unlimited access to scheduled Virtual Instructor Led training for 12 months.<br><br>This offering does not provide supervisor account availability. |
|---------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

(3) Students to attend Virtual, Live Instructor Led NFPA70e Compliance Training- Shock and Arc Flash Class.

### 3.8 AGREEMENT MANAGER

A designated agreement manager will work directly with City of Yuba City to ensure a successful engagement. He/She will proactively work with the City of Yuba City team to provide data driven analytics to maximize asset reliability and uptime





and help optimize installed based investment. He/She will document your goals for the agreement, manage all elements of the agreement. and work collaboratively with the City of Yuba City team.

### 3.9 ROCKWELL REMANUFACTURE FUND

#### 3.9.1.1 Service Description

Rexel via Rockwell Automation will provide Remanufacturing and Exchange Services for the equipment/site identified for the term of this contract at a fixed fee amount. This fund can only be used for RA Reman/ Exchange services.

The funded dollar amount “goes further” as the City will get an ECONOMY level service deduction from the fund while receiving (when available) a STANDARD or PRIORITY EXCHANGE service.

| Annual Repair Agreement Value                                               |
|-----------------------------------------------------------------------------|
| USD 6,000.00* x 5 years                                                     |
| <i>this is \$6k yearly, not \$30K total for the 5 years in a given year</i> |
| <i>Total value is approx. \$40,000</i>                                      |

## 4 CITY OF YUBA CITY COMMITMENT AND CLARIFICATIONS

- City of Yuba City will provide dedicated and available personnel knowledgeable in the process, operation, control system, and facility layout to assist Rexel Field Service Professional(s) during onsite visits/service calls.
- Make the equipment or process available to Rexel representative during the mutually agreed upon schedule. Ensure Rexel has unencumbered access to all the machinery. Standby-time or idle time waiting for access to the machinery or customer personnel is not required.
- City of Yuba City retains all liability with respect to their interpretation and implementation based on the assessment.
- City of Yuba City to identify any special requirements for access to the machine prior to Rexel providing a proposal (Gowning, Clearance Requirements, Photo Restrictions, hours of operation of the equipment, access to customer representatives for asking questions about the equipment, non-Disclosure requirements, etc.)
- City of Yuba City to provide identification badges, access permissions, and escorts to permit the performance of any task required on-site.
- Access to System - City of Yuba City will make the process and systems available to Rexel during mutually agreed upon scheduled service engagements for the purpose of implementing the services and equipment described in this statement of work.
- All mechanical and electrical installation and work to be installed and managed by City of Yuba City and/or their selected contractor.
- RoHS: Customer supplied/specified products will meet all applicable material restrictions as defined in RoHS. If it does not, City of Yuba City will notify Rexel prior to shipment of Customer supplied/specified products to Rexel. City of Yuba City will indemnify Rexel against any claim arising out of Rexel's use of City of Yuba City supplied/specified products.
- SAFETY AND SUBSTANCE ABUSE: Rexel will comply with its own Substance Abuse Policy which meets the intent of the Drug Free Workplace Act and all other legal requirements regarding drug testing. A copy of this policy can be supplied upon request.
- JOB SITE SAFETY: If the Rexel Delivered Services Field Service Professional deems any situation to be unsafe, Rexel Delivered Services may choose to refuse service. The following activities may occur:
  - Review Customer plant safety policies and procedures
  - Survey work environment for personnel safety
  - Validate clearances for serviceability.
  - Verify Customer locked-out/tagged-out breaker feeding the equipment Obtain safety equipment from Customer (if applicable)



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## 5 PRICING

- Rexel Inc.'s price is based on the Rexel Support Agreement – Edge + Agreement.

Date of Agreement (estimated): 10/28/2023 – 10/27/2028.

Payment Cadence Annually x5

**Total PO Amount = \$169,905.00**

**Yearly Agreement = \$33,981 Annually**

## PAYMENT TERMS:

- Net thirty (30) days or your standard agreed upon terms.
- Quotation expires in 30 days. All prices are provided in U.S. Dollars, applicable taxes are not included.

- Please issue Purchase Order to:

Rexel Holdings USA

Attn: Noelle Tong-Villanueva

Ref: 99160153

Email: Noelle.tongvillanueva@rexelusa.com

## 6 TERMS AND CONDITIONS

Terms and [Conditions](#) for the proposed Rexel Support Agreement

[Rexel Service Agreement](#)

[Commitment of Sale Through Distribution](#)

CITY OF YUBA CITY  
STAFF REPORT

**Date:** October 3, 2023  
**To:** Honorable Mayor & Members of the City Council;  
**From:** Public Works Department  
**Presentation By:** Ben Moody, Public Works & Development Services Director

---

**Summary**

**Subject:** Lift Station 2 Rehabilitation Project - Contingency Increase  
**Recommendation:** Adopt a Resolution authorizing an increase in the construction contingency of \$75,480.00 with a finding that it is in the best interest of the City  
**Fiscal Impact:** \$75,480.00 – Account No. 1105 (Lift Station Improvements)

---

**Purpose:**

To maintain the City's Wastewater Treatment Facility (WWTF) operational effectiveness through proactive rehabilitation and major maintenance.

**Council's Strategic Goal:**

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

**Background:**

The City's wastewater collections system includes 17 lift stations, which were evaluated by the City's consultant in the 2020 Wastewater Master Plan. Major rehabilitation of Lift Station 2 was recommended as a priority for completion within the first one to five years under the 2020 plan. Identified concerns include exposed aggregate and reinforcing bars in the wet well and the lack of a bypass discharge option for emergencies and shutdowns.

This project proposes the rehabilitation of the Lift Station 2 wet well, installation of new pumps, and construction of a new bypass connection. To rehabilitate Lift Station 2, a large bypass system will be utilized to divert all sewage flow during the construction process.

On June 6, 2023, Council awarded a construction contract to W.M. Lyles, Inc. (Lyles) of Fresno, CA to perform this work, as well as a professional services agreement with Inferrera Construction Management Group, Inc. (ICM) to perform construction management and inspection services during construction.

**Analysis:**

The project specifications call for the following Lift Station Wet Well (wet well) improvements:

- Wet well to be detergent steam cleaned
- Voids and cracks within the wet well to be repaired
- Exposed corroded reinforcement bars to be cleaned and patched to original concrete surface
- Wet well to be coated
- New pumps installed

This work must be completed while a large and complex sewage bypass system is operating concurrently with the wet well rehabilitation to prevent a lapse in wastewater services. The bypass system was placed into operation on September 5<sup>th</sup>, 2023. Upon cleaning the wet well and preparing the surface for coating, two significant unforeseen conditions were uncovered.

#### Damaged Reinforcement Bars (Rebar)

ICM discovered that the existing exposed corroded rebar within the walls are corroded beyond applicable codes and standards. The corroded rebar will need to be further exposed and repaired or replaced, prior to contract work to patch back to original concrete surface. The additional cost to repair or replace the damaged rebar is estimated to cost approximately \$35,000.00. This estimate includes additional concrete work to expose the rebar, rebar material, rebar primer, and time to perform the work.

#### Damaged Discharge Piping

ICM also discovered that the discharge piping and wall pipe penetrations for all three (3) pumps are pitted (localized holes through the pipe due to corrosion), and require full replacement. Due to the highly corrosive environment, the new piping installed will receive a separate corrosion resistant coating to help increase pipe longevity. The additional cost to replace the damaged pump discharge piping is estimated to be approximately \$25,000.00. This estimate includes additional concrete work at pipe wall penetrations, new piping, new hardware, additional coating, and time to perform the work.

#### Bypass Pumping System

Performing the extra work above is estimated to extend the bypass operation by approximately four (4) weeks. The cost to operate the Bypass system for this additional period is approximately \$60,000.00. This estimate includes bypass rental equipment, fuel, maintenance personnel, and continued monitoring.

The items above are considered extra work because it was not possible to perform a detailed inspection of the wet well and discharge piping prior to installing and operating bypass system to allow steam cleaning of the wet well.

ICM has determined that the cost estimates are reasonable and consistent with industry standards. Staff has authorized the rebar repair work and discharge piping replacement to keep the project moving forward in order to avoid Contract delays and additional costs. Lyles has shifted their efforts to correct conditions prior to coating and installing pumps.

#### **Fiscal Impact:**

With the construction contract award on June 3, 2023, Council authorized a total construction contract amount of \$347,600.00 with a 20% contingency of \$69,520.00.

With the unforeseen discoveries of damaged rebar, discharge piping, and bypass operation extension, staff is requesting an increase in the contingency of \$75,480.00 determined as follows:

\$35,000.00 – Damaged Rebar Replacement

\$25,000.00 – Discharge Piping Replacement  
\$60,000.00 – Bypass Operation  
\$120,000.00 – Total additional construction funding required  
\$44,520.00 – Less Construction Contingency remaining on project  
***\$75,480.00 – Total additional authorization requested***

Capital Improvement Program (CIP) Account No. 981105 (Lift Station Improvements) has a current available balance of approximately \$630,000.00.

**Alternatives:**

There is no reasonable alternative to performing the additional work described in this staff report. Foregoing this work will compromise the wet well structure and delay the Construction Contract.

**Recommendation:**

Adopt a Resolution authorizing an increase in the construction contingency of \$75,480.00 with a finding that it is in the best interest of the City.

**Attachments:**

1. Resolution – WWTF Lift Station 2 Rehabilitation Project – Contingency Increase

Prepared By:  
Nick Menezes  
Associate Civil Engineer

Submitted By:  
Diana Langley  
City Manager

# ATTACHMENT 1

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY  
AUTHORIZING AN INCREASE IN CONSTRUCTION CONTINGENCY FUNDING FOR  
THE WWTF LIFT STATION 2 REHABILITATION PROJECT (21-24)**

WHEREAS, on June 6, 2023, the City of Yuba City (City) awarded a construction contract to W. M. Lyles, Inc., in the total amount of \$347,600.00 for the WWTF Lift Station 2 Rehabilitation Project, with the finding that it is in the best interest of the City; and

WHEREAS, with the award of said construction contract the City authorized a construction contingency amount of \$69,520.00; and

WHEREAS, upon wet well detergent steam cleaning and subsequent field inspection activities it was discovered that the existing wet well reinforcement bars (rebar) are corroded beyond applicable codes and standards, thus requiring repair and replacement; and

WHEREAS, upon wet well detergent steam cleaning and subsequent field inspection activities, it was discovered that the existing pump discharge piping and pipe wall penetrations were corroded and damaged beyond repair, thus requiring replacement; and

WHEREAS, performing extra work to repair or replace rebar and replace discharge piping requires the bypass system to operate for approximately four (4) additional weeks; and

WHEREAS, the City's Construction Manager and Inspector have determined that proposed costs for rebar repairs, discharge piping repairs, and additional bypass system operation are reasonable and consistent with industry standards.

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

1. The City Council finds that all of the facts set forth in the recitals above are true and correct and incorporated herein.
2. The City Council hereby authorizes an increase in the construction contingency of \$75,480.00, with a finding that it is in the best interest of the City.
3. This Resolution shall become effective immediately.

The foregoing resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 3<sup>rd</sup> day of October, 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

CITY OF YUBA CITY  
STAFF REPORT

**Date:** October 3, 2023  
**To:** Honorable Mayor & Members of the City Council;  
**From:** Development Services Department  
**Presentation By:** Doug Libby, Deputy Director of Development Services

---

**Summary**

**Subject:** General Plan Amendment (GPA) 22-01 and Rezone (RZ) 22-02 associated with Tentative Parcel Map (TPM) 22-01 for the Ratliff Duplex Development (Continued from the September 19, 2023 regular meeting)

**Recommendation:** Adopt a Resolution of the City Council of the City of Yuba City denying General Plan Amendment 22-01 and Rezone 22-02 for the Ratliff Duplex Development, located on 0.31 acre at the southwest corner of Cooper Avenue and Frederick Street (Assessor's Parcel Numbers 52-283-012 and -013)

**Fiscal Impact:** The cost for processing land use entitlements is funded by the project applicant through the payment of application fees

---

**Purpose:**

Consideration to deny General Plan Amendment (GPA) 22-01, Rezone (RZ) 22-02 associated with Tentative Parcel Map (TPM) 22-01 for the Ratliff Duplex Development.

**Council's Strategic Goal:**

This item meets the City Council's Public Safety Strategic Goal.

**Background:**

On September 19, 2023, the City Council conducted a public hearing for the Ratliff Duplex development that includes the following applications (GPA 22-01, RZ 22-02, and TPM 22-01 for the development of three duplexes on two existing parcels totaling 0.31 acre.

After conducting a public hearing where public testimony was received on the project concerning project traffic and parking, proposed residential density and building setbacks, the City Council unanimously (two Council members absent) to deny the applications and continued the matter to the October 3, 2023, meeting, and directed staff to prepare a resolution for denial that included the required findings.

**Analysis:**

Based on City Council direction provided after conducting a public hearing for this project on September 19, 2023, staff is returning with a proposed resolution to deny the Ratliff Duplex project for

GPA 22-01 and RZ 22-02.

**Environmental Considerations:**

The denial of proposed development applications is not subject to environmental review under the California Environmental Quality Act.

**Fiscal Impact:**

The cost for processing land use entitlements is funded by the project applicant through the payment of application fees.

**Alternatives:**

The City Council may reconsider its decision to deny the Ratliff Duplex project.

**Recommendations:**

Adopt a Resolution of the City Council of the City of Yuba City denying General Plan Amendment 22-01 and Rezone 22-02 for the Ratliff Duplex Development, located on 0.31 acre at the southwest corner of Cooper Avenue and Frederick Street (Assessor's Parcel Numbers 52-283-012 and -013)

**Attachments:**

1. Proposed City Council Resolution to Deny GPA 22-01 and Rezoning 22-02

**Prepared By:**

Doug Libby, AICP  
Deputy Director of Development Services

**Submitted By:**

Diana Langley  
City Manager

# ATTACHMENT 1

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY DENYING  
GENERAL PLAN AMENDMENT 22-01 AND REZONE 22-052 FOR THE RATLIFF  
DUPLEX DEVELOPMENT LOCATED ON APPROXIMATELY 0.31 ACRE AT THE  
SOUTHWEST CORNER OF COOPER AVENUE AND FREDERICK STREET  
(ASSESSOR'S PARCEL NUMBERS 52-283-012 AND -013)**

**WHEREAS**, the City received an application from James Ratliff for a General Plan Amendment to amend the General Plan Land Use Map from an LDR land use designation to a HDR designation (GPA 22-01), and a Rezoning for this property revising the zoning from a R-2 Zone District to the R-3X<sub>30</sub> Zone District (RZ 22-02) in order to reduce minimum lot sizes, increase lot coverage and reduce rear yard sizes in order to accommodate Tentative Parcel Map (TPM) 22-01 that divides two parcels into three parcels for the 0.31 acre site (collectively "Project"). Development that will result from this action will be provided full City services; and

**WHEREAS** the X<sub>30</sub> Combining Zone District was proposed to modify certain development standards in an effort to increase project densities. Proposed development standard modifications include allowing for reduced minimum lot sizes yard setbacks, garage setbacks and minimum required distances between buildings on the same lot. The purpose of these modifications is to accommodate a more compact project design; and

**WHEREAS**, pursuant to the authority and criteria contained in the California Environmental Quality Act of 1970 ("CEQA"), the City, as the Lead Agency, has analyzed the proposed Project and has prepared an Initial Study proposing a Mitigated Negative Declaration (EA 22-04) for the Project; and

**WHEREAS**, on May 24, 2023, the Planning Commission concurrently conducted a duly noticed public hearing on the applications, GPA 22-01, RZ-22-02, and TPM 22-01, as well as EA 22-04, at which time it received input from City Staff, the applicant; public comment portion was opened, and public testimony and evidence, both written and oral, was considered by the Planning Commission, after which public testimony was closed; and

**WHEREAS**, the Planning Commission reviewed all associated documents prepared for the Project, including that related to the applications, and all of the evidence received by the Planning Commission; and

**WHEREAS**, after deliberation and consideration of all relevant items, the Planning Commission recommended the City Council of the City of Yuba City adopt a resolution adopting Environmental Assessment 22-04, approve GPA 22-01, and adopt an ordinance approving RZ 22-02.

**WHEREAS**, on September 19, 2023, the City Council conducted a public hearing to consider the GPA 22-01, RZ-22-02, and EA 22-04, and received both oral testimony and written information presented at the hearing regarding the same; and

**WHEREAS**, during the public hearing additional public comments were received by the City Council from numerous residents from the area, which comments and information had not been provided to the Planning Commission and were not available to the Planning Commission when it initially made its recommendation to the City Council; and

**WHEREAS**, the City Council of Yuba City considered said recommendations of the Planning Commission on the matter, and after review and consideration of the additional information provided during the public hearing, the City Council now desires to deny the project.

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

1. Recitals. The City Council hereby specifically finds that all of the facts set forth in the recitals above are true and correct and incorporated herein.
2. CEQA Finding. The California Environmental Quality Act does not apply to projects that are denied and are not carried out.
3. General Plan Findings. The City Council finds that the public necessity, general welfare, good planning practices, public interest, and convenience do not warrant approval of General Plan Amendment 22-01. Among others, denial is appropriate as:
  - a. Traffic Impacts: The proposed amendment would allow for additional density and number of dwelling units. This will result in additional traffic in the area. However, the area is already unusually congested as compared to other neighborhoods due to the project's close proximity to the Yuba City High School, which is less than one block away.
  - b. Parking Impacts: There is also a corresponding shortage of available parking in the area due to the more unusual parking load associated with the Yuba City High School as well as the existing needs of the surrounding area. Additional density of development of the project site (including associated visitors) will not only add to the existing conditions, but may effectively remove existing parking on the existing street frontage in order to accommodate additional driveway approaches associated with the additional proposed intensity of development.
  - c. Incompatibility: The residential density proposed is not consistent with the surrounding area and creates an incompatibility with the immediate surrounding neighborhood. Among others, the reduced building setbacks proposed are inconsistent with the setbacks existing in the surrounding neighborhood. This not only affects view sight lines, landscaping areas, and consistency, etc., but promotes shorter driveway lengths that can impact vehicle storage on the project site and can result in detrimental intrusions of parked vehicles into the sidewalk area.
4. Denial of General Plan Amendment 22-01. Based on the information and findings provided above, the City Council of Yuba City denies General Plan Amendment 22-01.
5. Rezone Finding: The City Council finds that Rezone 22-02 is inconsistent with the General Plan because General Plan Amendment 22-01 is denied and Rezone 22-02 is therefore not consistent with the approved General Plan. Additionally, Rezone 22-02 is not consistent with the purpose of the zoning ordinance to promote and protect the public's health, safety, peace, comfort, convenience and general welfare, including for all of the reasons set forth in Section 3, above.
6. Denial of Rezone 22-02. Based on the information provided above, the City Council of Yuba City denies Rezone 22-02.

7. Effective Date: This Resolution shall become effective immediately.

The foregoing Resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 3rd day of October, 2023.

AYES:

NOES:

ABSENT:

**CITY OF YUBA CITY**

---

Wade Kirchner, Mayor

**ATTEST:**

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Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM  
COUNSEL FOR YUBA CITY

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Shannon Chaffin, City Attorney  
Aleshire & Wynder, LLP

CITY OF YUBA CITY  
STAFF REPORT

**Date:** October 3, 2023  
**To:** Honorable Mayor & Members of the City Council;  
**From:** Public Works Department  
**Presentation By:** Joshua Wolffe, Associate Engineer

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**Summary**

**Subject:** CalRecycle Rubberized Pavement Grant - Signature Authority  
**Recommendation:** Adopt a Resolution authorizing the City Manager to execute and submit all necessary grant documentation for CalRecycle grants for a five-year period  
**Fiscal Impact:** Receipt of funds through the CalRecycle Rubberized Pavement Grant program in the amount of one dollar per square yard of asphalt rubber chip seal installed.

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**Purpose:**

To secure road funding through the CalRecycle Rubberized Pavement Grant Program.

**Council Strategic Goal:**

Authorizing the City Manager to execute necessary documents related to the CalRecycle Rubberized Pavement Grant program addresses the City Council's Strategic Goal of maintaining infrastructure, as the funds from this grant will help directly fund the installation of road rehabilitation projects throughout the City.

**Background:**

The California Department of Resources Recycling and Recovery (CalRecycle) has issued a call for applications for their Rubberized Pavement Grant Program Fiscal Year 2023-24. The grant program provides up to \$1.00 per square yard of reimbursement to the City for constructing Asphalt Rubber Chip Seals that use the required amount of recycled tires.

As part of the grant program, the application requires an authorizing resolution from the local agency authorizing the submittal of the grant application and empowering a designated individual to execute the necessary grant documents.

**Analysis:**

The Public Works Department is in the process of developing a 2024 Resurfacing Project. The project will include approximately 84,500 square yards of Asphalt Rubber Chip Seal. Public Works desires to apply for the Rubberized Pavement Grant Program through CalRecycle to offset construction costs.

The City has utilized the CalRecycle grant in the past with good results.



**Fiscal Impact:**

Minimal staff costs will be associated with the application and administration of the grant should the City obtain grant funding. The City is anticipating approximately \$84,500 in grant funding. Additionally, since the Resolution will be effective for five years, the City will be eligible for future funding rounds of the Rubberized Pavement Grant Program.

**Alternatives:**

Do not authorize the City Manager the authority to sign the necessary documents. This is not recommended, it would render ineligible for the grant funds.

**Recommendation:**

Adopt a Resolution authorizing the City Manager to execute and submit all necessary grant documentation for CalRecycle grants for a five-year period.

**Attachments:**

1. Resolution - CalRecycle Rubberized Pavement Grant - Signature Authority

**Prepared By:**

Josh Wolffe  
Associate Civil Engineer

**Submitted By:**

Diana Langley  
City Manager

# ATTACHMENT 1

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY  
AUTHORIZING SUBMITTAL OF APPLICATIONS FOR ALL CALRECYCLE  
GRANTS FOR WHICH THE CITY OF YUBA CITY IS ELIGIBLE.**

WHEREAS, Public Resources Code sections 40000 et seq. authorize the Department of Resources Recycling and Recovery (CalRecycle) to administer various grant programs in furtherance of the State of California's (State) efforts to reduce, recycle, and reuse solid waste generated in the State thereby preserving landfill capacity and protecting public health and safety and the environment; and

WHEREAS, in furtherance of this authority CalRecycle is required to establish procedures governing the application, awarding, and management of the grants; and

WHEREAS, CalRecycle grant application procedures require, among other things, an Applicant's governing body to declare by Resolution certain authorizations related to the administration of CalRecycle grants.

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

1. The City Council of the City of Yuba City authorizes the submittal of applications to CalRecycle for all grants for which the City of Yuba City is eligible.
2. The City Manager, or his/her designee is hereby authorized and empowered to execute in the name of the City of Yuba City all grant documents, including but not limited to, applications, agreements, amendments, and requests for payment, necessary to secure grant funds and implement the approved grant project.
3. These authorizations are effective for five (5) years from the date of adoption of the Resolution.
4. This Resolution shall take effect immediately.

The foregoing Resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 3<sup>rd</sup> day of October, 2023.

AYES:

NOES:

ABSENT:

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Wade Kirchner, Mayor

ATTEST:

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Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM  
COUNSEL FOR YUBA CITY

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

CITY OF YUBA CITY  
STAFF REPORT

**Date:** October 3, 2023  
**To:** Honorable Mayor & Members of the City Council;  
**From:** Development Services Department  
**Presentation By:** Ben Moody, Public Works & Development Services Director

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**Summary**

**Subject:** Consideration of Rezone (RZ) 23-02 for the Bains – Bridge Street Project  
**Recommendation:** Adopt an Ordinance of the City Council of the City of Yuba City to adopt Rezone 23-02 for the Bains – Bridge Street project located on approximately 0.68 acres on the north side of Bridge Street approximately 300 feet west of Walton Avenue (Assessor's Parcel Numbers 58-080-005), and waive the second reading  
**Fiscal Impact:** The cost for processing land use entitlements is funded by the project applicant through the payment of application fees.

---

**Purpose:**

To adopt Rezone (RZ) 23-02 for the Bains – Bridge Street project.

**Council's Strategic Goal:**

This item meets the City Council's strategic goal of business friendly.

**Background:**

The applicant, Parm Bains, filed an application for GPA 23-02 and RZ 23-02 to change the land use and zoning from Office and Office Park (C-O) to Medium-High Density Residential (R-3).

On July 26, 2023, the Yuba City Planning Commission conducted a public hearing, and the Planning Commission unanimously voted to adopt Resolution PC 23-15 recommending approval of GPA 23-02 and RZ 23-02 to the City Council together with Environmental Assessment 23-04. There was no opposition expressed by the public at the Planning Commission meeting.

On September 19, 2023, the City Council conducted a public hearing for GPA 23-02, RZ 23-02, and Environmental Assessment (EA) 23-04. The City Council voted 3-0, with two Councilmembers being absent, in approval of GPA 23-02 and EA 23-04 and voted to advance RZ 23-02 to a second reading on October 3, 2023.

**Analysis:**

The proposed rezone (RZ 23-02) will rezone 0.68 acres on the north side of Bridge Street approximately 300 feet west of Walton Avenue from the Office Commercial (C-O) Zone District to the

## Multiple-Family Residential (R-3) Zone District.

No physical development is proposed at this time as part of this application.

### ***Compatibility with neighboring uses:***

With no development proposed it is not possible to fully consider the compatibility of the differing uses. However, placing this higher density residential property next to high density residential on the north would likely result in apartments, garden apartments, condominiums, duplexes, etc. The property to the west is similarly designated at a lower medium density residential, likely resulting in duplexes. Properties to the east are office type uses but the properties are back-to-back with a masonry wall between them, so compatibility should not be an issue. Across Bridge Street to the south there are single-family and multiple-family uses. There should be no compatibility issues with this proposal.

**Table 2: Bordering Information and Uses**

|              | General Plan<br>Land Use Designation                                 | Zoning                                       | Existing<br>Land Use                                                          |
|--------------|----------------------------------------------------------------------|----------------------------------------------|-------------------------------------------------------------------------------|
| Project Site | Medium-High Density Residential (HDR) (proposed)                     | Multiple-Family Residential (R-3) (proposed) | Vacant                                                                        |
| North        | HDR                                                                  | R-3                                          | Vacant                                                                        |
| East         | Office and Office Park (O)                                           | Office-Commercial (C-O)                      | Bank and office related uses.                                                 |
| West         | Low-Medium Density Residential (MDR). Six to 14 residences per acre. | R-2                                          | Vacant                                                                        |
| South        | Low and Medium Density Residential                                   | R1 and R-3                                   | Bridge St. with single-family residential and multi-family across the street. |

### ***Traffic***

Due to the parcel size (0.68 acre) of the proposed project, the proposal to change the zoning from office to multiple-family will not create a large traffic generation difference. The General Plan provides density requirements for multiple-family developments as 12-36 dwelling units per acre (DUA), which means that a 0.68-acre parcel could result in nine to twenty-four new multiple-family or duplex residential units. Both Bridge Street, on which the site fronts, and nearby Walton Avenue are within the City's acceptable level of service standard of D or better. Any development resulting from this project will be required to provide any needed on-site Bridge Street improvements for auto, bicycle, and pedestrian facilities. As such, the potential impacts on nearby streets due to this project are considered to be less than significant.

### **Environmental Considerations:**

An environmental assessment was prepared for this project (EA 23-04) in accordance with the requirements of the California Environmental Quality Act (CEQA) Guidelines. This process included the distribution of requests for comment from other responsible or affected agencies and interested organizations.

Based upon the attached environmental assessment and the list of identified mitigation measures, staff has determined that there is no evidence in the record that the project may have a significant effect on the environment and recommends to the City Council adoption of a mitigated negative declaration for this project. The finding of the mitigated negative declaration is that, with the proposed mitigations for

Greenhouse Gases and Geology and Soils, and Tribal Cultural Resources, this GPA/RZ will not create any significant environmental impacts. As a result, the filing of a mitigated negative declaration is appropriate in accordance with the provisions of CEQA. The proposed mitigations are included in the attached Mitigation Monitoring Program.

**Fiscal Impact:**

The cost for processing land use entitlements is funded by the project applicant through the payment of application fees.

**Alternatives:**

1. Deny the application to approve Rezone 23-02
2. Provide staff with alternate direction

**Recommendations:**

Adopt an Ordinance of the City Council of the City of Yuba City to adopt Rezone 23-02 for the Bains – Bridge Street project located on approximately 0.68 acres on the north side of Bridge Street approximately 300 feet west of Walton Avenue (Assessor's Parcel Numbers 58-080-005), and waive the second reading.

**Attachments:**

1. City Council Ordinance
2. Planning Commission Staff Report Packet, dated July 26, 2023

**Prepared By:**

Ashley Potočník  
Development Liaison

**Submitted By:**

Diana Langley  
City Manager

# ATTACHMENT 1



**ORDINANCE NO. \_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF YUBA CITY TO  
ADOPT REZONE 23-02 FOR THE BAINS – BRIDGE STREET PROJECT  
LOCATED ON APPROXIMATELY 0.68 ACRES ON THE NORTH SIDE OF  
BRIDGE STREET APPROXIMATELY 300 FEET WEST OF WALTON AVENUE  
(ASSESSOR'S PARCEL NUMBERS 58-080-005).**

**WHEREAS**, the City received an application for a General Plan Amendment to amend the General Plan Land Use Map from an Office and Office Park (O) land use designation to a High Density Residential (HDR) designation, and a Rezone for this same property, revising the zoning from a C-O Zone District to an R-3 Zone District; and

**WHEREAS**, this property is within Yuba City's city limits and the property owner wished to develop their property to urban levels; and

**WHEREAS**, pursuant to the authority and criteria contained in the California Environmental Quality Act of 1970 ("CEQA"), the City, as the Lead Agency, has analyzed the proposed Project and has prepared an Initial Study proposing a Mitigated Negative Declaration (EA 22-04) for the Project; and

**WHEREAS**, on July 26, 2023, the Planning Commission concurrently conducted a duly noticed public hearing on the applications, GPA 23-02, RZ-23-02, as well as Environmental Assessment (EA) 23-04, at which time it received input from City Staff, the applicant; public comment portion was opened, and public testimony and evidence, both written and oral, was considered by the Planning Commission, after which public testimony was closed; and

**WHEREAS**, the Planning Commission reviewed all associated documents prepared for the Project, including that related to the applications, and all of the evidence received by the Planning Commission; and

**WHEREAS**, after deliberation and consideration of all relevant items, the Planning Commission unanimously recommended the City Council of the City of Yuba City adopt a resolution adopting EA 23-04, approve GPA 23-02, and adopt an ordinance approving RZ 23-02.

**WHEREAS**, on September 19, 2023, the City Council conducted a Public Hearing to consider the GPA 23-02, RZ-23-02, and EA 23-04, and received both oral testimony and written information presented at the hearing regarding the same; and

**WHEREAS**, the City Council of Yuba City considered said recommendations of the Planning Commission on the matter and after review and consideration of the Environmental Assessment, the City Council now desires to approve the project; and

**WHEREAS**, the City Council desires to approve RZ 23-02.

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

1. Recitals. The City Council finds that the recitals are true and correct, and incorporates the same herein as if set forth in full.
2. CEQA Findings: The City Council of the City of Yuba City has concurrently approved EA 23-

04 by adopting an Initial Study/Mitigated Negative Declaration and accompanying Mitigation Monitoring and Reporting Program for the project. With the project specific mitigations imposed, there is no substantial evidence in the record that this project may have significant direct, indirect, or cumulative effects on the environment. No further CEQA is required, as CEQA has been completed for this project.

3. Rezone Findings. The City Council finds that Rezone 23-02 is consistent with the General Plan as amended by General Plan Amendment 23-02. The City Council finds that Rezone 23-02 i) is consistent with the General Plan goals and policies as amended and as further described in the City Council's Resolution approving General Plan Amendment 23-02; ii) is consistent with the purpose of the zoning ordinance to promote and protect the public's health, safety, peace, comfort, convenience and general welfare; iii) the project would provide open space, light, air, privacy, convenience, access, aesthetic values, protection of environmental values, and protection of public and private improvements; and iv) the project will allow for the creation of quality economic growth and development for the City.
4. Approval of RZ 23-02. Based on the information provided above, the City Council of Yuba City adopts an Ordinance approving RZ 23-02 and reclassify the zone districts for those districts as depicted in Exhibit "A," which is incorporated by reference.
5. Severability. If any section, subsection, 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, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions thereof may be declared invalid or unconstitutional.
6. Publication. The City Clerk shall certify to the adoption of this Ordinance and cause it to be published, in accordance with Government Code, Section 36933, or as otherwise required by law.
7. Effective Date of Ordinance. This ordinance shall take effect and be in full force and effect from and after thirty (30) days after its final passage and adoption and the City Council of the City of Yuba City adopts a final resolution authorizing amendment of the General Plan and identifying General Plan Amendment 23-02 as a component of the same.

**I HEREBY CERTIFY** that the foregoing Ordinance was introduced by the City Council after waiving reading, except by Title, at a regular meeting thereof held on the 19<sup>th</sup> day of September 2023, and adopted the Ordinance after the second reading at a regular meeting held on the 3<sup>rd</sup> day of October 2023, by the following roll call vote:

Ayes:

Noes:

Absent:

Recused:

**CITY OF YUBA CITY**

---

Wade Kirchner, Mayor

**ATTEST:**

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Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM  
COUNSEL FOR YUBA CITY

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Shannon Chaffin, City Attorney  
Aleshire & Wynder, LLP

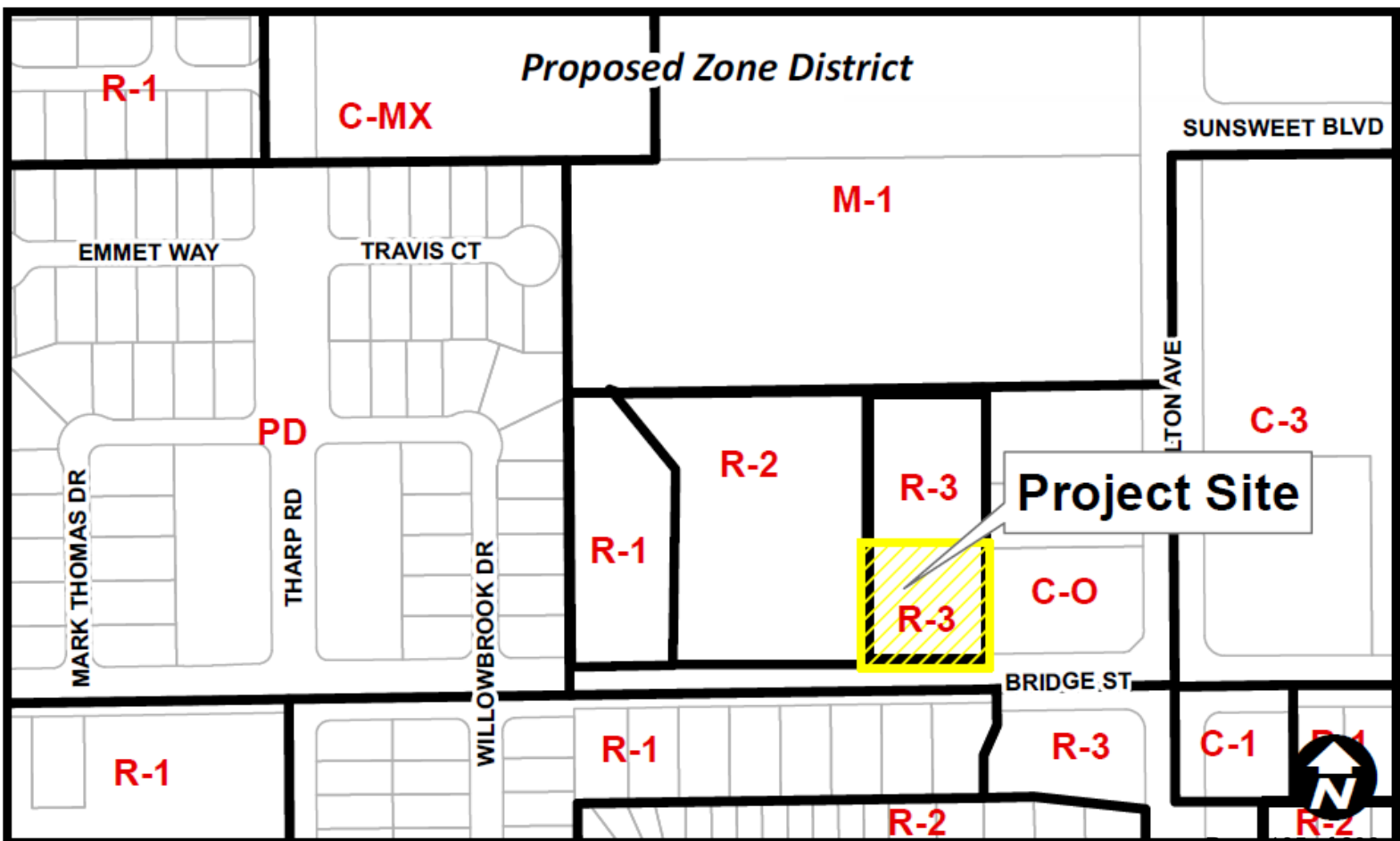
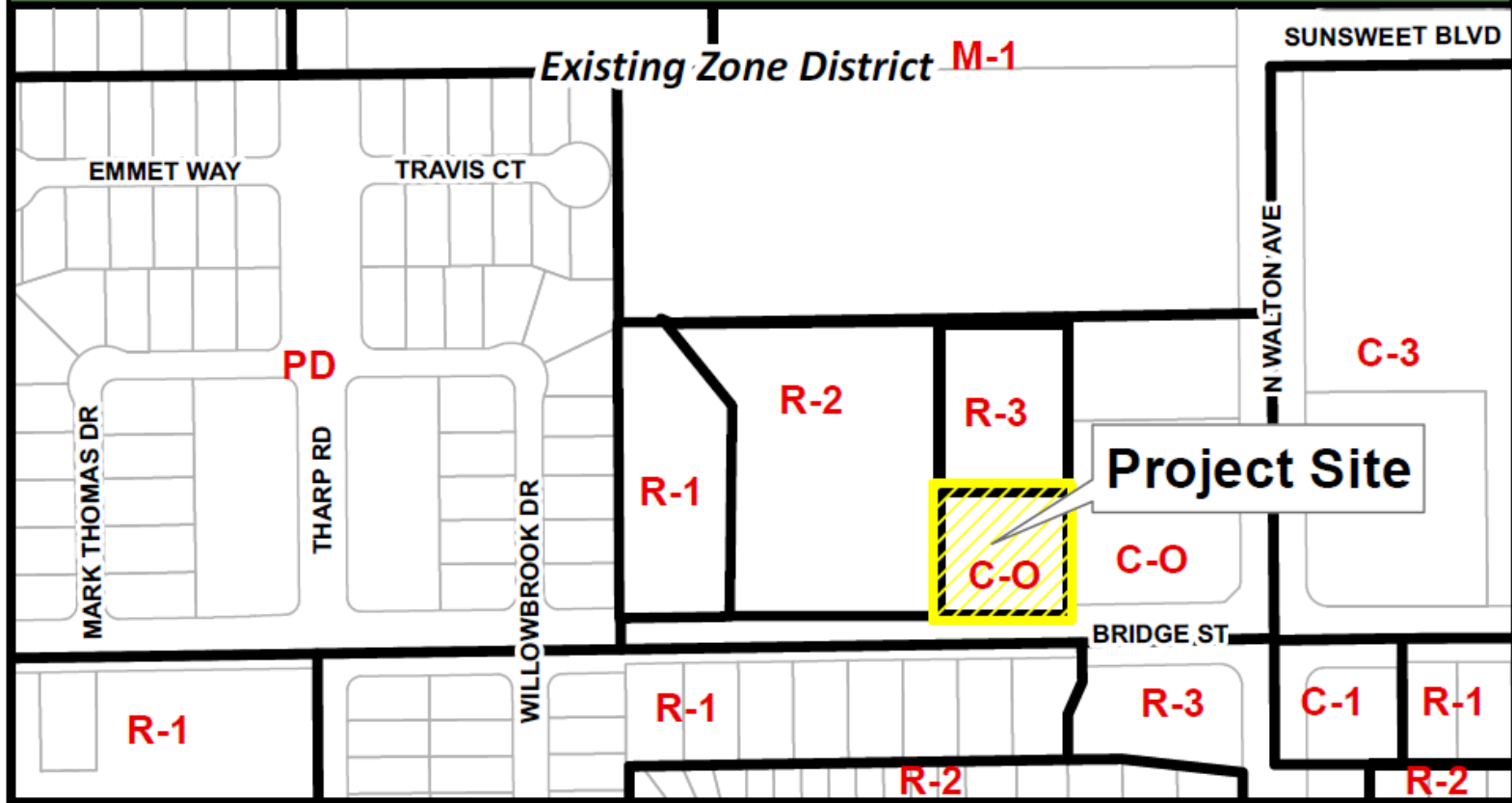
Exhibit A: Rezone Map, RZ 23-02

I, \_\_\_\_\_, Deputy City Clerk of the City of Yuba City, California,  
DO HEREBY CERTIFY that the foregoing is a true and accurate copy of the Ordinance passed  
and adopted by the City Council of the City of Yuba City on the date and by the vote indicated  
herein.

# EXHIBIT A

# Bains - Bridge Street

GPA 23-02, RZ 23-02, EA 23-04 | Rezone Map



## ATTACHMENT 2



**CITY OF YUBA CITY  
PLANNING COMMISSION  
STAFF REPORT**

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**Date:** July 26, 2023  
**To:** Chair and Members of the Planning Commission  
**From:** Development Services Department  
**Presentation by:** Doug Libby, Deputy Development Services Director

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**Subject:** **General Plan Amendment (GPA) 23-02, Rezone (RZ) 23-02, Bains - Bridge Street.**

**Recommendation:** A. Conduct a Public Hearing and make the necessary findings to:

B. Adopt a Resolution of the Planning Commission of the City of Yuba City recommending the City Council approve Environmental Assessment 23-04 by adopting a Mitigated Negative Declaration, subject to the Mitigation Measures, approve General Plan Amendment (GPA) 23-02 re-designating 0.68-acres from the Office and Office Park (O) land use designation to the Medium-High Density Residential (HDR) designation, and adopt an Ordinance approving Rezone (RZ) 23-02 rezoning the same 0.68 acres from the Office Commercial (C-O) Zone District to the Multiple-Family Residential (R-3) Zone District, for the Bains on Bridge Street project, located on the north side of Bridge Street approximately 300 feet west of Walton Avenue (Assessor's Parcel Number 058-080-005).

---

**Applicant/Owner:** Parm Bains

**Project Location:** The 0.68-acre parcel is located on the north side of Bridge Street approximately 300 feet west of Walton Avenue. Assessor's Parcel Number (APN) 058-080-005

**General Plan:** **Existing:** Office and Office Park (O)  
**Proposed:** Medium-High Density Residential (MDR)

**Zoning:** **Existing:** Office Commercial (C-O) Zone District  
**Proposed:** Multiple-Family Residential (R-3) Zone District

---

**Purpose:**

Consideration of General Plan Amendment (GPA) 23-02, Rezone (RZ) 23-02 for the proposed Bains - Bridge Street project.

## **Project Description**

General Plan Amendment (GPA) 23-02 and Rezone (RZ) 23-02 ("Project"), proposes to amend the land use and zoning for a 0.68 parcel as farther outlined below.

- **GPA 23-02:** Proposal to re-designate a 0.68-acre parcel (approximately 30,000 square feet) from the Office and Office Park (O) land use designation to the Medium-High Density Residential (HDR) designation. The HDR designation allows for a residential density range of 12 to 36 residences per acre, providing for a range of attached housing types including duplexes, and multiple-family housing types. The allowed density range translates to nine to 24 residences that could be constructed on this property if this GPA is approved; and
- **RZ 23-02:** Proposal to rezone the same 0.68 acres from the Office Commercial (C-O) Zone District to the Multiple-Family Residential (R-3) Zone District. The R-3 Zone District provides for a similar range of housing types as the corresponding HDR General Plan designation.

There is no actual development proposed as part of this application.

## **Background**

This property was originally part of a larger 5.73-acre parcel for which in June 2019 the Planning Commission considered and recommended approval to amend the General Plan, Rezone, and approved Tentative Subdivision Map 19-03, which divided the property into 18 lots (GPA 18-03, RZ 18-02, TSM 19-03). The GPA and RZ were approved by the City Council on September 17, 2019. The General Plan Amendment was generally intended to convert the vacant property from office and light industrial designations to residential for 17 of the proposed 18 lots. The subject 0.68-acre lot remained office commercial.

TPM 19-03 was originally approved on June 26, 2019 with an expiration date of June 26, 2021. Since then the applicant/owner has received two extension, with a final expiration date of June 26, 2024. The conditions as set forth for Tentative Map (TSM) 19-03 shall still be in effect.

This proposal will place the last remaining lot of the original subdivision into a residential designation. Of the 18 subdivision lots, 10 of the lots along the west and much of the north side are zoned for single-family residences, six lots in the center of the subdivision are zoned for duplexes (12 residences), and the 1.5-acre parcel in the northeast corner of the subdivision (north side of this property) was designated for high density residential (typically apartments). This proposal for the 0.68-acre parcel requests a Medium-High density residential designation which allows a density range of 12-36 residences/acre consistent with the parcel on the north side of the property.

## **Analysis**

### ***Compatibility with neighboring uses:***

With no development proposed it is not possible to fully consider the compatibility of the differing uses. However, placing this higher density residential property next to high density residential on



the north would likely result in apartments, garden apartments, condominiums, duplexes, etc. The property to the west is similarly designated at a lower medium density residential, likely resulting in duplexes. Properties to the east are office type uses but the properties are back-to-back with a masonry wall between them, so compatibility should not be an issue. Across Bridge Street to the south there are single-family and multiple-family uses. There should be no compatibility issues with this proposal.

| <b>Table 2: Bordering Information and Uses</b> |                                                                      |                                              |                                                                               |
|------------------------------------------------|----------------------------------------------------------------------|----------------------------------------------|-------------------------------------------------------------------------------|
|                                                | <b>General Plan<br/>Land Use Designation</b>                         | <b>Zoning</b>                                | <b>Existing<br/>Land Use</b>                                                  |
| Project Site                                   | Medium-High Density Residential (HDR) (proposed)                     | Multiple-Family Residential (R-3) (proposed) | Vacant                                                                        |
| North                                          | HDR                                                                  | R-3                                          | Vacant                                                                        |
| East                                           | Office and Office Park (O)                                           | Office-Commercial (C-O)                      | Bank and office related uses.                                                 |
| West                                           | Low-Medium Density Residential (MDR). Six to 14 residences per acre. | R-2                                          | Vacant                                                                        |
| South                                          | Low and Medium Density Residential                                   | R1 and R-3                                   | Bridge St. with single-family residential and multi-family across the street. |

### ***Traffic***

Due to the parcel size (0.68 acres) of the proposed project, the proposal to change the land use and zoning from office to multiple-family will not create a large traffic generation difference. The General Plan provides density requirements for multiple-family developments as 12-36 dwelling units per acre (DUA), which means that a 0.68 parcel could result in nine to twenty-four new multiple-family or duplex residential units. Both Bridge Street, on which the site fronts, and nearby Walton Avenue are within the City's acceptable level of service standard of D or better. Any development resulting from this project will be required to provide any needed on-site Bridge Street improvements for auto, bicycle, and pedestrian facilities. As such, the potential impacts on nearby streets due to this project are considered to be less than significant.

### **Environmental Considerations:**

An environmental assessment was prepared for this project (EA 23-04) in accordance with the requirements of the California Environmental Quality Act (CEQA) Guidelines. This process included the distribution of requests for comment from other responsible or affected agencies and interested organizations.

Based upon the attached environmental assessment and the list of identified mitigation measures, staff has determined that there is no evidence in the record that the project may have a significant effect on the environment and recommends to the City Council adoption of a mitigated negative

declaration for this project. The finding of the mitigated negative declaration is that, with the proposed mitigations for Greenhouse Gases and Geology and Soils, and Tribal Cultural Resources, this GPA/RZ will not create any significant environmental impacts. As a result, the filing of a mitigated negative declaration is appropriate in accordance with the provisions of CEQA. The proposed mitigations are included in the attached Mitigation Monitoring Program.

**Recommended Actions:**

- A. Conduct a Public Hearing and make the necessary findings to:
- B. Adopt a Resolution of the Planning Commission of the City of Yuba City recommending the City Council approve Environmental Assessment 23-04 by adopting a Mitigated Negative Declaration, subject to the Mitigation Measures, approve General Plan Amendment (GPA) 23-02 re-designating 0.68-acres from the Office and Office Park (O) land use designation to the Medium-High Density Residential (HDR) designation, and adopt an Ordinance approving Rezone (RZ) 23-02 rezoning the same 0.68 acres from the Office Commercial (C-O) Zone District to the Multiple-Family Residential (R-3) Zone District, for the Bains on Bridge Street project, located on the north side of Bridge Street approximately 300 feet west of Walton Avenue (Assessor's Parcel Number 058-080-005).

**Attachment:**

- 1. Planning Commission Resolution (GPA 23-02, RZ 23-02)  
Exhibit A: General Plan Map, GPA 23-02  
Exhibit B: Rezone Map, RZ 23-02
- 2. Location Map
- 3. Tentative Subdivision Map 19-03 and Conditions of Approval
- 4. Environmental Assessment 23-04 and the associated Mitigation Monitoring and Reporting Program

## ATTACHMENT 1

**PLANNING COMMISSION RESOLUTION NO. PC 23-15**

**RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF YUBA CITY RECOMMENDING THE CITY COUNCIL APPROVE ENVIRONMENTAL ASSESSMENT 23-04 BY ADOPTING A MITIGATED NEGATIVE DECLARATION, SUBJECT TO THE MITIGATION MEASURES, APPROVE GENERAL PLAN AMENDMENT (GPA) 23-02 RE-DESIGNATING 0.68-ACRES FROM THE OFFICE AND OFFICE PARK (O) LAND USE DESIGNATION TO THE MEDIUM-HIGH DENSITY RESIDENTIAL (HDR) DESIGNATION, AND ADOPT AN ORDINANCE APPROVING REZONE (RZ) 23-02 REZONING THE SAME 0.68 ACRES FROM THE OFFICE COMMERCIAL (C-O) ZONE DISTRICT TO THE MULTIPLE-FAMILY RESIDENTIAL (R-3) ZONE DISTRICT, FOR THE BAINS ON BRIDGE STREET PROJECT, LOCATED ON THE NORTH SIDE OF BRIDGE STREET APPROXIMATELY 300 FEET WEST OF WALTON AVENUE (ASSESSOR'S PARCEL NUMBER 058-080-005).**

**WHEREAS**, the City received an application for a General Plan Amendment to amend the General Plan Land Use Map from an Office and Office Park (O) land use designation to a High Density Residential (HDR) designation, and a Rezone for this same property, revising the zoning from a C-O Zone District to an R-3 Zone District; and

**WHEREAS**, this property is within Yuba City's city limits and the property owner wished to develop their property to urban levels; and

**WHEREAS**, the Planning Commission reviewed related Environmental Assessment 23-04 considering a Mitigated Negative Declaration (MND) prepared for the project, which provided mitigations that reduce potential significant impacts to less than significant; and

**WHEREAS**, all development that may result from this action will be provided a full range of City services; and

**WHEREAS**, a review of the General Plan and Zoning Regulations determined that the proposed GPA/RZ is consistent with the other elements of the General Plan and Zoning Regulations; and

**WHEREAS**, the City on July 6, 2023, published a legal notice and a public hearing notice was mailed to each property owner within at least 300 feet of the project site in compliance with State law concerning the Planning Commission's consideration on July 26, 2023; and

**WHEREAS**, the Planning Commission held a duly noticed public hearing July 26, 2023 and considered all of the project and environmental information presented by staff, public testimony and all of the background information; and

**WHEREAS**, after deliberation and consideration of all relevant items, the Planning Commission recommends the City Council of the City of Yuba City adopt a resolution adopting Environmental Assessment 23-04, approving GPA 23-02, and adopting an ordinance approving RZ 23-02; and

**WHEREAS**, all legal prerequisites to the adoption of this Resolution have occurred.

**NOW, THEREFORE, BE IT RESOLVED** the Planning Commission of the City of Yuba City resolves and orders as follows:

1. Recitals. The Planning Commission hereby finds that all of the facts set forth in the recitals above are true and correct and incorporated herein.
2. CEQA Finding. The Planning Commission finds and determines, and recommends that the City Council find and determine, that there is no substantial evidence in the record that General Plan Amendment 23-02 and Rezone 23-02, may have a significant effect on the environment as identified by the MND prepared in Environmental Assessment 23-04. Additionally, the Planning Commission recommends that the City Council find and determine that an environmental assessment/initial study was prepared for this project in accordance with the requirements of the California Environmental Quality Act (CEQA) Guidelines and reflects the City Council's independent judgment and analysis. The process included the distribution of requests for comments from other responsible or affected agencies and interested organizations. Preparation of Environmental Assessment 23-04 necessitated a thorough review of the proposed project and relevant environmental issues and considered previously prepared environmental and technical studies. While the proposed project could have a potentially significant effect on the environment, based on its independent judgment and analysis the Planning Commission recommends the City Council find that feasible mitigation measures or alternatives have been incorporated into the project in order to avoid the effects to a point where clearly no significant effect on the environment will occur, and there is no substantial evidence in the record that this project may have any direct, indirect or cumulative effects on the environment that are potentially significant or adverse. The proposed project will not result in any adverse effects which fall within the "Mandatory Findings of Significance" contained in Section 15065 of the State CEQA Guidelines. The project-specific mitigation measures included in the project to avoid potentially significant effects are set forth in the attached Initial Study/Mitigated Negative Declaration and accompanying Mitigation Monitoring and Reporting Program. With the project specific mitigations imposed, there is no substantial evidence in the record that this project may have significant direct, indirect, or cumulative effects on the environment. As such, the Planning Commission recommends the City Council also find and determine that in light of the entire administrative record and the substantial evidence before it, the project has been adequately environmentally assessed as required by CEQA per Environmental Assessment 23-04.
3. Adoption of the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program. Based on the foregoing, the Planning Commission recommends the City Council adopt the Mitigated Negative Declaration prepared for the project, including the associated Mitigation Monitoring and Reporting Program, as the project will not result in any significant, adverse environmental impacts with the mitigations proposed. The Yuba City Development Services Department is located at 1201 Civic Center Boulevard, Yuba City, CA 95993, and is recommended to be designated as the custodian of the documents and other materials that constitute the record of the proceedings upon which the decision is based. The Planning Commission further recommends the City Council authorize the Director, or designee, to execute and file with the Sutter County Clerk, as appropriate, a Notice of Determination for approval of the project that complies with the CEQA Guidelines.
4. General Plan Findings. The Planning Commission finds, and recommends that the City Council find that the public necessity, general welfare, good planning practices, public interest, and convenience warrant approval of General Plan Amendment 23-02, including the following:

- a. The proposed HDR land use designation, when used in conjunction with the proposed rezoning and the accompanying development standards, will limit the residential density to be compatible with existing neighboring higher density residential uses.
  - b. The Project will not generate significant amounts of new traffic that would cause a decrease in levels of service for nearby General Plan streets including Bridge Street, and Walton Avenue, and any new residences that result from this Project will pay their fair share of traffic development impact fees, making the project consistent with the Transportation Element.
  - c. General Plan Housing Element Policy H-A-3 (Facilitate a Variety of Housing Types): This policy encourages a variety of housing types but particularly emphasises the use of the Medium High Density (HDR) Land Use Designation as the higher densities typically results in more affordable housing. This project to add property designated HDR will increase the City's capacity for higher density housing by 4-9 residences.
  - d. General Plan Housing Element Policy H-C-7 (Regional Housing Needs): This policy requires the City to add more HDR designated land. This proposal will add 0.67 acres designated as HDR, which translates to 4-9 new residences, likely at the more affordable range of housing types.
  - e. The environmental document prepared for the Project (EA 22-04) found that the Project will not create significant environmental impacts on water quality, air quality, biological resources, agricultural lands, open space, and archaeological resources, making the Project consistent with the Environmental Conservation Element of the General Plan.
  - f. The Project will connect to all City services including water, wastewater, and stormwater drainage, making it consistent with the Public Utilities Element, and the Police and Fire Departments determined that the Project will not cause any safety or emergency response issues. As such the Project will be consistent with the Noise and Safety Element.
  - g. Any new residences that will be constructed as a result of this Project will pay all applicable park and school development impact fees, making it consistent with the Parks, Schools, and Community Facilities Element.
5. Recommendation of Approval of General Plan Amendment 23-02. Based on the information provided above, the Planning Commission recommends to the City Council of Yuba City adoption of General Plan Amendment 23-02, per the attached Exhibit A.
  6. Rezone Findings. The Planning Commission finds, and recommends that the City Council find and determine, that Rezone 23-02 is consistent with the General Plan as amended by General Plan Amendment 23-02. The Planning Commission further recommends that the City Council find that Rezone 23-02 i) is consistent with the General Plan goals and policies as amended and as further described above; ii) is consistent with the purpose of the zoning ordinance to promote and protect the public's health, safety, peace, comfort, convenience and general welfare; iii) the project would provide open space, light, air, privacy, convenience, access, aesthetic values, protection of environmental values, and protection of public and private improvements; and iv) the project will allow for the creation of quality balanced neighborhoods that provide housing options for the City.

7. Recommendation of Approval of the Rezone 23-02. Based on the information provided above, the Planning Commission recommends to the City Council of Yuba City adoption of an ordinance approving RZ 23-02 and reclassify the zone districts as depicted in Exhibit B shown on the zoning map for the City of Yuba City.

8. Effective Date of Resolution. This Resolution shall become effective immediately.

The foregoing resolution was introduced at the regular meeting of the Planning Commission held on July 26, 2023, by Commissioner \_\_\_\_\_ who moved its adoption, which motion was seconded by Commissioner \_\_\_\_\_ and carried by the following vote:

Ayes:

Noes:

Absent:

Recused:

By order of the Planning Commission of the City of Yuba City.

\_\_\_\_\_  
Jackie Sillman, Planning Commission Chair

ATTEST:

\_\_\_\_\_  
Benjamin Moody, Secretary to the Planning Commission

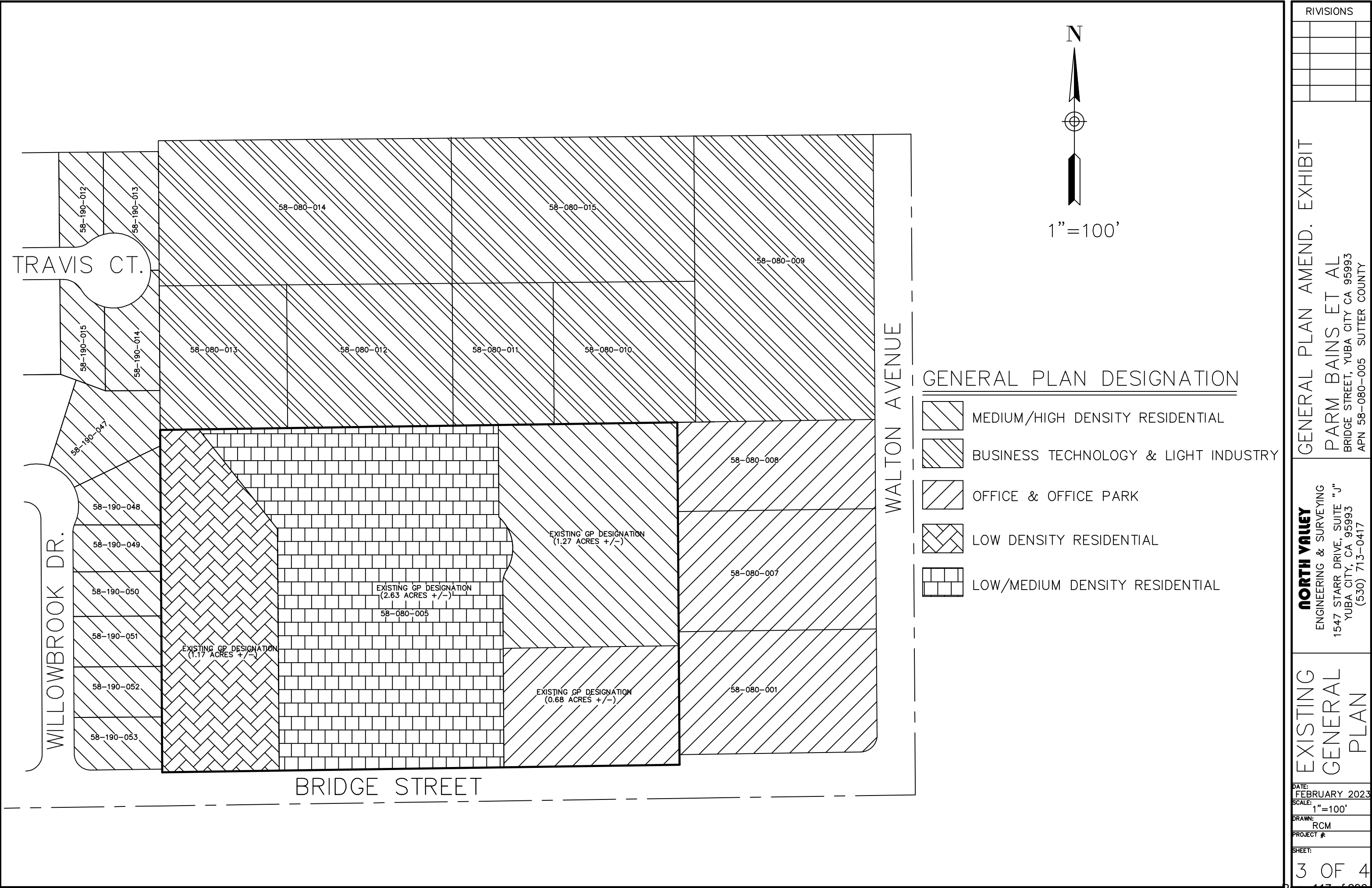
**Attachments:**

Exhibit A: General Plan Map, GPA 23-02

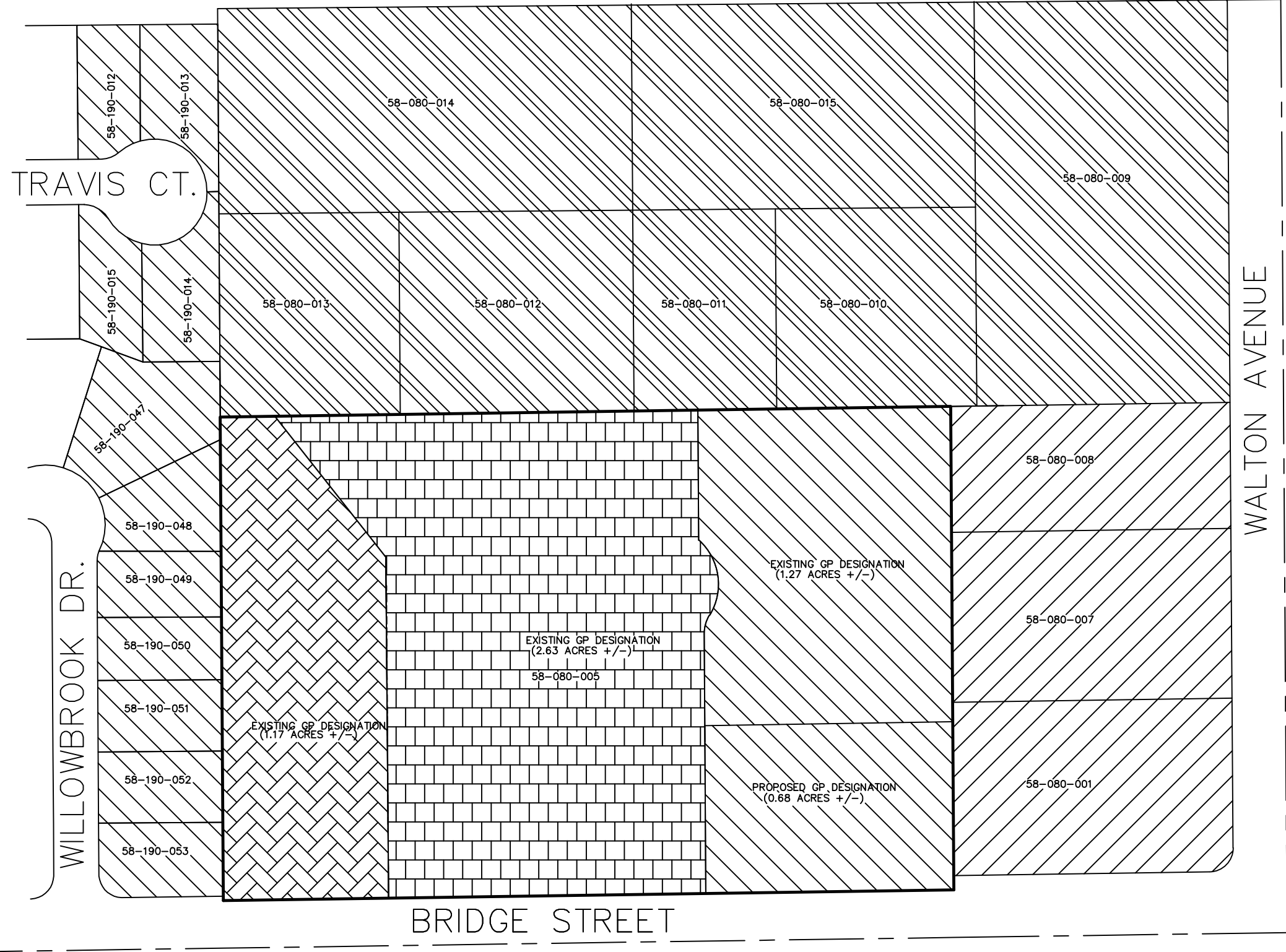
Exhibit B: Rezone Map, RZ 23-02

## EXHIBIT A





| RIVISIONS                         |  |  |  |
|-----------------------------------|--|--|--|
|                                   |  |  |  |
|                                   |  |  |  |
|                                   |  |  |  |
|                                   |  |  |  |
| GENERAL PLAN AMEND. EXHIBIT       |  |  |  |
| P ARM BAINS ET AL                 |  |  |  |
| BRIDGE STREET, YUBA CITY CA 95993 |  |  |  |
| APN 58-080-005 SUTTER COUNTY      |  |  |  |
| NORTH VALLEY                      |  |  |  |
| ENGINEERING & SURVEYING           |  |  |  |
| 1547 STARR DRIVE, SUITE "J"       |  |  |  |
| YUBA CITY, CA 95993               |  |  |  |
| (530) 713-0417                    |  |  |  |
| EXISTING                          |  |  |  |
| GENERAL                           |  |  |  |
| PLAN                              |  |  |  |
| DATE: FEBRUARY 2023               |  |  |  |
| SCALE: 1"=100'                    |  |  |  |
| DRAWN: RCM                        |  |  |  |
| PROJECT #:                        |  |  |  |
| SHEET:                            |  |  |  |
| 3 OF 4                            |  |  |  |



GENERAL PLAN DESIGNATION

- MEDIUM/HIGH DENSITY RESIDENTIAL
- BUSINESS TECHNOLOGY & LIGHT INDU
- OFFICE & OFFICE PARK
- LOW DENSITY RESIDENTIAL
- LOW/MEDIUM DENSITY RESIDENTIAL

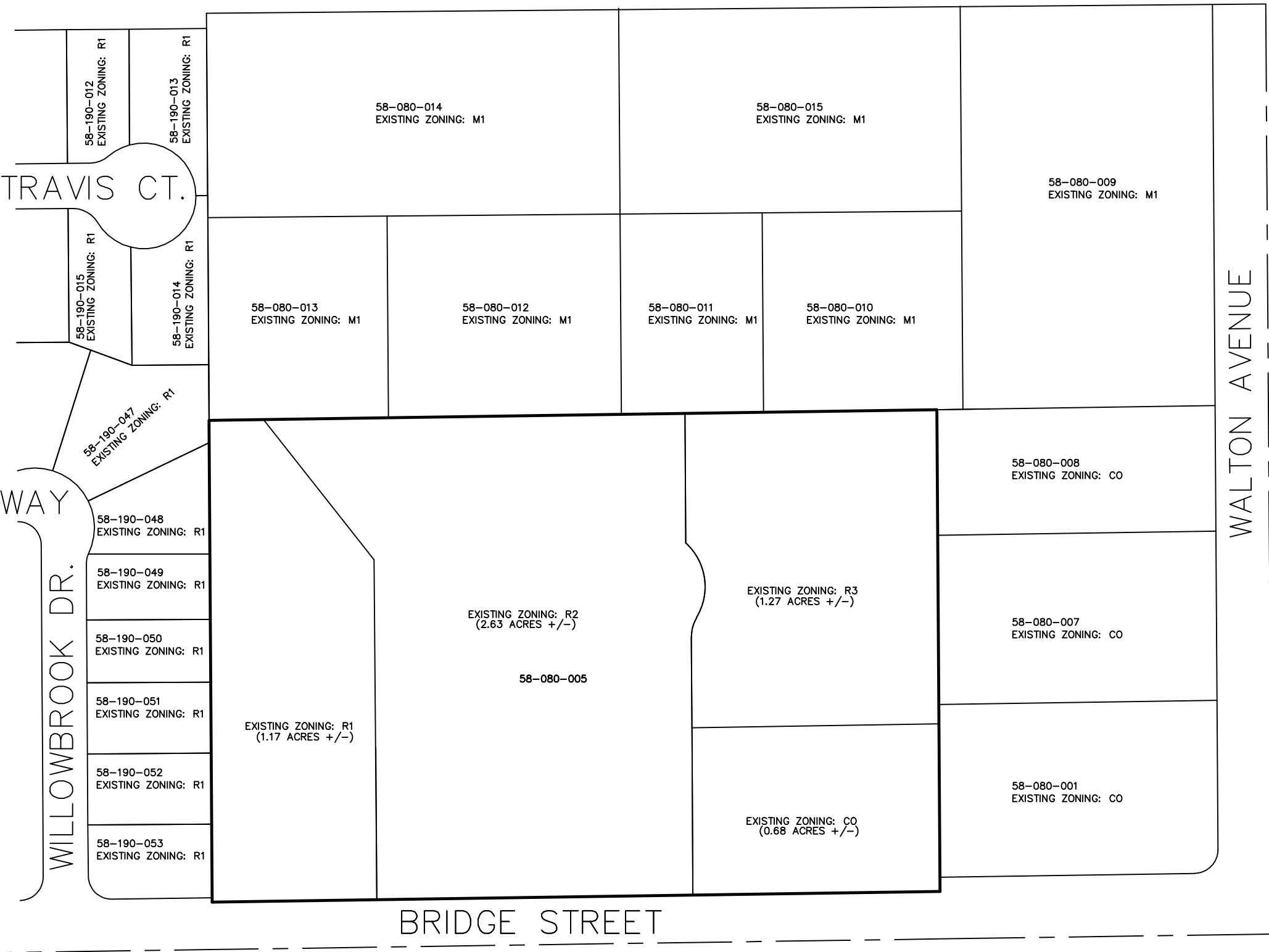
|                                   |      |
|-----------------------------------|------|
| RIVISIONS                         |      |
|                                   |      |
| GENERAL PLAN AMEND. EXHIBIT       |      |
| PARM BAINS ET AL                  |      |
| BRIDGE STREET, YUBA CITY CA 95993 |      |
| APN 58-080-005 SUTTER COUNTY      |      |
| NORTH VALLEY                      |      |
| ENGINEERING & SURVEYING           |      |
| 1547 STARR DRIVE, SUITE "J"       |      |
| YUBA CITY, CA 95993               |      |
| (530) 713-0417                    |      |
| PROPOSED                          | PLAN |
| DATE: FEBRUARY 2023               |      |
| SCALE: 1"=100'                    |      |
| DRAWN: RCM                        |      |
| PROJECT #:                        |      |
| SHEET:                            |      |
| 4                                 | OF 4 |

## EXHIBIT B



1"=100'

ZACHARY WAY



| REVISIONS |  |  |  |
|-----------|--|--|--|
|           |  |  |  |
|           |  |  |  |
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|           |  |  |  |

REZONE EXHIBIT  
PARM BAINS ET AL  
BRIDGE STREET, YUBA CITY CA 95993  
APN 58-080-005 SUTTER COUNTY

**NORTH VALLEY**  
ENGINEERING & SURVEYING  
1547 STARR DRIVE, SUITE "J"  
YUBA CITY, CA 95993  
(530) 713-0417

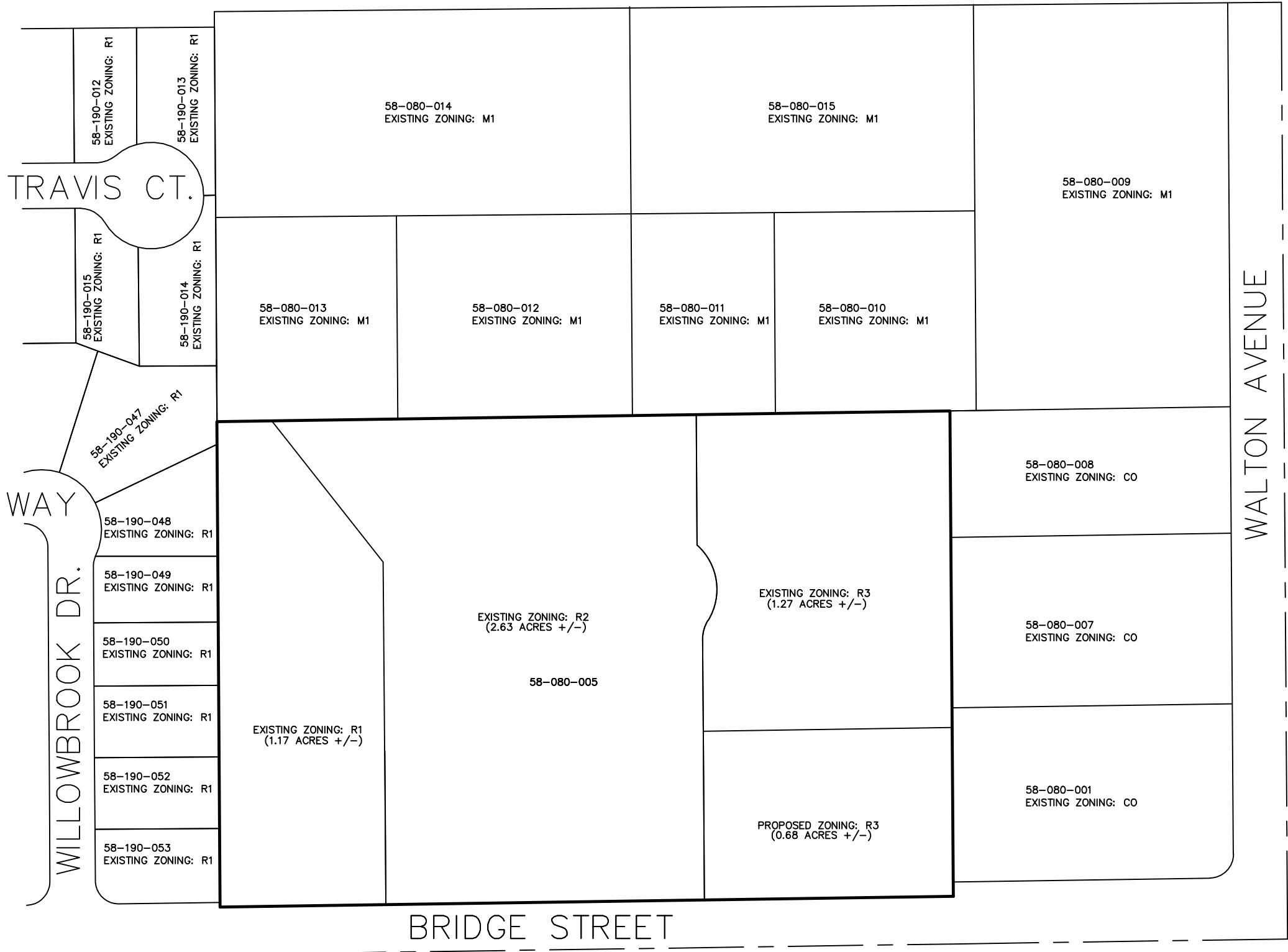
EXISTING  
ZONING

DATE:  
FEB 2023  
SCALE:  
1"=100'  
DRAWN:  
RCM  
PROJECT #:

SHEET:  
1 OF 4



1"=100'



| RIVISIONS |  |  |  |
|-----------|--|--|--|
|           |  |  |  |
|           |  |  |  |
|           |  |  |  |
|           |  |  |  |
|           |  |  |  |

REZONE EXHIBIT  
PARM BAINS ET AL  
BRIDGE STREET, YUBA CITY CA 95993  
APN 58-080-005 SUTTER COUNTY

**NORTH VALLEY**  
ENGINEERING & SURVEYING  
1547 STARR DRIVE, SUITE "J"  
YUBA CITY, CA 95993  
(530) 713-0417

PROPOSED  
ZONING

DATE:  
FEB 2023  
SCALE:  
1"=100'  
DRAWN:  
RCM  
PROJECT #:

SHEET:  
2 OF 4

## ATTACHMENT 2

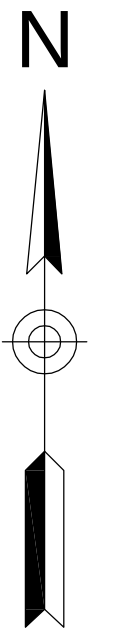
# Bains on Bridge

GPA 23-02, RZ 23-02 | Location Map



## ATTACHMENT 3





1"=60'

WILLOWBROOK DR.

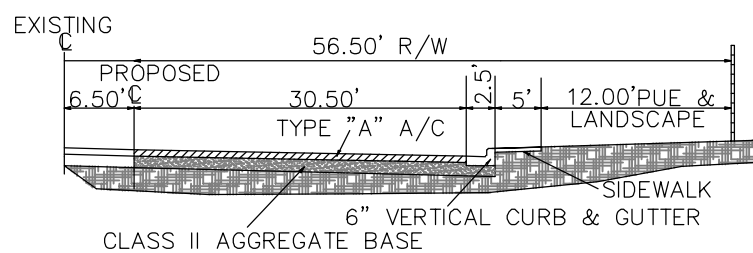
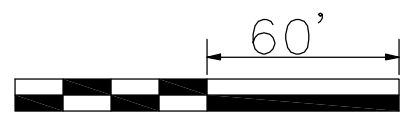
WALTON AVENUE



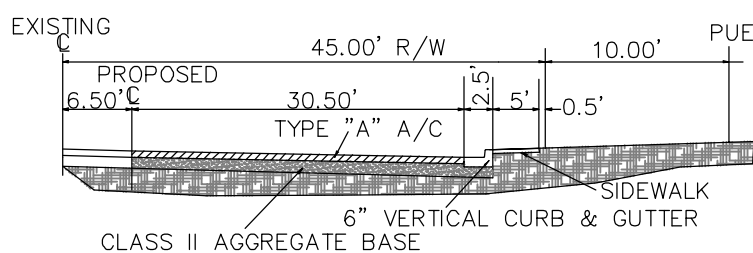
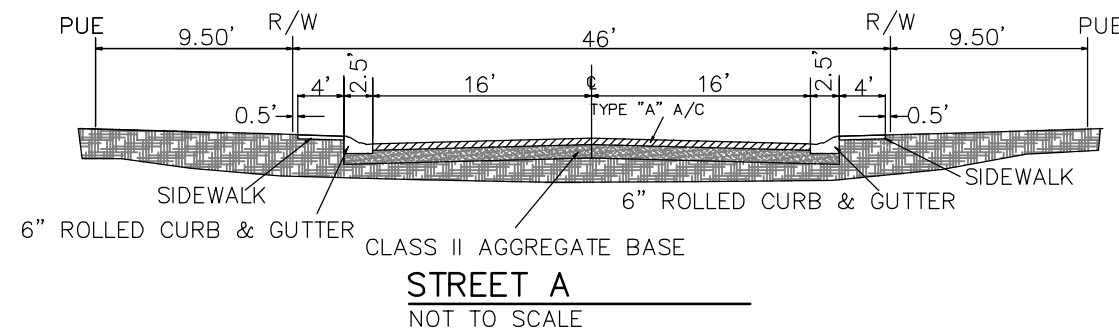
### LEGEND

- 10" SS(E) EXISTING SEWER PIPE
- 12" W(E) EXISTING WATER PIPE
- 42" SD(E) EXISTING STORM DRAIN PIPE
- EXISTING GAS PIPE
- EXISTING CURB AND GUTTER

PREPARED BY:  
**NVES**  
NORTH VALLEY ENGINEERING AND SURVEYING  
1547 STARR DRIVE SUITE "J"  
YUBA CITY, CA 95993  
(530) 713-0417



BRIDGE STREET IN FRONT OF LOTS 1, 18 AND 13  
NOT TO SCALE



BRIDGE STREET IN FRONT OF LOT 12  
NOT TO SCALE

### APPLICANT

BAINS PARMINDER S. & SHARINDER K.  
HARDEEP & JASWINDER DHADLI  
4142 HIGHWAY 99  
YUBA CITY, CALIFORNIA 95991  
(530) 870-7808

### OWNER

BAINS PARMINDER S. & SHARINDER K.  
HARDEEP & JASWINDER DHADLI  
4142 HIGHWAY 99  
YUBA CITY, CALIFORNIA 95991  
(530) 870-7808

### ENGINEER

GEORGE L. MUSALLAM  
NORTH VALLEY ENGINEERING AND SURVEYING  
1547 STARR DRIVE SUITE "J"  
YUBA CITY, CALIFORNIA 95993  
(530) 713-0417

### GENERAL NOTES

WATER  
EXISTING: YUBA CITY

SEWER  
EXISTING: YUBA CITY

STORM DRAIN  
EXISTING: YUBA CITY

PROPERTY USE:  
EXISTING: OPEN FIELD  
PROPOSED: RESIDENTIAL & OFFICE

ZONING  
EXISTING: CO & CM  
PROPOSED: R1, R2, R3 AND CO

GENERAL PLAN  
EXISTING: BUSINESS TECHNOLOGY & LIGHT INDUSTRY  
OFFICE & OFFICE PARK  
PROPOSED: LOW DENSITY RESIDENTIAL  
MEDIUM/HIGH DENSITY RESIDENTIAL  
OFFICE & OFFICE PARK

ASSESSOR PARCEL MAP (ACRES)  
58-080-005 (5.73)

UTILITIES  
ELECTRICITY AND GAS: P G & E  
TELEPHONE: AT&T  
CABLE: COMCAST

LOT DIMENSIONS  
LOT AND BOUNDARY DIMENSIONS ARE APPROXIMATE  
AND SUBJECT TO REVISION WITH THE FILING  
OF THE FINAL MAP.

SIZE AND LOCATION OF UTILITIES ARE APPROXIMATE,  
AND WILL BE DETERMINED AT THE TIME OF PREPARING  
THE IMPROVEMENT PLANS FOR THE SUBDIVISION

## TENTATIVE SUBDIVISION MAP NO. -- BAINS/DHADLI SUBDIVISION

BEING THE DESIGNATED REMAINDER OF PARCEL MAP NO. 834  
FILED IN BOOK 5 OF PARCEL MAPS AT PAGE 44 AT THE OFFICE  
OF THE SUTTER COUNTY RECORDER ALSO BEING A PORTION OF  
THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 15 NORTH  
RANGE 3 EAST M.D.B. & M.  
SUTTER COUNTY, CALIFORNIA. FEBRUARY 2019

SHEET 1 OF 1

## **Tentative Subdivision Map 19-03 Conditions of Approval and Mitigation Measures**

### **Conditions of Approval**

#### **General**

1. Approval of Tentative Map (TSM) 19-03 may become null and void in the event that development is not completed in accordance with all the conditions and requirements imposed on this tentative parcel map, the Zoning Ordinance, the most recently City-adopted Uniform Building Code, and all Public Works Standards and Specifications. The City shall not assume responsibility for any deletions or omissions resulting from the permit review process or for additions or alterations to construction plan not specifically submitted and reviewed and approved pursuant to this special permit or subsequent amendments or revisions.
2. The applicant, operator, and/or property owner ("Applicant" herein) is required to enter into an agreement with the City agreeing to indemnify, defend, and hold harmless the City of Yuba City, its officers, attorneys, agents, employees, departments, commissioners, authorized volunteers, and boards ("City" herein) against any and all liability, claims, actions, causes of action or demands whatsoever against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, in any way arising from, the terms and provisions of this land use approval, including without limitation any California Environmental Quality Act (CEQA) approval or any related development approvals or conditions whether imposed by the City, or not, except for City's sole active negligence or willful misconduct. This indemnification condition does not prevent the Applicant from challenging any decision by the City related to this project and the obligations of this condition apply regardless of whether any other permits or entitlements are issued. The land use approval shall not become effective until Applicant executes a "Covenant to Indemnify."
3. The Planning Commission's approval of TSM 19-03 shall not become effective unless and until the City Council approves General Plan Amendment 18-03 and Rezoning 18-02. The effective approval date of this subdivision for purposes of this subdivision map's expiration date, as described in Condition #4 below, shall not be until the effective date of the rezoning.

#### **Expiration and Development Impact Fees**

4. Approval of TSM 19-03 shall be null and void without further action if either the project has not been substantially commenced within two years of the approval date of TSM 19-03 or that a request for an extension of time, pursuant to Section 66452.6 and as amended, of the California Subdivision Map Act, has been submitted to the City prior to the map's expiration date.
5. Development Impact Fees. Impact fees shall be paid pursuant to the YCMC.

#### **Planning Division**

6. The lot design on the subdivision map shall be designed in conformance with the TSM 19-03, as approved by the Planning Commission.

7. TSM 19-03 shall comply with the Conditions of Approval.
8. Prior to issuance of occupancy permits, all residential lots that abut the neighboring non-residential general plan designations shall be planted with a hedge type plant, as approved by the Development Services Director, along its common property line with the non-residential designated properties.
9. A five-foot wide hedge planting shall be provided along the residential property lines that are in common with the neighboring commercial and light industrial properties. This includes hedge plantings along the northerly property line of Lots 7, 8, 9, 10, and 11, and along the easterly and southerly line of Lot 11.

## **Public Works Department**

### **General**

10. To help contain fugitive dust, construction sites shall be watered down during the construction phase of the project or as directed by the Public Works Department.
11. Paved streets shall be swept frequently (water sweeper with reclaimed water recommended; wet broom) if soil material has been carried onto adjacent paved, public thoroughfares from the project site.
12. The Developer, at their expense, shall be solely responsible for all quality control associated with the project. The quality control shall include, but is not limited to, the following: survey work, potholing existing utilities, all geotechnical testing, soil reports, concrete testing, asphalt testing, and any other required special testing/inspections. The City will only perform necessary testing to insure compliance.
13. Storage of construction material is not allowed in the travel way.
14. The Developer shall prepare and submit improvement plans for the construction of all public improvements including water, sanitary sewer, storm drain facilities, roadway improvements, curbs, gutters, sidewalks, parkway strips, signing, striping and streetlights.

### **Prior to issuance of Grading Permit**

15. The improvement plans for the development of the subject property shall include all measures required to ensure that no drainage runoff resulting from the development of the property flow onto the adjacent residential or agricultural lands or impede the drainage from those properties. The rear yards and/or side yards of the lots that are created by this subdivision that are adjacent to existing residential development shall have the same finish grade elevation as those lots within tolerances as approved by the Public Works Department. If retaining walls are required, they shall be constructed of concrete or masonry block.

### **Prior to approval of Improvement Plans**

16. A Subdivision Agreement outlining any costs (hot tap, connection fee, fair share contribution, etc.) associated with the development shall be accepted by the City prior to recordation of map.

17. The contractor shall obtain an Encroachment Permit from the City prior to performing any work within public rights of way.
18. A tunnel permit from the State Division of Occupational Safety and Health; Mining and Tunneling Unit will be required. A copy of this permit must be supplied to the City prior to approval of the improvement plans.
19. Where an excavation for a trench and/or structure is 5 feet deep or more, the contractor shall conform to O.S.H.A. requirements. The contractor shall provide a copy of the approved O.S.H.A. permit, and shoring details and calculations prepared by California licensed structural engineer to the Public Works Department.
20. Bridge Street shall be widened to a typical half-width (centerline to back of curb). Right-of-way shall be dedicated together with a 12.0-foot PUE behind the right-of-way. Frontage improvements shall include street section, curb, gutter, and a 5.0-foot wide attached sidewalk.
21. Street "A" shall be constructed to a width of 37.0 feet back of curb to back of curb with parking permitted on both sides. Right-of-way shall be dedicated to a width of 38.0 feet together with a 19.5-foot PUE behind the right-of-way. Construction shall include street section, curbs, gutters, 4.0-foot wide detached sidewalk, street trees and street lights, except as otherwise shown on the tentative map and approved by the Public Works Department.
22. The structural section of all road improvements shall be designed using a geotechnical investigation which provides the basement soils R-value and expansion pressure test results. The structural section shall be designed to the following standards:
  - a. Use 3" minimum for residential, 4" minimum for collectors and 5" minimum for arterials, of 'Type A' asphaltic concrete over Class 2 aggregate base (the thickness of the base shall be designed to the R-value of the soil):
  - b. Use a traffic index of 6 for residential streets,
  - c. Use a traffic index of 7 for collector streets,
  - d. Use a traffic index of 10 for arterial streets,A copy of the geotechnical investigation, including R-value, test locations and structural section calculations, shall also be submitted with the first improvement plan check.
23. Striping, pavement markings and traffic signage shall be provided on all streets as necessary and as required by the Public Works Department. Signage restricting parking and red painted curbing shall be installed where appropriate. Speed limit signs shall be installed at locations determined by the Public Works Department.
24. The Developer shall submit to Sutter County a drainage plan for any drainage improvements that utilize County facilities for approval by Sutter County Public Works Director.
25. The Improvement Plans shall show provisions for the placement of centralized mail delivery units in the Public Utility Easement (P.U.E.). Developers will provide a concrete base for placement of the centralized mail delivery unit. Specifications and location of such base shall be determined pursuant to the applicable requirements of the Postal Service and the Yuba City Public Works Department, with due consideration for street light location, traffic safety, security and consumer convenience.

26. As required by Section 8-5.5904(b)(4) of the Zoning Regulations, prior to recordation of the final map, a solid 6.0-foot high masonry block wall shall be constructed along the following locations (as locations are shown on the tentative map dated June 5, 2019):
- a. Along the northerly property line of Lots 7, 8, 9, 10, and 11; and
  - b. Along the easterly and southerly line of Lot 11; and
  - c. Between Lot 11 and Lot 12.
27. A solid 6.0-foot high decorative (as approved by the Development Services Director) masonry block wall with pilasters located no more than 50 feet apart, shall be constructed along the southerly line of Lots 1, 13, 18. At the entrances to the subdivision, the block wall shall be "stepped down" in a decorative manner that is acceptable to the Public Works Director.
28. Required Improvement Plan Notes:
- a. "Any excess materials shall be considered the property of the contractor/owner and shall be disposed of away from the job site in accordance with applicable local, state and federal regulations."
  - b. "During construction, the Contractor shall be responsible for controlling noise, odors, dust and debris to minimize impacts on surrounding properties and roadways. The Contractor shall be responsible for all construction equipment to be equipped with manufacturers approved muffler baffles. Failure to do so may result in the issuance of an order to stop work."
  - c. "If any hazardous waste is encountered during the construction of this project, all work shall be immediately stopped and the Sutter County Environmental Health Department, the Fire Department, the Police Department, and the City Inspector shall be notified immediately. Work shall not proceed until clearance has been issued by all of these agencies."
  - d. "The Contractor(s) shall be required to maintain traffic flow on affected roadways during non-working hours, and to minimize traffic restriction during construction. The Contractor shall be required to follow traffic safety measures in accordance with the CalTrans "Manual of Traffic Safety Controls for Construction and Maintenance Work Zones." The City of Yuba City emergency service providers shall be notified, at least two working days in advance, of proposed construction scheduled by the contractor(s)."
  - e. "Soil shall not be treated with lime or other cementitious material without prior express permission by the Public Works Department."

#### **Prior to acceptance of Public Improvements**

29. Prior to paving, the Developer shall vacuum test all manholes to ensure no leakage will occur.
30. Prior to paving, the Developer shall hydroflush, and televise, all storm drain mains and all sewer mains. In addition, prior to the City's acceptance of the subdivision improvements, and at the Public Works Department's discretion, the storm sewer and sewer mains shall be re-hydroflushed.

31. The contractor shall maintain record drawings of the improvements and keep them on site at all times. When the project is complete, the contractor shall deliver a marked set of plans to the Engineer of Record. The Engineer of Record shall update the improvement plans with the record information. Once the changes have been added to the plans, the Engineer of Record shall submit both an electronic copy (AutoCad version 2010 or newer) and a hard copy to the City. The City will not accept the completion of the improvements until the electronic copy and hard copy have been submitted.

#### **Prior to Final Map Recordation**

32. The development shall pay for operations and/or maintenance for police, fire, parks, drainage, and ongoing street maintenance costs. This condition may be satisfied through participation in a Mello-Roos CFD, or by another secure funding mechanism acceptable to the City. The City shall be reimbursed actual costs associated with the formation of, or annexation to, the district.
33. The property shall petition for formation of a Zone of Benefit of the Yuba City Landscaping and Lighting Maintenance District for the purpose of maintaining street trees which are to be planted along all streets, maintaining the street lights, maintaining the landscaping along Bridge Street, and maintaining the masonry walls. The Engineering Division shall be reimbursed actual costs associated with the formation of the district.
34. Three street lights shall be provided along Bridge Street at locations determined by the Public Works Director.
35. Street lights shall be installed along Street "A".
36. All public street lighting shall be dedicated to the City of Yuba City.
37. A public utility easement shall be provided along all streets extending 10.0 feet behind the back of the sidewalk.

#### **Prior to Building Permit**

38. The Developer's Superintendent/Representative shall submit three sets of Pacific Gas and Electric approved utility plans showing joint trench locations and distribution lines prior to issuance of first building permit.
39. The applicant shall be required to pay all applicable Sutter County Water Agency connection fees and maintenance and operation fees. Fees are payable at the Sutter County Development Services Counter located at 1130 Civic Center Blvd.
40. The Developer shall enter into an agreement with Sutter County providing the following:  
Participation in a zone of benefit, drainage district, agency, service area or any other public entity for the financing of construction and maintenance of a drainage system. In addition to the special assessment district or public entity referred to immediately above, the agreement shall contemplate the imposition by the district or public entity of any legally available fee, assessment or other financing mechanism to facilitate the construction and maintenance of a drainage system.
41. All street lighting shall be energized prior to the issuance of any building permits.

#### **Prior to Certificate of Occupancy**

42. The curb, gutter, sidewalk, and lot drainage shall be inspected and approved by the City. Any curb, gutter and sidewalk which is not in accord with City standards or is damaged before or during construction, shall be replaced. All sidewalks along the City right-of-way shall be free of any non-control joint cracking. In addition, any concrete with cracks, chips, blemishes, and spalling greater than an inch in diameter shall be replaced from control joint to control joint.
43. Prior to the issuance of a certificate of occupancy, all reduced pressure backflow preventers shall be tested and a back flow preventer certification performed by an AWWA licensed tester shall be submitted to the Public Works Department.
44. Prior to issuance of any certificate of occupancy, all underground utilities, public improvements, and site improvements, including rough grading, shall be completed.

## Mitigation Measures

**Cultural Resources Mitigation 1:** In the event that previously undetected cultural materials (i.e. prehistoric sites, historic features, isolated artifacts, and features such as concentrations of shell or glass) are discovered during construction, work in the immediate vicinity should immediately cease and be redirected to another area until the Auburn Indian Community of the Auburn Rancheria is re-contacted and allowed the opportunity to consult under AB 52. Further, a qualified archaeologist that meets the Secretary of the Interior's Professional Qualifications Standards in prehistoric or historic archaeology inspects and assesses the find. The City shall consider further recommendations as presented by the professional and implement additional measures as necessary to protect and preserve the particular resource. Such measures may include avoidance, preservation in place, excavation, documentation, curation, data recovery, or other appropriate measures.

**Cultural Resources Mitigation 2:** If human remains are uncovered, or in any other case where human remains are discovered, the Sutter County Coroner, as appropriate, is to be notified to arrange their proper treatment and disposition. If the remains are identified – on the basis of archaeological context, age, cultural associations, or biological traits – as those of a Native American, California Health and Safety Code 7050.5 and Public Resource Code 5097.98 require that the coroner notify the NAHC within 24 hour of discovery. The NAHC will then notify the most likely descendant, who may recommend treatment of the remains.

**Cultural Resources Mitigation 3:** Should artifacts or unusual amounts of bone or shell be uncovered during demolition or construction activity, all work shall be stopped and a qualified archeologist shall be contacted for on-site consultation. Avoidance measures or appropriate mitigation shall be completed according to CEQA guidelines. The State Office of Historic Preservation has issued recommendations for the preparation of Archeological Resource Management Reports, which shall be used for guidelines. If a bone appears to be human, California law mandates that the Sutter County Coroner and the Native American Heritage Commission be contacted.

**Greenhouse Gas Mitigation Measure 1:** The site grading process shall comply with the GHG Reduction Measures provided in the adopted Yuba City Resource Efficiency Plan.

**Tribal Cultural Resources Mitigation Measure 1:** Worker Awareness Training. The City shall ensure that a Worker Education Program is developed and delivered to train equipment

operators about cultural resources. The program shall be designed to inform workers about: federal and state regulations pertaining to cultural resources and tribal cultural resources; the subsurface indicators of resources that shall require work stoppage; procedures for notifying the City of any occurrences; and enforcement of penalties and repercussions for non-compliance with the program. Worker education training may be provided either in person or as a DVD with a training binder, prepared by a qualified professional archaeologist and reviewed by the City. The United Auburn Indian Community (UAIC) shall be afforded the option of attending the initial training in person or providing a video segment or information for incorporation into the training that appeals to the contractor's need to be respectful of tribal cultural resources and tribal participation in implementing unanticipated discovery protocols. All ground-disturbing equipment operators shall be required to receive the training and sign a form that acknowledges receipt of the training. A copy of the form shall be provided to the City as proof of compliance.

**Tribal Cultural Resources Mitigation Measure 2:** Avoid and minimize impacts to previously unknown Tribal Cultural Resources. If any cultural resources, such as structural features, unusual amounts of bone or shell, artifacts, human remains, or architectural remains are encountered during the initial inspection or during any subsequent construction activities, work shall be suspended within 100 feet of the find, and the construction supervisor shall immediately notify the City representative. If the find includes human remains, then the City shall immediately notify the Sutter County Coroner and the procedures in Section 7050.5 of the California Health and Safety Code and, if applicable, Section 5097.98 of the Public Resources Code, shall be followed. For resources reasonably associated with Native American cultural and for human remains, the City shall coordinate with any necessary investigation of the discovery with a UAIC tribal representative and a qualified archaeologist approved by the City. As part of the site investigation and resource assessment, the City shall consult with UAIC to develop, document, and implement appropriate management recommendations, should potential impacts to the resources be found by the City to be significant. Nothing in this measure prohibits the City from considering any comments from other culturally-affiliated Native American tribes that volunteer information to the City during its investigation. Possible management recommendations could include documentation, data recovery, or (if deemed feasible by the City) preservation in place. The contractor shall implement any measures deemed by the City staff to be necessary and feasible to avoid, minimize, or mitigate significant effects to the cultural resources, such as the use of a Native American Monitor whenever work is occurring within 100 feet of the discovery of Native American Resources, if deemed appropriate by the City.



## ATTACHMENT 4

# **Environmental Assessment 23-04 for Bains on Bridge Street**

Initial Study and Mitigated Negative Declaration for General  
Plan Amendment 23-02 and Rezone 23-02

*Please refer to the electronic version provided at the link  
below:*

[www.yubacity.net/environmental](http://www.yubacity.net/environmental)

CITY OF YUBA CITY  
STAFF REPORT

**Date:** October 3, 2023  
**To:** Honorable Mayor & Members of the City Council;  
**From:** Public Works Department  
**Presentation By:** Joshua Wolffe, Associate Engineer

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**Summary**

**Subject:** Yuba City Active Transportation Plan (Grant Award)  
**Recommendation:** Adopt a Resolution which makes the following actions:

A. Authorizes the City Manager to execute and submit all necessary documentation related to the Caltrans Sustainable Transportation Planning, Sustainable Communities Grant

B. Authorizes the Finance Director to make necessary budget adjustments and supplemental appropriations in the appropriate revenue and expenditure accounts

**Fiscal Impact:** Receipt of Grant funds in the amount of \$298,788, with a City match of \$38,712.

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**Purpose:**

To improve the City's active transportation network through the creation of a comprehensive master plan for future active transportation projects.

**Council Strategic Goal:**

Delegating signatory authority for the Caltrans Sustainable Transportation Planning, Sustainable Communities Grant addresses City Council's Strategic goal of infrastructure, as the Active Transportation Plan will ultimately provide guidance for the expansion of the City's active transportation network.

**Background:**

In March of 2023, the Public Works Department applied for a Caltrans Sustainable Transportation Planning Sustainable Communities Grant (Grant) to secure funding for an Active Transportation Plan (Plan). The Plan will identify future projects that will improve the transportation networks for bicyclists, pedestrians, those with disabilities, and Yuba-Sutter Transit. In September of 2023, the City was notified that it was awarded \$298,788 for the grant, with a local match of \$38,712.

**Analysis:**

As part of the Grant General Conditions of Acceptance, the City is required to submit a resolution to

Caltrans by October 15, 2023, authorizing a signatory for the Grant contract. Executing such a resolution will allow City staff to move the project forward, and issue a Request for Proposals from qualified consultants for the Plan's development. Implementation of the Plan will help the City secure funding for future Active Transportation Projects.

**Fiscal Impact:**

Minimal staff costs associated with executing grant documents. The City has received \$298,788 in grant funding, with a local match of \$38,712 . Detailed fiscal impacts and any necessary fiscal appropriations will be presented to Council at the time of awarding a consultant contract for the Active Transportation Plan.

**Alternatives:**

Do not authorize the City Manager to execute and submit necessary documents associated with the Sustainable Communities Grant. This may compromise grant funding and delay the project timeline.

**Recommendation:**

Adopt a Resolution which makes the following actions:

- A. Authorizes the City Manager to execute and submit all necessary documentation related to the Caltrans Sustainable Transportation Planning, Sustainable Communities Grant
- B. Authorizes the Finance Director to make necessary budget adjustments and supplemental appropriations in the appropriate revenue and expenditure accounts

**Attachments:**

- 1. Attachment 1 - Resolution

**Prepared By:**

Josh Wolffe  
Associate Civil Engineer

**Submitted By:**

Diana Langley  
City Manager

## ATTACHMENT 1

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY  
AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTATION  
RELATED TO THE CALTRANS SUSTAINABLE TRANSPORTATION PLANNING  
SUSTAINABLE COMMUNITIES GRANT FOR THE YUBA CITY ACTIVE TRANSPORTATION  
PLAN**

WHEREAS, the City of Yuba City was awarded \$298,788 in funding with a local match of \$38,712 for the Caltrans Sustainable transportation Planning Sustainable Communities Grant (Grant) for the Feasibility Study for the Yuba City Active Transportation Plan (Project); and,

WHEREAS, the Grant General Conditions of Acceptance require the City to submit a resolution to Caltrans which authorizes signatory authority to a designated City representative; and,

WHEREAS, the City of Yuba City wishes to delegate authority to execute all necessary documentation related to the Grant to the City Manager.

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

1. The City Council of the City of Yuba City does hereby delegate authority to the City Manager to execute all necessary documentation related to the Caltrans Sustainable Transportation Planning Sustainable Communities Grant for the Yuba City Active Transportation Plan.
2. The City Council of the City of Yuba City authorizes the Finance Director to make necessary budget adjustments and supplemental appropriations in the appropriate revenue and expenditure accounts.
3. This Resolution shall take effect immediately.

The foregoing Resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 3<sup>rd</sup> day of October, 2023.

AYES:

NOES:

ABSENT:

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Wade Kirchner, Mayor

ATTEST:

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Ciara Wakefield, City Clerk Administrator

APPROVED AS TO FORM  
COUNSEL FOR YUBA CITY

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

CITY OF YUBA CITY  
STAFF REPORT

**Date:** October 3, 2023  
**To:** Honorable Mayor & Members of the City Council; Honorable Chairperson and Directors of the Successor Agency to the Redevelopment Agency of the City of Yuba City  
**From:** Public Works Department  
**Presentation By:** Ben Moody, Public Works & Development Services Director

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**Summary**

**Subject:** Signature Authority – DTSC Grant Application for cleanup of Successor Agency-owned property (442 B Street)

**Recommendation:** Adopt a Joint Resolution which takes the following actions:

- A. Authorizes the City of Yuba City to apply for an Equitable Community Revitalization Grant for the cleanup of Successor Agency-owned property located at 422 B Street (APN 52-380-019)
- B. Authorizes the Chair of the Successor Agency to sign an Owner Attestation Form and Site Access Agreement necessary for the grant application
- C. Authorizes the City Manager of the City of Yuba City to execute all necessary grant application documents

**Fiscal Impact:** \$25,100 – Account No. 901072 (Property Abatement) broken down as follows:  
\$ 7,525 – staff time  
\$17,575 – grant writing consultant

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**Purpose:**

To facilitate and encourage the development of infill property located in the Town Center area.

**Council's Strategic Goal:**

This project addresses multiple City Council Strategic Goals, primarily maintaining the financial stability and sustainability of the City and enhancing the business-friendly environment for the City.

**Background:**

In June 1994, the former Redevelopment Agency of the City of Yuba City acquired title to the vacant parcel identified as 442 B Street, which is east of the Town Center fountain and bounded by B Street to the north, Wilbur Avenue to the east, and C Street to the south (Site) (Attachment 1, Exhibit A).

Based on a 2011 California Supreme Court decision, all redevelopment agencies in California were



dissolved as of February 1, 2012. As a result, all redevelopment agencies were required to dissolve and transfer any assets and liabilities to "Successor Agencies" that would bring to a close the redevelopment agencies' business matters. On January 10, 2012, the City Council elected to become the Successor Agency to the Redevelopment Agency of the City of Yuba City (Successor Agency). In November 2014, the Site was transferred to the Successor Agency.

In 2015, a Long Range Property Management Plan was prepared by Fraser & Associates. The plan recommended the Site be sold for private development.

On August 16, 2022, the City Council, acting as the Successor Agency, declared the Site to be surplus land and directed the City Manager of the City to follow procedures set forth in the Surplus Land Act for the sale of the property.

### **Analysis:**

In August 2010, a Phase I Environmental Site Assessment (Phase I ESA) was completed for the Site. The purpose of the Phase I ESA was to compile and review available information about the Site and immediate vicinity to identify recognized environmental conditions (REC) to the extent feasible. The Phase I ESA identified 16 REC's, of which 12 are considered to be high priority as they are considered more likely to have resulted in a release of hazardous substances or petroleum products to the Site (Attachment 1, Exhibit B).

There has been no interest from other parties related to acquiring the Site due to the REC's discovered during the Phase I ESA. City staff recommends pursuing grant funding to advance the cleanup of the Site in order to encourage acquisition and development of the Site.

In 2021, State legislation was enacted to expedite the cleanup and beneficial reuse of contaminated properties, with priority given to properties in historically vulnerable and disadvantaged communities. The Department of Toxic Substances Control's (DTSC's) Office of Brownfields Equitable Community Revitalization Grant (ECRG) will provide more than \$250 million in grants to incentivize cleanup and investment in disadvantaged areas of California. Round 2 of the ECRG is now open and City staff recommends authorizing the City to apply for a Site-Specific Investigation Grant to perform a Phase II ESA, supplemental work to evaluate different cleanup methods, and preparation of a cleanup plan.

The ECRG program requires an Owner Attestation Form (Attachment 1, Exhibit C) from the owner of record affirming that the REC's occurred prior to the owner acquiring the property, that the owner did not cause or contribute to the REC's, and that there is no conflict of interest. The ECRG program also requires a Site Access Agreement (Attachment 1, Exhibit D) allowing access to the Site for completing work covered by the grant. City staff is requesting authorization for the Chair to sign Owner Attestation Form and Site Access Agreement, and the City Manager to execute all other associated grant application documents.

### **Fiscal Impact:**

The cost of submitting the grant application is estimated to be approximately \$25,100, which consists of \$17,575 for the City's grant writing consultant (Blais and Associates) to prepare the application and \$7,525 in staff time reviewing and supporting the application process. These costs are budgeted for through Account No. 901072 (Property Abatement).

If the City is awarded an ECRG, staff will return to Council with recommendations for proceeding with a consultant contract to perform the required studies.

### **Alternatives:**

Do not authorize the requested signature authority and forego this opportunity to apply for grant funding to advance the cleanup of the Site.

**Recommendation:**

Adopt a Joint Resolution which takes the following actions:

- A. Authorizes the City of Yuba City to apply for an Equitable Community Revitalization Grant for the cleanup of Successor Agency-owned property located at 422 B Street (APN 52-380-019).
- B. Authorizes the Chair of the Successor Agency to sign an Owner Attestation Form and Site Access Agreement necessary for the grant application.
- C. Authorizes the City Manager of the City of Yuba City to execute all necessary grant application documents.

**Attachments:**

- 1. Resolution – Signature Authority – DTSC Grant Application for cleanup of Successor Agency-owned property (442 B Street) with Exhibits A-D

**Prepared By:**

Kevin Bradford  
Deputy Public Works Director – Engineering

**Submitted By:**

Diana Langley  
City Manager

## ATTACHMENT 1

RESOLUTION NO. \_\_\_\_\_

**JOINT RESOLUTION OF THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF YUBA CITY, AND THE CITY OF YUBA CITY, AUTHORIZING THE CITY OF YUBA CITY TO APPLY FOR AN EQUITABLE COMMUNITY REVITALIZATION GRANT FOR CLEANUP OF SUCCESSOR AGENCY-OWNED PROPERTY LOCATED AT 442 B STREET (APN 52-380-019), AUTHORIZING THE CHAIR TO SIGN AN OWNER ATTESTATION FORM AND SITE ACCESS AGREEMENT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL OTHER NECESSARY GRANT APPLICATION DOCUMENTS**

WHEREAS, in June 1994, the former Redevelopment Agency of the City of Yuba City acquired title to the vacant parcel located at 442 B Street (APN 52-380-019) (Site) (see Exhibit A); and

WHEREAS, in January 2012, the City Council elected to become the Successor Agency to the Redevelopment Agency of the City of Yuba City (Successor Agency); and

WHEREAS, in 2015, a Long Range Property Management Plan was prepared by Fraser & Associates and recommended the Site be sold for private development; and

WHEREAS, in November 2014, ownership of the Site was transferred by grant deed to the Successor Agency; and

WHEREAS, in August 2022, the Successor Agency declared the Site to be surplus land and directed the City Manager/Executive Director to follow procedures set forth in the Surplus Land Act for the sale of the property; and

WHEREAS, a Phase I Environmental Site Assessment (Phase I ESA) identified 16 recognized environmental conditions (REC's), of which 12 are considered to be high priority as they are considered more likely to have resulted in a release of hazardous substances or petroleum products to the Site (see Exhibit B); and

WHEREAS, there has been no interest from other parties related to acquiring the Site due to the REC's discovered during the Phase I ESA; and

WHEREAS, the Board of the Successor Agency and the City Council now desire to advance the cleanup of the Site to encourage acquisition and development to occur.

NOW, THEREFORE, the Board of Directors of the Successor Agency to the Redevelopment Agency of the City of Yuba City, and the City Council of the City of Yuba City, do hereby resolve as follows:

1. The above recitals are true and correct and incorporated herein by this reference.
2. The City of Yuba City is authorized to apply for an Equitable Community Revitalization Grant for cleanup of Successor Agency-owned property located at 442 B Street, Yuba City, CA (APN 52-380-019).
3. The Chair of the Successor Agency is authorized to sign the attached Owner Attestation Form (Exhibit C) and Site Access Agreement (Exhibit D) in their substantial form, subject to minor modifications to legal form approved by Successor Agency Counsel.

4. The City Manager of the City of Yuba City is directed and authorized to execute all necessary grant application documents for the Equitable Community Revitalization Grant.

The foregoing joint Resolution was duly and regularly introduced, passed, and adopted by the Board of Directors of the Successor Agency to the Redevelopment Agency of the City of Yuba City, and the City Council of the City of Yuba City, at a regular meeting thereof held on the 3<sup>rd</sup> day of October, 2023.

AYES:

NOES:

ABSENT:

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Wade Kirchner,  
Chair of Successor Agency and Mayor

ATTEST:

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Ciara Wakefield, Deputy City Clerk and  
Deputy Clerk of Successor Agency

APPROVED AS TO FORM:

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Shannon Chaffin, City Attorney and  
General Counsel for Successor Agency  
Aleshire & Wynder, LLP

Exhibit A – Location Map  
Exhibit B – Recognized Environmental Conditions  
Exhibit C – Owner Attestation Form  
Exhibit D – Site Access Agreement

## EXHIBIT A

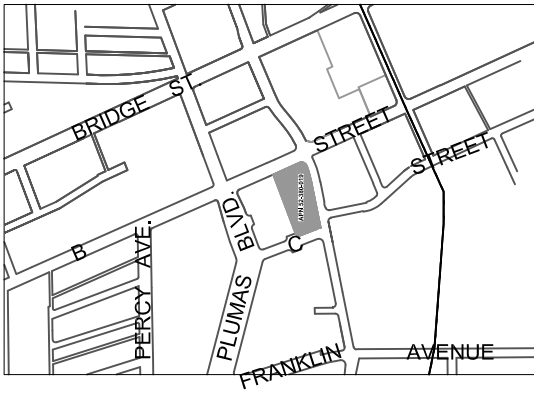
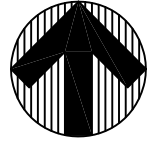
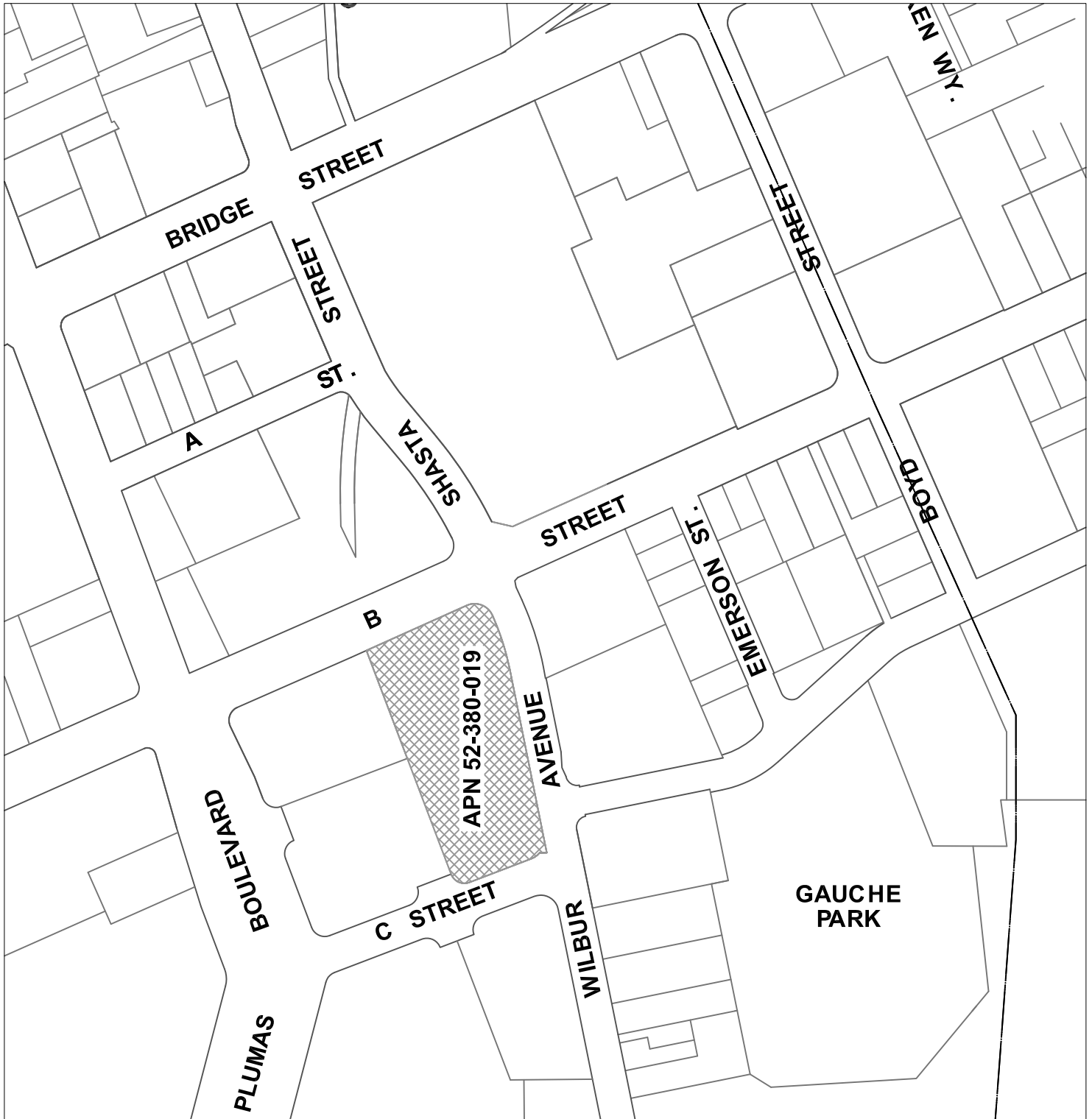


EXHIBIT A  
442 B STREET  
APN 52-380-019



SCALE: 1" = 250'



## EXHIBIT B





High Priority:

1. 55-Gallon Drum Storage Area
2. Soil Samples Collected by the Department of Health Services
3. Spray Chemical Warehouse
4. Covered Truck Parking and Loading Dock
5. Railroad Spur
6. Independent Electric Plant (IEP)
7. Rinsewater Collection Sump #1 and Dry Well
8. Shop and Chemical Cart
9. Concrete Drainage Area
10. Tank
11. Sun-Maid Raisin Packing Room
12. Soldering Room (1899 Sanborn)

Low Priority:

13. Rinse Water Collection Sump #2
14. IEP and 16,700-Gallon UST
15. Supply Well
16. Forge

ESRI, May 21, 2010

0 50 100 Feet

RECOGNIZED ENVIRONMENTAL CONDITIONS  
442 B Street  
Phase I Environmental Site Assessment  
Yuba City, California

By: dpv Date: 8/10/2010 Project No. 14910.005

**AMEC Geomatrix**

Figure **13**

File path: p:\project\14000\14910\yubacity\wilburavenue\13\_RECs.mxd

## EXHIBIT C



Yana Garcia  
Secretary for  
Environmental Protection



## Department of Toxic Substances Control

Meredith Williams, Ph.D., Director  
5796 Corporate Avenue  
Cypress, California 90630



Gavin Newsom  
Governor

### **ECRG Round 2 Owner Attestation Form**

*(Only required for Site-specific Investigation grants, when the Applicant is not the Owner)*

Owner agrees that the Owner has been informed and provided copies of the proposed reuse and oversight agreement activities and that the information provided to the Owner, to the best of their knowledge, is true and correct. Owner also agrees that the Owner and Applicant City of Yuba City have an access agreement in place for the two-year ECRG funding timeline.

I, \_\_\_\_\_, as the Owner or Owner's  
**authorized representative of the APN(s) 52-380-019**  
**attest and certify that to the best of my knowledge and belief that the information  
contained in this letter are true and complete and accurately describes my knowledge  
of the Site and ownership?**

1. *All releases or threatened releases of hazardous substances at the Site occurred before the Owner acquired ownership of the Site.*

**YES Initials** \_\_\_\_\_

2. *The Owner did not cause or contribute to any releases or threatened releases of hazardous substances at the Site.*

**YES Initials** \_\_\_\_\_

3. *The Owner is not affiliated with any person and/or entity potentially liable for the contamination at the Site. Affiliations include familial, contractual (does not include deeds or arrangements related to potential purchase), financial, or corporate relationships that are the result of a reorganization of a business entity with potential liability.*

**YES Initials** \_\_\_\_\_

4. *The Owner does not have an actual or potential conflict of interest with Department of Toxic Substances Control and will inform the Applicant if a conflict arises or becomes known.*

**YES Initials** \_\_\_\_\_

*If no for any above answer, please provide an explanation:* Not applicable.

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Date: \_\_\_\_\_

Owner or Authorized Representative Signature: \_\_\_\_\_

Print name: \_\_\_\_\_

Organization Name and Title: Successor Agency - Yuba City Council; Chairperson - Mayor

## EXHIBIT D

**Please place on Agency letter head.**

September 15, 2023

California Environmental Protection Agency  
Department of Toxic Substances Control  
1001 I Street  
Sacramento, CA 95812

**Subject: Yuba City DTSC ECRG – Site Access Agreement**

To Whom It May Concern:

As the owner of the property located at 442 B Street, please accept this letter as proof that the Successor Agency to the Redevelopment Agency of the City of Yuba City hereby grants full access to the City of Yuba City (City) to the 442 B Street property to perform any and all necessary Phase II Environmental Site Assessment tasks for the two-year grant period as required by the California Environmental protection Agency's Department of Toxic Substances Control for the Equitable Community Revitalization Grant.

Based on a 2011 California Supreme Court decision, all redevelopment agencies in California were dissolved as of February 1, 2012. As a result, all redevelopment agencies were required to transfer any assets and liabilities to "Successor Agencies" that would bring to a close the redevelopment agencies' business matters. On January 10, 2012, the City Council elected to become the Successor Agency to the Redevelopment Agency of the City of Yuba City (Successor Agency).

The proposed project is the next step to developing the property into a mixed-use, mixed-income development as envisioned by the City. In August 2010, a Phase I Environmental Site Assessment was prepared for the property. The Phase I Assessment indicated that there were sixteen recognized environmental conditions, including pesticide spillage and the presence of arsenic and lead in the surface soil. The site will need to be cleaned up before the property can be redeveloped.

As a City Council and Successor Agency member, I fully support the proposed Site-Specific Investigation B Street Property Phase II Environmental Site Assessment project and hope you will look favorably upon the submitted application.

Please call me at (530) 822-4601 if you have any further questions.

Sincerely,

Wade Kirchner  
Chair of Successor Agency

CITY OF YUBA CITY  
STAFF REPORT

**Date:** October 3, 2023  
**To:** Honorable Mayor & Members of the City Council;  
**From:** Administration Department  
**Presentation By:** Diana Langley, City Manager

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**Summary**

**Subject:** Successor Housing Agency to the Yuba City Redevelopment Agency Sale of 825 Jones Street to Harminder Singh Maan and Karmjit Kaur Maan

**Recommendation:** Adopt a Resolution authorizing the City Manager, as the Executive Director on behalf of the Board of Directors 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 \$290,000 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

**Fiscal Impact:** Sale Price - \$290,000  
Estimated Net Proceeds - \$267,000

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**Purpose:**

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

**Background:**

On November 15, 2022, the City Council as the Board of 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 Board of Directors of the Successor Housing Agency to the Yuba City Redevelopment 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 \$290,000. Based on the condition of the house and the current housing market, staff recommends that the City Council as the Board of Directors to the Successor Housing Agency to the Yuba City Redevelopment 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 to the Yuba City Redevelopment 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 \$290,000, the estimated net proceeds is \$267,000.

**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 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 \$290,000 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.

**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 \$290,000 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 \$290,000; 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 Board of Directors of the Successor Housing Agency to the Yuba City Redevelopment Agency does 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 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 \$290,000 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 foregoing Resolution of the Board of Directors of the Successor Housing Agency to the Yuba City Redevelopment Agency was duly introduced, passed and adopted at a regular meeting thereof held on the 3<sup>rd</sup> day of October, 2023.

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
Wade Kirchner, Chair of Successor Agency

ATTEST:

\_\_\_\_\_  
Ciara Wakefield, Deputy City Clerk of Successor Agency

APPROVED AS TO FORM  
COUNSEL FOR SUCCESSOR AGENCY

\_\_\_\_\_  
Shannon Chaffin  
Agency Counsel

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 3<sup>rd</sup> day of October, 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](mailto: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 Two Hundred Ninety-Thousand Dollars (\$290,000) ("**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 Two Thousand Nine Hundred Dollars (\$2,900) 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](http://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.

|                          |                                                                                                                                        |
|--------------------------|----------------------------------------------------------------------------------------------------------------------------------------|
| <b>To Seller:</b>        | City of Yuba City as Successor Agency<br>1201 Civic Center Boulevard<br>Yuba City, CA 95993<br>Attn: Diana Langley, Executive Director |
| <b>With a Copy to:</b>   | Aleshire & Wynder, LLP<br>2440 Tulare Street Suite 410<br>Fresno, CA 93721<br>Attn: Shannon Chaffin, Agency Counsel                    |
| <b>To Buyer:</b>         | Harminder Singh Maan &<br>Karmjit Kaur Maan<br><br>_____<br>_____                                                                      |
| <b>To Escrow Holder:</b> | Old Republic Title Company<br>855 Harter Parkway, Suite 130<br>Yuba City, CA 95993<br>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, 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

(Space Above This Line for Recorder's Office Use  
Only)

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

(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,  
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:** October 3, 2023  
**To:** Honorable Mayor & Members of the City Council;  
**From:** Community Services Department  
**Presentation By:** Ann Gillen, Community Services Director

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**Summary**

**Subject:** Certifying Need for CalPERS 180-Day Wait Period Exception for Robert Condrey to be appointed as – Passenger Bus Driver

**Recommendation:** Adopt a Resolution

A. Certifying the need for exception of the CalPERS 180-day wait period for Robert Condrey to be appointed as a passenger bus driver

B. Approving the employment agreement and appointing Robert Condrey as provided in the Resolution following approval by CalPERS

**Fiscal Impact:** The passenger bus driver's hourly rate of \$25.00 and for City Senior Center activities is programmed into the fee of the program that requires transportation.

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**Purpose:**

To approve a resolution certifying the need for a passenger bus driver employment agreement necessary to permit Robert Condrey's employment as a retired annuitant from the generally-required CalPERS 180-day wait period.

**Council's Strategic Goal:**

Business Friendly

**Background:**

Robert Condrey, Parks and Grounds Superintendent, is retiring October 13, 2023. In addition to other duties, Mr. Condrey has served as passenger bus driver over the course of many years. Specifically, Mr. Condrey has driven senior center participants on a variety of different field trips throughout the region.

Throughout California, there is shortage of passenger bus drivers. This shortage of passenger bus drivers has a local impact as without qualified drivers, the City would be unable to provide senior field trips. Additionally, the current City passenger bus has air brakes for parking which require the driver to

possess at a minimum a Class B with passenger endorsement. Senior field trips may have to be cancelled if there isn't staff in possession of a Class A or B license along with a passenger endorsement.

CalPERS' typical requirements for employment of retired annuitants, who are of normal age on their retirement date, is a 180-day wait period before the annuitant can be employed as an annuitant. One of the exceptions to the 180-day wait period is an employer resolution certification of critical need to appoint the annuitant in less than 180 days following retirement. The governing board of the public agency then presents CalPERS with a resolution, passed in a public meeting that makes such certification and approves the appointment. Additionally, the resolution must not be placed on the consent calendar and must include a copy of the retiree's employment agreement.

### **Analysis:**

In order to provide current and future trips for the Yuba City Senior Center, as well as other City activities and functions, the Community Services Department has prepared the required CalPERS resolution and retired annuitant employment agreement for Mr. Condrey to be appointed as temporary, limited term passenger bus driver in mid-October. If these CalPERS required documents are approved by City Council, Staff will submit them to CalPERS prior to Mr. Condrey beginning work as a retired annuitant with the City in this limited term, extra-help capacity.

### **Fiscal Impact:**

The passenger bus driver's hourly rate of \$25.00 and for City Senior Center activities is programmed into the fee of the program that requires transportation.

### **Alternatives:**

1. Do not approve the CalPERS 180-day wait period exception resolution resulting in Senior Center activities and functions being cancelled.
2. Provide City staff direction.

### **Recommendation:**

Adopt a Resolution

A. Certifying the need for exception of the CalPERS 180-day wait period for Robert Condrey to be appointed as a passenger bus driver

B. Approving the employment agreement and appointing Robert Condrey as provided in the Resolution following approval by CalPERS

### **Attachments:**

1. Robert Condrey Extra Help Annuitant Agreement
2. CalPERS Resolution

### **Prepared By:**

Ann Gillen  
Community Services Director

### **Submitted By:**

Diana Langley  
City Manager

# ATTACHMENT 1

## **AGREEMENT FOR TEMPORARY LIMITED-TERM “EXTRA-HELP” EMPLOYMENT**

THIS Agreement for temporary, limited term “extra help” employment is by and between the City of Yuba City (“City”) and Robert Condrey (“Employee”) (collectively the “Parties”). It is effective on the latest date of signature below.

**WHEREAS**, the City has a critical need for an employee to provide needed specialized skills related to necessary public services in the area of being able to drive the bus to transport passengers;

**WHEREAS**, Employee possesses the necessary specialized skills, and is competent and qualified to perform the services required by this Agreement; and

**WHEREAS**, this Agreement is in accordance with California Government Code Section 21224.

**NOW THEREFORE**, in consideration of the mutual covenants contain herein, the Parties agree as follows:

1. Scope of Services: Pursuant to this Agreement, Employee shall temporarily perform critically needed specialized skills related to Temporary Worker “Extra Help” as set forth in Exhibit A. Employee shall perform said duties under the direct supervision of the Community Services Department Director. Employee represents that Employee is properly trained and certified to perform the duties required under this Agreement. Employee further represents that Employee will maintain, at Employee’s expense and on Employee’s own time, all required licenses and certification as a condition of this part-time employment.

2. Time of Performance: The services of Employee shall commence on October 13, 2023, and shall continue until June 30, 2024 unless terminated sooner by either Party.

3. Compensation: Employee shall be compensated as follows:

- (a) Hourly Rate of Pay: Employee shall be paid at the rate of \$25.00 per hour (the “Hourly Rate”). The City has determined that this hourly rate is neither less than the minimum, nor more than the maximum, hourly rate paid to other employees performing comparable duties as listed on City’s publicly available pay schedule, reflected as an hourly rate by dividing the monthly base pay by 173.333. Payments will be made on regularly scheduled City payroll dates. Employee will be responsible for keeping track of Employee’s hours worked on a daily time sheet form, provided by the City and submitted to the Community Services Director or designee for approval and payroll purposes. Employee understands and agrees that Employee is not, and will not be,

eligible to receive any compensation other than this specified hourly rate of pay.

- (b) Hours per Week: This employment is for part-time work and, generally, will not exceed 40 hours per week. The City will assign Employee specific hours to work, and under no circumstances may Employee work in excess of 40 hours per week without the express prior permission of the Community Services Department Director.
- (c) Payment for Work Done in Excess of 40 Hours Per Week: The temporary position under this Agreement is not exempt from FLSA overtime pay requirements. The Employee shall be paid at one and one-half times the regular rate of pay for any time worked in excess of 40 hours per week.
- (d) Work less than 960 hours per year: Employee is allowed to work a cumulative maximum of 960 hours per fiscal year for any CalPERS agencies. Provided that Employee has not exceeded this maximum annual amount, it is anticipated that Employee will be assigned approximately 30 hours per month, although this may change with operational needs. The City retains the right to reduce, change, or amend the number of hours worked consistent with the City's workload and other needs. If Employee's annual hours are approaching 960, then the City retains the right to summarily suspend Employee's duties under this Agreement and to reassign any scheduled hours, as needed, to ensure that Employee does not exceed the maximum hours allowed by this Agreement.

4. Employment Status as Fixed-Term/"Extra-Help" Employee: The parties agree that Employee has specialized skills needed in performing work of limited duration. In the performance of the work and services agreed to be performed, Employee is not filling a vacant, regular position with City, but rather Employee shall act as and be a temporary, fixed-term, "Extra-Help" employee to address a special need and circumstance.

- (a) Time of Retirement. Employee retired effective October 13, 2023 in the CalPERS system. Because he possesses specialized skills related to necessary public services, the City Council has certified the need for Employee's appointment before 180 days has passed following his retirement.
- (b) Benefits: Employee understands and agrees that Employee is not, and will not be, eligible to receive any benefits from the City, including any City group plan for hospital, surgical, or medical insurance, any City retirement program, or any paid holidays, vacation, sick leave, or other leave, with or without pay, or any other job benefits available to an employee in the regular service of



the City, except for Worker's Compensation Insurance coverage. City will enroll Employee in CalPERS solely for administrative recordkeeping purposes (Employee will remain in retired status) and will report both Employee's hours and pay pursuant to this Agreement.

- (c) No Membership in Bargaining Unit: Employee understands that Employee is not a member of any bargaining unit and is not covered by the terms of any Memorandum of Understanding with any represented or unrepresented group of City employees.
- (d) No Property Right in Employment: Employee understands and agrees that the terms of this employment are governed only by this Agreement and that no right of regular employment for any specific term is created by this Agreement. Employee further understands that Employee acquires no property interest in this employment by virtue of this Agreement, that the employment is "at will" as defined by the laws of the State of California (meaning that Employee can be terminated at any time for any reason or for no reason), and that Employee is not entitled to any pre- or post-deprivation administrative hearing or other due process upon termination or any disciplinary action.
- (e) Employment of a Retiree: Employee understands that CalPERS retired annuitants may be employed by a CalPERS public agency employer, by temporary appointment for a limited duration to a position not to exceed 960 hours in any fiscal year for all such employers; either (1) during an emergency to prevent stoppage of public business or (2) because the retired employee has skills needed in performing the work of limited duration. **In the event Employee is providing service to any other CalPERS public agency employer during the term of this Agreement, Employee must immediately notify the City of such other CalPERS agency employment and disclose on a periodic basis the number of hours Employee is performing for that other public agency to ensure that the maximum number of hours is not exceeded.** Employee expressly agrees that Employee shall be solely responsible for any costs or liabilities of either party resulting from Employee's failure to disclose such other CalPERS agency employment and shall indemnify and hold City harmless from any such costs and liabilities.
- (f) No Recent Unemployment Payments to Retiree. Retiree specifically warrants and represents that Employee has not received unemployment insurance payments in the prior 12-month period arising from work performed as a retiree for any public employer.

5. Termination: Either Party may terminate this Agreement without cause upon written notice.

6. Ownership of Work: All documents furnished to Employee by the City and all reports and supportive data prepared by Employee under this Agreement are City property and shall be given to City at the completion of Employee's services.

7. Notices: Any notice given under this Agreement shall be in writing and deemed given when personally delivered or deposited in the mail (certified or registered) addressed to the Parties as follows:

|                                                                                                                                      |                                       |
|--------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|
| <u>City of Yuba City</u><br><br>Diana Langley<br>City Manager<br>City of Yuba City<br>1201 Civic Center Blvd.<br>Yuba City, CA 95993 | <u>EMPLOYEE</u><br><br>Robert Condrey |
|--------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|

8. Non-Assignment of Agreement: This Agreement is intended to secure the individual services of the Employee and is not assignable or transferable by Employee to any third party.

9. Governing Law/Venue: This Agreement shall be interpreted according to the laws of the State of California. Venue for any action or proceeding regarding this contract shall be in Sutter County.

10. Enforceability: If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

11. Conflict of Interest: Employee agrees that during the term of this Agreement, Employee will not maintain any financial interest or engage in any other contract employment, occupation, work, endeavor or association, whether compensated for or not, that would in any way conflict with, or impair Employee's ability to perform the duties described in this Agreement. Any work performed for the City outside the terms of this Agreement must be approved in advance in writing by the City Manager. Employee agrees to disclose whether Employee is performing work for any other CalPERS public agency employer as required by this Agreement.

12. Entire Agreement and Modification: This Agreement constitutes the entire understanding of the Parties hereto. This Agreement supersedes any previous

contracts, agreements, negotiations or understandings, whether written or oral, between the Parties. Employee shall be entitled to no other compensation or benefits than those specified herein, and Employee acknowledges that no representation, inducements or promises not contained in this Agreement have been made to Employee to induce Employee to enter into this Agreement. No changes, amendments, or alterations hereto shall be effective unless in writing and signed by both Parties. Employee understands that no oral modification of this Agreement made by any officer, agent, or employee of the City is effective. Employee specifically acknowledges that in entering into and executing this Agreement, Employee relies solely upon the provisions contained herein and no others.

13. Support Services and Equipment: Employee shall be provided work space and the necessary tools and equipment during assigned working hours, sufficient to fulfill obligations under this Agreement, as determined by the City Manager, at no cost to Employee.

14. Reimbursement for Necessary and Approved Work Expenses: Employee shall be reimbursed by City in accordance with standard City policy for all properly pre-authorized and necessary travel or other expenditures undertaken by Employee in performance of services pursuant to this Agreement. Employee shall document and claim said reimbursement in the manner and forms required by the City. Other than as specifically provided herein, Employee shall receive no other compensation or reimbursements for expenses incurred in performance of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first written above.

**CITY OF YUBA CITY:**

**EMPLOYEE**

By: \_\_\_\_\_

Diana Langley  
City Manager

By: \_\_\_\_\_

Robert Condrey

## **EXHIBIT A**

The temporary, limited term employment under this Agreement is for performance of the following duties and scope of work:

1. Bus driving to transport passengers for City activities and functions.

## ATTACHMENT 2

**RESOLUTION NO. \_\_\_\_**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY  
APPROVING THE EXCEPTION OF THE CALPERS 180-DAY WAIT PERIOD FOR  
CALPERS ANNUITANT**

WHEREAS, in compliance with Government (Gov.) Code section 7522.56 of the Public Employees' Retirement Law, the City Council of the City of Yuba City must provide CalPERS this certification resolution when hiring a retiree before 180 days has passed since their retirement date; and

WHEREAS, Robert Condrey, "Condrey" (CalPERS ID 7030368412) is retiring from the City of Yuba City in the position of Parks and Grounds Superintendent effective (CalPERS retirement date October 13, 2023); and

WHEREAS, Gov. Code Section 7522.56 requires that post-retirement employment commence no earlier than 180 days after the retirement date, which (date of 181<sup>st</sup> day after retirement) without this certification; and

WHEREAS, Gov. Code Section 7522.56 provides that this exception to the 180-day wait period shall not apply if the retiree accepts any retirement-related incentive; and

WHEREAS, the City Council, the City of Yuba City and Condrey certify that Condrey has not and will not receive a Golden Handshake or any other retirement-related incentive; and

WHEREAS, the City Council hereby appoints Condrey as an extra help retired annuitant to perform the duties of a passenger bus driver for the City of Yuba City under Gov. Code section 21224 effective October 13, 2023 or as soon thereafter as the City receives CalPERS approval; and

WHEREAS, the entire employment agreement, contract or appointment document between Condrey and the City of Yuba City has been reviewed by this body and is attached herein; and

WHEREAS, no matters, issues, terms or conditions related to this employment and appointment have been or will be placed on a consent calendar; and

WHEREAS, the employment shall be limited to 960 hours per fiscal year for all CalPERS employers; and

WHEREAS, the compensation paid to retirees cannot be less than the minimum nor exceed the maximum monthly base salary paid to other employees performing comparable duties, divided by 173.333 to equal the hourly rate; and

WHEREAS, the compensation paid to retirees cannot be less than the minimum nor exceed the maximum monthly base salary paid to other employees performing comparable duties, divided by 173.333 to equal the hourly rate; and

WHEREAS, the hourly rate paid to Condrey will be \$25.00; and

WHEREAS, Condrey has not and will not receive any other benefit, incentive, compensation in lieu of benefit or other form of compensation in addition this hourly pay rate; and

THEREFORE, BE IT RESOLVED THAT the City Council hereby certifies the nature of the appointment of Condrey as described herein and detailed in the attached employment agreement/contract/ appointment document and that this appointment is necessary to fill the critically needed position of passenger bus driver for the City of Yuba City by October 13, 2023, or as soon thereafter as possible, because of Condrey's specialized skills (bus driving with passengers).

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 3rd day of October, 2023.

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
Wade Kirchner, Mayor

Attest:

\_\_\_\_\_  
Ciara Wakefield, Deputy City Clerk

Approved as to form:

\_\_\_\_\_  
Stacey Sheston  
BB&K, Special Counsel

CITY OF YUBA CITY  
STAFF REPORT

**Date:** October 3, 2023  
**To:** Honorable Mayor & Members of the City Council;  
**From:** Finance/IT Department  
**Presentation By:** Spencer Morrison, Finance Director

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**Summary**

**Subject:** Heavy Equipment Lease Financing  
**Recommendation:** Adopt a Resolution awarding a contract for lease purchase financing services to JPMorgan Chase Bank, N.A., to finance the purchase of two dump trucks and an all-terrain fire engine through a Master Lease Agreement for a \$1,000,000 line of credit  
**Fiscal Impact:** Purchase cost to the City is \$397,099.22 for the purchase and equipping of two dump truck vehicles, an estimated \$515,000 for the purchase and equipping of the all-terrain fire vehicle, an estimated \$20,000 for cost of issuance, and \$228,000 in total interest costs over the next 10 years on the amount borrowed to purchase the vehicles.

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**Purpose:**

Use lease financing to purchase two dump trucks and an all-terrain fire vehicle.

**Council's Strategic Goal:**

This item addresses the City Council strategic goal of fiscal responsibility.

**Background:**

The City continues to update its fleet to replace aging vehicles and ensure compliance with changing regulations. In 2021, the City financed two fire engines, a sewer Vac-Con truck, a 12-yard dump truck, a street sweeper, and a backhoe loader through a 10-year equipment lease purchase financing. Prior to 2021, the City had purchased vehicles using cash, but starting in 2021, the City implemented a financing strategy for some vehicles to tie the cost of those vehicles to their useful lives and also to ease the near-term burden on the contributing funds.

City staff are proposing to finance the acquisition of two dump truck vehicles and an all-terrain fire vehicle. The City Council authorized the purchase of the vehicles as part of the approval of the 2023-24 Operating Budget.

City staff have received a quote from PB Loader Corporation for a total net price of \$388,796.45 for the purchase of two dump truck vehicles. The quote reflects the benefit of Sourcewell pricing, a



government purchasing consortium. Delivery time for the trucks is approximately 240-280 days after the order is placed.

City staff estimate that the total cost of the all-terrain fire vehicle (including post-production equipping of the vehicle) will be approximately \$515,000. The City does not have a quote at this time, but recognizes that the benefits of locking in a competitive financing rate and the economies of scale from including financing for the fire truck along with the financing for the two dump truck vehicles.

### **Analysis:**

Staff reached out to the City's municipal advisors, NHA Advisors, LLC of San Rafael, California (NHA) to assist in a competitive bidding process for the equipment lease financing. NHA prepared a bid packet, sent it out to seventeen banks, and received nine bids ranging from 3.99% to 8.99%. Upon review of the bids, NHA determined that JPMorgan Chase Bank N.A. ("JPMorgan") had the most competitive bid, since their bid identified a locked, fixed 3.99% interest rate and no add-on bank financing costs. Their bid is attached to this agenda item.

JPMorgan's 3.99% bid is based on the City utilizing a make-whole call option for the financing. This make-whole call option means that if the City elects to pre-pay the equipment lease financing, the prepayment price is a function of both the remaining outstanding lease payments and the market interest rates as of the time of prepayment. Typically, an issuer will utilize a make-whole call provision when the issuer desires to preserve the option to prepay a financial obligation, but also recognizes that it is unlikely that they refund that obligation for savings in the future. Given the size of this lease (\$1 million), the short, 10-year term, and the City's historic practice of letting these equipment leases remain for their full term, City staff and their municipal advisor believe that the benefits of securing a lower interest rate outweigh the potential costs associated with a make-whole call.

In addition to JPMorgan's bid, other documents included with this agenda item are the Master Lease Agreement, the 2023 Lease Schedule and the Escrow Agreement. These documents are summarized in the following bullet points:

- **Good Faith Estimates** – these are required under California Government Code Section 5852.1 and provide a point-in-time estimate of the costs of the 10-year financing. Because the City's interest rate is locked, and fixed through maturity, it is likely that these point-in-time estimates will also be the final amounts paid.
- **Authorizing Resolution** – empowers City staff to enter into the equipment lease with JPMorgan for the purchase of the vehicles, provided the lease terms comply with the not-to-exceed amounts identified in the resolution.
- **Master Lease Agreement ("MLA")** – Outlines the general provisions of the agreement between JPMorgan and the City for the current \$1 million Lease Schedule and for any future additional lease schedules. Since the MLA is intended to apply to multiple Lease Schedules, the provisions contained in the MLA are not equipment specific.
- **Lease Schedule ("2023 Lease Schedule")** – contains the details specific to the current \$1 million 2023 Lease Schedule and describes the equipment being financed, including the interest rate, repayment terms, prepayment terms, and other affirmations of the City.
- **Escrow Agreement** – outlines the relationship between the City, JPMorgan, and TMI Trust Company ("Escrow Agent") for the 2023 Lease Schedule. This document outlines the role of the Escrow Agent, the terms under which the Escrow Agent will administer the escrow account, investment guidelines for funds in the escrow, and the process by which escrow funds will be disbursed to the City or to vendors to pay for the vehicles.

### **Fiscal Impact:**

The City plans to use the 2023 Lease Schedule to finance the acquisition of two dump trucks and one all-terrain fire vehicle. The total amount borrowed will be \$1 million, which will pay for the \$397,099.22 cost of the two dump trucks, an estimated \$515,000 for the fire vehicle, and an estimated \$20,000 cost of issuance. The remainder under the \$1 million authorization will serve as contingency in the event that costs come in higher than anticipated. Because the City is financing these costs, the City will not be paying them upfront. Rather, during the 10-year term of the lease, the City will pay approximately \$121,260 each fiscal year through FY 2033-34 (final payment September 1, 2033). During the 10-year term of the 2023 Lease Schedule, the total interest paid by the City will be approximately \$228,000.

**Alternatives:**

City Council may direct staff to:

1. not purchase these vehicles;
2. rely on cash-on-hand to make the purchase; or
3. seek new proposals through a different proposal process.

**Recommendation:**

Adopt a Resolution awarding a contract for lease purchase financing services to JPMorgan Chase Bank, N.A., to finance the purchase of two dump trucks and an all-terrain fire engine through a Master Lease Agreement for a \$1,000,000 line of credit.

**Attachments:**

1. Authorizing Resolution
2. Master Lease Agreement
3. Lease Schedule
4. Escrow Agreement
5. JPMorgan Bid
6. Good Faith Estimates

**Prepared By:**

Spencer Morrison  
Finance Director

**Submitted By:**

Diana Langley  
City Manager

# ATTACHMENT 1

RESOLUTION NO. 23-\_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY, CALIFORNIA, AUTHORIZING THE EXECUTION AND DELIVERY OF A LEASE-PURCHASE AGREEMENT FOR THE ACQUISITION, FINANCING AND LEASING OF CERTAIN EQUIPMENT FOR THE PUBLIC BENEFIT WITHIN THE TERMS HEREIN PROVIDED; AUTHORIZING THE EXECUTION AND DELIVERY OF OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION.**

WHEREAS, the City of Yuba City, California (the "*Lessee*" or the "*City*"), is a political subdivision of the State of California (the "*State*") and is duly organized and existing pursuant to the constitution and laws of the State; and

WHEREAS, the City is authorized to acquire, dispose of and encumber real and personal property, including, without limitation, rights and interests in property, leases and easements necessary to the functions or operations of the City; and

WHEREAS, the City Council of the Lessee (the "*Council*") has determined that a need exists for the acquisition, financing and leasing of certain equipment consisting of (i) two dump trucks, (ii) an all-terrain emergency fire vehicle, and (iii) any related equipment and accessories, including similar vehicles and equipment as approved by an Authorized Representative (as defined herein), all of which constitutes personal property necessary for the Lessee to perform essential governmental functions (collectively, the "*Equipment*") on the terms herein provided; and

WHEREAS, the Council hereby finds and determines that the execution of one or more lease-purchase agreements ("*Equipment Leases*") in the principal amount not exceeding \$1,000,000 ("*Principal Amount*") for the purpose of acquiring the Equipment generally described above and to be described more specifically in the Equipment Leases is appropriate and necessary to the functions and operations of the Lessee; and

WHEREAS, JPMorgan Chase Bank, N.A. ("*Lessor*") is expected to act as the lessor under the Equipment Leases; and

WHEREAS, the Lessee may pay certain capital expenditures in connection with the Property prior to its receipt of proceeds of the Equipment Leases ("*Lease Purchase Proceeds*") for such expenditures and such expenditures are not expected to exceed the Principal Amount.

WHEREAS, the U.S. Treasury Department regulations do not allow the proceeds of a tax-exempt borrowing to be spent on working capital and the Lessee shall hereby declare its official intent to

be reimbursed for any capital expenditures for Equipment from the Lease Purchase Proceeds; and

WHEREAS, the Equipment Leases being considered herein comply with the provisions of the City's Debt Management Policy, which policy was adopted to ensure compliance with California Government Code Section 8855(i) and to establish procedures for the issuance and management of debt obligations.

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

*Section 1. Approval of Documents.* The form, terms and provisions of the Equipment Leases are hereby approved in substantially the forms presented at this meeting, with such insertions, omissions and changes as shall be approved by the Authorized Representatives (as defined herein) executing the same, the execution of such documents being conclusive evidence of such approval.

*Section 2. Authorized Representatives.* Either the City Manager or the Finance Director/City Treasurer (each an "Authorized Representative") acting on behalf of the Lessee is hereby authorized to negotiate, enter into, execute, and deliver one or more Equipment Leases in substantially the form set forth in the document presently before the Governing Body, which document is available for public inspection at the office of the Lessee. Each Authorized Representative acting on behalf of the Lessee is hereby authorized to negotiate, enter into, execute, and deliver such other documents relating to the Equipment Lease (including, but not limited to, escrow agreements) as the Authorized Representative deems necessary and appropriate. All other related contracts and agreements necessary and incidental to the Equipment Leases are hereby authorized. By a written instrument signed by any Authorized Representative, said Authorized Representative may designate specifically identified officers or employees of the Lessee to execute and deliver agreements and documents relating to the Equipment Leases on behalf of the Lessee.

*Section 3. Not To Exceed Amounts.* The Authorized Officials may sign and deliver Leases to the Lessor on behalf of the Lessee pursuant to the Agreement on such terms and conditions as they shall determine are in the best interests of the Lessee up to the maximum aggregate principal component, maximum term and maximum interest rate provided herein: (a) the aggregate principal component of the Equipment Leases shall not exceed \$1,000,000; (b) the maximum term of any Equipment Leases shall not exceed eleven (11) years; and (c) the maximum interest rate used to determine the interest component of any Equipment Leases shall not exceed 4.25% per annum.

*Section 4. Annual Appropriations.* The Lessee's obligations under the Equipment Leases shall be subject to annual appropriation or renewal by the Governing Body as set forth in each Equipment Lease and the Lessee's obligations under the Equipment Leases shall not constitute a general obligations of the Lessee or indebtedness under the Constitution or laws of the State.

*Section 5. Reimbursement.* The Governing Body of Lessee anticipates that the Lessee may pay certain capital expenditures in connection with the Property prior to the receipt of the Lease Purchase Proceeds for the Property. The Governing Body of Lessee hereby declares the Lessee's official intent to use the Lease Purchase Proceeds to reimburse itself for Property expenditures. This section of the Resolution is adopted by the Governing Body of Lessee for the purpose of establishing compliance with the requirements of Section 1.150-2 of Treasury Regulations. This section of the Resolution does not bind the Lessee to make any expenditure, incur any indebtedness, or proceed with the purchase of the Property.

*Section 6. Bank Qualification.* As to each Equipment Lease, Lessee hereby designates each Equipment Lease as a "qualified tax-exempt obligation" for the purposes of and within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended ("Code") and Lessee reasonably anticipates that the total amount of Section 265 Tax-Exempt Obligations to be issued during the current calendar year by Lessee, or by an entity controlled by Lessee or by another entity the proceeds of which are loaned to or allocated to Lessee for purposes of Section 265(b) of the Code will not exceed \$10,000,000. "Section 265 Tax-Exempt Obligations" are obligations the interest on which is excludable from gross income of the owners thereof under Section 103 of the Code, except for private activity bonds other than qualified 501(c)(3) bonds, both as defined in Section 141 of the Code.

*Section 7. Severability.* If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

*Section 8. Government Code Section 5852.1 Transparency.* The City's municipal advisor has provided good faith estimates pursuant to Government Code Section 5852.1, which estimates are part of the Staff Report for this matter

*Section 9. Repealer.* All bylaws, orders and resolutions or parts thereof, inconsistent herewith, are hereby repealed to the extent only of such inconsistency with respect to this Resolution. This repealer shall not be construed as reviving any bylaw, order, resolution or ordinance or part thereof.

*Section 10. Effective Date.* This Resolution shall take effect immediately upon its adoption and approval.

*[Remainder of page intentionally left blank]*

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 3<sup>rd</sup> day of October, 2023.

AYES:

NOES:

ABSENT:

RECUSED:

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Wade Kirchner, Mayor

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Ciara Wakefield, Deputy City Clerk

Approved as to form  
Counsel for Yuba City:

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Shannon Chaffin, Esq.,  
Aleshire & Wynder, LLP

## ATTACHMENT 2



## MASTER LEASE-PURCHASE AGREEMENT

**Dated As of: OCTOBER 13, 2023**

**Lessee: CITY OF YUBA CITY**

This Master Lease-Purchase Agreement together with all addenda, riders and attachments hereto, as the same may from time to time be amended, modified or supplemented ("Master Lease") is made and entered by and between **JPMORGAN CHASE BANK, N.A.** ("Lessor") and the lessee identified above ("Lessee").

**1. LEASE OF EQUIPMENT.** Subject to the terms and conditions of this Master Lease, Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor, all Equipment described in each Schedule signed from time to time by Lessee and Lessor.

**2. CERTAIN DEFINITIONS.** All terms defined in the Lease are equally applicable to both the singular and plural form of such terms. (a) "Schedule" means each Lease Schedule signed and delivered by Lessee and Lessor, together with all addenda, riders, attachments, certificates and exhibits thereto, as the same may from time to time be amended, modified or supplemented. Lessee and Lessor agree that each Schedule (except as expressly provided in said Schedule) incorporates by reference all of the terms and conditions of the Master Lease. (b) "Lease" means any one Schedule and this Master Lease as incorporated into said Schedule. (c) "Equipment" means the property described in each Schedule, together with all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto. (d) "Lien" means any security interest, lien, mortgage, pledge, encumbrance, judgment, execution, attachment, warrant, writ, levy, other judicial process or claim of any nature whatsoever by or of any person. (e) "Termination Value" has the meaning assigned to such term in the applicable Payment Schedule.

**3. LEASE TERM.** The term of the lease of the Equipment described in each Lease ("Lease Term") commences on the first date any of such Equipment is accepted by Lessee pursuant to Section 5 hereof or on the date specified in the Schedule for such Lease and, unless earlier terminated as expressly provided in the Lease, continues until Lessee's payment and performance in full of all of Lessee's obligations under the Lease.

### **4. RENT PAYMENTS.**

4.1 For each Lease, Lessee agrees to pay to Lessor the rent payments (the "Rent Payments") in the amounts and at the times as set forth in the Payment Schedule attached to the Schedule (the "Payment Schedule"). A portion of each Rent Payment is paid as and represents the payment of interest as set forth in the Payment Schedule. Lessee acknowledges that its obligation to pay Rent Payments including interest therein accrues as of the Accrual Date stated in the Schedule or its Payment Schedule; provided, that no Rent Payment is due until Lessee accepts the Equipment under the Lease or the parties execute an escrow agreement. Rent Payments will be payable for the Lease Term in U.S. dollars, without notice or demand at the office of Lessor (or such other place as Lessor may designate from time to time in writing).

4.2 If Lessor receives any payment from Lessee later than ten (10) days from the due date, Lessee shall pay Lessor on demand as a late charge five per cent (5%) of such overdue amount, limited, however, to the maximum amount allowed by law.

4.3 EXCEPT AS SPECIFICALLY PROVIDED IN SECTION 6, THE OBLIGATION TO PAY RENT PAYMENTS UNDER EACH LEASE SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS AND SHALL NOT BE SUBJECT TO ANY SETOFF, DEFENSE, COUNTERCLAIM, ABATEMENT OR RECOUPMENT FOR ANY REASON WHATSOEVER.

### **5. DELIVERY; ACCEPTANCE; FUNDING CONDITIONS.**

5.1 Lessee shall arrange for the transportation, delivery and installation of all Equipment to the location specified in the Schedule ("Location") by Equipment suppliers ("Suppliers") selected by Lessee. Lessee shall pay all costs related thereto.

5.2 Lessee shall accept Equipment as soon as it has been delivered and is operational. Lessee shall evidence its acceptance of any Equipment by signing and delivering to Lessor the applicable Schedule. If Lessee signs and delivers a Schedule and if all Funding Conditions have been satisfied in full, then Lessor will pay or cause to be paid the costs of such Equipment as stated in the Schedule ("Purchase Price") to the applicable Supplier.

5.3 Lessor shall have no obligation to pay any Purchase Price unless all reasonable conditions established by Lessor ("Funding Conditions") have been satisfied, including, without limitation, the following: (a) Lessee has signed and delivered the Schedule and its Payment Schedule; (b) no Event of Default shall have occurred and be continuing; (c) no material adverse change shall have occurred in the Internal Revenue Code of 1986, as amended, and the related regulations and rulings thereunder

(collectively, the "Code"); (d) no material adverse change shall have occurred in the financial condition of Lessee or any Supplier; (e) the Equipment is reasonably satisfactory to Lessor and is free and clear of any Liens (except Lessor's Liens); (f) all representations of Lessee in the Lease remain true, accurate and complete; and (g) Lessor has received all of the following documents, which shall be reasonably satisfactory, in form and substance, to Lessor: (1) evidence of insurance coverage required by the Lease; (2) an opinion of Lessee's counsel; (3) reasonably detailed invoices for the Equipment; (4) Uniform Commercial Code (UCC) financing statements; (5) copies of resolutions by Lessee's governing body authorizing the Lease and incumbency certificates for the person(s) who will sign the Lease; (6) such documents and certificates relating to the tax-exempt interest payable under the Lease (including, without limitation, IRS Form 8038G or 8038GC) as Lessor may request; and (7) such other documents and information previously identified by Lessor or otherwise reasonably requested by Lessor.

## **6. TERMINATION FOR GOVERNMENTAL NON-APPROPRIATIONS.**

6.1 For each Lease, Lessee represents and warrants: that it has appropriated and budgeted the necessary funds to make all Rent Payments required pursuant to such Lease for the remainder of the fiscal year in which the Lease Term commences; and that it currently intends to make Rent Payments for the full Lease Term as scheduled in the applicable Payment Schedule if funds are appropriated for the Rent Payments in each succeeding fiscal year by its governing body. Without contractually committing itself to do so, Lessee reasonably believes that moneys in an amount sufficient to make all Rent Payments can and will lawfully be appropriated therefor. Lessee directs the person in charge of its budget requests to include the Rent Payments payable during each fiscal year in the budget request presented to Lessee's governing body for such fiscal year; provided, that Lessee's governing body retains authority to approve or reject any such budget request. All Rent Payments shall be payable out of the general funds of Lessee or out of other funds legally appropriated therefor. Lessor agrees that no Lease will be a general obligation of Lessee and no Lease shall constitute a pledge of either the full faith and credit of Lessee or the taxing power of Lessee.

6.2 If Lessee's governing body fails to appropriate sufficient funds in any fiscal year for Rent Payments or other payments due under a Lease and if other funds are not legally appropriated for such payments, then a "Non-Appropriation Event" shall be deemed to have occurred. If a Non-Appropriation Event occurs, then: (a) Lessee shall give Lessor immediate notice of such Non-Appropriation Event and provide written evidence of such failure by Lessee's governing body; (b) on the Return Date, Lessee shall return to Lessor all, but not less than all, of the Equipment covered by the affected Lease, at Lessee's sole expense, in accordance with Section 21 hereof; and (c) the affected Lease shall terminate on the Return Date without penalty to Lessee, provided, that Lessee shall pay all Rent Payments and other amounts payable under the affected Lease for which funds have been appropriated, provided further, that Lessee shall pay month-to-month rent at the rate set forth in the affected Lease for each month or part thereof that Lessee fails to return the Equipment under this Section 6.2. "Return Date" means the last day of the fiscal year for which appropriations were made for the Rent Payments due under a Lease.

**7. LIMITATION ON WARRANTIES. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, AS TO THE MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY OF THE EQUIPMENT OR AS TO THE VALUE, DESIGN, CONDITION, USE, CAPACITY OR DURABILITY OF ANY OF THE EQUIPMENT.** For and during the Lease Term, Lessor hereby assigns to Lessee any manufacturer's or Supplier's product warranties, express or implied, applicable to any Equipment and Lessor authorizes Lessee to obtain the customary services furnished in connection with such warranties at Lessee's sole expense. Lessee agrees that (a) all Equipment will have been purchased by Lessor in accordance with Lessee's specifications from Suppliers selected by Lessee, (b) Lessor is not a manufacturer or dealer of any Equipment and has no liability for the delivery or installation of any Equipment, (c) Lessor assumes no obligation with respect to any manufacturer's or Supplier's product warranties or guaranties, (d) no manufacturer or Supplier or any representative of said parties is an agent of Lessor, and (e) any warranty, representation, guaranty or agreement made by any manufacturer or Supplier or any representative of said parties shall not be binding upon Lessor.

## **8. TITLE; SECURITY INTEREST.**

8.1 Upon Lessee's acceptance of any Equipment under a Lease, title to the Equipment shall vest in Lessee, subject to Lessor's security interest therein and all of Lessor's other rights under such Lease including, without limitation, Sections 6, 20 and 21 hereof.

8.2 As collateral security for the Secured Obligations, Lessee hereby grants to Lessor a first priority security interest in any and all of the Equipment (now existing or hereafter acquired) and any and all proceeds thereof. Lessee agrees to execute and deliver to Lessor all necessary documents to evidence and perfect such security interest, including, without limitation, UCC financing statements and any amendments thereto.

8.3 "Secured Obligations" means Lessee's obligations to pay all Rent Payments and all other amounts due and payable under all present and future Leases and to perform and observe all covenants, agreements and conditions (direct or indirect, absolute or contingent, due or to become due, or existing or hereafter arising) of Lessee under all present and future Leases.

**9. PERSONAL PROPERTY.** All Equipment is and will remain personal property and will not be deemed to be affixed or attached to real estate or any building thereon.

**10. MAINTENANCE AND OPERATION.** Lessee agrees it shall, at its sole expense: (a) repair and maintain all Equipment in good condition and working order and supply and install all replacement parts or other devices when required to so maintain the Equipment or when required by applicable law or regulation, which parts or devices shall automatically become part of the Equipment; and (b) use and operate all Equipment in a careful manner in the normal course of its operations and only for the purposes for which it was designed in accordance with the manufacturer's warranty requirements; and (c) comply with all laws and regulations relating to the Equipment. If any Equipment is customarily covered by a maintenance agreement, Lessee will furnish Lessor with a maintenance agreement by a party reasonably satisfactory to Lessor. No maintenance or other service for any Equipment will be provided by Lessor. Lessee will not make any alterations, additions or improvements ("Improvements") to any Equipment without Lessor's prior written consent unless the Improvements may be readily removed without damage to the operation, value or utility of such Equipment, but any such Improvements not removed prior to the termination of the applicable Lease shall automatically become part of the Equipment.

**11. LOCATION; INSPECTION.** Equipment will not be removed from, or if Equipment is rolling stock its permanent base will not be changed from, the Location without Lessor's prior written consent which will not be unreasonably withheld. Upon reasonable notice to Lessee, Lessor may enter the Location or elsewhere during normal business hours to inspect the Equipment.

**12. LIENS, SUBLEASES AND TAXES.**

12.1 Lessee shall keep all Equipment free and clear of all Liens except those Liens created under its Lease. Lessee shall not sublet or lend any Equipment or permit it to be used by anyone other than Lessee or Lessee's employees.

12.2 Lessee shall pay when due all Taxes which may now or hereafter be imposed upon any Equipment or its ownership, lease, rental, sale, purchase, possession or use, upon any Lease or upon any Rent Payments or any other payments due under any Lease. If Lessee fails to pay such Taxes when due, Lessor shall have the right, but not the obligation, to pay such Taxes. If Lessor pays any such Taxes, then Lessee shall, upon demand, immediately reimburse Lessor therefor. "Taxes" means present and future taxes, levies, duties, assessments or other governmental charges that are not based on the net income of Lessor, whether they are assessed to or payable by Lessee or Lessor, including, without limitation (a) sales, use, excise, licensing, registration, titling, gross receipts, stamp and personal property taxes, and (b) interest, penalties or fines on any of the foregoing.

**13. RISK OF LOSS.**

13.1 Lessee bears the entire risk of loss, theft, damage or destruction of any Equipment in whole or in part from any reason whatsoever ("Casualty Loss"). No Casualty Loss to any Equipment shall relieve Lessee from the obligation to make any Rent Payments or to perform any other obligation under any Lease. Proceeds of any insurance recovery will be applied to Lessee's obligations under this Section 13.

13.2 If a Casualty Loss occurs to any Equipment, Lessee shall immediately notify Lessor of the same and Lessee shall, unless otherwise directed by Lessor, immediately repair the same.

13.3 If Lessor determines that any item of Equipment has suffered a Casualty Loss beyond repair ("Lost Equipment"), then Lessee shall either: (a) immediately replace the Lost Equipment with similar equipment in good repair, condition and working order free and clear of any Liens (except Lessor's Liens), in which event such replacement equipment shall automatically be Equipment under the applicable Lease, and deliver to Lessor true and complete copies of the invoice or bill of sale covering the replacement equipment; or (b) on or earlier of 60 days after the Casualty Loss or the next scheduled Rent Payment date (the "Loss Payment Due Date"), pay Lessor (i) all amounts owed by Lessee under the applicable Lease, including the Rent Payments due on or accrued through such date plus (ii) an amount equal to the Termination Value as of the Rent Payment date (or if the Casualty Loss payment is due between Rent Payment dates, then as of the Rent Payment date preceding the date that the Casualty Loss payment is due) set forth in the Payment Schedule to the applicable Lease. If Lessee is making such payment with respect to less than all of the Equipment under a Lease, then Lessor will provide Lessee with the pro rata amount of the Rent Payment and Termination Value to be paid by Lessee with respect to the Lost Equipment and a revised Payment Schedule. "Break Funding Charge" means the amount, if any, by which (a) the present value of all Remaining Payments discounted to the Prepayment Date at a rate equal to the swap rate of an interest rate swap which the Lessor shall be deemed to have entered into as of the business day preceding the Prepayment Date exceeds (b) the present value of all Remaining Payments discounted to the Prepayment Date at a rate equal to the swap rate of an interest rate swap which the Lessor shall be deemed to have entered into as of the date of the Lease. "Fair Market Value" means the amount which would be paid for an item of Equipment by an informed and willing buyer (other than a used equipment or scrap dealer) and an informed and willing seller neither under a compulsion to buy or sell. "Prepayment Date" means, (i) in the case of a payment resulting from a Casualty Loss, the Loss Payment Due Date, or (ii) in the case of a demand made pursuant to section 20, the Demand Date. "Remaining Payments" means, as of the Prepayment Date, (a) the remaining rents and all other amounts Lessee is obligated to pay

under the Lease at the end of the Lease Term, including, without limitation, an amount equal to the Fair Market Value of the Equipment at the end of the Rent Term as originally anticipated by Lessor at the date of the Lease; provided, that Lessee agrees that such value shall be determined by the books of Lessor as of the date of the Schedule.

13.4 Lessee shall bear the risk of loss for, shall pay directly, and shall defend Lessor against any and all claims, liabilities, proceedings, actions, expenses (including reasonable attorney's fees), damages or losses arising under or related to any Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof. These obligations of Lessee shall survive any expiration or termination of any Lease. Lessee shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses (including attorney's fees), damages or losses which arise directly from events occurring after any Equipment has been returned by Lessee to Lessor in accordance with the terms of the applicable Lease or which arise directly from the negligence or willful misconduct of Lessor.

#### **14. INSURANCE.**

14.1 (a) Lessee at its sole expense shall at all times keep all Equipment insured against all Casualty Losses for an amount not less than the Termination Value of the Equipment. Proceeds of any such insurance covering damage or loss of any Equipment shall be payable to Lessor as lender loss payee. (b) Lessee at its sole expense shall at all times carry public liability and third party property damage insurance in amounts reasonably satisfactory to Lessor protecting Lessee and Lessor from liabilities for injuries to persons and damage to property of others relating in any way to any Equipment. Proceeds of any such public liability or property insurance shall be payable first to Lessor as additional insured to the extent of its liability, and then to Lessee.

14.2 All insurers shall be reasonably satisfactory to Lessor. Lessee shall promptly deliver to Lessor satisfactory evidence of required insurance coverage and all renewals and replacements thereof. Each insurance policy will require that the insurer give Lessor at least 30 days prior written notice of any cancellation of such policy and will require that Lessor's interests remain insured regardless of any act, error, misrepresentation, omission or neglect of Lessee. The insurance maintained by Lessee shall be primary without any right of contribution from insurance which may be maintained by Lessor.

**15. NO PREPAYMENT.** Lessee shall not be permitted to prepay the Rent Payments or any other obligation under a Lease in whole or in part.

**16. LESSEE'S REPRESENTATIONS AND WARRANTIES.** With respect to each Lease and its Equipment, Lessee hereby represents and warrants to Lessor that: (a) Lessee has full power, authority and legal right to execute and deliver the Lease and to perform its obligations under the Lease, and all such actions have been duly authorized by appropriate findings and actions of Lessee's governing body; (b) the Lease has been duly executed and delivered by Lessee and constitutes a legal, valid and binding obligation of Lessee, enforceable in accordance with its terms; (c) the Lease is authorized under, and the authorization, execution and delivery of the Lease complies with, all applicable federal, state and local laws and regulations (including, but not limited to, all open meeting, public bidding and property acquisition laws) and all applicable judgments and court orders; (d) the execution, delivery and performance by Lessee of its obligations under the Lease will not result in a breach or violation of, nor constitute a default under, any agreement, lease or other instrument to which Lessee is a party or by which Lessee's properties may be bound or affected; (e) there is no pending, or to the best of Lessee's knowledge threatened, litigation of any nature which may have a material adverse effect on Lessee's ability to perform its obligations under the Lease; and (f) Lessee is a state, or a political subdivision thereof, as referred to in Section 103 of the Code, and Lessee's obligation under the Lease constitutes an enforceable obligation issued on behalf of a state or a political subdivision thereof.

#### **17. TAX COVENANTS.**

17.1 Lessee hereby covenants and agrees that: (a) Lessee shall comply with all of the requirements of Section 149(a) and Section 149(e) of the Code, as the same may be amended from time to time, and such compliance shall include, but not be limited to, executing and filing Internal Revenue Form 8038G or 8038GC, as the case may be, and any other information statements reasonably requested by Lessor; (b) Lessee shall not do (or cause to be done) any act which will cause, or by omission of any act allow, any Lease to be an "arbitrage bond" within the meaning of Section 148(a) of the Code or any Lease to be a "private activity bond" within the meaning of Section 141(a) of the Code; and (c) Lessee shall not do (or cause to be done) any act which will cause, or by omission of any act allow, the interest portion of any Rent Payments to be or become includable in gross income for Federal income taxation purposes under the Code.

17.2 Upon the occurrence of an Event of Taxability, the interest portion of any Rent Payment shall be at the Taxable Rate retroactive to the date of occurrence of the Event of Taxability, and Lessee shall pay such additional amount as will result in Lessor receiving the interest portion of the Taxable Rate identified in the Payment Schedule. For purposes of this section, "Event of Taxability" means a determination that the interest portion of Rent Payments is included for federal income tax purposes in the gross income of the Lessor due to Lessee's action or failure to take action, including breach of covenants set forth in section 17.1 hereof. An Event of Taxability shall occur upon the earliest of: (1) the happening of any event which may cause such Event of Taxability, or (2)

Lessor's payment to the applicable taxing authority of the tax increase resulting from such Event of Taxability, or (3) the adjustment of Lessor's tax return to reflect such Event of Taxability, or (4) the date as of which the interest portion of the Rent Payments is determined by the Internal revenue Service to be includable in the gross income of the Lessor for federal income tax purposes.

## **18. ASSIGNMENT.**

18.1 Lessee shall not assign, transfer, pledge, hypothecate, nor grant any Lien on, nor otherwise dispose of, any Lease or any Equipment or any interest in any Lease or Equipment.

18.2 Lessor may assign its rights, title and interest in and to any Lease or any Equipment, and/or may grant or assign a security interest in any Lease and its Equipment, in whole at any time. Except as assigned in whole to JP Morgan Chase & Co. or any of its direct subsidiaries, assignment of rights, title or interest in the Lease or any security interest therein shall only be in whole and to a Qualified Institutional Buyer ("QIB"), as defined in Rule 144A (17 CFR §230.144A) under the Securities Act of 1933. Any such assignee or lienholder (an "Assignee") shall have all of the rights of Lessor under the applicable Lease. Unless otherwise agreed by Lessee in writing, any such assignment transaction shall not release Lessor from any of Lessor's obligations under the applicable Lease. An assignment or reassignment of any of Lessor's right, title or interest in a Lease or its Equipment shall be enforceable against Lessee only after Lessee receives a written notice of assignment which discloses the name and address of such Assignee and a certificate of the assignee representing (a) that the assignee is a QIB and sophisticated investor and understands what he/she is buying/being assigned, (b), that the assignee is investing for its own account and not a view to resell, (c) that the assignee understands the City's finances and has had an opportunity to ask questions of City officials or has chosen not to do so regarding the Lease, provided, that such notice or representations from Lessor to Lessee of any assignment shall not be so required if Lessor assigns a Lease to JPMORGAN CHASE & CO. or any of its direct subsidiaries. Lessee shall keep a complete and accurate record of all such assignments in the form necessary to comply with Section 149(a) of the Code and for such purpose, Lessee hereby appoints Lessor (or Lessor's designee) as the book entry and registration agent to keep a complete and accurate record of any and all assignments of any Lease. Lessee agrees to acknowledge in writing any such assignments if so requested.

18.3 Each Assignee of a Lease hereby agrees that: (a) the term Secured Obligations as used in Section 8.3 hereof is hereby amended to include and apply to all obligations of Lessee under the Assigned Leases and to exclude the obligations of Lessee under any Non-Assigned Leases; (b) said Assignee shall have no Lien on, nor any claim to, nor any interest of any kind in, any Non-Assigned Lease or any Equipment covered by any Non-Assigned Lease; and (c) Assignee shall exercise its rights, benefits and remedies as the assignee of Lessor (including, without limitation, the remedies under Section 20 of the Master Lease) solely with respect to the Assigned Leases. "Assigned Leases" means only those Leases which have been assigned to a single Assignee pursuant to a written agreement; and "Non-Assigned Leases" means all Leases excluding the Assigned Leases.

18.4 Subject to the foregoing, each Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

**19. EVENTS OF DEFAULT.** For each Lease, "Event of Default" means the occurrence of any one or more of the following events as they may relate to such Lease: (a) Lessee fails to make any Rent Payment (or any other payment) as it becomes due in accordance with the terms of the Lease, and any such failure continues for ten (10) days after the due date thereof; (b) Lessee fails to perform or observe any of its obligations under Sections 12.1, 14 or 18.1 hereof; (c) Lessee fails to perform or observe any other covenant, condition or agreement to be performed or observed by it under the Lease and such failure is not cured within thirty (30) days after receipt of written notice thereof by Lessor; (d) any statement, representation or warranty made by Lessee in the Lease or in any writing delivered by Lessee pursuant thereto or in connection therewith proves at any time to have been false, misleading or erroneous in any material respect as of the time when made; (e) Lessee applies for or consents to the appointment of a receiver, trustee, conservator or liquidator of Lessee or of all or a substantial part of its assets, or a petition for relief is filed by Lessee under any federal or state bankruptcy, insolvency or similar law, or a petition in a proceeding under any federal or state bankruptcy, insolvency or similar law is filed against Lessee and is not dismissed within sixty (60) days thereafter; or (f) Lessee shall be in default under any other Lease or under any other financing agreement executed at any time with Lessor.

**20. REMEDIES.** If any Event of Default occurs, then Lessor may, at its option, exercise any one or more of the following remedies:

(a) Lessor may require Lessee to pay (and Lessee agrees that it shall pay) on a demand date specified by Bank (the "Demand Date") all amounts then currently due under all Leases and all remaining Rent Payments due under all Leases during the fiscal year in effect when the Event of Default occurs together with interest on such amounts at the rate of six percent (6%) per annum (but not to exceed the highest rate permitted by applicable law) from the date of Lessor's demand for such payment;

(b) Lessor may require Lessee to promptly return all Equipment under all or any of the Leases to Lessor in the manner set forth in Section 21 (and Lessee agrees that it shall so return the Equipment), or Lessor may, at its option, enter upon the premises where any Equipment is located and repossess any Equipment without demand or notice, without any court order or other process of law and without liability for any damage occasioned by such repossession;

(c) Lessor may sell, lease or otherwise dispose of any Equipment under all or any of the Leases, in whole or in part, in one or more public or private transactions, and if Lessor so disposes of any Equipment, then Lessor shall retain the entire proceeds of such disposition free of any claims of Lessee, provided, that if the net proceeds of the disposition of all the Equipment exceeds the applicable Termination Value of all the Schedules plus the amounts payable by Lessee under clause (a) above of this Section and under clause (f) below of this Section, then such excess amount shall be remitted by Lessor to Lessee;

(d) Lessor may terminate, cancel or rescind any Lease as to any and all Equipment;

(e) Lessor may exercise any other right, remedy or privilege which may be available to Lessor under applicable law or, by appropriate court action at law or in equity, Lessor may enforce any of Lessee's obligations under any Lease; and/or

(f) Lessor may require Lessee to pay (and Lessee agrees that it shall pay) all out-of-pocket costs and expenses incurred by Lessor as a result (directly or indirectly) of the Event of Default and/or of Lessor's actions under this section, including, without limitation, any attorney fees and expenses and any costs related to the repossession, safekeeping, storage, repair, reconditioning or disposition of any Equipment.

None of the above remedies is exclusive, but each is cumulative and in addition to any other remedy available to Lessor. Lessor's exercise of one or more remedies shall not preclude its exercise of any other remedy. No delay or failure on the part of Lessor to exercise any remedy under any Lease shall operate as a waiver thereof, nor as an acquiescence in any default, nor shall any single or partial exercise of any remedy preclude any other exercise thereof or the exercise of any other remedy.

**21. RETURN OF EQUIPMENT.** If Lessor is entitled under the provisions of any Lease, including any termination thereof pursuant to Sections 6 or 20 of this Master Lease, to obtain possession of any Equipment or if Lessee is obligated at any time to return any Equipment, then (a) title to the Equipment shall vest in Lessor immediately upon Lessor's notice thereof to Lessee, and (b) Lessee shall, at its sole expense and risk, immediately de-install, disassemble, pack, crate, insure and return the Equipment to Lessor (all in accordance with applicable industry standards) at any location in the continental United States selected by Lessor. Such Equipment shall be in the same condition as when received by Lessee (reasonable wear, tear and depreciation resulting from normal and proper use excepted), shall be in good operating order and maintenance as required by the applicable Lease, shall be free and clear of any Liens (except Lessor's Lien) and shall comply with all applicable laws and regulations. Until Equipment is returned as required above, all terms of the applicable Lease shall remain in full force and effect including, without limitation, obligations to pay Rent Payments and to insure the Equipment. Lessee agrees to execute and deliver to Lessor all documents reasonably requested by Lessor to evidence the transfer of legal and beneficial title to such Equipment to Lessor and to evidence the termination of Lessee's interest in such Equipment.

**22. LAW GOVERNING.** Each Lease shall be governed by the laws of the state where Lessee is located (the "State").

**23. NOTICES.** Any notices and demands under or related to this document shall be in writing and delivered to the intended party at its address stated herein (if to Lessor **1111 Polaris Parkway, Suite A1 (OH1-1085), Columbus, Ohio 43240**, to the attention of the GNPH Operations Manager). Notice shall be deemed sufficiently given or made (a) upon receipt if delivered by hand, (b) on the Delivery Day after the day of deposit with a nationally recognized courier service, (c) on the third Delivery Day after the day of deposit in the United States mail, sent certified, postage prepaid with return receipt requested, and (d) only if to Lessee, on the third Delivery Day after the notice is deposited in the United States mail, postage prepaid. "Delivery Day" means a day other than a Saturday, a Sunday, or any other day on which national banking associations are authorized to be closed. Any party may change its address for the purposes of the receipt of notices and demands by giving notice of such change in the manner provided in this provision.

**24. FINANCIAL INFORMATION.** Lessee agrees to furnish to Lessor annual audited financial statements of Lessee within 270 days of the end of each fiscal year of Lessee. Additionally, Lessee agrees to provide additional information as reasonably requested by Lessor.

**25. SECTION HEADINGS.** All section headings contained herein or in any Schedule are for convenience of reference only and do not define or limit the scope of any provision of any Lease.

**26. EXECUTION IN COUNTERPARTS.** Each Schedule to this Master Lease may be executed in several counterparts, each of which shall be deemed an original, but all of which shall be deemed one instrument. If more than one counterpart of each Schedule is executed by Lessee and Lessor, then only one may be marked "Lessor's Original" by Lessor. A security interest in any Schedule may be created through transfer and possession only of: the sole original of said Schedule if there is only one original; or the counterpart marked "Lessor's Original" if there are multiple counterparts of said Schedule.

**27. ENTIRE AGREEMENT; WRITTEN AMENDMENTS.** Each Lease, together with the exhibits, schedules and addenda attached thereto and made a part hereof and other attachments thereto constitute the entire agreement between the parties with respect to the lease of the Equipment covered thereby, and such Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of any Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease.

**28. OFFSHORING.** Subject to applicable laws, processing of Lessee confidential information may be performed by any Lessor affiliate, including affiliates, branches and units located in any country in which we conduct business or have a service provider. In addition, Lessor may perform certain services and functions outside the United States that are indirect, ancillary, redundant back-up, back office, exception processing or services that are incidental to the performance of this agreement. Lessee authorizes Lessor to transfer customer information to such affiliates, branches and units at such locations as Lessor deems appropriate. For business resiliency purposes and disaster recovery services, subject to Lessor's cybersecurity and privacy policies, certain services and functions may be performed outside of the United States. Lessor reserves the right to store, access, view or process any data wherever it deems appropriate for the services Lessor provides.

**29. ELECTRONIC SIGNATURES.** Delivery of an executed counterpart of a signature page of (x) this Agreement, (y) any other Related Document and/or (z) any document, amendment, approval, consent, information, notice, certificate, request, statement, disclosure or authorization related to this Agreement, any other Related Document and/or the transactions contemplated hereby and/or thereby (each an "Ancillary Document") that is an Electronic Signature transmitted by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page shall be effective as delivery of a manually executed counterpart of this Agreement, such other Related Document or such Ancillary Document, as applicable. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to this Agreement, any other Related Document and/or any Ancillary Document shall be deemed to include Electronic Signatures, deliveries or the keeping of records in any electronic form (including deliveries by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page), each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be; provided that nothing herein shall require Bank to accept Electronic Signatures in any form or format without its prior written consent and pursuant to procedures approved by it; provided, further, without limiting the foregoing, (i) to the extent Bank has agreed to accept any Electronic Signature, Bank shall be entitled to rely on such Electronic Signature purportedly given by or on behalf of Lessee or any other Obligor without further verification thereof and without any obligation to review the appearance or form of any such Electronic Signature and (ii) upon the request of Bank, any Electronic Signature shall be promptly followed by a manually executed counterpart. Without limiting the generality of the foregoing, Lessee hereby (A) agrees that, for all purposes, including without limitation, in connection with any workout, restructuring, enforcement of remedies, bankruptcy proceedings or litigation among Bank, Lessee and Obligors, Electronic Signatures transmitted by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page and/or any electronic images of this Agreement, any other Related Document and/or any Ancillary Document shall have the same legal effect, validity and enforceability as any paper original, (B) Bank may, at its option, create one or more copies of this Agreement, any other Related Document and/or any Ancillary Document in the form of an imaged electronic record in any format, which shall be deemed created in the ordinary course of such Person's business, and destroy the original paper document (and all such electronic records shall be considered an original for all purposes and shall have the same legal effect, validity and enforceability as a paper record), (C) waives any argument, defense or right to contest the legal effect, validity or enforceability of this Agreement, any other Related Document and/or any Ancillary Document based solely on the lack of paper original copies of this Agreement, such other Related Document and/or such Ancillary Document, respectively, including with respect to any signature pages thereto and (D) waives any claim against any Affiliates of Bank for any liabilities arising solely from Bank's reliance on or use of Electronic Signatures and/or transmissions by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page, including any liabilities arising as a result of the failure of Lessee and/or any Obligor to use any available security measures in connection with the execution, delivery or transmission of any Electronic Signature. As used herein, "Electronic Signature" means an electronic sound, symbol, or process attached to, or associated with, a contract or other record and adopted by a Person with the intent to sign, authenticate or accept such contract or record. "Obligor" means any Lessee, guarantor, surety, co-signer, endorser, general partner or other Person who may now or in the future be obligated to pay any of the liabilities under this Agreement. "Person" means any individual, business or other entity, or any governmental authority. "Related Documents" means this Agreement, the Lease, the Schedules, and any other instrument or document executed in connection with this Agreement or the Lease.

( The next page is the signature page)

**MASTER LEASE-PURCHASE AGREEMENT  
SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties hereto have executed this Master Lease-Purchase Agreement as of the date first referenced above.

**CITY OF YUBA CITY**  
(Lessee)

**JPMORGAN CHASE BANK, N.A.**  
(Lessor)

By: \_\_\_\_\_  By: \_\_\_\_\_

Title: \_\_\_\_\_  Title: Authorized Officer



## ATTACHMENT 3

## LEASE SCHEDULE

**Dated as of:** OCTOBER 13, 2023

**Lease No.:** 1000149922

This Lease Schedule, together with its Payment Schedule, is attached and made a part of the Master Lease-Purchase Agreement described below ("Master Lease") between the Lessee and Lessor named below. All terms and conditions of the Master Lease are incorporated herein by reference. Unless otherwise defined herein, capitalized terms defined in the Master Lease will have the same meaning when used herein.

### **Master Lease-Purchase Agreement dated October 13, 2023.**

- A. EQUIPMENT DESCRIBED:** The Equipment includes all of the property described on Schedule A-1 attached hereto and made a part hereof.
- B. EQUIPMENT LOCATION:** See Attached Schedule A-1
- C. ACCEPTANCE OF EQUIPMENT:** AS BETWEEN LESSEE AND LESSOR, LESSEE AGREES THAT: (a) LESSEE HAS RECEIVED AND INSPECTED ALL EQUIPMENT; (b) ALL EQUIPMENT IS IN GOOD WORKING ORDER AND COMPLIES WITH ALL PURCHASE ORDERS, CONTRACTS AND SPECIFICATIONS; (c) LESSEE ACCEPTS ALL EQUIPMENT FOR PURPOSES OF THE LEASE "AS-IS, WHERE-IS"; AND (d) LESSEE WAIVES ANY RIGHT TO REVOKE SUCH ACCEPTANCE.
- D. ESSENTIAL USE; CURRENT INTENT OF LESSEE:** Lessee represents and agrees that the use of the Equipment is essential to Lessee's proper, efficient and economic functioning or to the services that Lessee provides to its citizens and the Equipment will be used by Lessee only for the purpose of performing its governmental or proprietary functions consistent with the permissible scope of its authority. Lessee currently intends for the full Lease Term: to use the Equipment; to continue this Lease; and to make Rental Payments if funds are appropriated in each fiscal year by its governing body.
- E. RENTAL PAYMENTS; LEASE TERM:** The Rental Payments to be paid by Lessee to Lessor, the interest rate at which the interest portion of the Rental Payments is calculated, the Taxable Rate, the commencement date and the Lease Term of this Lease Schedule are each set forth on the Payment Schedule attached to this Lease Schedule.
- F. RE-AFFIRMATION OF THE MASTER LEASE:** Lessee hereby re-affirms all of its representations, warranties and obligations under the Master Lease (including, without limitation, its obligation to pay all Rental Payments, its disclaimers in Section 7 thereof and its representations in Sections 6.1 and 16 thereof).
- G. GOVERNMENT REGULATION. ANTI-CORRUPTION.**
- (a) Representations and Warranties Regarding Anti-Corruption Laws and Sanctions.** Lessee has implemented and maintains in effect policies and procedures designed to ensure compliance by Lessee and its officers, employees and agents with Anti-Corruption Laws and applicable Sanctions, and Lessee and its officers and employees and to the knowledge of Lessee its agents, are in compliance with Anti-Corruption Laws and applicable Sanctions in all material respects. None of (a) Lessee or to the knowledge of Lessee any of its respective officers or employees, or (b) to the knowledge of Lessee, any agent of Lessee that will act in any capacity in connection with or benefit from the credit facility established hereby, is a Sanctioned Person. No advance, letter of credit, use of proceeds or other transaction contemplated by this Lease will violate Anti-Corruption Laws or applicable Sanctions.
- (b) Compliance with Anti-Corruption Laws and Sanctions.** Lessee shall maintain in effect and enforce policies and procedures designed to ensure compliance by Lessee and its officers, employees and agents with Anti-Corruption Laws and applicable Sanctions.
- (c) Use of Proceeds.** Lessee shall not use, or permit any proceeds of the Lease to be used, directly or indirectly, by Lessee or its officers, employees and agents: (1) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Laws; (2) for the purpose of funding, financing or facilitating any activities, business or transaction of or with any Sanctioned Person, or in any Sanctioned Country; or (3) in any manner that would result in the violation of any Sanctions applicable to any party hereto.

**(d) Definitions.** For the purposes of this Section G, the following terms shall have the following meanings:

"Anti-Corruption Laws" means all laws, rules, and regulations of any jurisdiction applicable to the Lessee or its subsidiaries from time to time concerning or relating to bribery or corruption. "Person" means any individual, corporation, partnership, limited liability company, joint venture, joint stock association, association, bank, business trust, trust, unincorporated organization, any foreign governmental authority, the United States of America, any state of the United States and any political subdivision of any of the foregoing or any other form of entity. "Sanctions" means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by the U.S. government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State. "Sanctioned Country" means, at any time, a country, region or territory which is the subject or target of any Sanctions (as at the time of this Agreement, Crimea, Cuba, Iran, North Korea, Sudan and Syria). "Sanctioned Person" means, at any time, (a) any Person listed in any Sanctions-related list of designated Persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State, (b) any Person operating, organized or resident in a Sanctioned Country or (c) any Person controlled by any such Person.

- H. BANK QUALIFIED: LESSEE CERTIFIES** (a) THAT IT HAS DESIGNATED THIS LEASE AS A "QUALIFIED TAX-EXEMPT OBLIGATION" FOR THE PURPOSES OF AND WITHIN THE MEANING OF SECTION 265(b)(3) OF THE CODE, (b) THAT IT HAS NOT DESIGNATED MORE THAN \$10,000,000 OF ITS OBLIGATIONS AS QUALIFIED TAX-EXEMPT OBLIGATIONS IN ACCORDANCE WITH SECTION 265(b)(3) OF THE CODE FOR THE CURRENT CALENDAR YEAR AND (c) THAT IT REASONABLY ANTICIPATES THAT THE TOTAL AMOUNT OF SECTION 265 TAX-EXEMPT OBLIGATIONS TO BE ISSUED DURING THE CURRENT CALENDAR YEAR BY LESSEE, OR BY AN ENTITY CONTROLLED BY LESSEE OR BY ANOTHER ENTITY THE PROCEEDS OF WHICH ARE LOANED TO OR ALLOCATED TO LESSEE FOR PURPOSES OF SECTION 265(b) OF THE CODE WILL NOT EXCEED \$10,000,000. "Section 265 Tax-Exempt Obligations" are obligations the interest on which is excludable from gross income of the owners thereof under Section 103 of the Code, except for private activity bonds other than qualified 501(c)(3) bonds, both as defined in Section 141 of the Code.

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**LEASE SCHEDULE  
SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties hereto have executed this Lease Schedule as of the date first referenced above.

**CITY OF YUBA CITY**  
(Lessee)

**JPMORGAN CHASE BANK, N.A.**  
(Lessor)

By: \_\_\_\_\_



By: \_\_\_\_\_

Title: \_\_\_\_\_



Title: Authorized Officer

**SCHEDULE A-1**  
(Equipment List)

**Expected Equipment Purchase Price: \$1,000,000.00**

**Net Amount Financed: \$1,000,000.00**

**Equipment Location: Corporation Yard  
1185 Market Street  
Yuba City, CA 95991**

**Equipment Description: (2) Dump Trucks  
Vin Number(s)\_\_\_\_\_**

**Equipment Location: Yuba City Fire Station 2  
1641 Gray Avenue  
Yuba City, CA 95991**

**Equipment Description: (1) Type III Fire Truck**

TOGETHER WITH ALL ATTACHMENTS, ADDITIONS, ACCESSIONS, PARTS, REPAIRS, IMPROVEMENTS, REPLACEMENTS AND SUBSTITUTIONS THERETO.

This Schedule A-1 is attached to the Lease Schedule **1000149922** or a Receipt Certificate/Payment Request relating to the Lease Schedule.

**CITY OF YUBA CITY**  
(Lessee)

By: \_\_\_\_\_

Title: \_\_\_\_\_

**JPMORGAN CHASE BANK, N.A**  
(Lessor)

By: \_\_\_\_\_

Title: Authorized Officer

### Payment Schedule

This Payment Schedule is attached and made a part of the Lease Schedule identified below which is part of the Master Lease-Purchase Agreement identified therein, all of which are between the Lessee and Lessor named below.

Lease Schedule No. **CITY OF YUBA CITY**

Lease Schedule Dated: **OCTOBER 13, 2023**

Accrual Date **OCTOBER 13, 2023**

Amount Financed **\$1,000,000.00**

Interest Rate **3.9900% per annum**

Taxable Rate **5.0280% per annum**

| <b>Rent<br/>Number</b> | <b>Rent<br/>Date</b> | <b>Rent<br/>Payment</b> | <b>Interest<br/>Portion</b> | <b>Principal<br/>Portion</b> | <b>Principal<br/>Balance</b> | <b>Termination<br/>Value</b> |
|------------------------|----------------------|-------------------------|-----------------------------|------------------------------|------------------------------|------------------------------|
| 1                      | 3/1/2024             | \$15,295.00             | \$15,295.00                 | \$0.00                       | \$1,000,000.00               | N/A                          |
| 2                      | 9/1/2024             | \$102,966.00            | \$19,950.00                 | \$83,016.00                  | \$916,984.00                 | \$916,984.00                 |
| 3                      | 3/1/2025             | \$18,293.83             | \$18,293.83                 | \$0.00                       | \$916,984.00                 | \$916,984.00                 |
| 4                      | 9/1/2025             | \$104,689.83            | \$18,293.83                 | \$86,396.00                  | \$830,588.00                 | \$830,588.00                 |
| 5                      | 3/1/2026             | \$16,570.23             | \$16,570.23                 | \$0.00                       | \$830,588.00                 | \$830,588.00                 |
| 6                      | 9/1/2026             | \$106,483.23            | \$16,570.23                 | \$89,913.00                  | \$740,675.00                 | \$740,675.00                 |
| 7                      | 3/1/2027             | \$14,776.47             | \$14,776.47                 | \$0.00                       | \$740,675.00                 | \$740,675.00                 |
| 8                      | 9/1/2027             | \$108,350.47            | \$14,776.47                 | \$93,574.00                  | \$647,101.00                 | \$647,101.00                 |
| 9                      | 3/1/2028             | \$12,909.66             | \$12,909.66                 | \$0.00                       | \$647,101.00                 | \$647,101.00                 |
| 10                     | 9/1/2028             | \$110,293.66            | \$12,909.66                 | \$97,384.00                  | \$549,717.00                 | \$549,717.00                 |
| 11                     | 3/1/2029             | \$10,966.85             | \$10,966.85                 | \$0.00                       | \$549,717.00                 | \$549,717.00                 |
| 12                     | 9/1/2029             | \$112,314.85            | \$10,966.85                 | \$101,348.00                 | \$448,369.00                 | \$448,369.00                 |
| 13                     | 3/1/2030             | \$8,944.96              | \$8,944.96                  | \$0.00                       | \$448,369.00                 | \$448,369.00                 |
| 14                     | 9/1/2030             | \$114,418.96            | \$8,944.96                  | \$105,474.00                 | \$342,895.00                 | \$342,895.00                 |
| 15                     | 3/1/2031             | \$6,840.76              | \$6,840.76                  | \$0.00                       | \$342,895.00                 | \$342,895.00                 |
| 16                     | 9/1/2031             | \$116,609.76            | \$6,840.76                  | \$109,769.00                 | \$233,126.00                 | \$233,126.00                 |
| 17                     | 3/1/2032             | \$4,650.86              | \$4,650.86                  | \$0.00                       | \$233,126.00                 | \$233,126.00                 |
| 18                     | 9/1/2032             | \$118,888.86            | \$4,650.86                  | \$114,238.00                 | \$118,888.00                 | \$118,888.00                 |
| 19                     | 3/1/2033             | \$2,371.82              | \$2,371.82                  | \$0.00                       | \$118,888.00                 | \$118,888.00                 |
| 20                     | 9/1/2033             | \$121,259.82            | \$2,371.82                  | \$118,888.00                 | \$0.00                       | \$0.00                       |
| <b>TOTALS</b>          |                      | \$1,227,895.88          | \$227,895.88                | \$1,000,000.00               |                              |                              |

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**Payment Schedule  
Signature Page**

IN WITNESS WHEREOF, the parties hereto have executed this Payment Schedule as of the date first referenced above.

**CITY OF YUBA CITY**  
(Lessee)

**JPMORGAN CHASE BANK, N.A.**  
(Lessor)

|              |                                                                                   |                                  |
|--------------|-----------------------------------------------------------------------------------|----------------------------------|
| By: _____    |  | By: _____                        |
| Title: _____ |  | Title: <u>Authorized Officer</u> |

**PREPAYMENT SCHEDULE ADDENDUM**  
(Lock Out with Break Funding Premium)

**Dated as of:**           **OCTOBER 13, 2023**

**Lease Schedule No.:** **1000149922**

**Lessee:**               **CITY OF YUBA CITY**

Reference is made to the above Lease Schedule ("Schedule") and to the Master Lease-Purchase Agreement ("Master Lease") identified in the Schedule, which are by and between **JPMORGAN CHASE BANK, N.A.** ("Lessor") and the above lessee ("Lessee"). As used herein: "Lease" shall mean the Schedule and the Master Lease, but only to the extent that the Master Lease relates to the Schedule. This Schedule Addendum amends and supplements the terms and conditions of the Lease. Unless otherwise defined herein, capitalized terms defined in the Lease shall have the same meaning when used herein. **Solely for purposes of the Schedule, Lessor and Lessee agree as follows:**

1. Notwithstanding anything to the contrary herein or in the Lease, Lessee and Lessor agree that Lessee shall not exercise its prepayment or early purchase rights under the Lease (including, without limitation, Section 15 of the Master Lease as it relates to the Schedule) or this Addendum prior to the end of the Lock-Out Period specified below.

**Lock-Out Period:** the first 12 months of the Lease Term of the Schedule

2. Notwithstanding anything to the contrary in the Lease (including, without limitation, Section 15 of the Master Lease as it relates to the Schedule), Lessee and Lessor agree that so long as no Event of Default has occurred and continues under the Lease and so long as Lessee gives Lessor at least 30 days prior written notice (the "Notice Period"), Lessee may elect to prepay its obligations under the Schedule by paying to Lessor on the Rent Payment due date (a "Prepayment Date") following the Notice Period the total of the following (the "Prepayment Amount"): (a) all accrued Rent Payments, interest, taxes, late charges and other amounts then due and payable under the Lease; plus (b) the remaining principal balance payable by Lessee under the Schedule as of said Prepayment Date.
3. In addition to the prepayment amounts required by paragraph 1 above, a Break Funding Charge shall be due and payable if (i) exceeds (ii) where (i) equals the interest portion of each of the Rent Payments which would have been paid if such prepayment had not occurred calculated at the interest rate swap including any forward rate swap, if any, which Lessor shall be deemed to have entered into on the earlier of (a) the date the Lease was originally funded or (b) the date a rate lock letter was signed, if any, and (ii) equals the interest portion of each of the Rent Payments which would have been paid if such prepayment had not occurred calculated at the interest rate swap which Lessor shall be deemed to have entered into on the date of prepayment (the "Replacement Swap").
4. The prepayment or early purchase option rights granted herein shall control in the event of any conflict between the provisions of this Addendum and the Master Lease as it relates to the Schedule. Except as expressly amended or supplemented by this Addendum and other instruments signed by Lessor and Lessee, the Lease remains unchanged and in full force and effect.

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**PREPAYMENT SCHEDULE ADDENDUM  
SIGNATURE PAGE**

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

**CITY OF YUBA CITY**  
(Lessee)

**JPMORGAN CHASE BANK, N.A.**  
(Lessor)

By: \_\_\_\_\_  By: \_\_\_\_\_

Title: \_\_\_\_\_  Title: Authorized Officer

## ATTACHMENT 4

**ESCROW AGREEMENT**  
(Gross Fund-Earnings to Lessee)

**Dated as of:   OCTOBER 13, 2023**

This Escrow Agreement together with all addenda, riders and attachments hereto, as the same may from time to time be amended, modified or supplemented ("Agreement") is made and entered as of the date set forth above by and among the Escrow Agent identified below ("Escrow Agent"), the Lessee identified below ("Lessee") and JPMorgan Chase Bank, N.A. ("Lessor"). As used herein, "Party" shall mean any of Lessee, Lessor or Escrow Agent, and "Parties" shall mean all of Lessee, Lessor and Escrow Agent. The Lessee and Lessor hereby authorize the Escrow Agent to act as escrow agent hereunder. All references to Escrow Agent shall mean TMI Trust Company in its capacity as escrow agent only, and all references to Lessor shall mean JPMorgan Chase Bank, N.A. in its capacity as lessor only.

**Escrow Agent:** TMI Trust Company

**Lessee:**           **CITY OF YUBA CITY**

For good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

**SECTION 1. RECITALS.**

1.01     Lessor and Lessee have entered into the Lease identified below whereby Lessor has agreed to lease and sell certain property generally described in the attached Schedule A-1 (the "Equipment") to Lessee, and Lessee has agreed to lease and purchase the Equipment from Lessor, in the manner and on the terms set forth in the Lease.

1.02     "Lease" means, collectively, the Lease Schedule identified below and the Master Lease-Purchase Agreement identified in said Lease Schedule (to the extent that it relates to said Lease Schedule) together with all exhibits, schedules, addenda, riders and attachments thereto. The Escrow Agent shall neither be responsible for, nor chargeable with, knowledge of, nor have any requirements to comply with, the terms and conditions of any other agreement, instrument or document between Lessee and Lessor, in connection herewith, if any, including without limitation the Lease, nor shall the Escrow Agent be required to determine if any person or entity has complied with any such agreements, nor shall any such obligations of the Escrow Agent be inferred from the terms of such agreements, even though reference thereto may be made in this Agreement. In the event of any conflict between the terms and provisions of this Agreement, those of the Lease, any schedule or exhibit attached to the Agreement, or any other agreement among the Parties, the terms and conditions of this Agreement shall control.

**Lease Schedule No. 1000149922**

1.03     **LESSOR'S DEPOSIT: \$611,203.55** Lessor shall pay or cause to be paid to the Escrow Agent the amount of the Lessor's Deposit. The date that the Lessor's Deposit is paid to the Escrow Agent shall be referred to as the "Lessor's Deposit Date". Escrow Agent shall credit the Lessor's Deposit to the Equipment Acquisition Fund established in Section 2 hereof on the Lessor's Deposit Date. To the extent that the purchase price of the Equipment exceeds the Lessor's Deposit, Lessee shall either notify Escrow Agent of such excess amount and then deposit with Escrow Agent funds in such amount which will be credited to the Equipment Acquisition Fund and used to pay the balance of the purchase price of the Equipment or Lessee shall pay such balance directly to the suppliers.

1.04     **FUNDING EXPIRATION DATE: APRIL 13, 2025** ("Funding Expiration Date"). Lessee and Lessor agree that all Equipment should be delivered and installed, and all funds disbursed from the Equipment Acquisition Fund, no later than the above Funding Expiration Date.

1.05     Under the Lease, Lessee will cause each item of Equipment to be ordered from the applicable suppliers. Lessee shall furnish to Lessor as soon as available, a copy of the purchase orders or purchase contracts for all Equipment ordered pursuant to the Lease, showing the supplier, the purchase price and the estimated delivery dates.

1.06     Subject to the terms and provisions of this Agreement providing for control by Lessee and Lessor, Lessor and Lessee agree to appoint the Escrow Agent and the Escrow Agent accepts such appointment to receive, hold, invest and disburse the moneys deposited with the Escrow Agent as expressly set forth in this Agreement. The Escrow Agent shall not be obligated to assume

or perform any obligation of Lessee or Lessor hereunder or under the Lease or of any supplier with respect to any Equipment, nor shall the Escrow Agent be liable for any action or inaction of the Lessor, the Lessee or any supplier (including, without limitation, any such party's use of the moneys deposited with, or disbursed by, the Escrow Agent), by reason of anything contained in this Agreement. Escrow Agent shall have only those duties as are specifically and expressly provided herein, which shall be deemed purely ministerial in nature, and no other duties shall be implied. Any funds in the Equipment Acquisition Fund not needed to pay the purchase price of Equipment will be paid to Lessor or Lessee, all as hereinafter provided.

1.07 This Agreement is not intended to alter or change in any way the rights and obligations of Lessor and Lessee under the Lease, but is entirely supplemental thereto. The provisions of this Agreement may be waived, altered, amended or supplemented, in whole or in part, only by a writing signed by all Parties.

1.08 Each of the Parties hereto has authority to enter into this Agreement, and has taken all actions necessary to authorize the execution of this Agreement by its respective officers whose signatures are affixed hereto. Where, however, the conflicting provisions of any such applicable law may be waived, they are hereby irrevocably waived by the Lessor and Lessee to the fullest extent permitted by law, to the end that this Agreement shall be enforced as written.

## **SECTION 2. EQUIPMENT ACQUISITION FUND.**

2.01 The Escrow Agent's sole responsibility prior to the Lessor's Deposit Date shall be to establish an escrow account in the name of **City of Yuba City** designated as the Equipment Acquisition Fund (the "Equipment Acquisition Fund"). Escrow Agent shall keep such funds deposited into the escrow account separate and apart from all other funds and money held by it, and shall administer such funds as provided in this Agreement. Escrow Agent's rights and responsibilities under this Agreement, other than establishment of the Equipment Acquisition Fund, shall begin on the Lessor's Deposit Date, which may be on or after the date of this Agreement.

2.02 To the extent received by the Escrow Agent, the Lessor's Deposit and any funds deposited by Lessee under Section 1.03 hereof shall be credited to the Equipment Acquisition Fund on the Lessor's Deposit Date and shall be used to pay the balance of the purchase price of each item of Equipment subject to the Lease in accordance with the terms and provisions hereof. The Escrow Agent shall pay to the suppliers of the Equipment the payment amounts then due and payable with respect thereto within 2 business days upon receipt of, and as specified in, a written request executed by an Authorized Representative (as defined in Section 7) of the Lessor, delivered to the Escrow Agent in accordance with Section 9.02, and after the Escrow Agent has satisfied any applicable security procedures as required by Section 7. The written request will specify the supplier/beneficiary, its address or wire instructions and the applicable portion of the Equipment Acquisition Fund to be paid (the "Receipt Certificate/Payment Request"). As between Lessee and Lessor only, Lessee agrees that it will submit to Lessor for Lessor's signature a Receipt Certificate/Payment Request that has been executed by Lessee together with (a) the suppliers' invoices specifying the applicable portion of the purchase price of the items of Equipment described in said Receipt Certificate, (b) if the item of Equipment is a titled vehicle, a copy of the Manufacturer's Statement of Origin (MSO) covering such item showing Lessor as first and sole lienholder, and (c) any other documents required by the Lease, and Lessee agrees that Lessor shall not be obligated to execute any such Receipt Certificate until all of the foregoing have been submitted to Lessor.

2.03 If an Authorized Representative of the Lessor delivers to the Escrow Agent written notice of the occurrence of an event of default under the Lease or of a termination of the Lease due to a non-appropriation event or non-renewal event under the Lease, then the Escrow Agent shall promptly remit to Lessor the remaining balance of the Equipment Acquisition Fund. After its receipt of a notice of an event of default under the Lease or of a termination of the Lease due to a non-appropriation event under the Lease, the Escrow Agent shall not accept or act upon any instruction from Lessee nor shall it permit any distribution or release of any part of the Equipment Acquisition Fund without written authorization from an Authorized Representative of the Lessor. The Escrow Agent shall not be deemed to have knowledge of any event of default under the Lease or termination of the Lease unless a responsible officer of the Escrow Agent has received written notice of such event from an Authorized Representative of the Lessor as contemplated by this Section 2.03.

2.04 Upon the Escrow Agent's receipt of a Full Funding Notice (as defined below), the Escrow Agent shall apply the balance remaining in the Equipment Acquisition Fund:

first, to all reasonable fees and expenses incurred by, and indemnities owed to, the Escrow Agent in connection herewith as evidenced by its statement forwarded to Lessee and Lessor; and

second, to Lessor to be applied by Lessor for benefit of Lessee either: (a) toward the principal and interest portion of the Rent Payment next coming due under the Lease; or (b) to reimburse the Lessee for the interest portion of their Rental Payments previously made within the past 18 months; or (c) toward a partial prepayment of the principal amount remaining due under the Lease and thereupon Lessor shall prepare and deliver to Lessee a revised Payment Schedule reflecting such partial prepayment of principal.

"Full Funding Notice" means written notification by an Authorized Representative of the Lessor to the Escrow Agent of the Lessor's receipt of the Final Receipt Certificate/Payment Request which confirms that all Equipment covered by the Lease has been delivered to and accepted by Lessee under the Lease and that the full amount of the Lessor's Deposit has been paid to the applicable suppliers.

2.05 Upon the Funding Expiration Date stated in Section 1.04 above, the Escrow Agent shall apply the remaining balance in the Equipment Acquisition Fund:

first, to all reasonable fees and expenses incurred by, and indemnities owed to, the Escrow Agent in connection herewith as evidenced by its statement forwarded to Lessee and Lessor; and

second, to Lessor to be applied by Lessor for benefit of Lessee either: (a) toward the principal portion of the Rent Payment next coming due under the Lease; or (b) to reimburse the Lessee for the interest portion of their Rental Payments previously made within the past 18 months; or (c) toward a partial prepayment of the principal amount remaining due under the Lease and thereupon Lessor shall prepare and deliver to Lessee a revised Payment Schedule reflecting such partial prepayment of principal.

Upon the Funding Expiration Date stated in Section 1.04 above, the Escrow Agent shall apply the investment earnings on the Equipment Acquisition Fund as set forth in this Section 2.05.

2.06 The Escrow Agent shall not be responsible for the sufficiency of the moneys credited to the Equipment Acquisition Fund to make the payments herein required.

2.07 This Agreement shall terminate upon disbursement by the Escrow Agent of all money held by it hereunder, subject to the provisions of Section 4.

### **SECTION 3. MONEY IN EQUIPMENT ACQUISITIONS FUND; INVESTMENT.**

3.01 The money and investments held by the Escrow Agent under this Agreement are irrevocably held in escrow for the benefit of Lessee and Lessor, and such money, together with any income or interest earned thereon, shall be expended only as provided in this Agreement, and shall not be subject to any security interest or lien, by or for the benefit of any creditor of either Lessee or Lessor; provided, that the money and investments held by the Escrow Agent under this Agreement shall be subject to the security interests provided in Sections 3.07 and 4.03 hereof and further shall be subject to Section 12.04.

3.02 Money held by the Escrow Agent hereunder shall be invested and reinvested by the Escrow Agent at the written direction executed by an Authorized Representative of Lessee in Qualified Investments (as defined below). Such investments shall be registered in the name of the Escrow Agent and held by the Escrow Agent. The Escrow Agent may purchase or sell to itself or any affiliate, as principal or agent, investments authorized by this Section. Such investments and reinvestments shall be made giving consideration for the time at which funds are required to be available. No investment instruction shall be given that would cause the Agreement to be deemed an "arbitrage bond" within the meaning of Section 148(a) of the Internal Revenue Code of 1986, as amended.

3.03 The Escrow Agent shall have no discretion whatsoever with respect to the management, disposition or investment of the Equipment Acquisition Fund. Lessee acknowledges and agrees that all investments made pursuant to this section shall be for the account and risk of Lessee and any losses associated with investments shall be borne solely by Lessee. Escrow Agent shall from time to time invest and reinvest the funds held in the Equipment Acquisition Fund account, as and when instructed by an Authorized Representative of Lessee, in writing, in any one or more of the following (hereinafter, "Qualified Investments"): (a) obligations of the United States of America or any agency created thereby; (b) general obligations of any State of the United States of America; (c) general obligations of any political subdivision of a State of the United States of America, if such obligations are rated by at least two recognized rating services as at least AA; (d) certificates of deposit of any national bank or banks (including, if applicable, Escrow Agent or an affiliate of Escrow Agent) insured by the Federal Deposit Insurance Corporation (FDIC) with a net worth in excess of \$100,000,000.00 ("Acceptable Bank"); (e) obligations of State or Municipal Public Housing Authorities chartered by the United States of America and guaranteed by the United States of America; (f) demand interest bearing accounts of Escrow Agent or an affiliate of Escrow Agent if Escrow Agent or an affiliate of Escrow Agent is an Acceptable Bank; (g) money market funds whose assets are solely invested in obligations listed in (a) through (f) above, including repurchase agreements secured by such obligations and which money market funds are rated in either of the two highest categories of any rating agency of national recognition at the time of purchase, including, without limitation, any other mutual fund for which the Escrow Agent or an affiliate of the Escrow Agent serves as investment manager, administrator, shareholder servicing agent, and/or custodian or subcustodian, notwithstanding that (1) the Escrow Agent or an affiliate of the Escrow Agent receives fees from such funds for services rendered, (2) the Escrow Agent charges and collects fees for services rendered pursuant to this Agreement, which fees are, separate from the fees received from such funds and (3) services performed for such funds and pursuant to this Agreement may at times duplicate those provided to such funds by the Escrow Agent or its affiliates; and (h) any other obligations approved in writing by Lessor. Unless otherwise directed in writing by an Authorized Representative of the Lessee, the Escrow Agent shall invest the Equipment Acquisition Fund, including all income

earnings, as selected by the Lessee on Schedule 1 hereto ("**Schedule 1**") upon the execution of this Agreement. In the event that no election is made by an Authorized Representative of Lessee by the Lessor's Deposit Date, shall remain uninvested.

3.04 If any of the above-described Qualified Investments are **not** legal investments of Lessee or cease to be Qualified Investments, then an Authorized Representative of the Lessee shall immediately notify Escrow Agent which of said Qualified Investments are not legal investments of Lessee or Qualified Investments, as the case may be, and shall provide Escrow Agent with direction to invest funds in accordance with Section 3.03. It is the sole responsibility of the Lessee to ascertain that all investments comply with all applicable federal, state, and local laws, statutes, and policies. The Escrow Agent shall have no duty or obligation to monitor or inquire as to whether any Qualified Investments are legal investments of Lessee or continue to meet the requirements of a Qualified Investment nor have any liability in connection therewith.

3.05 The Escrow Agent shall, without further direction, sell such investments as and when required to make any payment from the Equipment Acquisition Fund, as contemplated herein. Any income received on such investments shall be credited to the Equipment Acquisition Fund.

3.06 The Escrow Agent shall furnish a monthly statement listing all investments to Lessor and to Lessee. The Escrow Agent shall not be responsible or liable for any loss, fees or expenses suffered in connection with any investments of moneys made by it in accordance with this Section. Market values, exchange rates and other valuation information (including without limitation, market value, current value or notional value) of any Qualified Investment furnished in any report or statement may be obtained from third party sources and is furnished for the exclusive use of the Parties. The Escrow Agent has no responsibility whatsoever to determine the market or other value of any Qualified Investment and makes no representation or warranty, express or implied, as to the accuracy of any such valuations or that any values necessarily reflect the proceeds that may be received on the sale of a Qualified Investment. The Escrow Agent shall not act, or deemed to act, as an investment manager or adviser to the Lessee or Lessor.

3.07 Lessee hereby grants Lessor a security interest in the money and investments held by the Escrow Agent under this Agreement as collateral security for the payment and performance of all of Lessee's obligations under the Lease, this Agreement and any agreement, contract or instrument related to the Lease or this Agreement. Lessee represents and warrants to Lessor that the money and investments held by the Escrow Agent under this Agreement are free and clear of any liens, security interests or encumbrances other than the security interests created under this Agreement. Escrow Agent hereby acknowledges that it holds the money and investments held by the Escrow Agent under this Agreement subject to such security interest created by Lessee as bailee for Lessor; provided, that Escrow Agent's security interest in such money and investments as created under Section 4.03 hereof shall be superior to Lessor's security interest therein. It is understood that Escrow Agent has no responsibility with respect to the validity or perfection of the security interest other than to act in accordance with the terms of this Agreement.

#### **SECTION 4. ESCROW AGENT'S AUTHORITY; INDEMNIFICATION.**

4.01 The Escrow Agent may: act in reliance upon any writing, notice, certificate, instruction, instrument or signature which it, in good faith, believes to be genuine and to have been signed by an Authorized Representative of the applicable Party or Parties; assume the validity and accuracy of any statement or assertion contained in such a writing, notice, certificate, instruction or instrument; and assume that any person purporting to give any such writing, notice, certificate, instruction or instrument in connection with the provisions hereof has been duly authorized to do so. Except as expressly provided otherwise in this Agreement, the Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form of, the manner of execution of, or the validity, accuracy or authenticity of any writing, notice, certificate, instruction or instrument deposited with it, nor as to the identity, authority or right of any person executing the same. The Escrow Agent shall not be liable for any action taken, suffered or omitted to be taken by it except to the extent that a final adjudication of a court of competent jurisdiction determines that the Escrow Agent's gross negligence or willful misconduct was the primary cause of any such loss to either Party. The Escrow Agent's duties hereunder (including, without limitation, its duties as to the safekeeping, investment and disbursement of moneys in the Equipment Acquisition Fund) shall be limited to those specifically provided herein. Nothing herein shall be construed to impose an obligation on the part of the Escrow Agent to calculate, evaluate, verify or independently determine the accuracy of any amount received or disbursed by it or any certificate, notice or other information received by it.

The Escrow Agent shall be fully justified in failing or refusing to take any action under this Agreement if such action would, in the reasonable opinion of the Escrow Agent, be contrary to applicable law or this Agreement or is not provided for in this Agreement. As to any fact or matter the manner of ascertainment of which is not specifically described herein, the Escrow Agent shall be entitled to receive and may for all purposes hereof conclusively rely on a certificate, signed by an Authorized Representative of the Lessor and the Lessee, as to such fact or matter, and such certificate shall constitute full protection to the Escrow Agent for any action taken or omitted to be taken by it in good faith in reliance thereon.

4.02 Lessee and Lessor jointly and severally shall indemnify, defend and save harmless the Escrow Agent from any and all claims, liabilities, losses, damages, fines, penalties and expenses (including out-of pocket and incidental expenses and fees and expenses of in house or outside counsel) ("Losses") arising out of or in connection with (i) its execution and performance of this

Agreement, except to the extent and that such Losses are determined by a court of competent jurisdiction through a final order to have been caused by the gross negligence or willful misconduct of the Escrow Agent, or (ii) its following any instructions or other directions from Lessee or the Lessor, except to the extent that its following any such instruction or direction is expressly forbidden by the terms hereof. The provisions of this Section 4.02 shall survive the termination of this Agreement and the resignation or removal of the Escrow Agent for any reason. The indemnifications set forth herein are intended to and shall include the indemnification of all affected agents, directors, officers and employees of the Escrow Agent. In no event shall the Escrow Agent be liable for special, incidental, punitive, indirect or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Escrow Agent has been advised of the likelihood of such loss or damage and regardless of the form of action.

4.03 Lessee and Lessor hereby grant Escrow Agent a first priority security interest in the money and investments held by the Escrow Agent under this Agreement as collateral security for the Losses, costs and expenses of the foregoing under Section 4.02 and for any other expenses, costs, fees or charges of any character or nature which may be incurred by the Escrow Agent (including reasonable attorneys' fees and court costs) relating to any suit (interpleader or otherwise) or other dispute arising between Lessee and Lessor as to the correct interpretation of the Lease, this Agreement or any instructions given to the Escrow Agent hereunder, with the right of the Escrow Agent, regardless of the instructions aforesaid, to hold the said property until and unless said Losses, expenses, costs, fees and charges shall be fully paid.

4.04 Except as otherwise provided in accordance with Section 2.03 above, if Lessee or Lessor disagree about the interpretation of the Lease or this Agreement, about their rights and obligations under the Lease or this Agreement, or about the propriety of any action contemplated by the Escrow Agent hereunder, then the Escrow Agent may, but shall not be required to, file an appropriate civil action to resolve the disagreement. Lessee and Lessor shall pay all costs, including reasonable attorneys' fees, in connection with such action. Unless the Escrow Agent has received a notice of an event of default under the Lease or of a termination of the Lease due to a non-appropriation event or non-renewal event under the Lease in accordance with Section 2.03 above, if Escrow Agent receives conflicting instructions from the Parties, the Escrow Agent shall be entitled and fully protected in (a) suspending all or any part of its activities under this Agreement until it shall be given a joint written direction executed by Authorized Representatives of the Parties which eliminates such conflict or by a final court order or (b) file an action in interpleader. Lessor and Lessee agree to pursue any redress or recourse in connection with any dispute without making the Escrow Agent a party to the same.

4.05 Escrow Agent may execute any of its powers and perform any of its duties hereunder directly or through affiliates or agents.

4.06 The Escrow Agent may consult with counsel of its own choice and shall have full and complete authorization and protection with the opinion or advice of such counsel. The Escrow Agent shall otherwise not be liable for any mistakes of facts or errors of judgment, or for any acts or omissions of any kind unless caused by the Escrow Agent's gross negligence or willful misconduct. None of the provisions contained in this Agreement shall require the Escrow Agent to risk, use or advance its own funds or otherwise incur any liability, financial or otherwise, in the performance of any of its duties or the exercise of any of its rights or powers hereunder. In no event shall the Escrow Agent be liable (i) for acting in accordance with, or conclusively relying upon, any certificate, notice, or other document from the Lessor or the Lessee, as applicable, or (ii) for an amount in excess of the value of any cash held by it hereunder.

## **SECTION 5. CHANGE OF ESCROW AGENT.**

5.01 Upon agreement of the parties hereto, a national banking association or a state bank having capital (exclusive of borrowed capital) and surplus of at least \$10,000,000.00, qualified as a depository of public funds, may be substituted to act as Escrow Agent under this Agreement. Such substitution shall not be deemed to affect the rights or obligations of the parties hereto. Upon any such substitution, the Escrow Agent agrees to assign to such substitute Escrow Agent all of its rights under this Agreement.

5.02 The Escrow Agent may resign and be discharged from its duties hereunder at any time by giving thirty (30) calendar days' prior written notice of such resignation to the Lessee and Lessor. The Lessee and Lessor may remove the Escrow Agent at any time by giving thirty (30) calendar days' prior written notice to the Escrow Agent. Upon such notice, a successor escrow agent shall be appointed by the Lessor and Lessee, who shall provide written notice of such to the resigning Escrow Agent. Such successor escrow agent shall become the escrow agent hereunder upon the resignation or removal date specified in such notice. If the Lessor and Lessee are unable to agree upon a successor escrow agent within thirty (30) days after such notice, the Escrow Agent may, in its sole discretion, deliver the Equipment Acquisition Fund to the Lessor at the address provided herein or may apply to a court of competent jurisdiction for the appointment of a successor escrow agent or for other appropriate relief. The costs and expenses (including its attorneys' fees and expenses) incurred by the Escrow Agent in connection with such proceeding shall be paid by the Lessee and Lessor. Upon receipt of the identity of the successor escrow agent, the Escrow Agent shall either deliver the funds then held in the Equipment Acquisition Fund hereunder (the "Escrow Property") to the successor Escrow Agent, less the Escrow Agent's fees, costs and expenses or other obligations owed to the Escrow Agent to be paid from any interest earned in respect of the Escrow Property, or hold any interest earned in respect of the Escrow Property (or any portion thereof), pending distribution, until all such fees, costs and expenses or other obligations are paid. Upon its resignation and delivery of the Escrow Property as set forth in this Section, the

Escrow Agent shall be discharged of and from any and all further obligations arising in connection with the Escrow Property or this Agreement.

5.03 The Escrow Agent may appoint an agent to exercise any of the powers, rights or remedies granted to the Escrow Agent under this Agreement, to hold title to property or to take any other action which may be desirable or necessary hereunder.

5.04 Any corporation, association or other entity into which the Escrow Agent may be converted or merged, or with which it may be consolidated, or to which it may sell or otherwise transfer all or substantially all of its corporate trust assets and business to any corporation, association or other entity resulting from any such conversion, sale, merger consolidation or other transfer to which it is a party, *ipso facto*, shall be and become successor escrow agent hereunder, vested with all other matters as was its predecessor, without the execution or filing of any instrument or any further act on the part of the parties hereto, notwithstanding anything herein to the contrary.

## **SECTION 6. ADMINISTRATIVE PROVISIONS.**

6.01 The Escrow Agent shall keep complete and accurate records of all money received and disbursed under this Agreement, which shall be available for inspection by Lessee or Lessor, or the agent of either of them, upon reasonable notice, at any time during regular business hours.

6.02 This Agreement shall be construed and governed in accordance with the laws of the State where Lessee is located; with the exception of the services of the Escrow Agent, which shall be construed and governed in accordance with the laws of the State of New York. Each Party irrevocably waives any objection on the grounds of venue, forum non-conveniens or any similar grounds and irrevocably consents to service of process by mail or in any other manner permitted by applicable law and consents to the jurisdiction of the courts located in the State where the Lessee is located. To the extent that in any jurisdiction either Party may now or hereafter be entitled to claim for itself or its assets, immunity from suit, execution, attachment (before or after judgment) or other legal process, such Party shall not claim, and hereby irrevocably waives, such immunity.

6.03 The Parties represent, warrant and covenant that each document, notice, instruction or request provided by such Party to Escrow Agent shall comply with applicable laws and regulations. Any provision of this Agreement found to be prohibited by law shall be ineffective only to the extent of such prohibition, and shall not invalidate the remainder of this Agreement.

6.04 This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. Any entity into which the Escrow Agent may be merged or converted or with which it may be consolidated, or any entity to which all or substantially all the escrow business may be transferred, shall be the Escrow Agent under this Agreement without further act. Specifically, the term "Lessor" as used herein means any person or entity to whom Lessor has assigned its right to receive Rent Payments under the Lease and any other payments due to Lessor hereunder from and after the date when a written notice of such assignment is filed with the Escrow Agent; provided, however, neither this Agreement nor any right or interest hereunder may be assigned by the Lessor or the Lessee without the prior consent of Escrow Agent and the other Party; unless the assignment is to JPMorgan Chase & Co., then consent will not be required.

6.05 This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same Agreement. Except as expressly provided in Section 4 above, nothing in this Agreement, whether express or implied, shall be construed to give to any person or entity other than Escrow Agent and the Parties any legal or equitable right, remedy, interest or claim under or in respect of the Equipment Acquisition Fund or this Agreement.

6.06 All signatures of the Parties to this Agreement may be transmitted by a Portable Document Format ("PDF"), and PDF will, for all purposes, be deemed to be the original signature of such Party whose signature it reproduces, and will be binding upon such Party.

## **SECTION 7. SECURITY PROCEDURES.**

In the event funds transfer instructions are given (whether in writing or by PDF), executed by the appropriate Party or Parties as evidenced by the signatures of the person or persons signing this Agreement or one of their designated persons as set forth in Schedule 2 (each an "Authorized Representative"), and delivered to the Escrow Agent in accordance with Section 9.02, the undersigned is authorized to certify that the signatories on Schedule 2 are specimen signatures of each of their respective Authorized Representatives. The Escrow Agent and the beneficiary's bank in any funds transfer may rely solely upon any account numbers or similar identifying numbers provided by the Lessee or Lessor to identify (i) the beneficiary, (ii) the beneficiary's bank, or (iii) an intermediary bank. The Escrow Agent may apply any of the escrowed funds for any payment order it executes using any such identifying number, even where its use may result in a person other than the beneficiary being paid, or the transfer of funds to a bank other than the beneficiary's bank or an intermediary bank designated. The Lessor and Lessee acknowledge that these security procedures are commercially reasonable.



The Lessor and the Lessee acknowledge that the Escrow Agent may also conduct any additional security procedures as may be required in accordance with the Escrow Agent's internal practices and procedures in effect from time to time.

#### **SECTION 8. ESCROW AGENT FEES.**

**\$1,500** ("Administration Fee"). As compensation for Escrow Agent's services hereunder, Lessee agrees to pay Escrow Agent the above Administration Fee. If the Administration Fee is payable by Lessee, then Lessee authorizes Escrow Agent either to deduct said Administration Fee from the interest and earnings otherwise payable to Lessee under this Agreement or to bill and collect said Administration Fee at any time. In addition, Lessee agrees to reimburse Escrow Agent for its reasonable out-of-pocket costs and expenses and any reasonable extraordinary fees and expenses for performing its obligations hereunder (including, but not limited to, attorney's fees and expenses) and to pay all other amounts expressly due and payable to Escrow Agent hereunder. The Escrow Agent may impose, charge, pass-through and modify fees and/or charges for any account established and services provided by the Escrow Agent, including but not limited to, transactions, maintenance, balance-deficiency, and service fees, agency or trade execution fees, and other charges, including those levied by any governmental authority.

#### **SECTION 9. NOTICES.**

9.01 Notwithstanding anything to the contrary as set forth in Section 9.02, any notices and demands under or related to this document shall be in writing and delivered to the intended Party at its address stated herein. Subject to Section 9.02, notice shall be deemed sufficiently given or made (a) upon receipt if delivered by hand, (b) on the Delivery Day after the day of deposit with a nationally recognized courier service, (c) on the third Delivery Day after the day of deposit in the United States mail, sent certified, postage prepaid with return receipt requested, (d) only if to Lessee, on the third Delivery Day after the notice is deposited in the United States mail, postage prepaid, and (e) upon receipt if delivered by facsimile, telecopy, electronic mail (with an attachment in PDF or similar format) and electronic confirmation of error free receipt is received. "Delivery Day" means a day other than a Saturday, a Sunday, or any other day on which national banking associations and banks in the City of New York are authorized to be closed. Any Party may change its address for the purposes of the receipt of notices and demands by giving notice of such change in the manner provided in this provision.

9.02 Any instructions setting forth, claiming, containing, objecting to, or in any way related to the transfer or distribution of funds, including but not limited to any such funds transfer instructions that may otherwise be set forth in a written instruction permitted pursuant to Section 2 of this Agreement, shall be given to the Escrow Agent in writing, be executed by an Authorized Representative and sent as a PDF attached to an email only. No instruction for or related to the transfer or distribution of the Equipment Acquisition Fund shall be deemed delivered and effective unless Escrow Agent actually shall have received it on a Delivery Day as a PDF attached to an email only at the email address set forth in this Section 9.02 and as evidenced by a confirmed transmittal to the Party's or Parties email address and Escrow Agent has been able to satisfy any applicable security procedures as may be required hereunder. The Escrow Agent shall not be liable to any Party or other person for refraining from acting upon any instruction for or related to the transfer or distribution of the Equipment Acquisition Fund if delivered to any other fax number or email address, including but not limited to a valid email address of any employee of the Escrow Agent. The Lessor and Lessee acknowledge that there are certain security, corruption, transmission error and access availability risks associated with using open networks such as the internet and the Parties hereby expressly assume such risks.

Notices shall be addressed as follows:

- (i) If to the Lessee:  
CITY OF YUBA CITY  
1201 CIVIC CENTER BLVD  
YUBA CITY, CA 95993  
Attn:  
Telephone:  
Email:
- (ii) If to the Lessor:  
JPMORGAN CHASE BANK, N.A.  
1111 POLARIS PARKWAY, SUITE 1A  
MAIL CODE OH1-1085  
COLUMBUS, OHIO 43240  
Attention: GHN Operations Manager  
Email: [cefi.escrow.disbursement.request@jpmchase.com](mailto:cefi.escrow.disbursement.request@jpmchase.com)
- (iii) If to the Escrow Agent:  
TMI Trust Company  
5901 Peachtree Dunwoody Road, Suite C-495

Atlanta, GA 30328  
Attention: Lorraine Saunders and Debra Schachel  
Email: [lsaunders@tmico.com](mailto:lsaunders@tmico.com) and [dschachel@tmico.com](mailto:dschachel@tmico.com)

## **SECTION 10. FORCE MAJEURE.**

Notwithstanding any other provision of this Agreement, no Party to this Agreement is liable to any other Party for losses due to, or if it is unable to perform its obligations under the terms of this Agreement because of acts of God, war, terrorism, fire, floods, strikes, electrical outages, equipment or transmission failures, pandemics, epidemics, or other causes reasonably beyond its control.

## **SECTION 11. JURY WAIVER.**

ALL PARTIES TO THIS AGREEMENT WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTER CLAIM BROUGHT BY ANY PARTY AGAINST ANOTHER PARTY ON ANY MATTER WHATSOEVER ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY RELATED TO THIS AGREEMENT.

## **SECTION 12. MISCELLANEOUS.**

**12.01 Patriot Act Section 326 Customer Identification Program.** In order to comply with the laws, rules, regulations and executive orders in effect from time to time applicable to banking institutions, including, without limitation, those relating to the funding of terrorist activities and money laundering, including Section 326 of the USA PATRIOT Act of the United States ("Applicable Law"), the Escrow Agent is required to obtain, verify, record and update certain information relating to individuals and entities which maintain a business relationship with the Escrow Agent. Accordingly, each of the parties agree to provide to the Escrow Agent, upon their request from time to time such identifying information and documentation as may be available for such party in order to enable the Escrow Agent to comply with Applicable Law.

**12.02 Taxpayer Identification Numbers ("TINs").** The other Parties have provided the Escrow Agent with their respective fully executed Internal Revenue Service ("IRS") Form W-8, or W-9 and/or other required documentation. The other Parties each represent that its correct TIN assigned by the IRS, or any other taxing authority, is set forth in the delivered forms.

**12.03 Tax Reporting.** All interest or other income earned under the Agreement shall be allocated to the Lessee and reported by the Escrow Agent to the IRS, or any other taxing authority, on IRS Form 1099 or 1042S (or other appropriate form) as income earned from the Equipment Acquisition Fund by the Lessee whether or not said income has been distributed during such year. The Lessor and Lessee hereby represent to the Escrow Agent that no other tax reporting of any kind is required given the underlying transaction giving rise to this Agreement. Escrow Agent shall withhold any taxes it deems appropriate, including but not limited to required withholding, in the absence of proper tax documentation or as required by law, and shall remit such taxes to the appropriate authorities.

**12.04 Court Orders.** In the event that any of the Equipment Acquisition Fund shall be attached, garnished, levied upon, or otherwise be subject to any court order, or the delivery thereof shall be stayed or enjoined by an order of a court, the Escrow Agent is hereby expressly authorized, in its sole discretion, to obey and comply with all such orders so entered or issued, which it is advised by legal counsel of its own choosing is binding upon it, whether with or without jurisdiction, and in the event that the Escrow Agent obeys or complies with any such order it shall not be liable to any of the Parties hereto or to any other person by reason of such compliance notwithstanding such order be subsequently reversed, modified, annulled, set aside or vacated.

(The next page is the signature page)

**ESCROW AGREEMENT  
SIGNATURE PAGE**

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

**CITY OF YUBA CITY**

(Lessee)

**JPMORGAN CHASE BANK, N.A.**

(Lessor)

By: \_\_\_\_\_  By: \_\_\_\_\_

Name: \_\_\_\_\_  Name: \_\_\_\_\_

Title: \_\_\_\_\_  Title: Authorized Officer

**TMI Trust Company** as escrow agent

(Escrow Agent)

By: \_\_\_\_\_

Title: \_\_\_\_\_

**Attachments:**     Schedule 1 (Investment Authorization)

Schedule 2 (Name/telephone # of call-back person(s) designated by Section 7 above)

## Schedule 1

### Investment Authorization

**Lessee:** CITY OF YUBA CITY

**Lease No.:** 1000149922

**Investment:** SELECT QUALIFIED INVESTMENT BELOW

☐ During the term of this Agreement, the Equipment Acquisition Fund shall remain in a Non-Interest Bearing Account.

☐ During the term of this Agreement, the Equipment Acquisition Fund shall remain in an Interest Bearing Deposit Account, which shall accrue at an annual interest rate of the Effective Federal Funds Rate ("EFFR"), as published by the New York Federal Reserve, minus 375 basis points.

☐ A money market mutual fund, including without limitation a Money Market Mutual Fund (collectively, "MMMF"), as selected by Lessee below.

Check One (if the money market mutual fund option is selected above):

- ☐ Goldman Sachs Financial Square Government Fund – Service (467)
- ☐ Dreyfus Government Cash Management Fund – Participant (597)
- ☐ BlackRock Liquidity Funds Treasury Fund – Cash Management (34)
- ☐ Goldman Sachs Financial Square Treasury Obligations Fund – Service (470)
- ☐ BlackRock Liquidity Funds Federal Fund – Cash Management (87)
- ☐ Goldman Sachs Financial Square Federal Instruments Fund – Service (4685)

#### Notes related to MMMFs:

- 1) An investment in any of the above investment options is subject to the availability of such money market mutual fund. If the selected investment is not available at the present time you will be contacted by a TMI Trust Company representative.
- 2) Lessee confirms that each investment instrument above has a rating not lower than the highest rating category from both Standard & Poor's and Moody's.
- 3) Lessee acknowledges that the Escrow Agent may receive fees from the invested funds for services rendered separate from the fees for services rendered by Escrow Agent as further provided within this Agreement. MMMFs have rates of compensation that may vary from time to time based upon market conditions. The Escrow Agent shall not be responsible or liable for any loss suffered in connection with any investments of moneys made by it in accordance with Section 3 of the Agreement.
- 4) The Lessee, hereby acknowledges and confirms that it makes its own investment decisions and has not been offered any advice or recommendation on investing in any MMMF and if selected above, is based upon Lessee's independent review of prospectuses previously delivered to Lessee. The Lessee recognizes and agrees that the Escrow Agent has not and will not provide supervision, recommendations or advice relating to either the investment of moneys held in the Equipment Acquisition Fund account or the purchase, sale, retention or other disposition of any Qualified Investment.
- 5) Market values, exchange rates and other valuation information (including without limitation, market value, current value or notional value) of any MMMF furnished in any report or statement may be obtained from third party sources and is furnished for the exclusive use of the Lessee and Lessor. Escrow Agent has no responsibility whatsoever to determine the market or other value of any MMMF or other non-cash Qualified Investments and makes no representation or warranty, express or implied, as to the accuracy of any such valuations or that any values necessarily reflect the proceeds that may be received on the sale of an MMMF or such Qualified Investments.
- 6) **SHAREHOLDER SERVICES FEES:** Lessee acknowledges that the MMMF is authorized to make payments from its management fee or any other source available to parties such as banks or broker-dealers ("Service Organizations") that provide shareholder support services to the MMMF and that Service Organizations currently are compensated at a rate of up to the Maximum Rate of .50% annually of the average net assets of each MMMF with respect to which they provide or have provided shareholder support services. Lessee further acknowledges that the Escrow Agent is a Service Organization and

may be paid, and hereby consents to such payment, by the MMMF up to the Maximum Rate annually of the average daily balance of the Equipment Acquisition Fund invested in the MMMF for shareholder support services rendered to the MMMF by the Escrow Agent, which services may include, without limitation, answering client's inquiries regarding the Fund, assistance to clients in changing dividend options, account designations and addresses, processing purchase and redemption transactions, providing periodic statements showing a client's account balance and the integration of such statement with other transactions, arranging for wires, and providing such other information and services as the MMMF's distributor or Lessee reasonably may request. Lessee further acknowledges that the MMMF may purchase securities from or through the Escrow Agent or its affiliates, may engage in repurchase transactions with the Escrow Agent or its affiliates, may place funds on deposit in accounts with the Escrow Agent or its affiliates and receive interest income thereon and may obtain other services from the Escrow Agent or its affiliates for which the Escrow Agent or its affiliates may be paid a fee.

This investment authorization and direction will remain in effect until and unless expressly revoked or superseded in writing and shall specify the type and identity of the investments to be purchased and/or sold.

## SCHEDULE 2

### Telephone Number(s) and Signature(s) for Person(s) Designated to Give Funds Transfer Instructions

If from Lessee:

|    | <u>Name</u> | <u>Telephone Number</u> | <u>Signature</u> |
|----|-------------|-------------------------|------------------|
| 1. | _____       | _____                   | _____            |
| 2. | _____       | _____                   | _____            |
| 3. | _____       | _____                   | _____            |

### Email(s) and Signature(s) for Person(s) Designated to Receive Escrow Statements/Notices

|    | <u>Name</u> | <u>Email</u> | <u>Signature</u> |
|----|-------------|--------------|------------------|
| 1. | _____       | _____        | _____            |
| 2. | _____       | _____        | _____            |

---

If from Lessor:

|    | <u>Name</u>            | <u>Telephone Number</u> | <u>Signature</u>             |
|----|------------------------|-------------------------|------------------------------|
| 1. | Karen L Williams       | 312-385-7005            | (Standing Signature on File) |
| 2. | Anastasia L. McClellan | 614-213-4876            | (Standing Signature on File) |
| 3. | Kris Hewitt            | 614-213-8581            | (Standing Signature on File) |
| 4. | Meron Gola             | 614-217-4670            | (Standing Signature on File) |
| 5. | Lourdes Roman          | 312-732-6444            | (Standing Signature on File) |
| 6. | Kerry Stygler          | 614-213-4400            | (Standing Signature on File) |
| 7. | Rita Lyle              | 312-954-3763            | (Standing Signature on File) |
| 8. | Edgar Lopez            | 312-954-0046            | (Standing Signature on File) |
| 9. | James Polpiboon        | 312-732-3788            | (Standing Signature on File) |

All instructions, including but not limited to funds transfer instructions, whether transmitted by facsimile or set forth in a PDF attached to an email, must include the signature of the Authorized Representative authorizing said funds transfer on behalf of the Party.

**SCHEDULE A-1**  
(Equipment List)

**Expected Equipment Purchase Price:**    **\$611,203.55**

**Net Amount Financed:**                      **\$611,203.55**

**Equipment Location:**                      **Yuba City Fire Station 2**  
                                                         **1641 Gray Avenue**  
                                                         **Yuba City, CA 95991**

**Equipment Description:**                      **(1) Type III Fire Truck**

TOGETHER WITH ALL ATTACHMENTS, ADDITIONS, ACCESSIONS, PARTS, REPAIRS, IMPROVEMENTS, REPLACEMENTS AND SUBSTITUTIONS THERETO.

This Schedule A-1 is attached to the Lease Schedule **1000149922** or a Receipt Certificate/Payment Request relating to the Lease Schedule.

**ESCROW FUNDING SCHEDULE ADDENDUM  
AND ARBITRAGE CERTIFICATE**

**Dated as of:**           **OCTOBER 13, 2023**

**Lease Schedule No.:** **1000149922**

**Lessee:**               **CITY OF YUBA CITY**

**Escrow Agent:**       **TMI TRUST COMPANY**

**Escrow Agreement dated as of:**       **OCTOBER 13, 2023**

**Amount To Be Deposited Into Escrow:** **\$611,203.55 ("Lessor's Deposit")**

Reference is made to the above Lease Schedule ("Schedule") to the Master Lease-Purchase Agreement identified in the Schedule ("Master Lease") by and between **JPMORGAN CHASE BANK, N.A.** ("Lessor") and the above lessee ("Lessee"). As used herein, "Lease" shall mean the Schedule and the Master Lease, but only to the extent that the Master Lease relates to the Schedule. This Addendum amends and modifies the terms and conditions of the Lease and is hereby made a part of the Lease. Unless otherwise defined herein, capitalized terms defined in the Master Lease shall have the same meaning when used herein.

NOW, THEREFORE, as part of the valuable consideration to induce the execution of the Lease, Lessor and Lessee hereby agree to amend the Lease as follows:

1. Lessee and Lessor together with the above Escrow Agent ("Escrow Agent") have entered into the above Escrow Agreement ("Escrow Agreement") establishing a fund ("Equipment Acquisition Fund") from which the Purchase Price of the Equipment will be paid.

2. Lessor shall deposit such amount into escrow as is required by the Escrow Agreement, which amount shall be credited to the Equipment Acquisition Fund. Lessee shall pay the balance of the Purchase Price of the Equipment, either by deposit in escrow to the Equipment Acquisition Fund or by direct payment to the Suppliers of the Equipment.

3. The Lease Term of the Lease shall commence on the earlier of the date specified in the Payment Schedule to the Schedule or the date of Lessor's deposit of funds into the Equipment Acquisition Fund. Notwithstanding the statements regarding delivery and acceptance of the Equipment in the Schedule, the parties acknowledge that the Equipment will be accepted as provided in the Escrow Agreement.

4. The delivery of documents and the satisfaction of any other conditions required by the Escrow Agreement or this Addendum shall be additional Funding Conditions for the Lease.

5. Upon Lessee's execution of the Escrow Agreement, Lessee hereby represents and warrants to Lessor that: (a) Lessee has full power, authority and legal right to execute and deliver the Escrow Agreement and to perform its obligations under the Escrow Agreement, and all such actions have been duly authorized by appropriate findings and actions of Lessee's governing body; (b) the Escrow Agreement has been duly executed and delivered by Lessee and constitutes a legal, valid and binding obligation of Lessee, enforceable in accordance with its terms; and (c) the Escrow Agreement is authorized under, and the authorization, execution and delivery of the Escrow Agreement complies with, all applicable federal, state and local laws and regulations (including, but not limited to, all open meeting, public bidding and public investment laws) and all applicable judgments and court orders.

6. The opinion of Lessee's legal counsel will include statements to the same effect as the representations of Lessee in paragraph 5 above.

7. It shall be an additional event of default under the Lease if Lessee fails to pay or perform any of its obligations under the Escrow Agreement or this Addendum or if any of the representations of Lessee in the Escrow Agreement or this Addendum prove to be false, misleading or erroneous in any material respect.

8. **ARBITRAGE CERTIFICATE.** The authorized representative of Lessee who executes this Addendum hereby certifies that he/she is the duly qualified and acting representative of Lessee with the title set forth below his/her signature hereon; that Lessee has executed and delivered the Schedule and the Master Lease (collectively, the "Lease"); that Lessee is a political subdivision of the State identified in the Lease; and that in his/her official capacity as such officer he/she is responsible for executing and delivering, on



behalf of the Lessee, the Lease and this Addendum. This paragraph of this Addendum (hereinafter, this paragraph shall be identified as the "Arbitrage Certificate") is being issued by Lessee as a "no arbitrage certificate" pursuant to Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and Treasury Regulations, Sections 1.148-0 through 1.148.11 (the "Regulations"). Lessee represents and warrants to Lessor that the following facts, estimates and circumstances are in existence on the date of this Arbitrage Certificate or are reasonably expect to occur hereafter.

(a) The Lease provides for the lease of the Equipment described in the Lease by Lessor to Lessee. Under the Lease, Lessee is required to make Rent Payments with respect to the Equipment, comprising principal and interest, on the dates and in the amounts stated in the Payment Schedule to the Lease.

(b) Pursuant to the Lease and for the purpose of meeting its obligations thereunder and assuring the Lessee of the availability of monies needed to pay the cost of the Equipment when due, Lessee, Lessor and the Escrow Agent have executed the Escrow Agreement.

(c) Contracts or purchase orders providing for the acquisition and delivery of the Equipment have been issued by Lessee to Equipment Vendors therefor and the Equipment will be acquired and installed with due diligence. Based upon the provisions of the contracts or purchase orders, the Equipment will be acquired and installed no later than **eighteen (18) months** from the date of the Escrow Agreement ("Funding Expiration Date").

(d) The Escrow Agreement provides that Lessor shall deposit the Lessor's Deposit into escrow to be credited to the Equipment Acquisition Fund created by the Escrow Agreement and utilized to pay for the Equipment as provided therein. It is presently expected that all such funds initially credited to the Equipment Acquisition Fund shall be disbursed to pay for the Equipment, but any such amounts ultimately determined not to be needed for such purposes and the interest earnings on the amounts held in escrow shall be utilized on or after the Funding Expiration Date to pay part of the principal due under the Lease, as provided in the Escrow Agreement.

(e) All of the spendable proceeds of the Lease will be expended on the Equipment and related expenses on or before the Funding Expiration Date.

(f) The original proceeds of the Lease, and interest to be earned thereon, do not exceed the amount necessary for the purpose for which the Lease is issued.

(g) The interest of Lessee in the Equipment has not been and is not expected during the term of the Lease to be sold or disposed of by Lessee.

(h) No sinking fund is expected to be created by Lessee with respect to the Lease and Rental Payments.

(i) Lessee represents, warrants and covenants to one of the following statements of this clause (i) as is initialed by Lessee below [and if Lessee fails to initial its selection, then subclause (A) shall be deemed to have been selected by Lessee]:

\_\_\_\_\_ (A) 100% of the proceeds of the Lease shall be paid for the acquisition of the Equipment within 18 months of the date of the Escrow Agreement in accordance with the following schedule:

No less than 15% within 6 months of the date of the Escrow Agreement;  
No less than 60% within 12 months of the date of the Escrow Agreement; and  
No less than 100% within 18 months of the date of the Escrow Agreement.

\_\_\_\_\_ (B) 100% of the proceeds of the Lease shall be paid for the acquisition of the Equipment within 6 months of the date of the Escrow Agreement.

\_\_\_\_\_ (C) Lessee qualifies for the "small issuer" exemption in section 148(f)(4)(D) of the Code because all of the following are true: (1) Lessee is a governmental unit with general taxing powers, and (2) the Lease is not a "private activity bond" as defined in Section 141 of the Code, and (3) 95% or more of the proceeds of the Lease shall be used for the governmental activities of Lessee, and (4) the aggregate face amount of all tax exempt bonds and other tax exempt obligations (other than "private activity bonds") issued by Lessee (and any subordinate entities of Lessee as contemplated by Section 148(f) of the Code) during the calendar year in which the Lease is issued is not reasonably expected to exceed \$5,000,000.00.

(j) Lessee hereby covenants that Lessee shall comply with all of the requirements of the Code and Regulations relating to the rebate of arbitrage profit to the United States of America (including, without limitation Section 148(f) of the Code) and will rebate to the United States of America all arbitrage profit required thereby.

(k) To the best of the knowledge and belief of the undersigned, the expectations of Lessee, as set forth above, are reasonable; and there are no present facts, estimates and circumstances which would change the foregoing expectations.

(l) Lessee has not been notified of the listing or proposed listing of it by the Internal Revenue Service as an issuer whose arbitrage certificates may not be relied upon.

9. If there is a partial prepayment of principal pursuant to the terms of either clause (c) of Section 2.04 second of the Escrow Agreement or clause (c) of Section 2.05 second of the Escrow Agreement, then in addition to the payment of the Partial Principal Amount, a Break Funding Charge (as defined below) shall be due and payable if (i) exceeds (ii) where (i) equals the interest portion of each of the Rent Payments which would have been paid if such prepayment had not occurred calculated at the interest rate swap including any forward rate swap, if any, which Lessor shall be deemed to have entered into on the earlier of (a) the date the Lease was originally funded or (b) the date a rate lock letter was signed, if any, and (ii) equals the interest portion of each of the Rent Payments which would have been paid if such prepayment had not occurred calculated at the interest rate swap which Lessor shall be deemed to have entered into on the date of prepayment (the "Replacement Swap"). The "Break Funding Charge" equals the present value of the difference between (i) and (ii) for each interest period discounted to a net present value as of the date of prepayment using the fixed interest rate of the Replacement Swap. Lessee acknowledges that (i) Lessor might not fund or hedge its fixed-rate loan portfolio or any prepayment thereof on a loan-by-loan basis at all times, and agrees that the Break Funding Charge is a reasonable and appropriate method of calculating liquidated damages for any prepayment irrespective of whether any of the foregoing hedging transactions have in fact occurred or occurred precisely as stated with respect to the Lease and (ii) all calculations and determinations by the Lessor of the Break Funding Charge or of any element thereof, if made in accordance with its then standard procedures for so calculating or determining such amounts, shall be conclusive absent manifest arithmetic error.

10. Except as expressly amended by this Addendum and other modifications signed by Lessor, the Lease remains unchanged and in full force and effect.

(The next page is the signature page)

ESCROW FUNDING SCHEDULE ADDENDUM  
AND ARBITRAGE CERTIFICATE  
SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date first referenced above.

CITY OF YUBA CITY  
(Lessee)

JPMORGAN CHASE BANK, N.A.  
(Lessor)

By: \_\_\_\_\_  
Title: \_\_\_\_\_

*SIGN HERE*

*INSERT TITLE*

By: \_\_\_\_\_  
Title: Authorized Officer

## **Requesting Escrow Disbursement**

To request an escrow disbursement, the following documents should be emailed to: [cefi.escrow.disbursement.request@jpmchase.com](mailto:cefi.escrow.disbursement.request@jpmchase.com)

### **Excel Spreadsheet (required when more than 5 invoices are submitted for payment)**

- **Include Excel spreadsheet listing the following information**

| Vendor Name | Invoice # | Equip. Desc. | VIN/Serial # | Invoice Amount |
|-------------|-----------|--------------|--------------|----------------|
|             |           |              |              |                |
|             |           |              |              |                |
|             |           |              |              |                |

### **Invoice(s)**

- ✓ Should have a clear description of the equipment including Serial Numbers
- ✓ Should reflect the total amount of the equipment, along with any progress payment due
- ✓ The Purchaser shown on the invoice
- ✓ **Wire Transfer instructions of the vendor**

**W-9** from the vendor is required for all vendor payments

### **Vehicle Attachment(s)**

If the payment is for an Attachment to a Vehicle, the Invoice clearly reflects the VIN # of the vehicle for the attachment.

If **reimbursement** for previously paid invoices is being requested, also provide Proof of Payment:

- ✓ Copy of the Wire Confirmation
- ✓ Copy of cancelled check front and back
- ✓ Bank Wiring instructions for the account where the funds are to be deposited

If the escrow disbursement is **for titled vehicles**:

- ✓ Copy of the Title/MSO front and back or Copy of the Title Application showing:
  - Purchaser = Legal Entity name of client as shown on the Lease Financing Documents
  - Lienholder = JPMorgan Chase Bank, N.A., P>O> Box 6026, Chicago, IL 60680 (LA does not require JPMorgan Chase Bank, N.A. to be listed as lien holder on title applications.)

### **Completing the Information on the Authorization Form**

#### **Indicate if the request being submitted is a Final Request (section 4)**

- ✓ The payee name should reflect who we are disbursing funds to
- ✓ Multiple invoices can be grouped together for a unique vendor (please include a spreadsheet of each of the invoices to be paid and note "see attached" on the invoice detail line).
- ✓ Disbursement requests **must be signed by an authorized signer as shown on the Certificate of Incumbency, Resolution or Schedule 2 of the escrow agreement.**
- ✓ Certain Wire transfers will require a callback performed on a recorded line to verify wiring instructions to us on the payment request form. In order to expedite this process, please provide Loan Contact information on Page 3 of the payment request form.

### **Insurance certificate is required for all delivered equipment which certificate includes and is not limited to:**

1. PHYSICAL DAMAGE
  - a. Replacement cost coverage for the equipment (physical damage coverage for vehicles) identified on the attached Schedule A-1 and the equipment cost referenced on same.
  - b. "JPMorgan Chase Bank, N.A., its parent and affiliates, successors or assigns" shall be named as Lender's Loss Payee.
2. LIABILITY
  - a. General liability and Auto liability coverage as required must be provided in the amount of **\$1,000,000.00**, or in the State of Texas in the amount of \$300,000.00.
  - b. "JPMorgan Chase Bank, N.A., its parent and affiliates, successors or assigns" shall be named as Additional Insured.
3. Please reference the Insurance Request Letter for further details.

## ESCROW RECEIPT CERTIFICATE/PAYMENT REQUEST

**Dated:** \_\_\_\_\_, 20\_\_\_\_

**Lease Schedule No:** 1000149922 dated October 13, 2023

**Escrow Agreement Dated:** October 13, 2023

1. The undersigned Lessee of the above Lease Schedule and its Master Lease-Purchase Agreement (collectively, the "Lease") hereby acknowledges receipt in good condition of all of the Equipment described on Schedule A-1 to this Receipt Certificate/Payment Request as of the following Acceptance Date and hereby confirms that the Equipment has been installed at the following location:

**Acceptance Date:** \_\_\_\_\_

**Equipment Location:** See Attached Schedule A-1

2. Lessee agrees that (a) the undersigned Lessor has not selected, manufactured, sold or supplied any of the Equipment, (b) Lessee has selected all of the Equipment and its suppliers, and (c) Lessee has received a copy of, and approved, the purchase orders or purchase contracts for the Equipment.
3. **AS BETWEEN LESSEE AND LESSOR, LESSEE AGREES THAT: (a) LESSEE HAS RECEIVED, INSPECTED AND APPROVED ALL OF THE EQUIPMENT; (b) ALL EQUIPMENT IS IN GOOD WORKING ORDER AND COMPLIES WITH ALL PURCHASE ORDERS OR CONTRACTS AND ALL APPLICABLE SPECIFICATIONS; (c) LESSEE IRREVOCABLY ACCEPTS ALL EQUIPMENT FOR PURPOSES OF THE LEASE "AS-IS, WHERE-IS" WITH ALL FAULTS; AND (d) LESSEE UNCONDITIONALLY WAIVES ANY RIGHT THAT IT MAY HAVE TO REVOKE ITS ACCEPTANCE OF THE EQUIPMENT.**
4. Lessee and Lessor hereby request that the Escrow Agent identified in the above Escrow Agreement pay from the Equipment Acquisition Fund established under the Escrow Agreement to each party designated below as Payee, the amount stated below in payment of all or part of the Purchase Price (as such term is used in the Escrow Agreement) as stated below. Lessee hereby confirms that said amount is due and payable under a purchase order or contract relating to the Equipment described herein and has not formed the basis of any prior request for payment.

---

**Payee #1:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Invoice Number: \_\_\_\_\_ Date: \_\_\_\_\_

Amount: \$ \_\_\_\_\_

**WIRE INSTRUCTIONS:**

Name of Bank: \_\_\_\_\_

ABA No: \_\_\_\_\_

Account Number: \_\_\_\_\_

Account Name: \_\_\_\_\_

---

**Payee #2:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Invoice Number: \_\_\_\_\_ Date: \_\_\_\_\_

Amount: \$ \_\_\_\_\_

**WIRE INSTRUCTIONS:**

Name of Bank: \_\_\_\_\_

ABA No: \_\_\_\_\_

Account Number: \_\_\_\_\_

Account Name: \_\_\_\_\_

---

**Payee #3:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Invoice Number: \_\_\_\_\_ Date: \_\_\_\_\_

Amount: \$ \_\_\_\_\_

**WIRE INSTRUCTIONS:**

Name of Bank: \_\_\_\_\_

ABA No: \_\_\_\_\_

Account Number: \_\_\_\_\_

Account Name: \_\_\_\_\_

**CHECK THIS LINE IF THIS IS THE FINAL REQUEST:** \_\_\_\_\_

If this is the **FINAL REQUEST** Lessee hereby confirms that said Equipment together with all other property covered by Receipt Certificates delivered prior to this Receipt Certificate represents **all** of the Equipment to be subject to the Lease.

5. If this is a Final Request, then this Receipt Certificate/Payment Request shall constitute a Full Funding Notice and if any funds remain in the Equipment Acquisition Fund established pursuant to the Escrow Agreement (including any remaining amount of the Lessor's Deposit and/or any earnings thereon; collectively referred to as the "Escrow Balance"), then Lessee hereby directs Escrow Agent to pay the Escrow Balance as follows: (a) to Lessee if the Escrow Balance is less than \$500.01; and (b) otherwise to Lessor and Lessor is hereby authorized to apply the Escrow Balance as follows: (i) If Escrow Balance is less than interest paid on the Lease during the previous 18 months the Escrow Balance will be reimbursed to the Lessee (ii) if the Escrow Balance is equal to or less than the next Rent Payment due under the Lease, apply the Escrow Balance to said Rent Payment; or (iii) if the Escrow Balance is greater than the next Rent Payment due under the Lease, apply the Escrow Balance as a partial prepayment of principal under the Lease and Lessor is authorized to send a revised Payment Schedule for the Lease that reflects said prepayment.

6. Lessee will confirm wire instructions by telephone (if required by Lessor) by designating an Authorized Contact ("Contact") for Lessee below. This Contact must be someone who has the requisite knowledge to verify the instructions outlined above AND must be someone other than the authorized signer hereto. Lessee should consider designating more than one Contact to avoid funding delays.

**CITY OF YUBA CITY**

(Lessee)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Contact #1:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Direct Telephone: \_\_\_\_\_

General Telephone: \_\_\_\_\_

Contact Signature: \_\_\_\_\_

Contact #2:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Direct Telephone: \_\_\_\_\_

General Telephone: \_\_\_\_\_

Contact Signature: \_\_\_\_\_

**JPMORGAN CHASE BANK, N.A.**

(Lessor)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Authorized Officer

**SCHEDULE A-1**

**Equipment Description**

(This Schedule A-1 is attached to a Receipt Certificate/Payment Request relating to the Lease Schedule.)

**Lease Schedule No: 1000149922 dated October 13, 2023**

The Equipment described below includes all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto.

Equipment Location: \_\_\_\_\_

\_\_\_\_\_

Equipment Description: \_\_\_\_\_

\_\_\_\_\_



## PROCEEDS DISBURSEMENT AUTHORIZATION

**JPMORGAN CHASE BANK, N.A.**  
**1111 Polaris Parkway, Suite A1 (OH1-1085)**  
**Columbus, Ohio 43240**

Date: OCTOBER 13, 2023

Re: Disbursements Of Proceeds Under The MASTER LEASE PURCHASE AGREEMENT Referred To Below

Reference is made to that certain Master Lease Purchase Agreement dated October 13, 2023 between **CITY OF YUBA CITY**, ("Lessee") and **JPMORGAN CHASE BANK, N.A.** (the "Lessor")

I hereby instruct you and authorize you to disburse \$1,000,000.00 to the account number(s) as specified below:

**Wire:**

**Payee #1**

Name of Bank: \_\_\_\_\_  
ABA No.: \_\_\_\_\_  
Account Number: \_\_\_\_\_  
Account Name: \_\_\_\_\_  
Amount: \_\_\_\_\_  
Re: \_\_\_\_\_

**Wire:**

**Payee #2**

Name of Bank: \_\_\_\_\_  
ABA No.: \_\_\_\_\_  
Account Number: \_\_\_\_\_  
Account Name: \_\_\_\_\_  
Amount: \_\_\_\_\_  
Re: \_\_\_\_\_

By signing below, Lessee authorizes Lessor to issue checks or direct fund transfers to the payees, in the amounts, and per the instructions (if applicable) set forth above. Lessee also acknowledges that it may be responsible for paying other fees directly to third parties, such as Lessor's counsel, and making other disbursements in connection with the lease transaction per the terms of the lease documents. Lessor may rely and act on the instructions set forth herein and shall not be responsible for the use or application of the funds, and Lessee shall indemnify, defend and hold harmless Lessor from and against any and all losses, costs, expenses, fees, claims, damages, liabilities, and causes of action in any way relating to or arising from acting in accordance therewith. In the event of any conflict with any other instruction set forth herein, the ABA # and Account # shall control.

( The next page is the signature page)

**PROCEEDS DISBURSEMENT AUTHORIZATION  
SIGNATURE PAGE**

IN WITNESS WHEREOF, the Lessee has caused this Proceeds Disbursement Authorization to be executed as of the day and year first above written.

**CITY OF YUBA CITY**  
(Lessee)

By: \_\_\_\_\_

Title: \_\_\_\_\_

## ATTACHMENT 5

J.P.Morgan

# City of Yuba City

## 2023 Equipment Lease Financing

JPMorgan Chase Bank, N.A. | Equipment Finance Group | September 6, 2023

CONTACT US

**REBECCA A. LOWE**

Executive Director, Equipment Finance  
560 Mission St, Floor 20  
San Francisco, CA 74105  
Office / Cell: 925-212-1065  
rebecca.a.lowe@jpmorgan.com

**AMANDA DHILLON**

Relationship Manager  
1415 L Street, Floor 06  
Sacramento, CA 95814-3914  
Office: 916-491-3342 / Cell: 916-705-1147  
amanda.dhillon@jpmorgan.com

September 6, 2023

RE: Yuba City 2023 Equipment Lease Financing

Attn: Craig Hill (craig@NHAadvisors.com) and Christian Sprunger (christian@NHAadvisors.com)

On behalf of the JPMorgan Equipment Finance Group ("EFG") and JPMorgan Chase Bank, N.A. (the "Bank"), we are pleased to submit our proposal to the City of Yuba City (the "City") for a tax-exempt, bank qualified, equipment lease financing for two (2) dump trucks & one (1) fire engine in an estimated amount of \$1,000,000, subject to the terms and conditions described in the below Financing Proposal.

The City will be supported by our dedicated relationship team via the firm's Government Banking practice, led by Amanda Dhillon based in Sacramento, CA. In addition, as an equipment finance specialist, I will be the primary point of contact for your equipment financing project. My equipment financing experience goes back over 38 years and includes financing many lease/purchase transactions. We have recently provided similar services to the **City of Alameda** and **Sacramento Metro Fire District** for fire apparatus.

**Primary Contact During the RFP Process:**

Rebecca Lowe – rebecca.a.lowe@jpmorgan.com  
Executive Director / Senior Territory Manager  
560 Mission Street Floor 20, San Francisco, CA 94105  
Office / Cell: 925-212-1065

**Secondary Contact During the RFP Process:**

Jay McCoy – jay.m.mccoy@jpmorgan.com  
Associate, Territory Associate - EF  
1111 Polaris Parkway Floor 1A, Columbus, OH 43240  
Office: 614-213-1943 / Cell: 614-984-9797

By choosing the EFG, with over 30 years of financing experience, you can have confidence that you will be working with a team of experienced and highly qualified professionals who bring a wealth of knowledge and the backing of the largest US bank by market cap to your assistance.

In addition to our experience and proven track record of supporting government agencies across California, we also bring to the table the following:

- A firm with a solid capital base; extensive equipment financing experience, and a partnership approach to building relationships
- No Fees incurred by the City
- Locked Interest Rate upon award and funding date commitment
- No Tax Opinion

In closing, we would like to thank you for the opportunity to present our Proposal. Please let us reiterate our strong interest in supporting the City of Yuba City.

Sincerely,

*Rebecca A. Lowe*

Rebecca A. Lowe  
Executive Director

# Table of Contents

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# Method of Financing

Highlighted below in Alternative A & B are two Methods of Financing for the City to consider financing its equipment. Please know that we welcome the opportunity to discuss alternative approaches to ensure that the City is meeting all of its objectives.

## **Alternative A:**

The City will fund the total amount to be borrowed into an escrow account. The follow shall apply:

- The transaction will fund via an escrow deposit, to a mutually agreeable escrow agent, equal to the full Financing Amount. Upon delivery of equipment, disbursements will be made to vendors or as reimbursements to the City (in compliance with Treasury Reg. 1.150-2) as funds are required.
- The City shall benefit 100% from any interest earnings in the account if the City elects an interest-bearing option.
- No escrow fees shall be incurred if the City elects a pre-approved escrow agent. If the City elects a non-pre-approved escrow agent, any fees may be financed as a part of the total Financing Amount.
- Interest shall accrue upon escrow closing.

## **Alternative B:**

The City may consider an advance payment to the vendor. In our experience financing many fire apparatus over the years, we have learned that some vendors will provide “advance pay” discounts for the equipment. The follow shall apply:

- EFG will require a Performance Bond whereby JPMorgan Chase Bank, N.A. is added to the Bond Rider as an Additional Obligee.
- Interest shall accrue upon advance funding the vendor.
- Balance of proceeds not advance funded to the vendor shall be deposited into an escrow account.

**Exhibit A****Form of Loan Attestation Letter for Lenders**

**JPMorgan Chase Bank, N.A. ("Lender") has agreed to purchase the debt obligations (the "Debt Obligations") in the amount of \$1,000,000 which were issued in the original aggregate principal amount of \$1,000,000 by the City of Yuba City (the "Borrower").**

The undersigned, an authorized representative of the Lender, hereby confirms and certifies that:

- The instrument is non-transferable or restricted to transfer to acquirers similar to Lender.
- The instrument may be transferred through participation or syndication only.
- The transaction is represented by one instrument.
- The transaction is not rated by a credit rating agency.
- The transaction is not assigned a CUSIP number.
- Issuer/borrower consent is required on disposition or transfer.
- Registration is in physical form, in name of acquirer/holder, not DTC.
- There is no agreement facilitating creation of a market for trading, such as a marketing or remarketing agreement or continuing disclosure agreement.
- The terms of the loan are negotiated between borrower and lender.
- The instrument will be held by the bank, not the securities affiliate of the bank or the separately identifiable department or division of the bank.
- Lender will treat the instrument as a loan, not a security, for accounting and regulatory purposes.

**JPMorgan Chase Bank, N.A.**

By  9/1/2023  
Name Frank A. Pielsticker  
Title Authorized Officer

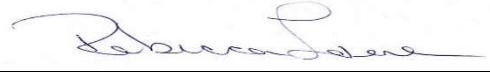


**City of Yuba City 2023 Lease Financing****Bank Bid Form**

Please provide the specifics of your bid by filling in the table below and providing an authorized signature. **Please submit this page with your signed bid via email by 12:00 pm (PST) on September 6, 2023,** to Craig Hill ([Craig@NHAadvisors.com](mailto:Craig@NHAadvisors.com)) and Christian Sprunger ([Christian@NHAadvisors.com](mailto:Christian@NHAadvisors.com)).

The City has used bond counsel in the past and can bring in a firm to assist with this financing if needed, but the City is also willing to use the legal documents prepared by the selected lender's legal counsel. Accordingly, please identify if your firm will be preparing the required documents and if there are any costs associated with preparing those documents.

If additional space is needed besides what is included below, please attach any relevant documents as needed to this bid form upon submission.

|                                                                                         | 2023 Equipment Lease Financing                                                       |
|-----------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|
| <b>Indicative Tax-Exempt Interest Rate</b>                                              | 3.990%                                                                               |
| <b>Is Rate Lock Available? If so, how many days before closing? Cost of Rate lock?</b>  | Yes, at no cost (See "Interest Rate" section in Financing Proposal)                  |
| <b>Please Indicate Pricing Methodology (i.e. basis for indicative rate)</b>             | (See "Interest Rate" and "Adjustment to Rate" section in Financing Proposal)         |
| <b>Bank Financing Costs<br/>(Itemize Bank Counsel fees)</b>                             | None                                                                                 |
| <b>Will your Bank Counsel be providing the base legal documents?</b>                    | Yes                                                                                  |
| <b>Tax Opinion Required?<br/>(Please Identify Conditions for Opinion)</b>               | No                                                                                   |
| <b>Will your firm be providing escrow agent services?</b>                               | No, but will provide options                                                         |
| <b>Optional Call/Prepayment Provision</b>                                               | See "Pre-payment" section in Financing Proposal                                      |
| <b>Additional Terms of Bid (if any)</b>                                                 | See attached Financing Proposal                                                      |
| <b>Any provisions in Loan Attestation Letter (Exhibit A) problematic for your bank?</b> | No                                                                                   |
| <b>Name of Firm</b>                                                                     | JPMorgan Chase Bank, N.A.                                                            |
| <b>Authorizing Signature</b>                                                            |  |
| <b>Authorized Representative</b>                                                        | Rebecca A. Lowe                                                                      |
| <b>Telephone Number</b>                                                                 | (925) 212-1065                                                                       |
| <b>Date</b>                                                                             | 9/6/23                                                                               |

**City of Yuba City Amortization**  
**Schedule**

City of Yuba City - Amortization Schedule

Average rate.....3.990%

| Date         | starting<br>balance | takedowns    | debt<br>service     | interest          | principal           | ending<br>balance |
|--------------|---------------------|--------------|---------------------|-------------------|---------------------|-------------------|
| 10/31/2023   | -                   | 1,000,000.00 | -                   | -                 | -                   | 1,000,000.00      |
| 3/1/2024     | 1,000,000.00        | -            | 13,410.83           | 13,410.83         | -                   | 1,000,000.00      |
| 9/1/2024     | 1,000,000.00        | -            | 105,836.00          | 19,950.00         | 85,886.00           | 914,114.00        |
| 3/1/2025     | 914,114.00          | -            | 18,236.57           | 18,236.57         | -                   | 914,114.00        |
| 9/1/2025     | 914,114.00          | -            | 100,924.57          | 18,236.57         | 82,688.00           | 831,426.00        |
| 3/1/2026     | 831,426.00          | -            | 16,586.95           | 16,586.95         | -                   | 831,426.00        |
| 9/1/2026     | 831,426.00          | -            | 103,460.95          | 16,586.95         | 86,874.00           | 744,552.00        |
| 3/1/2027     | 744,552.00          | -            | 14,853.81           | 14,853.81         | -                   | 744,552.00        |
| 9/1/2027     | 744,552.00          | -            | 106,125.81          | 14,853.81         | 91,272.00           | 653,280.00        |
| 3/1/2028     | 653,280.00          | -            | 13,032.94           | 13,032.94         | -                   | 653,280.00        |
| 9/1/2028     | 653,280.00          | -            | 108,924.94          | 13,032.94         | 95,892.00           | 557,388.00        |
| 3/1/2029     | 557,388.00          | -            | 11,119.89           | 11,119.89         | -                   | 557,388.00        |
| 9/1/2029     | 557,388.00          | -            | 111,867.89          | 11,119.89         | 100,748.00          | 456,640.00        |
| 3/1/2030     | 456,640.00          | -            | 9,109.97            | 9,109.97          | -                   | 456,640.00        |
| 9/1/2030     | 456,640.00          | -            | 114,956.97          | 9,109.97          | 105,847.00          | 350,793.00        |
| 3/1/2031     | 350,793.00          | -            | 6,998.32            | 6,998.32          | -                   | 350,793.00        |
| 9/1/2031     | 350,793.00          | -            | 118,204.32          | 6,998.32          | 111,206.00          | 239,587.00        |
| 3/1/2032     | 239,587.00          | -            | 4,779.76            | 4,779.76          | -                   | 239,587.00        |
| 9/1/2032     | 239,587.00          | -            | 121,615.76          | 4,779.76          | 116,836.00          | 122,751.00        |
| 3/1/2033     | 122,751.00          | -            | 2,448.88            | 2,448.88          | -                   | 122,751.00        |
| 9/1/2033     | 122,751.00          | -            | 125,199.88          | 2,448.88          | 122,751.00          | -                 |
| <b>Total</b> |                     |              | <b>1,227,695.02</b> | <b>227,695.02</b> | <b>1,000,000.00</b> |                   |

# Financing Proposal

JPMorgan is pleased to submit the following equipment financing proposal. This document contingent upon the City's compliance with the requirements of the Internal Revenue Code of 1986 ("Code"), as amended, and all applicable State laws related to the City's ability to enter into a tax-exempt lease-purchase financing for the intended purposes..

## TRANSACTION SUMMARY

|                    |                                                                                                                                                                                                                                                        |
|--------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Lessee:            | City of Yuba City, CA                                                                                                                                                                                                                                  |
| Lessor:            | JPMorgan Chase Bank, N.A. or any affiliate of JPMorgan Chase Bank, N.A., its successors and/or assigns ("JPMorgan Chase"/"Lessor"/ or "Bank").                                                                                                         |
| Transaction:       | Fixed-rate, fully amortizing, tax-exempt lease-purchase agreement ("Agreement").                                                                                                                                                                       |
| Use of Proceeds:   | To finance two (2) dump trucks & one (1) fire engine, the legal title of which will vest with Lessee during the term of the Agreement. All equipment proposed for financing will be subject to final review and acceptance by Lessor prior to closing. |
| Financing Amount:  | Approximately \$1,000,000 (including contingency & issuance costs)                                                                                                                                                                                     |
| Bank Qualified:    | This proposal assumes that Lessee will not issue more than \$10 million in tax-exempt obligations this calendar year and that the Lessee will designate this lease as a "qualified" tax-exempt obligation.                                             |
| Commencement Date: | Estimated to be by October 31, 2023, upon either escrow closing or advance payment to vendor.                                                                                                                                                          |

## TRANSACTION DETAILS

|                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|----------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Term                 | Ten (10) years                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Interest Rate:       | 3.990% - If awarded transaction on September 8, 2023, Interest Rate shall be held firm through closing upon execution of a Rate Lock Commitment Letter.                                                                                                                                                                                                                                                                                                         |
| Payment / Frequency: | Semi-annual interest and annual principal payments in arrears (See amortization schedule attached)                                                                                                                                                                                                                                                                                                                                                              |
| Adjustment to Rate:  | In the event the financing is not awarded by September 8, 2023 and/or closing does not occur by October 31, 2023, the Interest Rate shall be subject to the index rate formula below based upon the then current applicable average life SOFR Swap Rate ("Index Rate"), which was 4.143% for the 5-Year (as of 9/6/23). The Interest Rate will be the applicable Index Rate multiplied by the Bank's Tax Exempt Factor of 79% plus a Spread, as outlined below. |

For every change (*increase or decrease*) in the Index Rate, a corresponding adjustment will be made to the Interest Rate to maintain Lessor's economics. Lessor reserves the right to adjust the pricing proposed in order to maintain Lessor's anticipated economic return as a result of material adverse change.

Index Rate Formula: (Index Rate \* 79%) + Spread = Fixed Rate

10yr term: 5-Yr SOFR Swap Rate =  $(4.143\% * 79\%) + 0.7171\% = 3.990\%$

|             |                                                                       |
|-------------|-----------------------------------------------------------------------|
| Prepayment: | <u>Option 1:</u> Premium – 15 basis points added to the Interest Rate |
|-------------|-----------------------------------------------------------------------|

The Financing may be prepaid without penalty, prior to maturity, on any payment date after the initial 24 months from the Commencement Date, subject to 30 days prior written notice.

Option 2: No Premium

The Financing may be prepaid without penalty, prior to maturity, on any payment date with standard make-whole provision.

|                           |                                                                                                                                                                                                                                                                                                                                                                              |
|---------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Disbursement of Proceeds: | The transactions will be funded via an initial escrow deposit with a mutually agreed upon escrow agent, equal to the full Financing Amount from which disbursements will be made to vendors, or reimbursements to Lessee (in compliance with Treasury Reg. 1.150-2) as funds are required. Review of the terms and conditions of the escrow agreement also will be required. |
| Security:                 | Lessee to grant Lessor a first priority security interest in the financed equipment. UCC I and UCCII filings to be completed as applicable. For titled vehicles, Lessor shall be included as lienholder on vehicle title.                                                                                                                                                    |
| Appropriation:            | This Agreement shall be subject to appropriation. The Agreement will require appropriation for payment for any and all equipment on a lease schedule. Appropriation for partial payment or for select assets within a schedule will not be permitted.                                                                                                                        |

## OTHER TERMS

|                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|-------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Documentation:                      | <p>The terms of this financing will be evidenced by agreements, instruments and documents ("Lease Documents") usual and customary for a Tax-Exempt Lease Purchase.. The Lease Documents must be acceptable to Lessor and its counsel.</p> <p>Lessor or its counsel shall prepare documentation. Lessee shall be responsible for its own expenses related to review of the lease documents and delivery of opinion of counsel.</p>                                                                       |
| Reporting Requirements:             | Lessee shall deliver audited annual financial statements within 180 days of the as end of each fiscal year.                                                                                                                                                                                                                                                                                                                                                                                             |
| Conditions Precedent:               | Usual and customary conditions to issuance of the financing including acceptable legal documentation which will include an opinion of counsel that the financing is valid, binding and enforceable. Additionally, documentation will provide that interest earned by the Lessor in this transaction will be excluded from gross income for federal tax purposes.                                                                                                                                        |
| Representations and Warranties:     | Usual representations and warranties for like situated Lessees and the Facility's type and tenor, including, without limitation, absence of material adverse change, absence of material litigation, absence of default or potential default and continued accuracy of representations.                                                                                                                                                                                                                 |
| Maintenance & Insurance:            | All maintenance and insurance are the responsibility of Lessee. Lessee shall bear all risk of loss or damage of the Equipment through the CITY's self-insurance program.                                                                                                                                                                                                                                                                                                                                |
| Waiver of Jury Trial:               | The Lessee and the Lessor will waive, to the fullest extent permitted by applicable law, any right to have a jury participate in resolving any dispute in any way related to this Financing Proposal, any related documentation or the transactions contemplated hereby or thereby.                                                                                                                                                                                                                     |
| Anti-Corruption Laws and Sanctions: | The documentation shall contain representations and warranties that the Lessee has implemented and maintains in effect policies and procedures designed to ensure compliance by the Lessee, its subsidiaries and their respective directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions, and the Lessee, its subsidiaries and their respective officers and employees and to the knowledge of the Lessee, its directors and agents, are in compliance with Anti- |

Corruption Laws and applicable Sanctions in all material respects. None of (a) the Lessee, any subsidiary or any of their respective directors, officers or employees, or (b) to the knowledge of the Lessee, any agent of the Lessee or any subsidiary that will act in any capacity in connection with or benefit from the credit facility established hereby, is a Sanctioned Person. No Borrowing or credit facility, use of proceeds or other transaction contemplated by this Agreement will violate any Anti-Corruption Law or applicable Sanctions.

Governing Law: All aspects of the credit(s) being discussed including this Financing Proposal and any Lease Documents would be governed by the laws of the State of California.

Confidentiality Statement: J.P. Morgan confirms that it will not use confidential information obtained from you by virtue of the potential transaction contemplated by this Financing Proposal or our other relationships with you in connection with the performance by J.P. Morgan of such services for other companies. You also acknowledge that J.P. Morgan will not use in connection with the potential transaction contemplated by this preliminary Financing Proposal, or furnish to you, confidential information obtained from other companies.

Municipal Advisor Disclosures and Disclaimers: The Lessee acknowledges and agrees that (i) the transaction contemplated herein is an arm's length commercial transaction between the Lessee and the Bank, (ii) in connection with such transaction, the Bank is acting solely as a principal and not as an advisor including, without limitation, a "Municipal Advisor" as such term is defined in Section 15B of the Securities and Exchange Act of 1934, as amended, and the related final rules (the "Municipal Advisor Rules"), agent or a fiduciary of the Lessee, (iii) the Bank is relying on the Bank exemption in the Municipal Advisor Rules, (iv) the Bank has not provided any advice or assumed any advisory or fiduciary responsibility in favor of the Lessee with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (whether or not the Bank, or any affiliate of the Bank, has provided other services or advised, or is currently providing other services or advising the Lessee on other matters), (v) the Bank has financial and other interests that differ from those of the Borrower, and (vi) the Lessee has consulted with its own financial, legal, accounting, tax, and other advisors, as applicable, to the extent it deemed appropriate.

# JPMorgan's Financing Team

## Key Personnel

The following key team members, whom will be assigned to the City's account, bring together extensive experience in the municipal finance market. We are confident that our hand-picked team members, together with our governmental business segment, are competent and capable of executing your financing successfully. Additionally, our team has direct experience in supporting lease financing needs of government agencies and municipalities throughout the State of California and look forward to building that relationship with the City of Yuba City.

### **Rebecca Lowe – San Francisco, CA – Co-Manager**

Executive Director / Senior Territory Manager  
560 Mission St, FL 20, San Francisco, CA 94105  
Office/Cell: (925) 212-1065  
Email: [rebecca.a.lowe@jpmorgan.com](mailto:rebecca.a.lowe@jpmorgan.com)

**Rebecca** has been a part of the Bank's government finance team since 2010 with direct responsibility for developing and managing the Bank's public sector equipment financing business throughout the West Coast and the South. 100% of Rebecca's time is spent on servicing the financing needs of our government customers. Over a thirty-eight-year career in the municipal finance market, Rebecca has managed several master financing programs including the City of Corpus Christi, City of Los Angeles, County of Riverside, City of New Orleans, Hunt Memorial Healthcare District, City of Pasadena, City of Huntington Beach, University of Washington and County of Los Angeles. A native Oregonian, Rebecca earned her B.A. in Business Administration and Finance from the University of Oregon. Rebecca is a Certified Municipal Financial Professional and will be the lead contact for the City of Yuba City.

### **Jay McCoy – Columbus, OH – Co-Manager**

Associate / Territory Associate  
1111 Polaris Pkwy, FL 1A, Columbus, OH 43240  
Office: (614) 213-1943 / Cell: (614) 400-1695  
Email: [jay.m.mccoy@jpmorgan.com](mailto:jay.m.mccoy@jpmorgan.com)

**Jay** is the Territory Associate for Equipment Finance. He is based in Columbus, Ohio. Jay is a critical member of the Government Team at JPMorgan and also, 100% of his day is spent supporting our government customers. Jay specializes in transaction structuring, pricing and processing. Jay has co-managed a multitude of programs, in the State of California and nation-wide. Jay will co-manage the City's program. He has been associated with the firm and its heritage companies since 1998 and has served in multiple job functions. Jay holds a bachelor's degree in Accounting from Otterbein University.

## **Amanda Dhillon – Sacramento, CA**

Relationship Manager  
1415 L Street, Floor 06, Sacramento, CA 95814  
Office: (916) 491-3342 / Cell: (916) 705-1147  
Email: amanda.dhillon@jpmorgan.com

**Amanda** is a Relationship Manager at J.P. Morgan, working exclusively with public sector clients throughout the Pacific Coast region. She has 10 years of experience in the Financial industry, mostly in the Controller's division of a publicly traded corporation where her responsibilities included optimizing cash flow, overseeing the debt portfolio and managing all facets of banking activities including lending.

Amanda transitioned to the Commercial Bank to support public sector clients throughout Northern California. Her financial and banking experience enabled her to amass a deep and thorough understanding of treasury/credit products, banking operations, fraud prevention and superior customer service. This provided a substantial foundation as she transitioned to Treasury and Lending, supporting government clients and understanding cash management objectives in order to formulate recommendations and solutions.

## **Skilled and Experienced Service Team**

The dedicated EFG Government team has four Documentation Specialists who process all of our equipment lease financings., This involves preparing the documents, paying vendors/escrow agents, confirming authorized signers, transaction approvals (resolutions), UCC filings and insurance coverage, among other duties.

### Documentation Specialists:

- Meron Gola – Team Lead – Columbus, OH
- Kerry Stygler – Document Specialist – Columbus, OH
- Lourdes Roman – Document Specialist – Chicago, IL
- Karen Williams – Document Specialist – Chicago, IL

In addition, we have six Portfolio Services Associates, experienced with servicing municipal entities, who can assist the City with any account maintenance after a transaction is booked including questions on payments, invoices, titles, insurance and other related issues. In addition to the above, the EFG team has two dedicated inside legal counsel to help facilitate documents and closings.

## **Specialized Aircraft / Vehicle Team**

**Christine Adkins** is a Territory Associate-Business Aircraft Finance Specialist for JPM Equipment Finance, specializing in aircraft documentation for the Bank. Christine specializes in working on Aircraft deals with the internal documentation team, JPMorgan Banker, FAA Counsel, clients and their attorneys. She will have lead aircraft responsibilities on any specialized aircraft assets. She has been associated with the Bank and its heritage companies for over 25 year and has served in multiple job functions.

Associate / Territory Associate  
1111 Polaris Parkway, Floor 1A, Columbus, Ohio 43240  
Phone: (614) 984-9794  
Email: christine.a.adkins@jpmorgan.com

**Mike Lucas** is an Executive Director and Senior Territory Manager for JPMorgan Equipment Finance team. He is responsible for assisting public sector and tax-exempt clients achieve their equipment financing objectives in the Midwest, Central and Southeastern markets. With 15 years of experience, Mike has spent his career working with the public sector and not-for-profit clients including municipalities, universities, school districts, hospitals and other organizations. He is committed to understanding and anticipating the needs of his clients throughout the transaction process to ensure exceptional service and is directly responsible for this project. Mike obtained a bachelor's degree in Economics from Harvard University.

Coverage Manager / Equipment Finance  
10 S. Dearborn, Floor 36, Chicago, IL 60603  
Phone: (312) 732-7333  
E-mail: michael.j.lucas@jpmorgan.com

## In House Legal Counsel

In addition to a dedicated, Government-focused staff, EFG has the benefit of two (2) full-time in-house legal counsel, also dedicated to tax-exempt municipal financing. Our experienced counsel are available to answer any questions or provide guidance, if needed.

- **Corina Davis – Chicago, IL**

Corina has supported JPMorgan Equipment Finance as in-house counsel since 2015. She has extensive experience providing financing to both municipal and corporate borrowers. Prior to joining JPMorgan Equipment Finance, Corina spent 7 years representing borrowers and lenders in private practice across a range of debt transactions. She received her law degree from The University of Chicago in 2008.

- **Stephanie Disilvestro – Chicago, IL**

Stephanie joined the Bank's Equipment Finance legal team in December, 2022. Prior to her time at the Bank, Stephanie spent more than 11 years serving as municipal bond and underwriter's counsel in hundreds of public project financings and refinancings related to general obligation and specific revenue pledges, with transaction amounts ranging from under \$100,000 to billions of dollars. In particular, Stephanie served as Counsel in Katten Muchin Rosenman LLP's Government and Public Finance Practice Group where she represented underwriters and conduit issuers in Public-Private Partnership (P3) and conduit taxable and tax-exempt public and private offerings. Stephanie also served as Illinois Public Finance Senior Counsel at Chapman and Cutler LLP where she represented banks and governmental issuers in taxable and tax-exempt public and private offerings; provided structuring advice to financial advisors, municipal advisors and investment bankers; performed due diligence with respect to federal tax and state law and facilitated discussions with and between governmental issuers, financial advisors, municipal advisors, investment bankers and tax professionals; and frequently spoke on public finance and regulatory topics. Stephanie earned her B.S. in Education and Social Policy from Northwestern University and her J.D. from the University of Michigan Law School.



## ATTACHMENT 6

## **GOOD FAITH ESTIMATES PROVIDED BY MUNICIPAL ADVISOR**

The good faith estimates set forth herein are provided with respect to the 2023 Lease Schedule in accordance with California Government Code Section 5852.1. Such good faith estimates have been provided to the City by the Municipal Advisor.

*Principal Amount.* The Municipal Advisor has informed the City that, based on the City's financing plan and current market conditions, its good faith estimate of the aggregate principal amount of the 2023 Lease Schedule to be sold is \$1,000,000.00 (the "Estimated Principal Amount").

*True Interest Cost of the 2023 Lease Schedule.* The Municipal Advisor has informed the City that, assuming the Estimated Principal Amount of the 2023 Lease Schedule is sold and based on market interest rates prevailing at the time of preparation of such estimate, their good faith estimate of the true interest cost of the 2023 Lease Schedule, which means the rate necessary to discount the amounts payable on the respective principal and interest payment dates to the purchase price received for the 2023 Lease Schedule, is 3.99%.

*Finance Charge of the 2023 Lease Schedule.* The Municipal Advisor has informed the City that, assuming that the Estimated Principal Amount of the 2023 Lease Schedule is sold, and based on market interest rates prevailing at the time of preparation of such estimate, their good faith estimate of the finance charge for the 2023 Lease Schedule, which means the sum of all fees and charges paid to third parties (or costs associated with the 2023 Lease Schedule), is \$20,000.

*Amount of Proceeds to be Received.* The Municipal Advisor has informed the City that, assuming that the Estimated Principal Amount of the 2023 Lease Schedule is sold, and based on market interest rates prevailing at the time of preparation of such estimate, their good faith estimate of the amount of proceeds expected to be received by the City for sale of the 2023 Lease Schedule, less the finance charge of the 2023 Lease Schedule, as estimated above, and any reserves or capitalized interest paid or funded with proceeds of the 2023 Lease Schedule, is \$980,000.

*Total Payment Amount.* The Municipal Advisor has informed the City that, assuming that the Estimated Principal Amount of the 2023 Lease Schedule is sold, and based on market interest rates prevailing at the time of preparation of such estimate, their good faith estimate of the total payment amount, which means the sum total of all payments the City will make to pay debt service on the 2023 Lease Schedule, plus the finance charge for the 2023 Lease Schedule, as described above, not paid with the proceeds of the 2023 Lease Schedule, calculated to the final maturity of the 2023 Lease Schedule, is \$1,227,563, which excludes any reserves or capitalized interest paid or funded with proceeds of the 2023 Lease Schedule (which may offset such total payment amount).

The foregoing estimates constitute good faith estimates only as of September 20, 2023, and are based on market conditions prevailing at the time of preparation of such estimates. The actual principal amount of the 2023 Lease Schedule issued and sold, the true interest cost thereof, the finance charges thereof, the amount of proceeds received therefrom and total payment amount with respect thereto may differ from such good faith estimates due to (a) the actual closing date of the 2023 Lease Schedule being different than the date assumed for purposes of such estimates, (b) the actual principal amount of 2023 Lease Schedule sold being different from the

Estimated Principal Amount, (c) the actual amortization of the 2023 Lease Schedule being different than the amortization assumed for purposes of such estimates, (d) other market conditions, or (e) alterations in the City's financing plan, or a combination of such factors.

CITY OF YUBA CITY  
STAFF REPORT

**Date:** October 3, 2023  
**To:** Honorable Mayor & Members of the City Council;  
**From:** Development Services Department  
**Presentation By:** Doug Libby, Deputy Director of Development Services

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**Summary**

**Subject:** Boat, Trailer, RV Parking in Front Yard Areas  
**Recommendation:** A. Provide any additional feedback to staff and;  
B. Initiate a Municipal Code amendment to revise the standards associated with the parking of boats, trailers, and recreational vehicles within residential front yard areas  
**Fiscal Impact:** No direct fiscal impact will result from amending the Municipal Code to revise the standards discussed

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**Purpose:**

Consideration to initiate an amendment to the Municipal Code revising the standards regulating the parking of boats, trailers, and recreational vehicles (RVs) within residential front yard areas.

**Council's Strategic Goal:**

This item is consistent with the Council's Public Safety Strategic Goal because establishing the proposed standards will not jeopardize public safety in the community.

This item could also be considered consistent with the Council's Fiscal Responsibility Strategic Goal. Establishing clear standards for citizens and code enforcement regarding the parking of boats, trailers and RVs will make code enforcement more efficient, effective and assist in operating the City in a more fiscally responsible and responsive manner.

**Background:**

The parking of boats, trailers and RVs within front yard areas is not uncommon to see within the City limits.

Currently, the Municipal Code requires these items to be parked behind the front wall of the residence or, in the case of a corner lot, behind the wall of the residence facing each street right-of-way. Screening to a height of 6-feet from view of the public right-of-way is required. An exception provided is that recreational vehicles used as daily transportation may be parked overnight on recognized parking areas.

“Where” to allow parking for these items can be controversial as there are citizens passionate about this issue.

The parking of these items was discussed at City Council workshops on January 26 and September 7, 2023. Staff has prepared draft Municipal Code revisions to generally allow the parking of a single boat, trailer or RV within front yard areas when in compliance with specific standards.

### **Analysis:**

Attached to this staff report are proposed revisions to be made to the Zoning Code portion of the Municipal Code that include:

- Establish definitions for Recreational Vehicle and Utility Trailer.
- Establish standards providing for the parking of a single boat, trailer, or RV within a front yard area in conformance with specific criteria. Additionally, there is a provision to park a second item on lots larger than 0.5 acre.
- If a property owner is unable to comply with the proposed criteria, they must comply with the City’s existing standards of parking an item behind the front wall of a residence and providing screening to a height of 6-feet from view of the public right-of-way.
- Citizens having two items would be allowed to park one in the front yard consistent with the standards proposed, and a second item behind the front wall of a residence and providing screening to a height of 6-feet from view of the public right-of-way, as they can today.

Providing an opportunity to allow for the parking of boats, trailers, and RVs within residential front yard areas, when compliant with specific criteria that does not compromise public safety, could result in code enforcement being more effective because they will spend less time on this issue.

Should the City Council determine to initiate this amendment, staff will prepare a draft ordinance for consideration by the Planning Commission at a noticed public hearing before being brought back to the City Council where the ordinance is required to be introduced at one meeting and adopted at a second meeting. There will be multiple opportunities for the public to provide input and staff intends to provide notice to persons on both sides of this issue by contacting those persons who may have filed code enforcement complaints as well as property owners who may be in violation of the current ordinance.

### **Fiscal Impact:**

No direct fiscal impact will result from amending the Municipal Code to revise the standards regulating the parking of boats, trailers, and RVs. Existing budgeted monies are paying for staff’s time to address this item.

### **Alternatives:**

The City Council may decide not to amend the standards regulating the parking of boats, trailers, and RVs or may provide alternative guidance to staff concerning this issue.

### **Recommendations:**

Initiate a Municipal Code amendment to revise the standards associated with the parking of boats, trailers, and recreational vehicles within residential front yard areas.

### **Attachments:**

1. Proposed Municipal Code Revisions - Boat, Trailer, Recreational Vehicle Standards

Prepared By:

Doug Libby, AICP  
Deputy Director of Development Services

Submitted By:

Diana Langley  
City Manager

# ATTACHMENT 1

# Proposed Municipal Code Revisions - Boat, Trailer, Recreational Vehicle Parking Standards

## **Definitions**

**Recreational Vehicle (RV).** A motor home, converted bus, travel trailer, truck camper or camping trailer, designed for temporary human habitation for recreation or emergency occupancy, which, when transported upon a public roadway, measures 8 feet or less in width and 40 feet or less in length and which is either self-propelled, truck-mounted or permanently towable on the highway without a permit. Shall not include utility trailers.

**Utility Trailer.** A trailer used for the transportation of the user's personal property, commerce, or designed to be used for transportation of livestock, and does not exceed a gross weight of 10,000 pounds or a manufacturer's gross vehicle weight rating (GVWR) of 10,000 pounds.

## **Standards**

Recreational Vehicle, utility trailer and boat parking. A single trailered boat, jet skis, recreational vehicle or utility trailer may be parked in the front yard when in conformance with the following minimum standards:

- a. Parking areas shall be developed to a similar standard as the existing established driveway (i.e. concrete, asphalt concrete, pavers, or gravel). Strip driveways utilizing concrete, asphalt or pavers may be installed under each wheel from the edge of right-of-way to a designated parking area.
- b. Parking areas shall connect with the public right-of-way consistent with City standards under approval of an encroachment permit, if applicable.
- c. New parking areas shall not result in stormwater runoff onto neighboring properties.
- d. Parking areas shall not be located in front of an existing home's living area and shall occur in front of an existing garage or front side yard area. Parking area shall be approximately perpendicular to the existing street and shall not be angled.
- e. A parked recreational vehicle, utility trailer or boat shall be setback a minimum of twelve (12) inches from the back of side walk or edge of the public right-of-way and shall not be artificially raised or angled in order to meet this requirement.
- f. A parked recreational vehicle, utility trailer or boat shall not exceed twelve (12) feet in height.
- g. Utility connections (electricity, water, wastewater) shall be temporary for servicing only (up to 7-days).
- h. Covers shall be fitted and in good order and untorn, i.e. no tarps.
- i. Parking areas shall be kept free of accumulation of leaves, cobwebs or miscellaneous debris.
- j. Parking areas shall not create a site distance hazard to neighboring property owners.



- k. Parking areas shall be maintained so as not to create a public nuisance as defined by the Municipal code.
- l. On lots greater than 0.3-acre, alternative parking locations and surfacing may be considered by the Director.
- m. On lots greater than 0.5 acre, a second recreational vehicle, utility trailer or boat may be stored within a front yard area and alternative parking locations and surfacing may be considered by the Director.

A recreational vehicle, utility trailer or boat that cannot comply with the requirements outlined above, may only be parked on the portion of a lot behind the front fence of a residence or, in the case of a corner lot, behind the wall of the residence facing each street or right-of-way. The trailered boat or recreational vehicle shall be screened to a height of six (6) feet from view from any public right-of-way. A recreational vehicle used as daily transportation may be parked overnight on recognized parking areas.

CITY OF YUBA CITY  
STAFF REPORT

**Date:** October 3, 2023  
**To:** Honorable Mayor & Members of the City Council;  
**From:** Development Services Department  
**Presentation By:** Ben Moody, Public Works & Development Services Director

**Summary**

**Subject:** Consideration of 1111 Gray Ave Public Convenience or Necessity Request  
**Recommendation:** Adopt a Resolution making a finding of public convenience or necessity for the premise-to-premise transfer of a Type 21 (Off-Sale General) Alcoholic Beverage Control (ABC) License at 1111 Gray Avenue  
**Fiscal Impact:** No direct fiscal impact will result from recommending approval of the proposed Alcoholic Beverage Control application.

**Purpose:**

Consideration to make a finding of public convenience or necessity for premise-to-premise transfer of a Type 21 (Off-Sale General) Alcoholic Beverage Control License at 1111 Gray Avenue (Ainsley Avenue Market).

**Council's Strategic Goal:**

Business Friendly.

**Background:**

The City has received an application from Hanish Bassi, for 1111 Gray Avenue, located at the southeast corner of Ainsley and Gray Avenues, for a finding of public convenience for a premise-to-premise transfer of a Type 21 (Off-Sale General) license with the Department of Alcoholic Beverage Control, which provides for the sale of beer, wine and distilled spirits for consumption off the premises where sold. The applicant states that they have an agreement to purchase the Type 21 liquor license from a license holder (Bent Prop Liquor and Deli) previously located at 724 Colusa Avenue. The applicant proposes to open a new store, Ainsley Avenue Market, and make interior and exterior improvements to the currently vacant building.

When ABC receives an application for a location where a high concentration of licenses exists within an existing census tract, and/or a crime rate exceeding 20% of the average, the local government is required to approve an application before ABC takes final action. In this instance, 1111 Gray Avenue (Ainsley Avenue Market's) application states the average number of offenses per police beat in Yuba City is 1,157. This location is in police beat three, which has a total number of 1,586 offenses, exceeding 120% of the average number of offenses.

**Analysis:**

Ainsley Avenue Market proposes to be open until 11pm, daily. The ABC and State Business and Professions Code, Section 23958, states the governing body must determine that the approval of this license would provide public convenience or necessity, in order for the license application to be approved by ABC in this location due to the total number of offenses in the reporting district exceeding 120% of the average number of offenses.

The Police Department has reviewed the application and after receiving additional information about the proposed market business, does not oppose the proposed license transfer.

The City has not adopted processing procedures for ABC requests. Traditionally, staff has circulated applications to the Police Department and brought them forward for Council consideration. Should the Council desire to adopt processing procedures for ABC licensing requests, direction should be provided to staff to do so.

Mailed notice was provided to all property owners within 300 feet of the boundaries of this site.

**Fiscal Impact:**

No direct fiscal impact will result from making a finding of public convenience and necessity for the premise-to-premise transfer of a Type 21 (Off-Sale General) Alcoholic Beverage Control License at 1111 Gray Avenue in Yuba City (Ainsley Avenue Market).

**Alternatives:**

Do not make a finding of public convenience and necessity for the premise-to-premise transfer of a Type 21 (Off-Sale General) Alcoholic Beverage Control License at 1111 Gray Avenue in Yuba City (Ainsley Avenue Market).

**Recommendations:**

Adopt a Resolution making a finding of public convenience and necessity for the premise-to-premise transfer of a Type 21 (Off-Sale General) Alcoholic Beverage Control (ABC) License from 724 Colusa Avenue to 1111 Gray Avenue in Yuba City (Proposed Ainsley Avenue Market).

**Attachments:**

1. Proposed Resolution Finding of Convenience and Necessity 1111 Gray Ave
2. Department of Alcoholic Beverage Control Application
3. Applicant Letter
4. Parking Study
5. Tenant Improvement Elevations and Site Plan

**Prepared By:**

Aaron Brown  
Assistant Planner

**Submitted By:**

Diana Langley  
City Manager

# ATTACHMENT 1

**RESOLUTION NO. [REDACTED]**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY  
MAKING A FINDING OF PUBLIC CONVENIENCE AND NECESSITY FOR  
THE ISSUANCE OF A TYPE 21 (OFF-SALE GENERAL) ALCOHOLIC  
BEVERAGE CONTROL (ABC) LICENSE AT 1111 GRAY AVENUE,  
YUBA CITY (AINSLEY AVENUE MARKET)**

**WHEREAS**, pursuant to applicable provisions of the Business and Professions Code, the Department of Alcoholic Beverage Control (hereinafter the “ABC”) is charged with the responsibility of reviewing applications and issuance of licenses for the sale and/or manufacture of alcoholic beverages in the State of California; and

**WHEREAS**, Section 23958 of the Business and Professions Code provides that the ABC shall deny an application for a license if issuance of that license would tend to create a law enforcement problem, or if issuance would result in or add to an undue concentration of licenses, except as provided in Section 23958.4 of said Business and Professions Code; and

**WHEREAS**, Section 23958.4 of the Business and Professions Code provides that, notwithstanding the limitations of Section 23958, the ABC shall issue a license if the applicant shows that “public convenience or necessity” would be served by the issuance of such license; and

**WHEREAS**, the City of Yuba City has received an application for a Public Convenience and Necessity determination that was filed by Hanish Bassi, the (“Applicant”) who is the owner of Ainsley Avenue Market located at 1111 Gray Avenue, in Yuba City, requesting a letter of Public Convenience and Necessity to allow a Type 21 (Off-Sale General) License in a census tract that has surpassed the number of allotted licenses and is located in Police Beat 3 which has a higher-than-average crime rate; and

**WHEREAS**, said Section 23958.4 further provides that the determination of “public convenience or necessity” shall be made by the local governing body of the area in which the applicant’s premises are located with regard to certain applications, including on-site sales of alcohol at Ainsley Avenue Market; and

**WHEREAS**, the City Council has considered this matter, and desires to find that the public convenience and necessity would be served by granting an additional Type 21 (Off-Sale General) License for the location at 1111 Gray Avenue, in Yuba City.

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

1. The recitals and findings set forth above are true and correct and incorporated herein by this reference.
2. The City Council finds that this matter is not a “project” for the purposes of the California Environmental Quality Act (CEQA) as it is merely a determination whether the public convenience and necessity would be served by the issuance of a Type 21 (Off-Sale General) License for the location at 1111 Gray Avenue (Ainsley Avenue Market). It does

not have a potential for resulting in a reasonably foreseeable physical change to the existing environment.

3. The City Council finds and determines the public convenience and necessity is met in the present circumstances for reasons including the following:
  - a. The alcohol sales associated with the issuance of a Type 21 (Off-Sale General) license at 1111 Gray Avenue to allow for the continued off-site consumption of beer, wine and distilled spirits will have limited hours until 11pm every day of the week.
  - b. The request for a premise to premise transfer of an existing Type 21 (Off-Sale General) license to allow alcohol sales for off-premise consumption in conjunction with this establishment will not adversely affect the surrounding land uses and the growth and development of the area because this use is compatible with the nearby developments.
  - c. The determination of Public Convenience or Necessity, under the conditions imposed, will not be detrimental to the health and safety of the citizens of the City of Yuba City.
4. This resolution shall take effect immediately.

**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 19<sup>th</sup> day of September, 2023, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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Wade Kirchner, Mayor

**ATTEST:**

---

Ciara Wakefield, City Clerk Administrator

**APPROVED AS TO FORM:**

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Shannon L. Chaffin, City Attorney

## ATTACHMENT 2

**INFORMATION AND INSTRUCTIONS -****SECTION 23958.4 B&P**

Instructions This form is to be used for all applications for original issuance or premises to premises transfer of licenses.

- Part 1 is to be completed by an ABC employee, given to applicant with pre-application package, with copy retained in holding file or applicant's district file.
- Part 2 is to be completed by the applicant, and returned to ABC.
- Part 3 is to be completed by the local governing body or its designated subordinate officer or body, and returned to ABC.

**PART 1 - TO BE COMPLETED BY ABC**

## 1. APPLICANT'S NAME

BASSI, HANISH et al

## 2. PREMISES ADDRESS (Street number and name, city, zip code)

1111 GRAY AVE, YUBA CITY, CA 95991

## 3. LICENSE TYPE

21

## 4. TYPE OF BUSINESS

- |                                                                 |                                            |                                                        |                                                |
|-----------------------------------------------------------------|--------------------------------------------|--------------------------------------------------------|------------------------------------------------|
| <input type="checkbox"/> Full Service Restaurant                | <input type="checkbox"/> Hofbrau/Cafeteria | <input type="checkbox"/> Cocktail Lounge               | <input type="checkbox"/> Private Club          |
| <input type="checkbox"/> Deli or Specialty Restaurant           | <input type="checkbox"/> Comedy Club       | <input type="checkbox"/> Night Club                    | <input type="checkbox"/> Veterans Club         |
| <input type="checkbox"/> Cafe/Coffee Shop                       | <input type="checkbox"/> Brew Pub          | <input type="checkbox"/> Tavern: Beer                  | <input type="checkbox"/> Fraternal Club        |
| <input type="checkbox"/> Bed & Breakfast:                       | <input type="checkbox"/> Theater           | <input type="checkbox"/> Tavern: Beer & Wine           | <input type="checkbox"/> Wine Tasting Room     |
| <input type="checkbox"/> Wine only <input type="checkbox"/> All |                                            |                                                        |                                                |
| <input type="checkbox"/> Supermarket                            | <input type="checkbox"/> Membership Store  | <input type="checkbox"/> Service Station               | <input type="checkbox"/> Swap Meet/Flea Market |
| <input checked="" type="checkbox"/> Liquor Store                | <input type="checkbox"/> Department Store  | <input type="checkbox"/> Convenience Market            | <input type="checkbox"/> Drive-in Dairy        |
| <input type="checkbox"/> Drug/Variety Store                     | <input type="checkbox"/> Florist/Gift Shop | <input type="checkbox"/> Convenience Market w/Gasoline |                                                |
| <input type="checkbox"/> Other - describe:                      |                                            |                                                        |                                                |

## 5. COUNTY POPULATION

## 6. TOTAL NUMBER OF LICENSES IN COUNTY

## 7. RATIO OF LICENSES TO POPULATION IN COUNTY

☐ On-Sale ☐ Off-Sale☐ On-Sale ☐ Off-Sale

## 8. CENSUS TRACT NUMBER

501.02

## 9. NO. OF LICENSES ALLOWED IN CENSUS TRACT

4

## 10. NO. OF LICENSES EXISTING IN CENSUS TRACT

6

☐ On-Sale ☒ Off-Sale☐ On-Sale ☒ Off-Sale

## 11. IS THE ABOVE CENSUS TRACT OVERCONCENTRATED WITH LICENSES? (i.e., does the ratio of licenses to population in the census tract exceed the ratio of licenses to population for the entire county?)

- ☒ Yes, the number of existing licenses exceeds the number allowed
- ☐ No, the number of existing licenses is lower than the number allowed

## 12. DOES LAW ENFORCEMENT AGENCY MAINTAIN CRIME STATISTICS?

- ☒ Yes (Go to Item #13)
- ☒ No (Go to Item #20)

## 13. CRIME REPORTING DISTRICT NUMBER

Beat 3

## 14. TOTAL NUMBER OF REPORTING DISTRICTS

5

## 15. TOTAL NUMBER OF OFFENSES IN ALL REPORTING DISTRICTS

5786

## 16. AVERAGE NO. OF OFFENSES PER DISTRICT

1157

## 17. 120% OF AVERAGE NUMBER OF OFFENSES

1389

## 18. TOTAL NUMBER OF OFFENSES IN REPORTING DISTRICT

1586

## 19. IS THE PREMISES LOCATED IN A HIGH CRIME REPORTING DISTRICT? (i.e., has a 20% greater number of reported crimes than the average number of reported crimes as determined from all crime reporting districts within the jurisdiction of the local law enforcement agency)

- ☒ Yes, the total number of offenses in the reporting district equals or exceeds the total number in item #17
- ☐ No, the total number of offenses in the reporting district is lower than the total number in item #17

## 20. CHECK THE BOX THAT APPLIES (check only one box)

- ☐ a. If "No" is checked in both item #11 and item #19, Section 23958.4 B&P does not apply to this application, and no additional information will be needed on this issue. Advise the applicant to bring this completed form to ABC when filing the application.
- ☐ b. If "Yes" is checked in either item #11 or item #19, and the applicant is applying for a non-retail license, a retail bona fide public eating place license, a retail license issued for a hotel, motel or other lodging establishment as defined in Section 25503.16(b) B&P, or a retail license issued in conjunction with a beer manufacturer's license, or winegrower's license, advise the applicant to complete Section 2 and bring the completed form to ABC when filing the application or as soon as possible thereafter.
- ☒ c. If "Yes" is checked in either item #11 or item #19, and the applicant is applying for an off-sale beer and wine license, an off-sale general license, an on-sale beer license, an on-sale beer and wine (public premises) license, or an on-sale general (public premises) license, advise the applicant to take this form to the local governing body, or its designated subordinate officer or body to have them complete Section 3. The completed form will need to be provided to ABC in order to process the application.

Governing Body/Designated Subordinate Name:

Yuba City Planning Dept

**FOR DEPARTMENT USE ONLY**

PREPARED BY (Name of Department Employee)

Jennifer L Weston

ABC-245 (rev. 01-11)



**PART 2 - TO BE COMPLETED BY THE APPLICANT (If box #20b is checked)**

21. Based on the information on the reverse, the Department may approve your application if you can show that public convenience or necessity would be served by the issuance of the license. Please describe below the reasons why issuance of another license is justified in this area. You may attach a separate sheet or additional documentation, if desired. Do *not* proceed to Part 3.

22. APPLICANT SIGNATURE

23. DATE SIGNED

**PART 3 - TO BE COMPLETED BY LOCAL OFFICIALS (If box #20c is checked)**

The applicant named on the reverse is applying for a license to sell alcoholic beverages at a premises where undue concentration exists (i.e., an over-concentration of licenses and/or a higher than average crime rate as defined in Section 23958.4 of the Business and Professions Code). Sections 23958 and 23958.4 of the Business and Professions Code requires the Department to deny the application unless the local governing body of the area in which the applicant premises are located, or its designated subordinate officer or body, determines within 90 days of notification of a completed application that public convenience or necessity would be served by the issuance. Please complete items #24 to #30 below and certify or affix an official seal, or attach a copy of the Council or Board resolution or a signed letter on official letterhead stating whether or not the issuance of the applied for license would serve as a public convenience or necessity.

24. WILL PUBLIC CONVENIENCE OR NECESSITY BE SERVED BY ISSUANCE OF THIS ALCOHOLIC BEVERAGE LICENSE?

☐

Yes

☐

No

☐

See Attached (i.e., letter, resolution, etc.)

25. ADDITIONAL COMMENTS, IF DESIRED (may include reasons for approval or denial of public convenience or necessity):

26. CITY/COUNTY OFFICIAL NAME

27. CITY/COUNTY OFFICIAL TITLE

28. CITY/COUNTY OFFICIAL PHONE NUMBER

29. CITY/COUNTY OFFICIAL SIGNATURE

30. DATE SIGNED

## ATTACHMENT 3

Rattan Bassi  
Ainsley Ave Market  
1111 Gray Ave  
Yuba City, CA 95991

Honorable City Council  
1201 Civic Center Boulevard,  
Yuba City, CA 95991  
Dear Council members,

I am writing to ask for your support in completing a Public Convenience and Necessity Evaluation that is being required of our business by the California Alcoholic Beverage Control Department (ABC). We are a local small business owner located here in Yuba City. As we were looking to grow our business in Yuba City, we identified neighborhoods in Yuba City that did not currently have a neighborhood corner store. During this process we found that the recently closed dry cleaning building located at the 1111 Gray Ave was for sale. Before purchasing the property, we confirmed with City staff that 1111 Gray Ave was appropriately zoned for a neighborhood corner store.

Once we purchased the property, we entered into an agreement to purchase a liquor license from the former Bent Prop Liquor & Deli, located at 724 Colusa Ave. Although the Bent Prop is less than 1600 linear feet away from our new store (Ainsley Avenue Market), that we hope to open in 2023, Alcohol Beverage & Control (ABC) requires as part of the transfer for the City to consider a Public Convenience and Necessity (PCN) determination.

We have spoken to City staff over the past couple of years regarding this project and we appreciate their assistance and professionalism in assisting us and understanding the need for City Council to consider our request. Please consider the following benefit to the City and neighborhood as part of your deliberation:

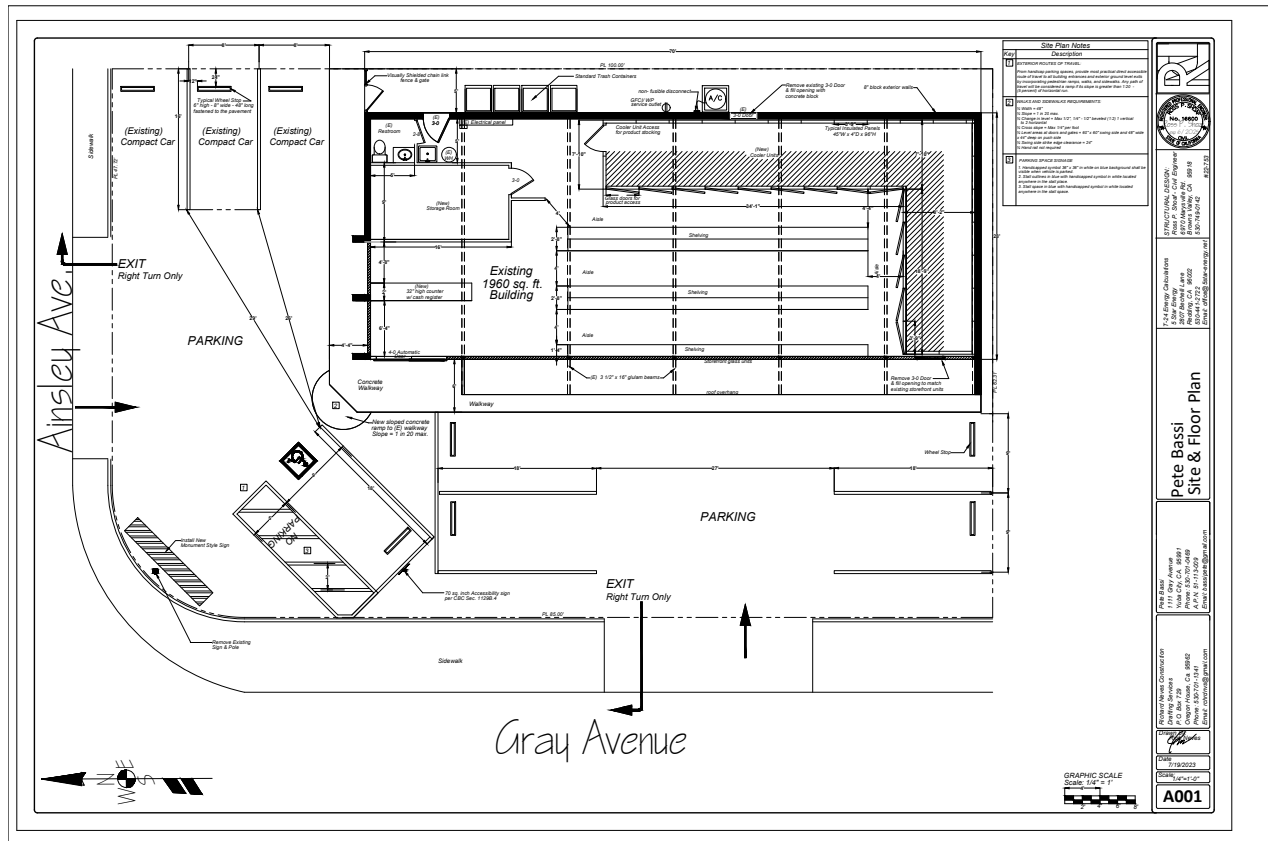
1. Locally owned and operated store
2. This is not a new liquor license but rather just a transfer of a license from one closed store to a new store serving a neighborhood
3. We only employ local residents, providing much needed employment to many members of the community.
4. Our project will generate new sales tax and property tax to the City.
5. Currently the building is vacant and has not been improved in my years.
6. Once our PCN is approved we will begin the construction process to make improvements to both the inside and outside of the building.
7. Provides a true neighborhood market for the surrounding neighborhood (Attached is a partial list of items that will be sold in our store)

Based upon our original letter submitted to the City. City staff requested that we provide additional information on four areas which is included below.

### 1. Trash Enclosure

The operations of this business can be serviced by Recology's 96 gallon bins. This will include four blue recycling bins and two gray garbage bins that will be located on the east side of the building behind a 6ft high privacy fence. The fence is located perpendicular from the north east corner of the existing building to the good neighbor fence on the east property line.

The garbage bins will be screened from public view at all times when stored. The bins will be placed along Ainsley, on the north east side of the property, weekly, on our regular trash collection day. The bins will be removed from the street and placed back behind the 6ft high privacy fence within an hour of them being serviced by Recology. The exact location of the bins can be seen on the site layout below and attached.



### Parking

Currently the site is developed with six existing parking stalls, five of which are compact stalls. Since the site is developed, we have limited space for new parking stalls. As part of our proposals we will maintain the three existing compact stalls located on the northeast side of property and we will add one van accessible, ADA compliant stall in front of the building. Access of these stall will be from Ainsley Ave. We are proposing to replace the existing three compact stalls located on the southwest side of the project by provide four full size parking

stalls, along the west side of the building. These stalls will be accessed from Gray Avenue. A site layout for the parking is noted above and attached.

### **Vagrancy**

Yuba City has seen a significant increases in homelessness and vagrancy. We purchased the building in 2020 and it was a vacant building, attracting a number of vagrants and loiterers. Since purchasing the building we have actively secured the property to ensure it is clean and to ensure that no loitering is allowed on the property. We also proactively signed the necessary paperwork with YCPD to allow them to site trespassers on our property, although to our knowledge that has not been needed to date.

Once we open our neighborhood market, we will have a four-prong approach to dealing with vagrancy related issues.

**Staff Training** – Our first line of defense is providing regularly training staff to ensure our customers are not allowed to loiter or use products purchased at the store on or around the property.

**Video Cameras** – Video cameras will be installed both on the interior and exterior of the building

**Private Security** – We will contract with a local private security business to provide regular security of the property. If we do have an issue with vagrancy, we will first call the private security firm to assist with any issues.

**Local Law Enforcement** – If an emergency arises that our employees or private security are unable to handle, we will call Yuba City police department to assist.

### **Hours of Operations**

It is our desire to be open from 7 a.m. to 11 p.m.

We are committed to taking all feasible steps to address any concerns that the City or residents might have about our proposed store and will ensure all local and state codes are strictly followed. We know and understand that we must be good neighbors and already actively maintain our facility and we will ensure a safe place of business for both our customers and surrounding neighbors.

We are very excited for this opportunity to grow our business in Yuba City and hope you will support our PCN. If you or staff have any questions or concern about our application, please let us know so that we can resolve them and open our store in a timely manner.

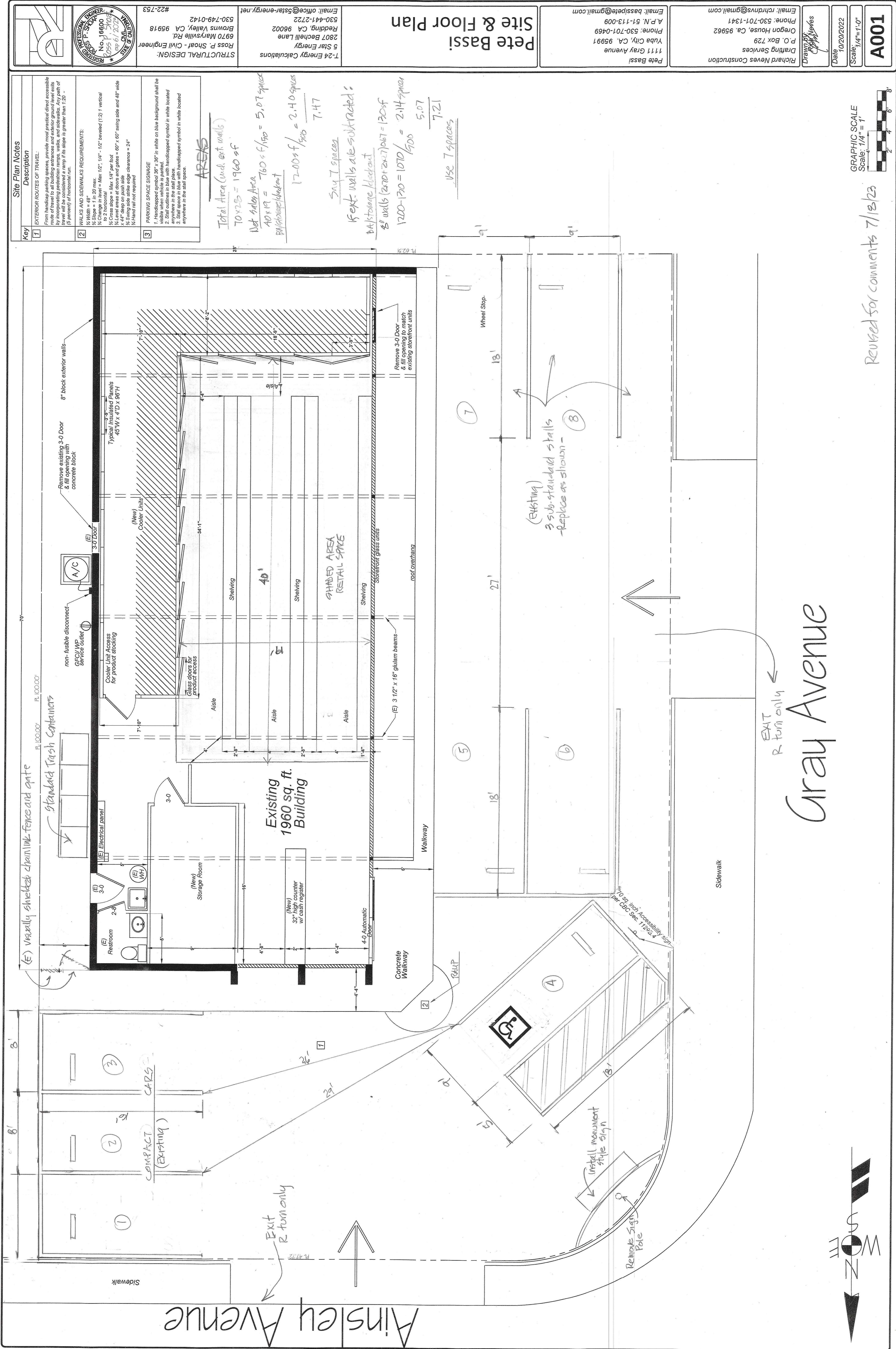
Puneet Bassi  
Hanish Bassi  
Rattan Bassi

### **Partial Store Inventory**

- Non-Alcoholic Beverages, soda, juice, energy drinks, water bottled water, coffee, drink mixes
- Ice cream and dairy products, milk, yogurt, and cheese.
- Toiletries, shampoo, toothpaste, tissue, diapers.
- Beer and wine
- Tobacco products cigarettes, chewing tobacco, cigarillos
- BBQ Supplies harcoal and charcoal fluid.
- Canned Food
- Assorted Home supplies – Sugar, Salt, baking soda, ketchup, ranch, hot sauce, mustard, mayo, disposable cups and plates, forks, vegetable oil, popcorn, cup of noodles, jello, cake mix. Lysol, Windex, matches, hand soap, dishwashing soap, trash bags, paper towels, toothpaste and mouthwash.
- Variety of Snack & Packaged -- including cracker jack, pop corn, sunflower seeds, beef jerkey, etc. We hope to include locally produced products like jams, baked goods, etc.
- Over the counter medications/health and beauty, including but not limited to Advil, Tylenol, Tylenol, Excedrin, Aspirin 81mg, Benadryl, Pepto, Tampax, clear eyes, vising, Chap Sticks, deodorants, soap, etc.,
- Automotive Supplies – Oil, brake fluid etc.
- Pet Supplies
- Fresh Fruit & Vegetables
- Beer, Wine, Spirits & Hard Alcohol
- Lottery Tickets

## ATTACHMENT 4





**Pete Bassi**  
Site & Floor Plan

Pete Bassi  
1111 Gray Avenue  
Yuba City, CA 95991  
Phone: 530-701-0469  
A.P.N. 51-113-009  
Email: bassipete@gmail.com

Richard Neves Construction  
Drafting Services  
P.O. Box 729  
Oregon House, Ca. 95962  
Phone: 530-701-1341  
Email: richrdrvs@gmail.com

Richard Neves  
Date: 10/20/2022  
Scale: 1/4" = 1'-0"  
**A001**

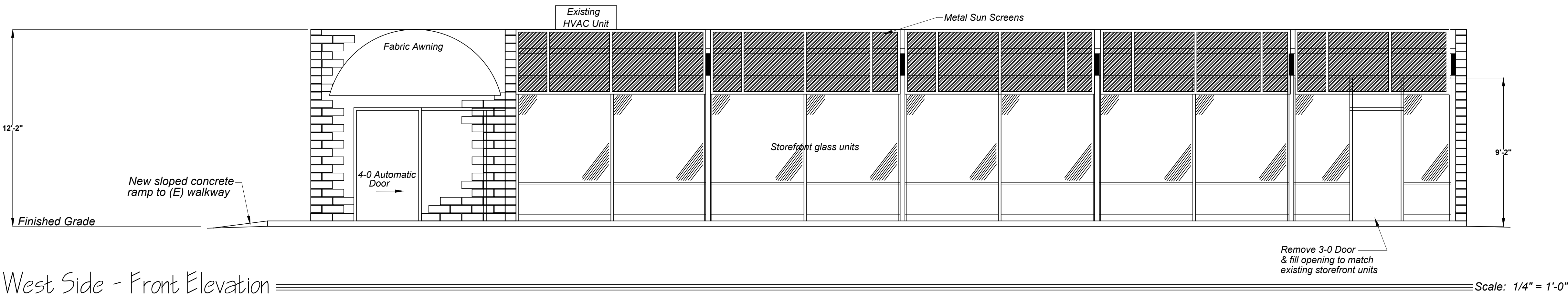
| Key | Site Plan Notes                                                                                                                                                                                                                                                                                                                                                                             |
|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1   | <b>EXTERIOR ROUTES OF TRAVEL:</b><br>From handicap parking spaces, provide most practical direct accessible route of travel to all building entrances and exterior ground level exits. If the route of travel is not direct, it shall be the most accessible route of travel. The path of travel will be considered a ramp if the slope is greater than 1:20 (5 percent) of horizontal run. |
| 2   | <b>WALKS AND SIDEWALKS REQUIREMENTS:</b><br>1/4" Slope = 1 in 20 max.<br>1/4" Change in level = Max 1/2" - 1/4" - 1/2" leveled (1:2) 1 vertical to 2 horizontal Max 1/4" per foot.<br>1/4" Level areas at doors and gates = 60" x 60" silling side and 48" wide x 44" deep on push side.<br>1/4" Silling side silling edge clearance = 24".<br>1/4" Handicap ramp not required.             |
| 3   | <b>PARKING SPACE SIGNAGE:</b><br>1. Handicapped symbol 36" x 36" in white on blue background shall be visible when vehicle is parked.<br>2. Stall outlines in blue with handicapped symbol in white located anywhere in the stall space.<br>3. Stall space in blue with handicapped symbol in white located anywhere in the stall space.                                                    |

**AREAS**  
Total Area (incl. ext. walls)  
70x125 = 1960 sf  
Net Sales Area  
40x19 = 760 sf / 150 = 5.07 spaces  
Backstage (lockout)  
1200 sf / 150 = 8.00 spaces  
7.47  
Say 7 spaces  
Rext. walls are subtracted:  
Backstage (lockout)  
8' walls (2x10 + 2x17) 1067 = 130 sf  
1200 - 130 = 1070 / 150 = 7.14 spaces  
5.07  
7.21  
Use 7 spaces

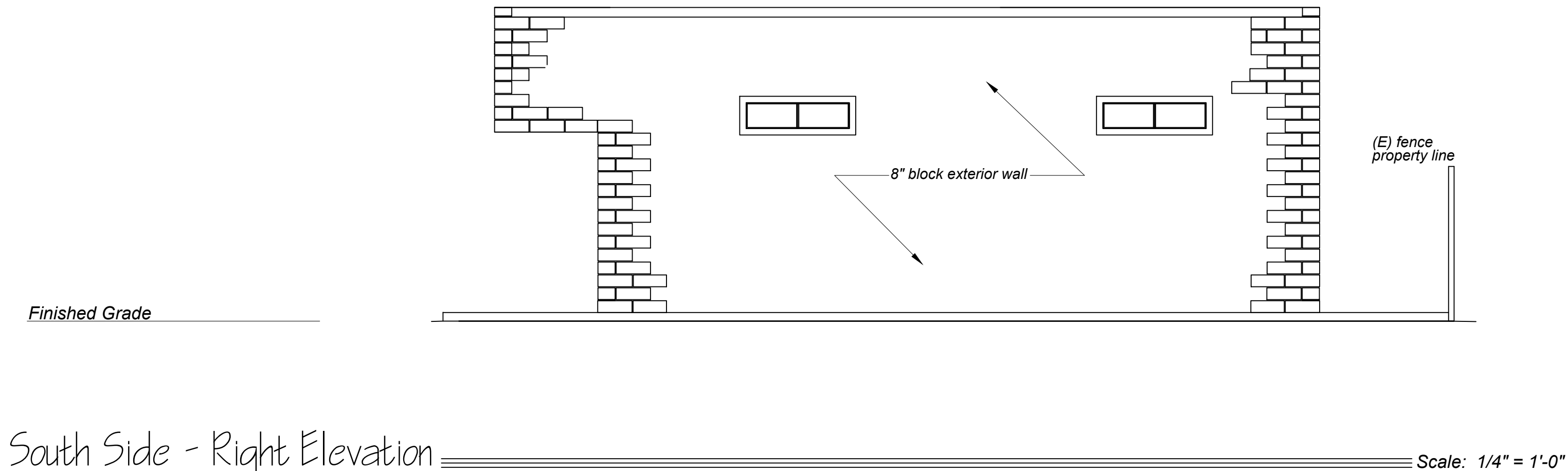
GRAPHIC SCALE  
Scale: 1/4" = 1'-0"  
Revised for comments 7/12/23



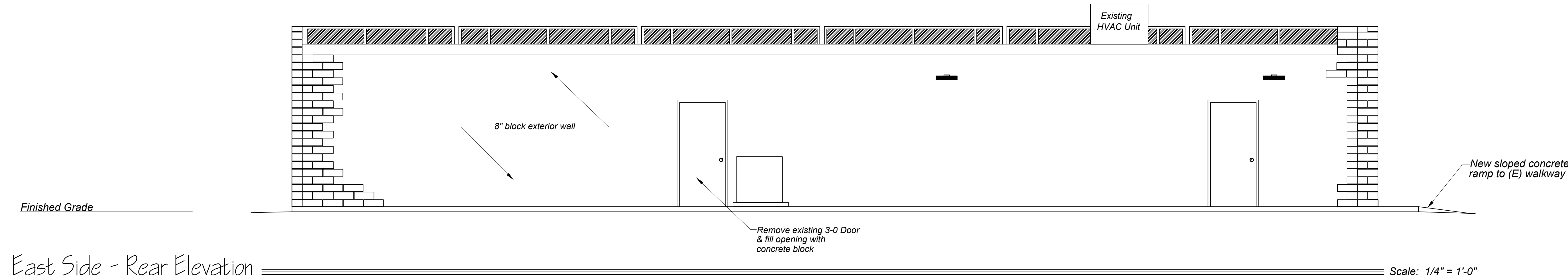
## ATTACHMENT 5



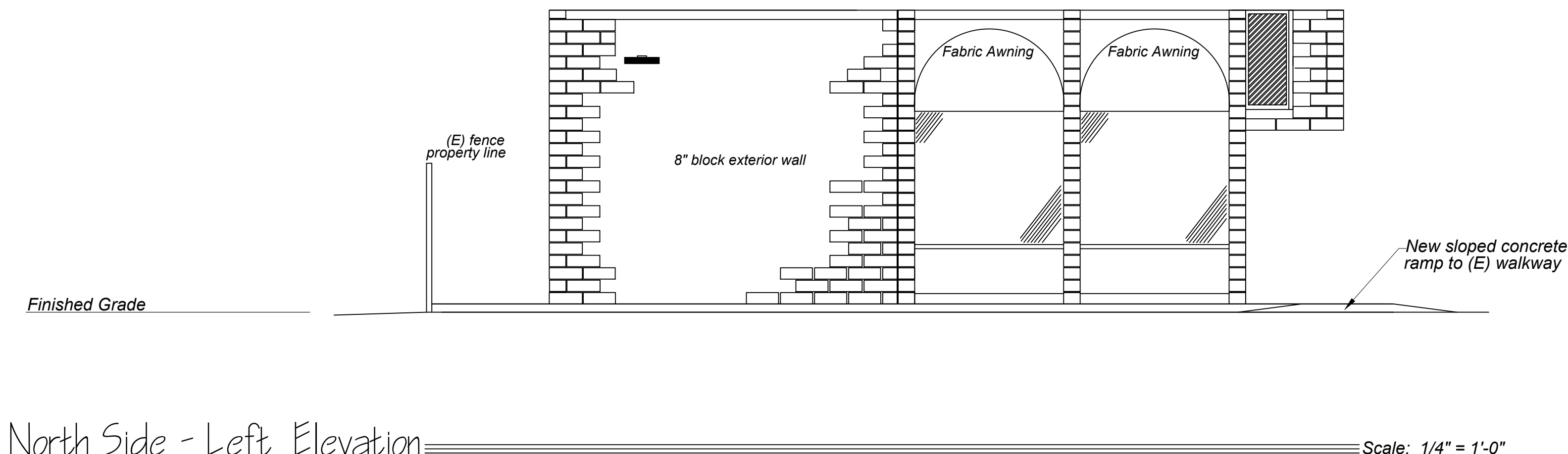
West Side - Front Elevation



South Side - Right Elevation



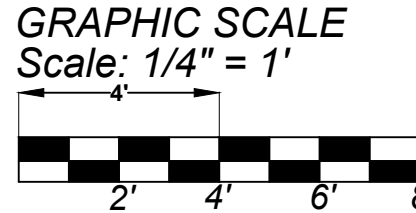
East Side - Rear Elevation



North Side - Left Elevation

**ELECTRICAL:**  
Jose Rosales: Rosales Electric  
1925 Crystal Creek Lane  
Yuba City, CA 95991  
Phone: 530-933-9354  
Email: joselr32@yahoo.com

**COOLER DESIGN:**  
Atlantic HVAC INC. (Ken)  
9320 Trebbiano Cir.  
Elk Grove, CA 95624  
Phone: 916-743-7096  
Email: atlanticheat@yahoo.com



**STRUCTURAL DESIGN:**  
Ross P. Shoaf - Civil Engineer  
6870 Marysville Rd.  
Browns Valley, CA 95918  
530-749-0142 #22-753

**T-24 Energy Calculations**  
5 Star Energy  
2807 Bechelli Lane  
Redding, CA 96002  
530-441-2722  
Email: office@5star-energy.net

**Pete Bassi TI Elevations**

**Pete Bassi**  
1111 Gray Avenue  
Yuba City, CA. 95991  
Phone: 530-701-0469  
A.P.N. 51-113-009  
Email: bassipete@gmail.com

**Richard Neves Construction**  
Drafting Services  
P.O. Box 729  
Oregon House, Ca. 95962  
Phone: 530-701-1341  
Email: rchrdnvs@gmail.com

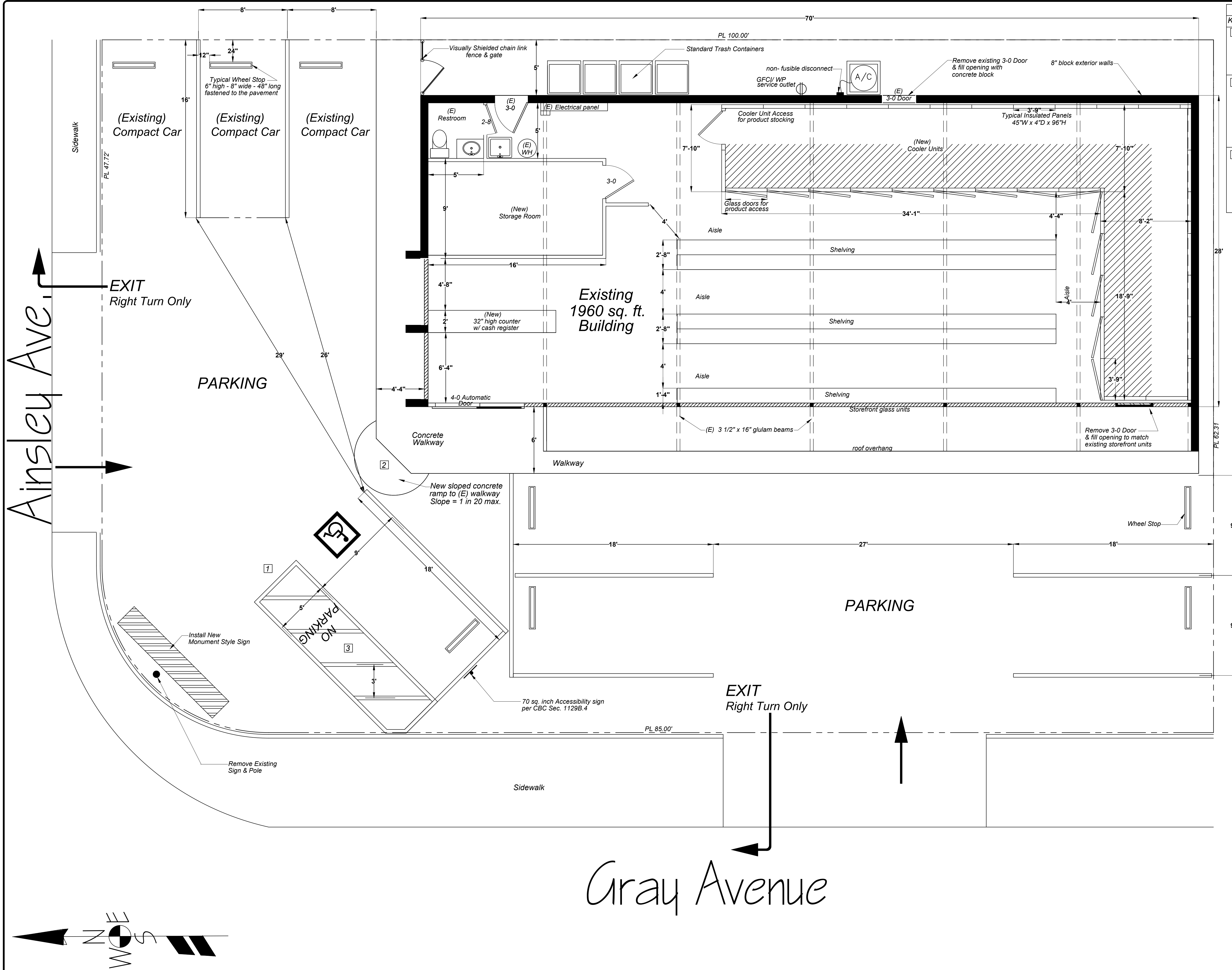
**Drawn by:**  
Richard Neves

**Date**  
10/20/2022

**Scale:**  
1/4"=1'-0"

**A003**





| Site Plan Notes |                                                                                                                                                                                                                                                                                                                                                                                         |
|-----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Key             | Description                                                                                                                                                                                                                                                                                                                                                                             |
| 1               | EXTERIOR ROUTES OF TRAVEL:<br>From handicap parking spaces, provide most practical direct accessible route of travel to all building entrances and exterior ground level exits by incorporating pedestrian ramps, walks, and sidewalks. Any path of travel will be considered a ramp if its slope is greater than 1:20 - (5 percent) of horizontal run.                                 |
| 2               | WALKS AND SIDEWALKS REQUIREMENTS:<br>1/2 Width = 48"<br>1/2 Slope = 1 in 20 max.<br>1/2 Change in level = Max 1/2" - 1/2" beveled (1:2) 1 vertical to 2 horizontal<br>1/2 Cross slope = Max 1/4" per foot<br>1/2 Level areas at doors and gates = 60" x 60" swing side and 48" wide x 44" deep on push side<br>1/2 Swing side strike edge clearance = 24"<br>1/2 Hand rail not required |
| 3               | PARKING SPACE SIGNAGE<br>1. Handicapped symbol 36" x 36" in white on blue background shall be visible when vehicle is parked.<br>2. Stall outlines in blue with handicapped symbol in white located anywhere in the stall place.<br>3. Stall space in blue with handicapped symbol in white located anywhere in the stall space.                                                        |

STRUCTURAL DESIGN:  
Ross P. Shoar - Civil Engineer  
6970 Marysville Rd.  
Browns Valley, CA 95918  
530-749-0142  
#22-753

T-24 Energy Calculations  
5 Star Energy  
2807 Bechell Lane  
Redding, CA 96002  
530-441-2722  
Email: office@5star-energy.net

Pete Bassi  
Site & Floor Plan

Pete Bassi  
1111 Gray Avenue  
Yuba City, CA. 95991  
Phone: 530-701-0469  
A.P.N.: 51-113-009  
Email: bassipete@gmail.com

Richard Neves Construction  
Drafting Services  
P.O. Box 729  
Oregon House, Ca. 95962  
Phone: 530-701-1341  
Email: richdnevs@gmail.com

Drawn by:  
Rich Neves

Date:  
7/19/2023

Scale:  
1/4"=1'-0"

A001

CITY OF YUBA CITY  
STAFF REPORT

**Date:** October 3, 2023  
**To:** Honorable Mayor & Members of the City Council;  
**From:** Fire Department  
**Presentation By:** Jesse Alexander, Fire Chief

---

**Summary**

**Subject:** Emergency Organization Structure  
**Recommendation:** A. Conduct a Public Hearing and;  
B. Introduce an Ordinance of the City Council of the City of Yuba City, California, Amending Chapter 8 of the Yuba City Municipal Code regarding emergency organization, and waive the first reading  
**Fiscal Impact:** No fiscal impact.

---

**Purpose:**

To update the Municipal Code to modify the emergency organization structure and program, to define roles and responsibilities further, and to authorize the appointment of standby Council members pursuant to Government Code Section 8635 to act in the absence of regular Council members.

**Council's Strategic Goal:**

Modifying the City's emergency organizational structure supports the Council's goal of Public Safety.

**Background:**

The 2017 California State Emergency Plan states, "All local governments with certified disaster councils are required to develop Emergency Operations Plans (EOP) for their jurisdiction that meet state and federal requirements and are in accordance with Cal OES Local Planning Guidance." The Yuba City Disaster Council was established in 1974 and later amended in 1984. On November 15, 2022, the City Council of Yuba City adopted a Resolution approving the City of Yuba City's Emergency Operations Plan.

As outlined in the 2022 Emergency Operations Plan, a local emergency may be proclaimed by the City Council or the City Manager/Director of Emergency Services. If the City Manager/Director of Emergency Services proclaims a local emergency, the City Council must ratify it within seven (7) days. The City Council must review the need for the proclamation at least every 30 days until the local emergency is terminated.

**Analysis:**

In the event of an actual incident or event, threat of disaster, or extreme peril to the safety of persons and/or property caused by natural or man-made situations resulting in a local proclamation of emergency by the City Manager/Director of Emergency Services, regular Yuba City Council members may be unable to meet the requirements of ratification within seven (7) days of the proclamation due to access or lack of physical capabilities. Staff proposes to amend Chapter 8 of the Yuba City Municipal Code in its entirety, which is outlined in Exhibit A, which addresses the appointment of standby Council members pursuant to Government Code section 8635 to act in the absence of regular Council members and selection of temporary City Council members. The proposed changes address the following:

**Additional Flexibility:** In the event that a Council cannot be formed during an emergency, under State law, the Chairman of the Sutter Board of Supervisors can appoint temporary Council members. If the Sutter County Chairman is not available, then the Chairman of other counties within a 150-mile radius can be used to appoint temporary Council members. If none are available, then the mayors of other cities can be used to make an appointment. This can result in a delay in the ratification of a declaration of emergency by the City Manager within the seven days required by law. The proposed ordinance sets up a process where Councilmembers appoint “standby members” from their District, which are ratified by the City Council, who serve in the event of the absence or unavailability of the Councilmember during an emergency. This allows for additional local control, provides for a clear chain of succession, and allows for action to be more swiftly taken by the City Council during an emergency.

**Disaster Council:** The City Council sits as the Yuba City Disaster Council. The proposed ordinance clarifies that if the Mayor is unavailable, the Vice-Mayor serves as the chair. If the Vice-Mayor is unavailable, the remaining elected Councilmembers will serve as the chair starting with District 1. Only if there are no elected council members shall an activated “standby” councilmember serve as the chair.

**Director of Emergency Services:** The City Manager serves as the Director of Emergency Services. The proposed ordinance confirms the City Manager’s authority to designate a replacement in the event the City Manager is unavailable and to designate an order of succession. It also confirms the City Council’s authority to appoint an Acting City Manager if the City Manager cannot do so.

**Clarification of Authority:** The proposed ordinance clarifies the authority of the Director of Emergency Services to carry out the City’s Emergency Operations Plan, issue rules and regulations (subject to subsequent ratification by the City Council), authorize the use of any gifted services, or equipment, etc., and to declare a shelter crisis in a situation where a significant number of persons are without the ability to obtain shelter.

**Fiscal Impact:**

No Fiscal Impact

**Alternatives:**

The Council may take no action, leaving the current Municipal Code in place.

**Recommendation:**

A. Conduct a Public Hearing, and;

B. Introduce an ordinance of the City Council of the City of Yuba City, California, Amending Chapter 8 of the Yuba City Municipal Code regarding emergency organization, and waive the first reading.

**Attachments:**

1. ATTACHMENT 1
2. Yuba City Emergency Organization Ordinance

Prepared By:  
Jesse Alexander  
Fire Chief

Submitted By:  
Diana Langley  
City Manager



# ATTACHMENT 1

ORDINANCE \_\_\_\_\_

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF YUBA CITY, CALIFORNIA, AMENDING CHAPTER 8 OF THE YUBA CITY MUNICIPAL CODE REGARDING EMERGENCY ORGANIZATION**

**WHEREAS**, the City Council of the City of Yuba City adopted Ordinance No. 682 in 1974 and Ordinance No. 952 in 1984 to establish the City's Emergency Organization structure and program; and

**WHEREAS**, the City Council desires to update the City's Emergency Organization structure and program to further define roles and responsibilities, and to authorize the appointment of standby Council members pursuant to Government Code Section 8635 to act in the absence of regular Council members.

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

**SECTION 1. Findings.** The City Council finds that the above recitals are true and correct and are incorporated herein by this reference as if set forth in full.

**SECTION 2. Emergency Organization.** Chapter 8 of the Yuba City Municipal Code is hereby amended in its entirety as set forth in Exhibit A hereto.

**SECTION 3. 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 4. 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 3rd day of October, 2023, and passed and adopted at a regular meeting held on the 17th day of October, 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

Exhibit A: Chapter 8. EMERGENCY ORGANIZATION

## EXHIBIT A

### CHAPTER 8. EMERGENCY ORGANIZATION

#### Sec. 2-8.01. Purposes.

The declared purposes of this chapter are to comply with the provisions of the California Emergency Services Act, Title Two, Division One, Chapter Seven of the Government Code of the State of California (commencing with Section 8585.5 or successor legislation) and to provide for the preparation and carrying out of plans for the protection of persons and property within this City in the event of an emergency; the direction of the ~~E~~emergency ~~o~~Organization; and the coordination of the emergency functions of this City with all other public agencies, corporations, organizations, and affected private persons.

#### Sec. 2-8.02. Emergency defined.

As used in this chapter, "emergency" shall mean the actual or threatened existence of conditions of disaster or of extreme peril to the safety of persons and property within the City caused by such conditions as air pollution, fire, flood, storm, epidemic, riot, earthquake, or other conditions, including conditions resulting from war or the imminent threat of war, but other than conditions resulting from a labor controversy, which conditions are, or are likely to be, beyond the control of the services, personnel, equipment, and facilities of the City, requiring the combined forces of other political subdivisions to combat.

#### Sec. 2-8.03. Disaster Council—Membership.

The Yuba City Disaster Council is hereby created and shall consist of the following:

- (a) The Mayor, who shall be the Chair~~man~~ (if the Mayor is unavailable then the Vice-Mayor shall be the Chairperson; if the Vice-Mayor is unavailable then the Councilmembers from District 1 through 5 (in order) shall be the Chairperson; but no Standby member shall be Chairperson unless no Councilmembers are available);
- (b) The Director of Emergency Services, who shall be the Vice-Chair~~man~~;
- (c) Such chiefs of emergency services as are provided for in a current Emergency Plan of the City adopted pursuant to the provisions of this chapter; and
- (d) Such representatives of civic, business, labor, veteran, professional, or other organizations having an official emergency responsibility, as may be appointed by the Director of Emergency Services with the advice and consent of the City Council.

#### Sec. 2-8.04. Disaster Council—Powers and duties; meetings.

It shall be the duty of the Yuba City Disaster Council, and it is hereby empowered, to develop and recommend for adoption by the City Council emergency and mutual aid plans and agreements and such ordinances, resolutions, rules, and regulations as are necessary to implement such plans and agreements. The Disaster Council shall meet upon the call of the Chair~~man~~ or, in his or her absence from the City or inability to call such meeting, upon the call of

the Vice-Chairman or, in their absence from the City or inability to call such meeting, upon the call of the next most senior Councilmember.

**Sec. 2-8.05. Director of Emergency Services—Offices created.**

(a) There is hereby created the office of Director of Emergency Services. The City Manager shall be the Director of Emergency Services. If the City Manager is unavailable the City Manager may designate an Acting City Manager. If the City Manager is unavailable and unable to appoint an Acting City Manager such an appointment can be made by the City Council.

(b) There is hereby created the office of Assistant Director of Emergency Services, who shall be appointed by the Director of Emergency Services.

**Sec. 2-8.06. Director of Emergency Services—Powers and duties.**

(a) The Director of Emergency Services is hereby empowered to:

- (1) Request the City Council to proclaim the existence or threatened existence of a "local emergency," if the City Council is in session, or to issue such proclamation if the City Council is not in session. Whenever a local emergency is proclaimed by the Director of Emergency Services, the City Council shall take action to ratify the proclamation within seven days thereafter, or the proclamation shall have no further force or effect;
- (2) Request the Governor of the State to proclaim a "state of emergency" when, in the opinion of the Director of Emergency Services, the locally available resources are inadequate to cope with the emergency;
- (3) Control and direct the effort of the Emergency Organization of the City for the accomplishment of the purposes of this chapter;
- (4) Direct cooperation between, and coordination of, the services and staff of the Emergency Organization of the City and resolve questions of authority and responsibility which may arise between them;
- (5) Represent the City in all dealings with public or private agencies on matters pertaining to emergencies as defined in Section 2-8.02 of this chapter; and
- (6) In the event of the proclamation of a "local emergency," as provided in this subsection (a), the proclamation of a "state of emergency" by the Governor or the Director of the California Office of Emergency Services, or the existence of a "state of war emergency," the Director of Emergency Services, and in his or her absence, the Assistant Director, is hereby empowered:

(i) To implement and carry out the City's Emergency Operations Plan;

(ii) To make and issue rules and regulations on matters reasonably related to the protection of life and property as affected by such emergency; provided,

however, such rules and regulations shall be confirmed at the earliest practicable time by the City Council;

(iii) To obtain vital supplies, equipment, and such other properties found lacking and needed for the protection of life and property, to bind the City for the fair value thereof, and, if required immediately, to commandeer the same for public use;

(iv) To require the emergency services of any City officer or employee and, in the event of the proclamation of a "state of emergency" in the County of the existence of a "state of war emergency," to command the aid of as many citizens of the community as he or she deems necessary in the execution of his or her duties. Such persons shall be entitled to all the privileges, benefits, and immunities as are provided by State laws for registered disaster service workers;

(v) To requisition the necessary personnel or materials of any City department or agency;

(vi) To execute all of his or her ordinary powers as City Manager, all of the special powers conferred upon him or her by the provisions of this chapter or by resolution of Emergency Operations Plan adopted by the City Council pursuant to the provisions of this chapter, and all powers conferred upon him or her by any statute, by any agreement approved by the City Council, or by any other lawful authority;

(vii) To authorize the use of any gifts of services, equipment, temporary loan of equipment, supplies, goods or other in-kind donations, as necessary to provide for the protection of life and property, regardless of whether the donation comes from public or private sources. The order authorizing the use of any gifts shall be in writing. Any such donations used by the City shall be deemed duly accepted by the City Council in accordance with Section 37354 of the California Government Code. A report of all such gifts shall be made to the City Council at its next regular meeting for review.

(viii) In the event of a situation in which a significant number of persons are without the ability to obtain shelter, resulting in a threat to their health and safety, the Director of Emergency Services may issue a declaration of a shelter crisis pursuant to Section 8698.2 of the California Government Code, and exercise all authority in accordance with Chapter 7.8 of Division 1 of Title 2 of the Government Code.

(7) Assign, as he or she determines appropriate, responsibility to emergency services chiefs for developing and directing the various City emergency response capabilities and providing for the training of City personnel.

(b) The Director of Emergency Services shall designate the order of succession to his or her office to take effect in the event the Director is unavailable to attend meetings or otherwise perform his or her duties during an emergency. Such order of succession shall be approved by the City Council. The Assistant Director of Emergency

Services, under the supervision of the Director, shall have such powers and duties as may be assigned by the Director.

**Sec. 2-8.07. Emergency organization.**

All officers and employees of the City, together with those volunteer forces enrolled to aid them during an emergency, and all groups, organizations, and persons who may, by agreement or operation of law, including persons pressed into service pursuant to the provisions of subsection (iv) of subsection (6) of subsection (a) of Section 2-8.06 of this chapter, be charged with duties incident to the protection of life and property in the City during such emergency, shall constitute the Emergency Organization of the City.

**Sec. 2-8.08. Emergency Operations Plan.**

The Yuba City Disaster Council shall be responsible for the development of the City of Yuba City Emergency Operations Plan, which shall provide for the effective mobilization of all the resources of the City, both public and private, to meet any condition constituting a local emergency, a state of emergency, or a state of war emergency, and shall provide for the organization, powers and duties, services, and staff of the Emergency Organization. Such plan shall take effect upon adoption by resolution of the City Council.

**Sec. 2-8.09. Standby City Council Members.**

Standby members of the City Council ("Standby members") are hereby authorized pursuant to the provisions of California Government Code Sections 8635 through 8644.

- (a) Each Council member may appoint up to three Standby members. If a Council member appoints more than one Standby member they shall be designated in order of succession (i.e. Standby 1, Standby 2, and Standby 3). Standby members must live in the Council District of the Council member making the appointment. Standby members should have prior experience serving on a City or local agency board, commission or council, but such experience is not mandatory. Consideration should be given to places of residence and work, so that the greatest probability of survivorship or availability shall exist. Appointment, removal, or replacement of Standby members may be made at any time and shall be subject to, and effective upon, ratification by the City Council. For newly elected or appointed Council members, the initial appointment of at least one standby member shall occur at the first regular Council meeting following the swearing-in of the newly elected or appointed Council member.
- (b) Standby members shall serve at the pleasure of the appointing Council member and may be removed and replaced at any time with or without cause subject to ratification by the City Council.
- (c) A Standby member shall confirm his or her acceptance of the appointment by taking the oath of office set forth in Article XX, Section 3, of the Constitution of the State of California at the time of appointment set forth in subsection (a) of this section.
- (d) Standby members must be informed of the duties of a Council member, be provided a copy of Article 15, Chapter 7, Division 1, Title 2 of the California Government Code,

keep informed of the business of the City Council to fill the position competently, immediately report for duty during a state of war emergency, a state of emergency, or a declared local emergency, and fill the position when their appointing regular Council member is unavailable during a state of war emergency, a state of emergency, or a declared local emergency.

- (e) Standby members may become activated during a state of war emergency, a state of emergency, or a declared local emergency. No Standby member shall become a member of the City Council unless there is a declared emergency described above. The mere vacancy of the regular Council member's office absent a declared emergency shall not activate the Standby member. The Standby member shall serve during the emergency if his or her regular member is unavailable, meaning that the regular member is killed, missing, or so seriously injured as to be unable to attend meetings and otherwise perform duties. Any question as to whether a particular member is unavailable shall be settled by the remaining available members of the Council, including Standby members who are serving at that time.
- (f) Upon standby Council members becoming activated, the City Council shall, if necessary, determine offices. In the event that both the Mayor and Vice Mayor are unavailable, then the remaining regular members of the Council shall determine the Temporary Presiding Officer. No Standby member shall become Mayor or Temporary Presiding Officer if any of the regular Council members are available to fill such position, although the Standby member shall continue to serve as a member of the governing body until the termination of the emergency, until the regular member becomes available, or until the regular member is replaced pursuant to provisions of State law.
- (g) The functions and duties of Standby members shall be as described in California Government Code Section 8641 and successor legislation.

#### **Sec. 2-8.10. Temporary City Council Members.**

Should all members of the Council, including all Standby members, be unavailable, temporary officers shall be appointed to serve until a regular member or a Standby member becomes available or until the election or appointment of a new regular or Standby member. Temporary officers shall be appointed as follows:

- (a) By the chairman of the Sutter County Board of Supervisors, but if not available, then
- (b) By the chairman of the Board of Supervisors of any other County within 150 miles of the City, beginning with the nearest and most populated county (Yuba County) and going to the farthest and least populated. If none is unavailable, then
- (c) By the mayor of any City within 150 miles of the City, beginning with the nearest and most populated City (Marysville) and going to the farthest and least populated.

#### **Sec. 2-8.11. Expenditures.**

Any expenditures made in connection with emergency activities, including mutual aid activities, shall be deemed conclusively to be for the direct protection and benefit of the inhabitants and property of the City.

**Sec. 2-8.12. Punishment of violations.**

It shall be a misdemeanor, punishable by a fine of not to exceed \$1000, or by imprisonment for not to exceed six months, or both, for any person during an emergency to:

- (a) Willfully obstruct, hinder, or delay any member of the Emergency Organization in the enforcement of any lawful rule or regulation issued pursuant to the provisions of this chapter or in the performance of any duty imposed upon him or her by virtue of the provisions of this chapter;
- (b) Do any act forbidden by any lawful rule or regulation issued pursuant to the provisions of this chapter if such act is of such a nature as to give, or be likely to give, assistance to the enemy or to imperil the lives or property of inhabitants of the City, or to prevent, hinder, or delay the defense or protection thereof; or
- (c) Wear, carry, or display, without authority, any means of identification specified by the California Office of Emergency Services.

**Sec. 2-8.13. Repeal of conflicting ordinances.**

Ordinance Nos. 682 and 952 are hereby repealed; provided, however, it is the intent of the City Council in enacting this chapter that it shall be considered as a revision and continuation of said ordinances, and the status of volunteers shall not be affected by such repeal, nor shall civil defense and disaster mutual aid plans and agreements, rules and regulations, or resolutions adopted pursuant to such repealed ordinances be affected by such repeal until amended, modified, or superseded as provided in this chapter.

CITY OF YUBA CITY  
STAFF REPORT

**Date:** October 3, 2023  
**To:** Honorable Mayor & Members of the City Council;  
**From:** Administration Department  
**Presentation By:** Diana Langley, City Manager

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**Summary**

**Subject:** 2023 Nagar Kirtan Sikh Parade  
**Recommendation:** Receive an update from staff on the planning efforts for the 2023 Nagar Kirtan Sikh Parade  
**Fiscal Impact:** None

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**Purpose:**

To receive an update on the public safety planning efforts for the annual Sikh Parade, scheduled for November 5, 2023.

**Council's Strategic Goal:**

This addresses Council's goal of Public Safety.

**Background:**

Every year on the first Sunday in November, the Gurdwara Sahib Sikh Temple on Tierra Buena Road hosts the Nagar Kirtan which includes a parade that begins at the Temple, which is located in Sutter County, and continues through the northwestern portion of Yuba City. Beginning in June, staff from multiple public safety agencies, including Yuba City Fire and Police, meet with Temple representatives to begin the planning process for the parade. As the City has recently enacted a new Special Event Permit (Permit) Process, staff is coordinating with Temple representatives to provide all of the items necessary to obtain a Permit.

**Analysis:**

With the parade scheduled for Sunday, November 5, staff will provide a status update on the Permit. The Council can then provide direction as appropriate should any modifications need to be made.

**Fiscal Impact:**

None.

**Recommendation:**



Receive an update from staff on the planning efforts for the 2023 Nagar Kirtan Sikh Parade.

**Attachments:**

None

Prepared By:  
Diana Langley  
City Manager

Submitted By:  
Diana Langley  
City Manager

## 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**