



AGENDA

APRIL 2, 2024

REGULAR MEETING OF THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY AND CITY COUNCIL CITY OF YUBA CITY

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

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

1201 Civic Center Blvd
Yuba City CA 95993

Wheelchair Accessible

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

AGENDA
REGULAR MEETING OF THE SUCCESSOR AGENCY TO THE REDEVELOPMENT
AGENCY AND
CITY COUNCIL - CITY OF YUBA CITY
APRIL 2, 2024
6:00 P.M. REGULAR MEETING
COUNCIL CHAMBERS/VIRTUAL

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

The Council Chambers will be open for public attendance and participation. The meeting will also be live streamed for public viewing, but not participation, at the following link: https://yubacity-net.zoom.us/webinar/register/WN_b5v7-yUZQAC6zqw4nw3pPg. Emailed comments sent to cityclerk@yubacity.net at least 24 hours before the meeting will be distributed to the City Council and the Successor Agency to the Redevelopment Agency prior to the meeting. Please identify the Agenda item(s) addressed by the comments.

Regular Meeting

Call to Order

Roll Call

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

Invocation/Inspiration

Pledge of Allegiance to the Flag

Agenda Modifications/Approval of Agenda

Ceremonial Presentations

1. **Sutter-Yuba Master Gardener's Proclamation**

Public Communication

2. **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.

- 3. Minutes from the March 13, 2024 Special Meeting and the March 19, 2024 Regular Meeting**
Recommendation: Approve minutes of the March 13, 2024, Special Meeting of the City Council and Yuba City Planning Commission and minutes of the March 19, 2024, Regular Meeting of the City Council
- 4. Green Means Go Program – Harter Parkway Corridor Improvement Project (Letter of Support)**
Recommendation: Adopt a Resolution authorizing the Mayor to sign a letter of support for maintaining REAP 2.0 program funding during the State budget process
- 5. Side Letters for Salary Survey with First Level Managers and Mid-Managers**
Recommendation: Adopt a Resolution approving salary survey side letters that amend the First Level Managers and Mid-Manager bargaining units' Memorandum of Understandings
- 6. Sutter Heritage Development Agreement Amendment**
Recommendation: Adopt an Uncodified Ordinance of the City Council of the City of Yuba City Adopting a Second Amended and Restated Development Agreement between the City of Yuba City and Chohan & Sons, Inc., Harnek Singh and Navjot Bala and Paramdeep K. Chohan for the Sutter Heritage Subdivisions (SM 05-05 and SM 08-01) Within the Sutter Heritage Master Plan Area (Assessor's Parcel 56-030-065), including associated CEQA Findings, by title only, and waive the second reading
- 7. Update to the 2021 Sutter County Local Hazard Mitigation Plan**
Recommendation: Authorize the Public Works and Development Services Director to submit a letter of intent to participate in the 2021 Sutter County Local Hazard Mitigation Plan Update project in support of a Sutter County grant application for funding the plan update
- 8. Signature Authority – DTSC Grant Agreement for cleanup of Successor Agency-owned property (442 B Street)**
Recommendation: Adopt a Joint Resolution authorizing the City Manager of the City of Yuba City to execute all necessary grant agreement documents and the Finance Director of the City of Yuba City to make a supplemental appropriation in the grant amount of \$2,086,000 to Account No.1334 (Clean Up 442 B Street)
- 9. Capital Acquisition Request – Bingo Equipment for Yuba City Senior Center**
Recommendation: A. Authorize the Community Services Department to purchase

new bingo equipment for the Yuba City Senior Center.

B. Adopt a Resolution awarding the purchase of Bingo Equipment to California Bingo Service of Richmond, CA for the total amount of \$23,760.88

Business Items

10. Enterprise Fleet Management Lease Agreement

Recommendation: Authorize the Finance Director to make a supplemental appropriation in the amount of \$130,000 from the Vehicle Replacement Fund to Account No. 6610-63590 (Vehicle Lease Payment) for the remaining Lease payments for City Vehicles for FY 2023-24 with Enterprise FM Trust, Delaware statutory trust

Future Agenda Items

11. Future Agenda Items

Reports and Communications

The following reports and communication items are provided for the Council's information. No action can be taken on items under this section unless the Council agrees to include it on a subsequent agenda

12. City Manager's Report

13. City Council Reports

Adjournment



Proclamation

of the City Council

SUTTER-YUBA MASTER GARDENERS

Improving the Quality of Life in Yuba City

WHEREAS, the University of California Cooperative Extension Sutter-Yuba Master Gardener office is located at 142A Garden Highway, Yuba City. The program is a group of 47 trained, dedicated, and passionate volunteers whose primary mission is disseminating information to home gardeners, the school system, and non-profits throughout the community; and

WHEREAS, they are active in the community by participating in the Farmer's market and give away seeds, plants, and advice to grow by and make plants and gardens thrive, along with having a key presence at the Yuba Home and Garden Show, Farm Day, Ag Venture Day Camp, Yuba Sutter Fair, 93Q Public Radio Show, Yuba Sutter School Garden programs and Yuba County be prepared fairs; and

WHEREAS, in 2023 they contributed 4,064 hours, made contact with 2,023 community members that had gardening questions and were present at 63 community events across the Yuba and Sutter Counties; and

WHEREAS, the Sutter-Yuba Master Gardeners create and deliver monthly horticulture/gardening workshops free to the public. They assist the public in answering gardening questions and the challenges the public faces with their gardens; and

WHEREAS, they conduct a variety of free workshops and assistance through grant programs for various organizations such as:

- The Sutter County Library and the Sutter County Employees
- Habitat for Humanity Harmony Village where they built 20 raised garden beds and conducted a series of gardening and food preservation workshops
- Casa De Esperanza, they created a "Garden of Hope" where they built 6 raised garden beds with vegetables, flowers, and pollinator plants
- They built 18 school gardens throughout Sutter County

WHEREAS, the hard work of the Master Gardeners volunteers, they delivered over 800 pounds of produce from the learning garden to the Sutter and Yuba counties communities; and

WHEREAS, the Sutter-Yuba Master Gardeners have risen to the occasion and devoted their expertise and countless hours of ongoing support to the communities of the Yuba-Sutter area.

NOW, THEREFORE, BE IT RESOLVED, that I, Shon Harris, Mayor of the City of Yuba City on behalf of the entire City Council, hereby recognize the Sutter-Yuba Master Gardeners organization and the many volunteers for their dedication to providing education, generous donations of fresh produce to non-profit organizations hereby improving the quality of life in the Yuba City community.

Done this 2nd day of April 2024, at the City of Yuba City, County of Sutter, State of California.

CITY OF YUBA CITY

Public Communication

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

Procedure

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

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

Request for additional time to address Council

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

Procedure

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

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

Or email to:
Jackie Sillman, City Clerk
cityclerk@yubacity.net

CITY OF YUBA CITY
STAFF REPORT

Date: April 2, 2024
To: Honorable Mayor & Members of the City Council;
From: Administration Department
Presentation By: Ciara Wakefield, City Clerk Administrator

Summary

Subject: Minutes from the March 13, 2024 Special Meeting and the March 19, 2024 Regular Meeting
Recommendation: Approve minutes of the March 13, 2024, Special Meeting of the City Council and Yuba City Planning Commission and minutes of the March 19, 2024, Regular Meeting of the City Council
Fiscal Impact: None

Attachments:

1. 03-13-2024 Special Meeting Minutes (DRAFT)
2. 03-19-2024 Regular Meeting Minutes (DRAFT)

Prepared By:
Ciara Wakefield
City Clerk Administrator

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1

MINUTES (DRAFT)
SPECIAL JOINT WORKSHOP
YUBA CITY CITY COUNCIL
YUBA CITY PLANNING COMMISSION
YUBA CITY CORPORATION YARD
1185 MARKET ST. YUBA CITY CA 95991
March 13, 2024 – 6:00 PM

Special Joint Meeting

Call to Order

The Special Joint Meeting of the City Council and the Planning Commission was called to order by Vice-Mayor Shaw at 6:05 PM

Roll Call

City Council

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

[Mayor Harris arrived at 6:11PM]

Absent: None

Planning Commission

Present: Chairwoman Sillman and Commissioners Brookman, Campbell, Dale, Gill, Nore, and Sandhu

[Commissioner Campbell arrived at 6:12PM]

Absent: None

Pledge of Allegiance to the Flag

Commissioner Brookman

Public Communication on Items on the Agenda

1. Appearance of Interested Citizens

No public comment

General Items

2. Presentation and Overview of City Structures, Conduct of Meetings, Conflicts and Entitlements

3. Presentation on Zoning Code Audit

4. **Presentation of City Council Alternative Review Process for Development Plans and Use Permits**
5. **General Plan Update and Objective Design Standards**
6. **Discussion and Identification of City Council Priorities for 2024**
7. **Discussion and Identification of Planning Commission Goals and Objectives**

Adjournment

Mayor Harris adjourned the Special Joint Meeting of the City Council and the Planning Commission at 8:58 PM

ATTEST:

Shon Harris, Mayor

Ciara Wakefield, Deputy City Clerk

ATTACHMENT 2

MINUTES (DRAFT)
REGULAR MEETING
CITY COUNCIL - CITY OF YUBA CITY
MARCH 19, 2024
6:00 P.M. REGULAR MEETING
COUNCIL CHAMBERS/VIRTUAL

Regular Meeting

The Regular Meeting of the City Council was called to order by Mayor Harris at 6:00 PM

Roll Call

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

Absent: None

Invocation/Inspiration

Pastor Dan Callaghan – First Baptist Church of Yuba City

Pledge of Allegiance to the Flag

Vice-Mayor Dave Shaw

Agenda Modifications/Approval of Agenda

No changes were made

Ceremonial Presentations

1. The Acting Company 40th Year Anniversary Proclamation

Mayor Harris presented a proclamation to Jamie Ferrieira, the Acting Company Board President

2. Quarterly Development Update Presentation by Ashley Potocnik, Development Liaison

Ashley Potocnik, Development Liaison, gave a presentation

Public Communication

3. Appearance of Interested Citizens

John Sullivan spoke

Tom Tucker spoke

Consent Calendar

Vice-Mayor Shaw moved and Councilmember Boomgaarden seconded the motion to approve Consent Calendar items 4-11

4. **Minutes from the Regular Meeting of the City Council on March 5, 2024**
Approve minutes from the March 5, 2024 Regular Meeting of the City Council
5. **Receive the 2023 Housing Element Annual Progress Report and authorize its submission to the State Department of Housing and Community Development and the Governor's Office of Planning and Research**
 - A. Receive the 2023 Housing Element Annual Progress Report; and
 - B. Direct staff to file the report for calendar year 2023 with the State Department of Housing and Community Development (HCD) and the Governor's Office of Planning and Research (OPR)
6. **2024 City Hall Holiday Closures**
Adopt **Resolution 24-023** authorizing the closure of City Hall for Thursday, July 4, 2024 through Friday, July 5, 2024, Monday, November 25, 2024 through Friday, November 29, 2024, Monday, December 23, 2024 through Friday, December 27, 2024, and Wednesday, January 1, 2025
7. **Sale of the Southwest Corner of Darrough Drive and Youngs Lane to Erik Mercado**
Adopt **Resolution 24-024** that:
 - A. Authorizes the City Manager to execute an Agreement for Purchase and Sale of Real Property located at the southwest corner of Darrough Drive and Youngs Lane (APN 051-516-006), and all other necessary documents, in the amount of \$23,000 to Erik Mercado, subject to approval of the City Attorney as to legal terms
 - B. Authorizes the Finance Director to place sale proceeds in the Water Fund
8. **West Railroad Village Tentative Subdivision Map (TSM) 23-02 Development Agreement**
Adopt **Uncodified Ordinance 005-24** of the City Council of the City of Yuba City approving Environmental Assessment 23-07 by Adopting a Mitigated Negative Declaration prepared for Tentative Subdivision Map (TSM) 23-02, West Railroad Village Subdivision and approving a Development Agreement between the City of Yuba City and Junior S. Thiara, an individual, for the West Railroad Village Subdivision (TSM 23-02), on 4.8 acres located on the west side of Railroad Avenue approximately 200 feet south of the intersection of Railroad Avenue and Bogue Road. Assessor's Parcel Number 55-240-002, by title only, and waive the second reading
9. **Harter Marketplace – Improvement Agreement and Final Map Approval**
Adopt **Resolution 24-025** Resolution approving the execution of an Improvement Agreement with Harter Packing Group, LLC, a California Limited Liability Company and Dharni Lada Yuba City, LLC, a California Limited Liability Company providing for public improvements associated with the Harter Marketplace Parcel Map, approving the Harter Marketplace Final Map, accepting

dedication of rights- of-way and easements shown thereon, and authorizing the filing of the map. [Development is located on the west side of Harter Parkway and north of State Route 20]

10. Water Treatment Plant Alum Storage Tanks Replacement Project

Adopt **Resolution 24-026** adopting a CEQA Class 1 Categorical Exemption, approving the plans and specifications for the Water Treatment Plant (WTP) Alum Storage Tanks Replacement Project and authorizing advertisement for bids on the project

11. Bridge Street Widening - Contingency Increase

Adopt **Resolution 24-027** which takes the following actions:

- A. Authorizes an increase in the construction contingency of \$392,350.11 with a finding that it is in the best interest of the CityAuthorizes the Finance Director to make the necessary related budget transfers and supplemental appropriations to fund the contingency increase
- B. Authorizes the Finance Director to make the necessary related budget transfers and supplemental appropriations to fund the contingency increase

The motion was passed unanimously

Business Items

**12. Yuba-Sutter Economic Development Corporation
2023 CEDS Annual Performance Evaluation and CEDS Appendices I, IV,
and V updates**

Councilmember Kirchner moved and Councilmember Pasquale seconded the motion to:

Adopt **Resolution 24-028** approving the 2023 Comprehensive Economic Development Annual Performance Report and the updated Appendices I, IV, and V as prepared by the Yuba-Sutter Economic Development Corporation and authorize its submittal to the United States Department of Commerce, Economic Development Administration

The motion was passed unanimously

13. Tierra Buena Community Workshop – Council Update

Randy Underwood spoke
Julie Renter-Harison spoke
Lynn Banquet spoke
Gabe Barone spoke
Murray Lewis spoke
Carol McCaulley spoke
Christy Pearson spoke
Chris Kelly spoke
Robin Fleshman spoke
Paul Demeritt spoke

Mr. Hobbs spoke

Information only. Council provided direction for staff

14. Sutter Heritage Development Agreement Amendment

Mayor Harris opened a Public Hearing

Dan Kuchi spoke

John Olson spoke

Mayor Harris closed the Public Hearing

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

Introduce an Uncodified Ordinance of the City Council of the City of Yuba City Adopting a Second Amended and Restated Development Agreement between the City of Yuba City and Chohan & Sons, Inc., Harnek Singh and Navjot Bala and Paramdeep K. Chohan for the Sutter Heritage Subdivisions (SM 05-05 and SM 08-01) Within the Sutter Heritage Master Plan Area (Assessor's Parcel 56-030-065), including associated CEQA Findings, by title only and waive the first reading *[Including the updated Ordinance and the updated Development Agreement as presented]*

The motion was passed unanimously

15. Water System Consolidation - Wildwood East Mutual Water Company

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

Adopt **Resolution 24-029** approving consolidation of the Wildwood East Mutual Water Company's water system with the City's water system and authorizing the Public Works Director to sign a letter of intent to work towards said consolidation

The motion was passed unanimously

16. Bridge Street – Remnant Property Alternatives

A. Discuss and provide direction to staff regarding preferred development alternatives

B. Temporarily add properties to the City's weed abatement program and direct staff to initiate feasibility and implementation of preferred alternatives, including actions to initiate disposal / sale of surplus parcels located at 670 Brown Avenue and 977 Bridge Street

Information only. Council provided direction for staff

Future Agenda Items

17. Future Agenda Items

Councilmember Boomgaarden requested an update on Project Hope and from the Sikh Parade Ad Hoc Committee

Reports and Communications

18. City Manager's Report

19. City Council Reports

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

Adjournment

Mayor Harris adjourned the Regular Meeting of the City Council in memory of Former Mayor Lee Welch and Pastor Larry Ivey at 9:13 PM

ATTEST:

Shon Harris, Mayor

Ciara Wakefield, Deputy City Clerk

CITY OF YUBA CITY
STAFF REPORT

Date: April 2, 2024
To: Honorable Mayor & Members of the City Council;
From: Public Works
Presentation By: Ben Moody, Public Works & Development Services Director

Summary

Subject: Green Means Go Program – Harter Parkway Corridor Improvement Project (Letter of Support)
Recommendation: Adopt a Resolution authorizing the Mayor to sign a letter of support for maintaining REAP 2.0 program funding during the State budget process
Fiscal Impact: The City has been awarded \$1,351,000 in State grant funding that is in jeopardy of being eliminated through the State budget process

Purpose:

To facilitate and encourage the development of infill property located in the Harter Specific Plan 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:

On March 5, 2019, Council adopted a resolution supporting the Sacramento Area Council of Governments' (SACOG's) Green Means Go initiative. This initiative is a multi-year pilot program to lower gas emissions in the six-county Sacramento region, which includes Sutter County, by accelerating infill development, maximizing travel options, and encouraging electric charging infrastructure. The program is anticipated to bring additional State funding to our region.

On September 21, 2021, Council adopted a resolution nominating two Green Zones for the program (the Redevelopment Zone and the Promotion Zone) based on substantial coordination between City and SACOG staff. The proposed Green Zones were established based on the Green Means Go program's concept of analyzing a jurisdiction's infill and undeveloped parcels, and then finding locations that have existing challenges and barriers for development.

In August 2022, SACOG released a call for projects in the Planning and Capital categories of the program, which were established to fund corridor-wide rezoning, environmental, and infrastructure planning and non-transportation infrastructure construction, respectively. On October 27, 2022, after pre-application consultation with SACOG staff, City staff submitted two applications in the Capital category; one for the North Plumas Corridor Improvement Project intended to encourage development

of the vacant parcel west of the Fremont Medical Center on Plumas Street and the other for the Harter Parkway Corridor Improvement Project intended to encourage development of multi-family housing at the southwest corner of Harter Parkway and Butte House Road (Attachment 2).

On March 16, 2023, SACOG notified staff that the City's application for the Harter Parkway Corridor Improvement Project was approved. A grant agreement was executed on October 18, 2023 with the goal to bid the project in Spring 2024 for construction in Summer 2024.

Analysis:

In January 2024, SACOG notified City staff that the Governor's draft budget for the upcoming State fiscal year proposed rescinding \$300 million from the State-wide Regional Early Action Planning Grants of 2021 (REAP 2.0) program, which is funding the SACOG Green Means Go program. Since that time, SACOG has been coordinating with the State administrator of the REAP 2.0 funds and advocating with the Legislature to help protect funding for the Green Means Go program.

At this time, SACOG is requesting that local agencies who have been awarded grant funding through the Green Means Go program support SACOG's advocacy efforts by writing letters and contacting legislators. Staff is requesting authorization for Mayor to sign the attached letter of support (Attachment 1, Exhibit A).

Fiscal Impact:

The City has been awarded \$1,351,000 in State grant funding through SACOG's Green Means Go program, which is funded by the State-wide REAP 2.0 program. This funding is in jeopardy of being eliminated through the State budget process.

Alternatives:

Do not authorize signature of the letter of support for maintaining REAP 2.0 funding at the State level and let the budget process play out.

Recommendation:

Adopt a Resolution authorizing the Mayor to sign a letter of support for maintaining REAP 2.0 funding during the State budget process.

Attachments:

1. Resolution - SACOG Harter Pkwy Grant - Letter of Support
2. Letter of Support

Prepared By:

Kevin Bradford
Deputy Public Works Director - Engineering

Submitted By:

Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY AUTHORIZING THE
MAYOR TO SIGN A LETTER OF SUPPORT FOR MAINTAINING REAP 2.0 PROGRAM
FUNDING DURING THE STATE BUDGET PROCESS**

WHEREAS, the Sacramento Area Council of Governments' (SACOG's) Green Means Go Program is a multi-year pilot program to lower gas emissions in the six-county Sacramento region, which includes Sutter County, by accelerating infill development, maximizing travel options, and encouraging electric charging infrastructure; and

WHEREAS, the City Council of the City of Yuba City has been supportive of the Green Means Go Program through Resolutions 19-011 and 21-139; and

WHEREAS, the City has been awarded a Green Means Go Program grant by SACOG in the Capital category for the Harter Parkway Corridor Improvement Project, which is expected to accelerate the infill development of multi-family housing; and

WHEREAS, SACOG's Green Means Go Program grant is funded by State-wide Regional Early Action Planning Grants of 2021 (REAP 2.0) program funds; and

WHEREAS, due to the Governor's draft budget proposing to eliminate REAP 2.0 funding, SACOG is requesting letters of support from member jurisdictions.

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

1. The above recitals are true and correct and incorporated herein by this reference.
2. The Mayor is authorized to sign a letter of support in substantial conformance with Exhibit A for maintaining REAP 2.0 funding during the State budget process.

The foregoing joint Resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City, at a regular meeting thereof held on the 2nd day of April, 2024.

AYES:

NOES:

ABSENT:

ATTEST:

Shon Harris, Mayor

Ciara Wakefield, City Clerk Administrator

APPROVED AS TO FORM:

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

Attachment(s):

A. Exhibit A – Letter of Support

EXHIBIT “A”

April 3, 2024

The Honorable Roger Niello
Member, California State Senate
1021 O Street, Room 7110
Sacramento, CA 95814

The Honorable James Gallagher
Member, California State Assembly
Yuba City District Office
1130 Civic Center Boulevard, Suite F
Yuba City, CA 95993

RE: Protect Budget Funding for Regional Early Action Planning Grants of 2021 (REAP 2.0)

Dear Senator Niello and Assemblymember Gallagher:

On behalf of the City of Yuba City, we respectfully urge the Legislature to reject the \$300 million cut to the Regional Early Action Planning Grants of 2021 (REAP 2.0) included in Governor Newsom's 2024-25 January Budget proposal. The \$300 million rescission eliminates half of a \$600 million investment to advance the implementation of adopted regional plans by funding planning and infrastructure investments that accelerate infill housing and reduce vehicle miles traveled (VMT).

In the six-county Sacramento region, the Sacramento Area Council of Governments (SACOG) has directed all REAP 2.0 funding to infrastructure projects and local land use planning activities that implement our Green Means Go program, which accelerates infill housing development. SACOG has already awarded the full share of the \$31.3 million to catalytic projects in local jurisdictions. For our jurisdiction, REAP 2.0 supports Yuba City's Harter Parkway Corridor Improvement Project.

Our Harter Parkway Corridor Improvement Project would construct critical improvements to an approximate one-mile segment of Harter Parkway between State Route 20 and Butte House Road. This project will directly eliminate a key barrier to completing the infill development of 650 dwelling units of low-income housing in our Promotion Green Zone. Our project design is completed and the bidding community is reviewing the design for submittal of bids in accordance with the Public Contract Code. Our project is ready to construct immediately.

REAP 2.0 is vital to California's strategic investments toward a more sustainable, resilient, and inclusive future. REAP 2.0 will accelerate progress toward our state housing goals and climate commitments through a strengthened partnership between the state, its regions, and local entities.

This unprecedented retraction in fully committed funding for REAP 2.0 and Green Means Go will result in cancellations or delays in critical infill housing infrastructure that is well underway.

Please protect funding for REAP 2.0 by rejecting the Governor's January proposal.

Thank you for considering our comments. We look forward to working with you to ensure critical infill housing development can progress in your district. Please contact Diana Langley at 530-822-4602 or dlangley@yubacity.net with any questions or concerns.

Sincerely,

Shon Harris, Mayor

cc: Mr. Greg Chew, Sacramento Area Council of Governments

CITY OF YUBA CITY
STAFF REPORT

Date: April 2, 2024
To: Honorable Mayor & Members of the City Council;
From: Human Resources Department
Presentation By: Natalie Springer, Human Resources Director

Summary

Subject: Side Letters for Salary Survey with First Level Managers and Mid-Managers
Recommendation: Adopt a Resolution approving salary survey side letters that amend the First Level Managers and Mid-Manager bargaining units' Memorandum of Understandings
Fiscal Impact: None

Purpose:

To approve the First Level Managers (FLM) and Mid-Managers (MM) side letters which adds comparable agencies and compensation data points for future compensation surveys.

Council's Strategic Goal:

These Side Letters address the City Council's Strategic Goal of being business friendly as it provides a mechanism to survey compensation for employees that serve the public.

Background:

On February 6, 2024, Council approved the Public Employees' Union, Local 1/AFSCME 57 (Local 1) Memorandum of Understanding which memorialized the comparable agencies and compensation data points for future compensation surveys for Local 1. The City met and conferred with FLM and MM bargaining units to identify the same comparable agencies and compensation data points as Local 1.

Analysis:

The FLM and MM bargaining units have agreed to the salary survey side letters with the same comparable agencies and specified compensation data points as Local 1. Approval of the side letters will memorialize this information for future salary surveys.

Fiscal Impact:

None.

Alternatives:

Do not approve the side letters and provide staff direction.

Recommendation:

Adopt a Resolution to approve the First Level Managers and Mid-Managers side letters.

Attachments:

1. Resolution
2. First Level Manager Side Letter
3. Mid-Manager Side Letter

Prepared By:

Aricka Espinoza
Administrative Analyst

Submitted By:

Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
APPROVING THE SIDE LETTERS FOR SALARY SURVEYS WITH MID-
MANAGERS AND FIRST LEVEL MANAGERS**

WHEREAS, the City recognizes First Level Managers and Mid-Managers commitment to the City and its citizens while providing outstanding and dedicated service to all;

WHEREAS, the City met and conferred with the First Level Managers and Mid-Managers bargaining units to identify comparable agencies and compensation data points to be used in salary surveys prepared to inform future negotiations;

WHEREAS, the First Level Managers and Mid-Managers bargaining units have agreed to the salary survey side letters.

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

- 1) To approve the First Level Managers and Mid-Managers salary survey side letters.

The foregoing Resolution of the City Council of the City of Yuba City was duly introduced, passed and adopted at a regular meeting thereof held on the 2nd day of April 2024.

AYES:

NOES:

ABSENT:

Shon Harris, Mayor

ATTEST:

Ciara Wakefield, Deputy City Clerk

Stacey Sheston
Special Counsel

ATTACHMENT 2

The City of Yuba City and the First Level Managers
Side Letter of Agreement to the
July 1, 2023- June 30, 2027 MOU

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

Salary Surveys

Salary Surveys include only the following Comparable Agencies: City of Davis; City of Lincoln; City of Lodi; City of Madera; City of Manteca; City of Rocklin; City of Tulare; City of Turlock; City of West Sacramento; City of Woodland; and will use only the following compensation data: Top Step Salary; Education Benefits (maximum); Longevity Pay (maximum); Health Benefits (employer's maximum contribution towards family medical, dental, & vision); Employer Deferred Compensation Contribution; and employer pickup of employee pension costs and employee pickup of employer pension costs using the retirement tier that was in effect on December 31, 2012.

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

Date: _____

CITY OF YUBA CITY

Diana Langley, City Manager

Date: **Mar 20, 2024**

FIRST LEVEL MANAGERS

Josh Wolfe
Josh Wolfe (Mar 20, 2024 22:03 PDT)

Joshua Wolfe, Representative

Nathan McCready
Nathan McCready (Mar 19, 2024 17:36 PDT)

Nathan McCready, Representative

Ernesto Hernandez
Ernesto Hernandez (Mar 21, 2024 11:47 PDT)

Ernesto Hernandez, Representative

ATTACHMENT 3

The City of Yuba City and the Mid Managers
Side Letter of Agreement to the
July 1, 2023- June 30, 2027 MOU

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

Salary Surveys

Salary Surveys include only the following Comparable Agencies: City of Davis; City of Lincoln; City of Lodi; City of Madera; City of Manteca; City of Rocklin; City of Tulare; City of Turlock; City of West Sacramento; City of Woodland; and will use only the following compensation data: Top Step Salary; Education Benefits (maximum); Longevity Pay (maximum); Health Benefits (employer's maximum contribution towards family medical, dental, & vision); Employer Deferred Compensation Contribution; and employer pickup of employee pension costs and employer pickup of employer pension costs using the retirement tier that was in effect on December 31, 2012.

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

Date: _____

CITY OF YUBA CITY

Diana Langley, City Manager

Date: Mar 1, 2024

MID MANAGERS

Ciara Wakefield
Ciara Wakefield, Representative

Phillip Marler
Phillip Marler (Mar 1, 2024 05:45 PST)
Phillip Marler, Representative

Scott Chandler
Scott Chandler, Representative

Katherine Willis
Katherine Willis (Feb 29, 2024 15:33 PST)
Katherine Willis, Representative

CITY OF YUBA CITY
STAFF REPORT

Date: April 2, 2024
To: Honorable Mayor & Members of the City Council;
From: Development Services Department
Presentation By: Doug Libby, Deputy Director of Development Services

Summary

Subject: Sutter Heritage Development Agreement Amendment
Recommendation: Adopt an Uncodified Ordinance of the City Council of the City of Yuba City Adopting a Second Amended and Restated Development Agreement between the City of Yuba City and Chohan & Sons, Inc., Harnek Singh and Navjot Bala and Paramdeep K. Chohan for the Sutter Heritage Subdivisions (SM 05-05 and SM 08-01) Within the Sutter Heritage Master Plan Area (Assessor's Parcel 56-030-065), including associated CEQA Findings, by title only, and waive the second reading
Fiscal Impact: Staff time with this action. Existing budgeted monies are paying for staff time to process this item

Purpose:

Consideration of a Second Amended and Restated Development Agreement for the Sutter Heritage development (SM 05-05 and SM 08-01).

Council's Strategic Goal:

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

Background:

On March 19, 2024, the City Council introduced an Uncodified Ordinance of the City Council of the City of Yuba City Adopting a Second Amended and Restated Development Agreement between the City of Yuba City and Chohan & Sons, Inc., Harnek Singh and Navjot Bala and Paramdeep K. Chohan for the Sutter Heritage Subdivisions (SM 05-05 and SM 08-01) Within the Sutter Heritage Master Plan Area (Assessor's Parcel 56-030-065), including associated CEQA Findings, by title only and waive the first reading.

On February 28, 2024, the Planning Commission:

- Unanimously adopted Resolution PC 24-06 contingently approving updated Conditions of Approval for SM 05-05 and 08-01.
- Unanimously adopted Resolution PC 24-05 recommending the City Council adopt an uncodified ordinance for a second amended and restated development agreement for the Sutter Heritage

development.

In 2005 and 2006, the City Council approved the Sutter Heritage Master Plan, related entitlements, and SM 05-05, for a 162-lot single family subdivision. The Master Plan and Development Agreement (DA) identified the developer and City obligations for project implementation. The project included three phases with Phase 3 being unmapped.

In November 2008 and February 2009, the City Council approved GPA 08-02, SM 08-01 and a Development Agreement (DA) Amendment redesignating the unmapped Phase 3 to Low-Medium Density Residential and subdivided Phase 3 into 24 single-family residential lots. The DA amendment updated the existing agreement to be consistent with other recently approved agreements at the time.

Additional background information regarding the Sutter Heritage Master Plan can be viewed on the City website at: <https://www.yubacity.net/cms/One.aspx?portalId=239258&pageId=17931716>

Analysis:

The Sutter Heritage Master Plan and existing approved subdivision maps (SM 05-5 and SM 08-01) provide for 186 single family residential lots on 33± acres together with a 0.8-acre park.

Today's ownership group has requested updating the existing Amended and Restated Development Agreement and Conditions of Approval to accomplish the following:

1. Eliminate Section 3.5 which required 10 percent of the project's housing be dedicated as "affordable" or to pay an in-lieu fee. This is not a City requirement and is not a requirement for other projects. This obligation established a competitive disadvantage for Sutter Heritage in the marketplace and significantly contributed to the project not developing over the last 18 years.
2. At the time of Plan approval in 2006, it was envisioned that Pebble Beach Drive would be extended through the project to connect someday with Highway 99. This is no longer viewed as likely, and Pebble will terminate within the development. As a result, Pebble Beach Drive will no longer be required to be constructed to a collector roadway standard but rather a local residential road.
3. Update the Neighborhood Park provision to require the 0.8-acre park be established prior to issuance of the 82nd building permit. Park construction will be consistent with the Master Plan.
4. Update the document to have a similar format consistent with recently adopted DAs for other projects.
5. Extend the DA term from 2029 until 2034.
6. Revise the project Conditions of Approval to be consistent with the Second Amended and Restated DA. Staff proposed to revise all Conditions of Approval to be consistent with today's City standards and these were contingently approved by the Planning Commission on February 28, 2024.

Availability of City services:

All City services are available to serve the property.

Environmental Considerations:

The City previously adopted Mitigated Negative Declarations for the Sutter Heritage Master Plan and Subdivision Maps SM 05-05 and SM 08-01.

The proposed amendments to the adopted Sutter Heritage Development Agreement and project Conditions of Approval do not propose physical changes to the environment that were not previously analyzed by the previously adopted Mitigated Negative Declarations. Development resulting from the provisions contained within the Development Agreement amendment will only occur within the Sutter Heritage Master Plan area, and development, including needed infrastructure, will be consistent with the existing adopted Plan, Public Works Improvement Standards and adopted Zoning Code. All applicable mitigation measures will be implemented on approved development. As a result, no additional environmental review is required for this proposed amendment to the Development Agreement and update to the Conditions of Approval.

Fiscal Impact:

Revising the adopted project Conditions of Approval and updating the development agreement will not have an additional fiscal impact upon the City. The goal of updating and revising pertinent project documents to be modern and contemporary will assist this 18± old approved master plan area to finally develop and have a positive fiscal impact upon the City.

Alternatives:

1. Deny the proposed Second Amended and Restated Development Agreement for Sutter Heritage.
2. Provide alternative direction to staff.

Recommendation:

Adopt an Uncodified Ordinance of the City Council of the City of Yuba City Adopting a Second Amended and Restated Development Agreement between the City of Yuba City and Chohan & Sons, Inc., Harnek Singh and Navjot Bala and Paramdeep K. Chohan for the Sutter Heritage Subdivisions (SM 05-05 and SM 08-01) Within the Sutter Heritage Master Plan Area (Assessor's Parcel 56-030-065), including associated CEQA Findings, by title only, and waive the second reading

Attachments:

1. Uncodified City Council Ordinance
2. Approved Sutter Heritage Subdivision Maps 05-05 and 08-01
3. Sutter Heritage Master Plan Park Exhibit

Prepared By:

Doug Libby
Deputy Development Services Director

Submitted By:

Diana Langley
City Manager

ATTACHMENT 1

ORDINANCE NO. _____

AN UNCODIFIED ORDINANCE OF THE CITY COUNCIL OF THE CITY OF YUBA CITY ADOPTING A SECOND AMENDED AND RESTATED DEVELOPMENT AGREEMENT BETWEEN THE CITY OF YUBA CITY AND CHOCHAN & SONS, INC., HARNEK SINGH AND NAVJOT BALA AND PARAMDEEP K. CHOCHAN FOR THE SUTTER HERITAGE SUBDIVISIONS (SM 05-05 AND SM 08-01) WITHIN THE SUTTER HERITAGE MASTER PLAN AREA (ASSESSOR'S PARCEL 56-030-065)

WHEREAS, the City Council of the City of Yuba City approved the Sutter Heritage Master Plan and related entitlements in 2005 and 2006 as follows:

- General Plan Amendment 05-01, Resolution No. 05-115, July 5, 2005
- Rezoning 05-01, Ordinance 008-05, July 5, 2005
- Subdivision Map SM 05-05, July 12, 2006
- Sutter Heritage Master Plan, Resolution 06-115, October 17, 2006
- Development Agreement, Ordinance 005-06, October 17, 2006
- Environmental Assessment No. EA 05-26, Mitigated Negative Declaration, July 5, 2005

WHEREAS, the City Council of the City of Yuba City approved the following additional entitlements in February 2009:

- General Plan Amendment 08-02, February 3, 2009
- Subdivision Map 08-01, November 12, 2008
- Development Agreement Amendment, February 17, 2009
- Environmental Assessment No. EA 08-02, Mitigated Negative Declaration, November 12, 2008

WHEREAS, the City of Yuba City previously adopted Mitigated Negative Declarations for the previously approved Sutter Heritage entitlements and the proposed amendments to the adopted amended Sutter Heritage development agreement do not propose physical changes to the environment that were not previously analyzed by the previously adopted Mitigated Negative Declarations. Development resulting from the provisions contained within the area covered by the Second Amended and Restated Sutter Heritage Development Agreement will only occur within the approved Sutter Heritage Master Plan area, and development, including needed infrastructure, will be consistent with the existing adopted Master Plan and existing adopted Zoning Code standards. All applicable mitigation measures adopted as part of the previously adopted Mitigated Negative Declarations will be implemented on development proposed and no additional environmental review is required.

WHEREAS, on February 28, 2024, the Planning Commission conducted a duly noticed public hearing on the proposed Development Agreement Amendment, at which time it received input from City Staff, the applicant; the 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, by a 6-0 vote, the Planning Commission adopted Resolution PC 24-05 recommending approval of the Second Amended and Restated Development Agreement to the City Council; and

WHEREAS, Sections 65864-65869.5 of the California Government Code authorize the City to enter into development agreements and requires the planning agency of the City to find the proposed Development Agreement to be consistent with the policies and programs of the General Plan and any applicable specific plan, which the Planning Commission has done; and

WHEREAS, Government Code Section 65865 authorizes the City to enter into development agreements with any person having a legal or equitable interest in real property, which interest Developer has in the affected property; and

WHEREAS, pursuant to California Government Code Sections 65867 and 65090, the City published a legal notice of the public hearing regarding the proposed Second Amended and Restated Development Agreement to be held by the City Council on March 9, 2024. In addition, a public hearing notice was mailed to each property owner within at least 300 feet of the project site, indicating the date and time of the public hearing regarding the Development Agreement; and

WHEREAS, the City Council considered the provisions of the Second Amended and Restated Development Agreement for Sutter Heritage approved Subdivision Maps SM 05-05 and SM 08-01, at a public hearing on March 19, 2024, and all interested parties were given an opportunity to be heard regarding the Agreement, and thereafter the City Council introduced this Ordinance; and

WHEREAS, all other legal prerequisites to the adoption of this Ordinance have occurred, and the City Council desires to approve a Second Amended and Restated Development Agreement between the City of Yuba City and Chohan & Sons, Inc., Harnek Singh and Navjot Bala and Paramdeep K. Chohan, by adoption of this Ordinance.

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

1. Recitals. The City Council of the City of Yuba City finds that all of the facts set forth in the recitals above are true and correct and incorporated herein.
2. CEQA Finding. The City Council of the City of Yuba City finds, based on its independent judgment, after consideration of the whole of the administrative record, the environmental impacts, if any, resulting from amending the Conditions of Approval for Sutter Heritage Subdivision Map SM 05-05 (Phases 1 and 2) and Sutter Heritage Phase 3, SM 08-01 were assessed in the Mitigated Negative Declarations for the Sutter Heritage Master Plan and Subdivision Maps SM 05-05 and SM 08-01, adopted on July 5, 2005 and November 12, 2008; and pursuant to CEQA Guidelines, Sections 15162 and 15164, no subsequent EIR, negative declaration, or addendum is required for approval of the project. Development resulting from the provisions contained within the Second Amended and Restated Sutter Heritage development agreement will only occur within the Sutter Heritage Master Plan area, and development, including needed infrastructure, will be consistent with the existing adopted Master Plan and existing adopted Zoning Code standards. All applicable mitigation measures adopted as part of the previously adopted Mitigated Negative Declarations will be implemented on the development proposed.

3. Development Agreement Findings. Pursuant to the Government Section Code 65864 through 65869.5 and in light of the record before it including the staff report and all attachments, and all evidence and testimony heard at the public hearing for this item, and in light of all evidence and testimony provided in connection with the entitlements for the Sohal Ranch Subdivision, the City Council of the City of Yuba City makes the following findings pertaining to the Development Agreement.

a. The proposed Development Agreement is consistent with the goals and policies of the General Plan, its purposes, and applicable Specific Plan(s).

Evidence: The proposed Second Amended and Restated Sutter Heritage Development Agreement clarifies the obligations between the City and developer(s) to facilitate allowing development to commence including removing an affordable housing obligation that is not a requirement on other development in the City, is not a General Plan requirement and Yuba City has not adopted an ordinance to require such a requirement.

The proposed Second Amended and Restated Sutter Heritage Development Agreement requires parkland development consistent with City General Plan policies and the adopted Sutter Heritage Master Plan.

b. The Development Agreement is consistent with and furthers a number of goals and objectives identified in the City's General Plan.

Evidence: The amendment to the Sutter Heritage Development Agreement requires development consistent with the adopted Sutter Heritage Master Plan and existing adopted City development standards. Amendments proposed are designed to facilitate the installation of infrastructure needed to serve the development, eliminate erroneous requirements, clarify construction of parkland and extending the term of the Agreement. Due to development occurring consistent with the existing adopted Sutter Heritage Master Plan, the proposed Second Amended and Restated Development Agreement is consistent with and furthers the goals and objectives of the Yuba City General Plan.

c. Water Supply Assessment.

Evidence: The Sutter Heritage project is below the 500 dwelling unit statutory threshold such that a Water Supply Assessment was not a requirement of the Sutter Heritage Master Plan or its subdivisions because the project provides for the construction of 186 dwelling units as adopted as part of the Sutter Heritage entitlement approvals. Development proposed by proposed Second Amended and Restated Development Agreement for Sutter Heritage is consistent with the entitlement approvals adopted for the project.

d. The project has adequate flood protection.

Evidence: On August 16, 2022, the City Council of the City of Yuba City adopted Resolution No. 22-121, acting as the land use agency, accepting evidence in support of a finding of 200-year urban level of flood protection due to the facilities of the State Plan of Flood Control have been rehabilitated by the Sutter Buttes Flood Control Agency through the Feather River West Levee Project.

4. Approval of the Second Amended and Restated Development Agreement. Based on the information provided above, the City Council of the City of Yuba City a City adopt an

ordinance to approve the Second Amended and Restated Development Agreement for Sutter Heritage development by and between the City of Yuba City and Chohan & Sons, Inc., Harnek Singh and Navjot Bala, Trustees of the Successors in Trust, under (U/A) the Allen and Rubai Family Trust dated December 14, 2015 and Paramdeep K. Chohan, Trustee of the Rajinder and Paramdeep Chohan Trust, a copy of which is attached hereto as Exhibit A.

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. Effective Date: This ordinance shall be in full force and effect thirty (30) days after its passage.
7. Certification: The City Clerk shall certify to the adoption of this ordinance, and shall cause the same to be posted and codified 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 19th day of March 2024 and passed and adopted at a regular meeting held on the 2nd day of April, 2024.

AYES:

NOES:

ABSENT:

Shon Harris, Mayor

ATTEST:

Ciara Wakefield, City Clerk Administrator

APPROVED AS TO FORM:

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

EXHIBIT "A"

**SECOND AMENDED AND RESTATED DEVELOPMENT AGREEMENT
SUTTER HERITAGE**

Recording Requested by:

Development Services Department
City of Yuba City
1201 Civic Center Blvd.
Yuba City, CA

When Recorded Mail To:

City Clerk
City of Yuba City
1201 Civic Center Blvd.
Yuba City, CA 95993

DOCUMENT WILL BE RETURNED TO NAME & ADDRESS IDENTIFIED ABOVE

[Space Above for Recorder's Use]

**SECOND AMENDED AND RESTATED
DEVELOPMENT AGREEMENT**

by and between

CHOHAN & SONS, INC.
A California Corporation;

HARNEK SINGH AND NAVJOT BALA
Trustees of the Successors in trust, under (U/A) the
Allen and Rubai Family Trust dated December 14, 2015;

&

PARAMDEEP K. CHOHAN
Trustee of the Rajinder and Paramdeep Chohan Trust
under Declaration of Trust dated October 20, 2021

and

CITY OF YUBA CITY
A General Law City

(Sutter Heritage Development Agreement)

**SECOND AMENDED AND RESTATED
DEVELOPMENT AGREEMENT**

by and between

CHOHAN & SONS, INC.

A California Corporation;

HARNEK SINGH AND NAVJOT BALA

Trustees of the Successors in trust, under (U/A) the
Allen and Rubai Family Trust dated December 14, 2015;

&

PARAMDEEP K. CHOCHAN

Trustee of the Rajinder and Paramdeep Chohan Trust
under Declaration of Trust dated October 20, 2021

and

CITY OF YUBA CITY,

A General Law City

(Sutter Heritage Development Agreement)

THIS SECOND AMENDED AND RESTATED DEVELOPMENT AGREEMENT ("Second Amended Agreement") dated _____, 2024 (Effective Date), at Yuba City, California (hereinafter referred to as "Agreement"), is entered into by and between **CHOHAN & SONS, INC.**, A California Corporation; **HARNEK SINGH AND NAVJOT BALA**, Trustees of the Successors in trust, under (U/A) the Allen and Rubai Family Trust dated December 14, 2015; **and PARAMDEEP K. CHOCHAN**, Trustee of the Rajinder and Paramdeep Chohan Trust under Declaration of Trust dated October 20, 2021 (hereinafter, collectively referred to as "Sutter Heritage Landowner," "Landowner" or "Developer") and the City of Yuba City, a general law city, created and existing under the laws of the State of California (hereinafter referred to as "the City"), pursuant to the authority of Sections 65864-65869.5 of the Government Code of the State of California.

RECITALS

A. State Authorization. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Section 65864 *et seq.* of the Government Code (the "Development Agreement Statute"), which authorizes the City to enter into a binding property development agreement with any person having a legal or equitable interest in real property for the development associated with such property in order to establish certain development rights in the property which is the subject of the development project application.

B. City Procedure and Requirements. The City has implemented the provisions of Government Code Section 65864 *et seq.* and is authorized to enter into

development agreements with persons having legal or equitable interests in real property located in the City.

C. The Mitigated Negative Declaration. On October 17, 2006, the City Council previously adopted the Mitigated Negative Declaration ("MND") (SCH No. 2006052023) for the entitlements described in Recital J, (a)-(d), and subsequently relied on by the City Council for the entitlements described in Recital J, (e)-(g), pursuant to the California Environmental Quality Act ("CEQA"). The City Council found that no subsequent or supplemental environmental document relating to the 2009 Development Agreement was necessary in that the terms and conditions of all the entitlements described in Recital J of the 2009 Development Agreement are consistent with and within the scope of the Mitigated Negative Declaration. Mitigation measures were required in the Mitigated Negative Declaration and were incorporated in the entitlements and in the terms and conditions of the 2009 Development Agreement, as reflected by the findings adopted by the City Council concurrently with the 2009 Development Agreement.

D. The 2006 Development Agreement and the 2009 Amended & Restated Development Agreement. The first development agreement for the Project was entered into by and between the City and Braddock and Logan Group III L.P., a California limited partnership, on October 17, 2006, and adopted pursuant to Ordinance No. 005-06 ("2006 Development Agreement"). The City and Braddock and Logan Group III L.P., subsequently entered into an Amended and Restated Development Agreement for the Project on February 17, 2009, and adopted pursuant to Ordinance No. 004-09 ("2009 Development Agreement").

E. Property. The subject of the 2006 Development Agreement and 2009 Development Agreement was to develop those certain parcels of land, consisting of approximately 33 acres located in the City of Yuba City as described in Exhibit A-1 and depicted in Exhibit A-2 attached hereto and incorporated herein by reference (hereinafter the "Property"). Landowner (as defined below) owns the Property in fee and represents that all other persons holding legal or equitable interests in the Property shall be bound by this Second Amended Agreement.

F. Project. The development of the Property is in accordance with the City's General Plan, as amended, and the Entitlements shall be referred to herein as the "Project."

G. City Consent to Assignment of 2009 Development Agreement. The Landowner took ownership of the Property via Grant Deed from Braddock and Logan Group III L.P., a California limited partnership, on December 12, 2011, and recorded in the Official Records of the County of Sutter at Doc. No. 2011-0018186, on December 16, 2011. The City and the Landowner, by entering into this Second Amended Agreement, desire to affirm the City's consent to the assignment of the 2009 Development Agreement from Braddock and Logan Group III L.P., a California limited partnership, to the Landowner as successor in interest to the rights to develop the Project pursuant to Section 1.4 of the 2009 Development Agreement, as it is amended and restated by this Second Amended Agreement.

H. Landowner. The Landowner is CHOHAN & SONS, INC., a California Corporation organized under the laws of the State of California, HARNEK SINGH AND NAVJOT BALA, Trustees of the Successors in trust, under (U/A) the Allen and Rubai

Family Trust dated December 14, 2015; and PARAMDEEP K. CHOCHAN, Trustee of the Rajinder and Paramdeep Chohan Trust under Declaration of Trust dated October 20, 2021.

I. Purposes. The Landowner and City desire to enter into Second Amended Agreement for the purpose of continuing to implement the development of Sutter Heritage as set forth herein and Entitlements and for mitigating the environmental impacts of such development as identified in the environmental document. The City has an expressed interest in ensuring the proper growth of the community by entering into Development Agreements as a method whereby a level of assurance can be achieved to meet that interest. The City has determined that the development of Sutter Heritage pursuant to the Entitlements described in Recital J is a development for which a Development Agreement is appropriate. A Development Agreement will provide certain benefits to the City; will eliminate uncertainty in the City's land use planning and secure orderly development of the Property in accordance with the policies and goals set forth in the City's General Plan. The Landowner has incurred and will incur substantial costs in order to comply with the conditions of approval and to assure development of the Property in accordance with this Second Amended Agreement. In exchange for these benefits to the City and the public, the Landowner desires to receive assurance that the City shall grant permits and approvals required for the development of the Property in accordance with the Existing City Laws, subject to the terms and conditions contained in this Second Amended Agreement. In order to effectuate these purposes, the Parties desire to enter into this Second Amended Agreement.

J. Approved Land Use Entitlements. The City has previously approved the following land use entitlements for the Project ("Entitlements"):

(a) General Plan Amendment No. 05-01 adopted by Resolution No. 05-115 dated July 5, 2005, which rearranges the existing General Plan designations of Medium Density Residential ("MDR"), High Density Residential ("HDR") and Parks, Recreation and Open Space ("PR&OS") into a different configuration while maintaining the same acreages for each designation. This Amendment also authorizes the change of two (2) acres of MDR to Low Density Residential ("LDR").

(b) Sutter Heritage Master Plan adopted by Resolution No. 06-115 dated October 17, 2006, ("Master Plan");

(c) Rezoning No. 05-01, Ordinance No. 008-05 dated July 5, 2005, which changes the pre-annexation zoning of 33 acres north of Smith Road from One-Family Residence, Agricultural Combining ("R-1-A") to Planned Development ("PD") District. The particular uses, development standards, and other criteria of development authorized in the PD District are set forth in Exhibit C to Ordinance No. 008-005;

(d) Tentative Map No. 05-05 approved on July 12, 2006, which authorizes the subdivision of approximately 28 acres into 162 legal lots and establishes an approximate configuration of streets, parks, and open spaces;

(e) Ordinance No. 005-06 dated October 17, 2006, adopting the 2006 Development Agreement;

(f) Tentative Map No. 08-01 approved on February 17, 2009, which authorizes the further subdivision of Phase 3 of the Project that is approximately 3.72 acres into 24 additional legal lots;

(g) Ordinance No. 004-09 dated February 17, 2009, adopting the 2009 Development Agreement;

(h) Amendments to Tentative Map Nos. 05-05 and 08-01 approved on _____, 2024, adopting modifications to specified Project conditions of approval; and

(i) Ordinance No. _____ dated _____, 2024, adopting this Second Amended & Restated Development Agreement.

K. Second Amended Agreement Adoption. After conducting a duly noticed public hearing and making the requisite findings, the City Council, by the adoption of an Ordinance, approved this Second Amended Agreement and authorized its execution. The City has determined that this Second Amended Agreement furthers the public health, safety and general welfare, that the provisions of this Agreement are consistent with the goals and policies of the General Plan and is a community benefit. The City and Developer have determined that the project is a development for which this Second Amended Agreement is appropriate. This Second Amended Agreement will eliminate uncertainty regarding Entitlements and certain subsequent development approvals, thereby encouraging planning for, investment in and commitment to use and develop the Property. Continued use and development of the Property is anticipated to, in turn, provide the following substantial benefits and contribute to the provision of needed infrastructure for area growth, thereby achieving the goals and purposes for which the Development Agreement laws were enacted, including (1) providing for the development of unused land; (2) providing increased tax revenues for the City; (3) providing for jobs and economic development in the City; and (4) providing for infrastructure improvements that can be utilized by regional users and future users.

L. CEQA Finding. Prior to the approval of the Second Amended Agreement, the City Council found and determined that there have been no substantial changes to the Project, the circumstances under which the Project is being undertaken, or any new information that would justify additional environmental analysis under Public Resources Code section 21166.

M. Consistency with Yuba City General Plan. Development of the Property in accordance with this Second Amended Agreement will provide for orderly growth and development in accordance with the policies set forth in the City's General Plan, as amended and the Development Approvals. Having duly examined and considered this Second Amended Agreement and having held properly noticed public hearings hereon, the City Council finds and declares that this Second Amended Agreement is consistent with the General Plan of the City and with the Development Approvals.

N. Landowner Payments for the Costs of Public Infrastructure, Facilities, and Services. Landowner agrees to pay the costs of such City of Yuba City public facilities and services as herein provided to mitigate impacts of the development of the Property, and City agrees to assure that Landowner may proceed and complete development of the Property, in accordance with the terms and conditions of this Second Amended Agreement. City's approval of development of the Property as provided herein

is in reliance upon and in consideration of Landowner's agreement to make such payments toward the costs of public improvements and services as herein provided to mitigate the impacts of development of the Property.

O. Development Agreement Ordinance. City and Landowner have taken all actions mandated by and fulfilled all requirements set forth in the California Government Code Sections 65864 through 65869.5 regulating the use of development agreements, and desire to enter into this Second Amended Agreement, which updates and replaces the 2006 Development Agreement and the 2009 Development Agreement in their entirety.

NOW THEREFORE, pursuant to the authority contained in Government Code Sections 65864-65869.5, and in consideration of the mutual covenants and promises contained herein, the adequacy and sufficiency of which is hereby acknowledged, the Landowner and the City, each individually referred to as a Party and collectively referred to as the Parties ("Parties"), agree as follows:

AGREEMENT

1. General Provisions.

1.1 Incorporation of Recitals. The Preamble, the Recitals and all defined terms set forth in both, are hereby incorporated in this Second Amended Agreement as if set forth herein in full.

1.2 Definitions. In addition to the defined terms in the Preamble and the Recitals, each reference in this Second Amended Agreement to any of the following terms shall have the meaning set forth below for each such term. Certain other terms shall have the meaning set forth for such term in this Second Amended Agreement.

1.2.1 Approvals. Any and all permits or approvals of any kind or character required under the City Laws in order to develop the Project, including, but not limited to, architectural review approvals, building permits, site clearance and demolition permits, grading permits and utility connection permits.

1.2.2 City Laws. The ordinances, resolutions, codes, rules, regulations and official policies of the City govern the permitted uses of land, density, design, improvements and construction standards and specifications applicable to the development of the Property. Specifically, but without limiting the generality of the foregoing, City Laws shall include the City's General Plan, the Planned Development, the Zoning Regulations of the City of Yuba City, and the Subdivision Regulations of the City of Yuba City.

1.2.3 Conditions. All conditions, exactions, fees or payments, dedication or reservation requirements, obligations for on or off-site improvements, services or other conditions of approval called for in connection with the development of or construction on the Property under the existing City Laws, whether such conditions of approval constitute public improvements, or mitigation measures in connection with environmental review of any aspect of the Project.

1.2.4 Director. The Director of the Development Services Department.

1.2.5 Existing City Laws. The City Laws in effect as of the Effective Date of this Second Amended Agreement.

1.2.6 Laws. The laws and Constitution of the State of California, the laws and Constitution of the United States and any codes, statutes or executive mandates in any court decision, state or federal, thereunder.

1.2.7 Mortgagee. "Mortgagee" means: (a) the holder of the beneficial interest under a Mortgage; (b) the lessor under a sale and leaseback Mortgage; and (c) any successors, assigns and designees of the foregoing.

1.2.8 Party. A signatory to this Second Amended Agreement: or a successor or assign of a signatory to this Second Amended Agreement.

1.2.9 Property. The Property is that property described and shown on Exhibits A-1 and A-2. It is intended and determined that the provisions of this Second Amended Agreement shall constitute covenants which shall run with the Property and the benefits and burdens hereof shall bind and inure to all successors-in-interest to the parties hereto.

2. Effective Date: Term.

2.1 Recordation. Not later than ten (10) days after the Effective Date, the Parties shall cause this Second Amended Agreement to be recorded in the Official Records of the County of Sutter, State of California, as provided for in Government Code Section 65868.5. However, failure to record this Second Amended Agreement within ten (10) days shall not affect its validity or enforceability by and between the Parties.

2.2 Term. The term of this Second Amended and Restated Development Agreement shall commence on the Effective Date and terminate ten (10) years thereafter; provided, however, that the initial term may be extended, upon Developer's application therefore and upon the mutual agreement of both parties, by an amendment to this Second Amended Agreement and after approval by the City Council after first receiving a recommendation by the Planning Commission.

Following the expiration of the Term, this Second Amended Agreement shall be deemed terminated and be of no further force and effect; provided, however, said termination of the Second Amended Agreement shall not affect any right or duty emanating from City Entitlements on the Property approved concurrently with or subsequent to the approval of this Second Amended Agreement.

3. General Development of the Project.

3.1 Project: Vested Entitlements.

3.1.1 Development of the Property shall be governed by this Second Amended Agreement, and the Entitlements. This Second Amended Agreement does not

impose affirmative obligations on the Landowner to commence development of the Project, or any phase thereof, in advance of its decision to do so.

3.1.2 The permitted uses of the Property, the density and intensity of use, including, but not limited to, minimum landscape areas, maximum lot coverage, minimum and maximum number of parking spaces, and the allowable floor area ratios, and provisions for public improvements and all mitigation measures and conditions required or imposed in order to minimize or eliminate environmental impacts or any impacts of the Property applicable to development of the Property, are as set forth in the Entitlements and are hereby vested subject to the provisions of this Second Amended Agreement ("Vested Entitlements").

3.2 Project Phasing. Landowner and City acknowledge and agree that the Project is designed to be developed in phases. The Parties also acknowledge and agree that presently the Landowner cannot predict the timing of the Project phasing. Because the California Supreme Court held in *Pardee Construction Co. v. City of Camarillo* (1984) 37 Cal.3d 465, that failure of the Parties therein to provide for the timing of development resulted in a later-adopted initiative restricting the timing of development to prevail over the Parties' agreement, it is the Parties' intent to cure that deficiency by acknowledging and providing that the Landowner shall have the right to develop the building components of the Project in phases in accordance with the Entitlements and at such times as the Landowner deems appropriate within the exercise of its subjective business judgment and the provisions of this Second Amended Agreement.

3.3 Other Government Permits. The Landowner or City (whichever is appropriate) shall apply for such other permits and approvals from other governmental or quasi-governmental agencies having jurisdiction over the Project (such as public utility districts, Gilsizer County Drainage District, the U.S. Army Corps of Engineers, or CalTrans) as may be required for the development of, or provision of services to, the Project. The City shall promptly and diligently cooperate, at no cost or damage to the City, with the Landowner in its endeavors to obtain such permits and approvals and, from time-to-time at the request of the Landowner, and shall attempt with due diligence and in good faith to enter into binding agreements with any such entity in order to assume the availability of such permits and approvals of services. To the extent allowed by law, the Landowner shall be a party or third-party beneficiary to any such agreement and shall be entitled to enforce the rights of the Landowner or City thereunder or the duties and obligations of the parties thereto.

3.4 Additional Fees. Except as set forth in this Second Amended Agreement, the City shall not impose any further or additional fees, taxes or assessments, whether through exercise of the police power, the taxing power, or any other means, other than those required by Existing City Laws and this Second Amended Agreement, provided that:

3.4.1 Community Facilities District. Prior to the approval of any final map within the area covered by this Second Amended Agreement, the Developer shall be required to enter into one or more Community Facilities District ("CFD") or similar funding mechanisms acceptable to the City for the purpose of funding on-going operational costs for police, fire, and other government services as well as for on-going maintenance costs for road and park facilities.

Developer shall cooperate in the formation or annexation to the CFD or funding mechanism, and irrevocably consents herewith to the levy of such special taxes, establishment of funding mechanisms, or collection of other fees or charges, as are necessary to fund the operational and/or maintenance costs.

3.4.2 The City may charge the Landowner the standard processing fees for land use approvals, building permits and other similar permits, which are in force and effect on a City-wide basis at the time application is submitted for those permits.

3.4.3 City shall have the authority to enact or increase development impact fees provided the fees are consistent with the fees applied to other properties in the City or area wide that is similarly situated.

3.4.4 If the City exercises its taxing power in a manner which will not change any of the conditions applicable to the Project and so long as any taxes are uniformly applied on a City-wide or area-wide basis, as defined below, the Property may be so taxed, which tax shall be consistent with the taxation of other properties in the City or area wide that is similarly situated.

3.4.5 If state or federal laws are adopted which enable cities to impose fees on existing projects and if, consequently, the City adopts enabling legislation and imposes fees on existing projects on a City-wide basis, these fees may be imposed on the Project, which fees shall be consistent with the fees imposed on other properties in the City similarly situated.

3.4.6 Landowner shall pay the following fees and is eligible for the following credits:

i. City-wide development impact fees, which may include but not be limited to:

- Parks and Recreation
- Community Civic Center
- Fire Protection
- Library Services
- Police Protection
- Roadways/Traffic
- Flood Protection/Levee Improvements
- City Corporation Yard
- Drainage
- Administration Component
- Connection and Trunk Line Fees (Water and Sewer)
- Applicable County development impact fees

ii. Park fee credits per Paragraph 4.2.6 of this Second Amended Agreement.

iii. Any fees that Developer is obligated to directly pay to any Federal, State, County or local agency (other than any City Agency) under applicable Federal, State, County or local law.

iv. Any fees the City is legally required to collect for other State or Federal agencies pursuant to State or Federal law or any City agreement or City ordinance that the City is legally mandated or required to adopt or enter into to comply with State or Federal law or a judgment of a court of law, but only to the extent necessary to satisfy such compliance.

Fees shall be paid at the then-applicable rate in effect at the time building permits are obtained. Certain City fees may be deferred to prior to issuance of a certificate of occupancy if otherwise allowed by City ordinance, regulation, or policy.

3.4.7 For purposes of this Second Amended Agreement, "area wide" shall cover not only the Property, but also at least all parcels zoned and/or developed in a manner similar to the Property and located in the combined area of the Sutter Heritage Master Plan. The Parties acknowledge that the provisions contained in this Section 3.4 are intended to implement the intent of the Parties that the Landowner has the right to develop the Project pursuant to specified and known criteria and rules, and that the City receives the benefits which will be conferred as a result of such development without abridging the right of the City to act in accordance with its powers, duties and obligations.

3.5 Applicable Laws and Standards. Notwithstanding any change in any Existing City Law, including but not limited to, any change by means of ordinance, resolution, initiative, referendum, policy or moratorium, and except as otherwise provided in this Second Amended Agreement, the laws and policies applicable to the Property are set forth in Existing City Laws (regardless of future changes in these by the City), and this Second Amended Agreement. The Project has vested rights to be built and occupied on the Property, provided that the City may apply and enforce the Uniform Building Code (including the Uniform Mechanical Code, Uniform Electrical Code and Uniform Plumbing Code) and Uniform Fire Code and all applicable hazardous materials regulations in effect at the time the Landowner applies for any particular building permits for any particular building or other development aspect of the Project.

3.6 Application of New Laws. Nothing herein shall prevent the City from applying to the Property new federal, state or City Laws that are not inconsistent or in conflict with the Existing City Laws or the intent, purposes or any of the terms, standards or conditions of this Second Amended Agreement; and which do not alter the terms, impose any further or additional fees or impose any other conditions requiring additional traffic improvements requirements or additional off-site improvements that are inconsistent with this Second Amended Agreement or the intent of this Second Amended Agreement. Any action or proceeding of the City that has any of the following effects on the Project shall be considered to be in conflict with this Second Amended Agreement and the existing City Laws, and shall not be applied by the City to the Project or this Second Amended Agreement:

3.6.1 Limiting the uses permitted on the Property;

3.6.2 Limiting or reducing the density or intensity of uses, the maximum height, the allowable floor area ratios, the required number of parking spaces, increasing the amount of required landscaping or reservations and dedications of land for public purposes;

3.6.3 Limiting the timing or phasing of the Project in any manner that is inconsistent with or more restrictive than the provisions of this Second Amended Agreement;

3.6.4 Limiting the location of building sites, grading or other improvement on the Property in a manner that is inconsistent with or more restrictive than the limitations included in this Second Amended Agreement; or

3.6.5 Applying to the Project or the Property any law, regulation, or rule restricting or affecting a use or activity otherwise allowed by this Second Amended Agreement.

3.7 Moratorium, Quotas, Restrictions, or Other Limitations.

Without limiting the City's standard application processing procedures, no moratorium or other limitation affecting building permits or other land use entitlements, or the rate, timing or sequencing thereof shall apply to the Project.

3.8 Easements: Improvements. The City shall cooperate with the Landowner in connection with any arrangements for abandoning existing utility or other easements and facilities and the relocation thereof or creation of any new easements within the Property necessary or appropriate in connection with the development of the Project.

3.9 Farming Rights. The City shall acknowledge that the Landowner shall have the right to continue to farm the lands non-developed portion of the property.

4. Developer Obligations

4.1 Public Improvements: Developer shall be responsible for constructing and financing the public infrastructure improvements necessary to serve the Project and as provided in this Second Amended Agreement and the Entitlements, including the SHMP Public Facilities Financing Plan. Developer agrees to dedicate, construct or acquire the improvements or facilities and to perform the obligations set forth in this Section at its expense, subject only to those reimbursements and credits as specified in this Second Amended Agreement. Public infrastructure improvements shall be designed and constructed in accordance with the improvement plans approved by City for such improvements, and in accordance with the requirements and regulations pursuant to California State law.

4.2 Developer Obligations. Developer shall be obligated to construct and finance the public infrastructure improvements as called out in the Sutter Heritage Master Plan and as provided below, in accordance with Sutter Heritage Master Plan and consistent with the City's infrastructure Master Plans. Developer shall be required to post appropriate financial security with City prior to recordation of Final Maps, consistent with Project conditions of approval and as called out in the Public Facilities Financing Plan. The developer may be entitled to fee credits as provided in Sections 4.2.6 and 5.1.

4.2.1 Roads. Roads shall be constructed per the approved phased infrastructure improvement matrix per the tentative map conditions of approval, Planned Development, and as provided in the approved tentative maps or other discretionary City permits. On-site improvements shall be as per project approvals and approved improvement plans.

4.2.2 Storm Drainage. Developer shall provide necessary on-site and off-site improvements for storm drainage consistent with Project conditions of approval and as required by the City and the Gilsizer County Drainage District. Improvements shall be constructed for the approved phased infrastructure improvement per the tentative map conditions of approval, Planned Development, and as provided in the approved tentative maps or other discretionary City permits.

4.2.3 Sewer. Developer shall construct sewer lines consistent with the Master Plan and conditions of approval of the tentative maps and other discretionary City permits. Improvements shall be constructed for the approved phased infrastructure improvement per the tentative map conditions of approval, Planned Development, and as provided in the approved tentative maps or other discretionary City permits.

4.2.4 Water. Developer shall construct water line improvements consistent with the Master Plan and conditions of approval of the tentative maps and other discretionary City permits. Developer shall also be responsible for all on-site water line improvements. Improvements shall be constructed for the approved phased infrastructure improvement per the tentative map conditions of approval, Planned Development, and as provided in the approved tentative maps or other discretionary City permits.

4.2.5 Neighborhood Park Construction. Prior to the issuance of a building permit for the 82nd dwelling in the Project or prior to the completion of Phase 1 (whichever occurs first), Developer shall have completed construction of the 0.8-acre neighborhood park and offered said park for dedication to the City.

4.2.6 Fee Credits for Park Construction. The City agrees to grant Developer Parks and Recreation Fee credits equal to fifty percent (50%) of an engineer's estimate for the costs of design and construction of the park described in Section 4.2.5. The Developer shall be able to use 100 percent (100%) of those Parks and Recreation Fee credits towards the Parks and Recreation Fee within the Sutter Heritage Master Plan area upon the City's acceptance of said engineer's estimate prepared and submitted to City by Developer. Such acceptance by City shall not be unreasonably withheld or delayed. The Fee credits will be subject to inflation utilizing the Engineering News and Record Construction Index beginning the first day of January following the City's acceptance of the engineer's estimate. Both the Developer and City acknowledge that the City is considering a comprehensive Park and Recreation Development Impact fee which incorporates neighborhood park development and at such time, the Fee credits may be used by Developer to offset that new fee as if it were in effect as of the time of approval of this Second Amended Agreement. However, notwithstanding any other provision of this Section, Parks and Recreation Fee credits are limited for use as to just the Parks and Recreation Fee within the Sutter Heritage Master Plan area, and under no circumstances shall the City be required to reimburse or allow the use of credits for other fee types or in other areas.

4.3 Reimbursement by Developer to Third Parties. In the event that facilities, including, but not limited to, roadway, sewer, water, drainage, and parks are constructed by third parties which benefit Developer, Developer agrees that it will pay to City for reimbursement to the third parties, Developer's pro-rata share, as reasonably determined by the City, of the cost of construction prior to the issuance of the first building permit in the Project. Third party reimbursement will include, in addition to construction costs, those costs associated with planning, design and permitting as set forth in Section 4.1 of this Second Amended Agreement.

4.4 Covenants, Conditions and Restrictions; Enforcement by City. Upon the recordation of each final subdivision map or other development project, Developer shall record against such portion of the Property a master set of covenants, conditions and

restrictions (“CC&R’s”) to require the development and use of the property to be consistent with the Project Entitlement development plan or other appropriate City designation and applicable design guidelines for the Project. The CC&R’s shall include the covenants that all structures and landscaping within the Project are to be built, installed and maintained in accordance with the Master Plan and subject to an obligation to obtain design approval from the City prior to any construction or modification of such improvements. The CC&R’s shall provide that the City shall be a third-party beneficiary thereof and may not be amended without the City’s consent. As a third-party beneficiary, the City shall have the right, but no obligation, to review and/or enforce any covenant under the CC&R’s and the City shall not be obligated hereby to respond to any demands or complaints thereunder or otherwise take any action with respect thereto. The CC&R’s shall give the City the same rights as any other owner of record and enforce liens to recover the costs of such enforcement, which may include costs to perform maintenance obligations, remove trash or debris, tow any unlawfully parked vehicles, or other such violations, all at the cost of any defaulting party. The form of such CC&R’s shall be subject to the review and approval by the City Attorney, which shall not be unreasonably withheld, prior to recordation thereof and prior to any amendment thereof that may affect the City’s enforcement rights thereunder. City acknowledges that Developer shall not be obligated by the foregoing to form a homeowner’s association.

4.5 Reimbursement for City Costs. Developer shall reimburse City for all of City’s costs incurred in the drafting, negotiating, development, and implementation of this Second Amended Agreement, including, but not limited to, the annual review pursuant to Section 6.1. Said costs shall include, but not be limited to, the full cost recovery of all City’s staff time and City’s attorney fees. This Second Amended Agreement shall not take effect until the City costs, as provided for in this section, owed by Developer to City are paid to the City.

4.6 Building and Site Design. Developer shall comply with the design intent in the City-wide adopted Design Guidelines, to the extent such City-wide adopted Design Guidelines are not inconsistent with the approved Entitlements.

5. Reimbursement and Fee Credits, Financing, and Right-of Way

5.1 Reimbursement to Developer for Oversizing

5.1.1 Developer agrees the City may require Developer to construct certain on-site and off-site improvements in a manner that provides for oversize or excess capacity beyond that size or capacity needed to serve the project (collectively “Oversizing”) so that the constructed improvement will be available to serve other development or residences or facilities outside of the Property. The City shall not require any Oversizing from the Developer except in connection with project approvals or in Development Approvals, and in accordance with the provisions of the Subdivision Map Act. Developer may be entitled to a fee credit or reimbursement for Oversizing improvements per Section 5 of this Second Amended Agreement.

5.1.2 In the event that City requires Developer to install a specific improvement (for example, a traffic signal), Developer’s obligation to pay the relevant development impact fees otherwise owed under this Second Amended Agreement regarding the category of improvement the Developer is installing shall be satisfied by the installation of such improvement in the manner mutually agreed upon by the City and the Developer so long as the amount of the development impact fees for this category of improvement does not exceed the cost of such improvement. City shall accept Developer’s dedication of such improvements, consistent with the terms and conditions of this Second Amended Agreement.

By entering into this Second Amended Agreement, City and Developer agree that certain facilities, including, but not limited to, roadway, sewer, water, and drainage will be constructed by Developer pursuant to this Second Amended Agreement which will benefit third-party landowners. Developer shall be entitled to a fee credit for any such facilities to the extent they benefit third party landowners in an amount as reasonably determined by the City. If Developer's fee credit for a particular facility exceeds the amount of the fee owed, then Developer shall be reimbursed by funds, other fee credits, or a combination of both as mutually agreed to by the Parties, for the amount the fee credit exceeds the fee owed by the benefited third-party landowners. As a precondition to receiving such fee credit, Developer shall request the City enter into a Reimbursement Agreement, which shall specify the reimbursement calculations and amounts as determined by the City. The Reimbursement Agreement will require future development by third-party landowners benefiting from the Oversizing to reimburse Developer's pro-rata share for the installation of the oversizing or other qualifying improvements benefiting third-party landowners under the terms and conditions specified by the Reimbursement Agreement. The City Council is authorized to enter into a Reimbursement Agreement on behalf of the City subject to approval as to legal form by the City Attorney.

5.1.3 Reimbursement Calculations. City will provide Developer with the available documentation showing the basis for the reimbursement amounts pursuant to Section 4.1. The reimbursement obligations provided in this Second Amended Agreement will be in amounts as reasonably determined by the City.

5.1.4 Reimbursement Personal to Constructing Owner. All rights to reimbursement created pursuant to Section 4.1 shall be personal to the owner installing the improvements and shall not run with the land unless such rights are expressly assigned in writing.

5.2 City's Support of Public Financing for Project Improvements. Development of the Project requires the investment of significant capital to fund the Project's necessary major infrastructure. Developer may, at its discretion, seek public financing mechanism for financing the construction, improvement or acquisition of major infrastructure, including a neighborhood park. At the request of Developer, the City may consider the use of finance districts, special assessment districts, and other similar project-related public financing mechanisms to fund the Project's necessary infrastructure.

5.3 Right-of-Way Acquisition. With respect to the acquisition of any off-site interest in real property required by Developer in order to fulfill any condition required by the Project or the Entitlements, Developer shall make a good faith effort to acquire the necessary interest by private negotiations at the fair market value of such interest. If, after such reasonable efforts, Developer has been unable to acquire such interest and provided that Developer (i) provides evidence of a good faith effort to acquire the necessary property interest to the reasonable satisfaction of City and (ii) agrees to pay the cost of such acquisition, including reasonable attorney's fees, City shall make an offer to acquire the necessary property interest at its fair market value. If such offer has not been accepted within 60 days, City agrees, to the extent permitted by law, to cooperate and assist Developer in efforts to obtain such necessary property interest. Any such acquisition by City shall be subject to City's good faith discretion, which is expressly reserved by City, to make the necessary findings, including a finding thereby of public necessity, to acquire such interest. Subject to the reservation of such good faith discretion, the City shall schedule the necessary hearings, and if approved by City,

thereafter prosecute to completion the proceedings and action to acquire the necessary property interests by power of eminent domain.

Developer shall fund all costs of the acquisition of such necessary property interests, including reasonable attorney's fees and court costs in the event that such acquisition and/or condemnation is necessary.

6. Annual Review.

6.1 Good Faith Compliance. Developer shall annually provide documentation of good faith compliance with this agreement per Govt. Code Section 65865.1 to the City. The City may, at least every twelve (12) months, during the Term of this Second Amended Agreement, conduct a public meeting to review the extent of good faith substantial compliance by Landowner with the terms of this Second Amended Agreement at Landowner's expense. Such periodic review shall be limited in scope to compliance with the terms of this Second Amended Agreement pursuant to Government Code Section 65865.1. Notice of such annual review will be provided by the Development Services Director to Landowner thirty (30) days prior to the date of the public meeting by the Planning Commission and shall include the statement that any review may result in amendment or termination of this Second Amended Agreement as provided herein. A finding by the City of good faith compliance by the Landowner with the terms of Second Amended Agreement shall conclusively determine the issue up to and including the date of such review. Nothing in this Section shall be deemed to create a duty of responsibility of City or Landowner or define an event of default that but for such concurrent review would not have been so created or defined.

6.2 Failure to Comply in Good Faith. If the City Council makes a finding that the Landowner has not complied in good faith with the terms and conditions of this Second Amended Agreement, the City shall provide written notice to the Landowner describing: (i) such failure to comply with the terms and conditions of this Second Amended Agreement (referenced to herein as a "Default"); (ii) the actions, if any, required by the Landowner to cure such Default; and (iii) the time period within which such Default must be cured. The Landowner shall have, at a minimum, thirty (30) business days after the date of such notice to cure such Default, or in the event that such Default cannot be cured within such thirty (30) day period but can be cured within one (1) year, the Landowner shall have commenced the actions necessary to cure such Default and shall be diligently proceeding to complete such actions necessary to cure such Default within thirty (30) days from the date of notice. If the Default cannot be cured within one (1) year, as determined by the City during periodic or special review, the City Council may modify or terminate this, Second Amended Agreement as provided in Section 6.4 and Section 6.5.

6.3 Failure to Cure Default. If the Landowner fails to cure a Default within the time periods set forth above, the City Council may modify or terminate this Second Amended Agreement as provided below.

6.4 Proceedings Upon Modification or Termination. If, upon a finding under Section 6.2 and the expiration of the cure period, the City determines to proceed with modification or termination of this Second Amended Agreement, the City shall give written notice to the Landowner of its intention to do so. The notice shall be given at least fifteen (15) calendar days before the scheduled hearing and shall contain:

6.4.1 The time and place of the hearing;

6.4.2 A statement as to whether or not the City proposes to terminate or to modify the Second Amended Agreement; and

6.4.3 Such other information as is reasonably necessary to inform the Landowner of the nature of the proceeding.

6.5 Hearings on Modification or Termination. At the time and place set for the hearing on modification or termination, the Landowner shall be given an opportunity to be heard, and the Landowner shall be required to demonstrate good faith compliance with the terms and conditions of this Second Amended Agreement. The burden of proof on the issue shall be on the Landowner. If the City Council finds, based upon substantial evidence, that the Landowner has not complied in good faith with the terms or conditions of the Second Amended Agreement, the City Council may terminate this Second Amended Agreement or modify this Second Amended Agreement and impose such conditions as are reasonably necessary to protect the interests of the City.

7. Permitted Delays.

7.1 Extension of Times of Performance. In addition to specific provisions of this Second Amended Agreement, performance by either Party under this Second Amended Agreement shall not be deemed to be in default where delays or, defaults are due to war, insurrection, strikes, lockouts, walkouts, drought, riots, floods, earthquakes, fire, casualties, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, restrictions imposed by governmental or quasigovernmental entities other than the City, unusually severe weather, acts of the other Party, acts or the failure to act of any public or government agency or entity other than the City, or any other causes beyond the control or without the fault of the Party claiming an extension of time to perform. An extension of time for any such cause shall only be for the period of the excusable delay, which period shall commence to run from the time of the commencement of cause until the conditions creating the excusable delay no longer exist. If, however, notice by the Party claiming such extension of time is sent to the other Party more than thirty (30) days after the commencement of the cause, the period shall commence to run only thirty (30) days prior to the giving of such notice. Times of performance under this Second Amended Agreement may also be extended in writing by the joint agreement of the City and Landowner. Litigation attacking the validity of this Second Amended Agreement, or any permit, ordinance, or entitlement or other action of a governmental agency necessary for the development of the Property pursuant to this Second Amended Agreement shall also be deemed to create an excusable delay under this Section.

7.2 Supersedure by Subsequent Laws. If any Law made or enacted after the date of this Second Amended Agreement prevents or precludes compliance with one or more provisions of this Second Amended Agreement, then the provisions of this Second Amended Agreement shall, to the extent feasible, be modified or suspended as may be necessary to comply with such new Law. Immediately after enactment of any such new Law, the Parties shall meet and confer in good faith to determine the feasibility of any such modification or suspension based on the effect such modification or suspension would have on the purposes and intent of this Second Amended Agreement. If such modification or suspension is infeasible in the

Landowner's reasonable business Judgment, then the Landowner shall have the right to terminate this Second Amended Agreement by written notice to the City. The Landowner shall also have the right to challenge the new Law preventing compliance with the terms of this Second Amended Agreement, and, in the event such challenge is successful, this Second Amended Agreement shall remain unmodified and in full force and effect.

8. Termination.

8.1 City's Right to Terminate. The City shall have the right to terminate this Second Amended Agreement if the Landowner is not in substantial compliance with the terms of this Second Amended Agreement and this default remains uncured, all as set forth in Section 6.

8.2 Landowner's Right to Terminate. The Landowner shall have the right to terminate this Second Amended Agreement only under the following circumstances:

8.2.1 The Landowner has found the City in breach of this Second Amended Agreement, has given the City notice of such breach and the City has not cured such breach within thirty (30) days of receipt of such notice or, if the breach cannot reasonably be cured within such thirty (30) day period, if the City has not commenced to cure such breach within thirty (30) days of receipt of such notice and is not diligently proceeding to cure such breach.

8.2.2 The Landowner is unable to complete the Project because of supersedure by a subsequent law per Section 7.2 or court action.

8.2.3 The Landowner determines, in its business judgment, that it is not practical or reasonable to pursue development of the Property, however if termination occurs for this reason the City reserves the right to revoke any remaining entitlement to develop the property.

8.3 Mutual Agreement. This Second Amended Agreement may be terminated upon the mutual agreement of the Parties.

8.4 Effect of Termination.

8.4.1 General Effect. If this Second Amended Agreement is terminated for any reason, such termination shall not affect any condition or obligation due to the City from the Landowner prior to the date of termination and such termination shall not otherwise affect any other City entitlement or approval with respect to the Property that has been granted prior to the date of termination.

8.5 Recordation of Termination. In the event of a termination, the City and Landowner agree to cooperate with one another in executing a Memorandum of Termination to record in the Official Records of Sutter County within thirty (30) days of the date of termination.

9. Remedies. Either Party may, in addition to any other rights or remedies, institute legal or equitable action to cure, correct or remedy any default, enforce any

covenant or agreement herein, enjoin any threatened or attempted violation or enforce by specific performance the obligations and rights of the Parties hereto.

10. Waiver: Cumulative Remedies. Failure by a Party to insist upon the strict performance of any of the provisions of this Second Amended Agreement by the other Party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such Party's right to demand strict compliance by such other Party in the future. No waiver by a Party of an event of default shall be effective or binding upon such Party unless made in writing by such Party, and no such waiver shall be implied from any omission by a Party to take any action with respect to such event of default. No express written waiver of any event of default shall affect any other event of default, or cover any other period of time, other than any event of default and/or period of time specified in such express waiver. Except as provided in this Section, all of the remedies permitted or available to a Party under this Second Amended Agreement, or at law or in equity, shall be cumulative and not alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

11. Project as a Private Undertaking. It is specifically understood and agreed by and between the Parties that the Project is a private development. This Second Amended Agreement is made and entered into for the sole protection and benefit of the Landowner and the City and their successors and assigns. No other person shall have any right of action based upon any provision of this Second Amended Agreement. The City and Landowner hereby renounce the existence of any third-party beneficiary to this Second Amended Agreement and agree that nothing contained herein shall be construed as giving any other person or entity third-party beneficiary status. No partnership, joint venture or other association of any kind is formed by this Second Amended Agreement.

12. Cooperation in the Event of Legal Claim. In the event any legal action or proceeding is instituted by any third-party challenging the validity of any provision of this Second Amended Agreement or any action or decision taken or made hereunder, the Parties shall cooperate in defending such action or proceeding.

13. Estoppel Certificate. Either Party may, at any time, and from time-to-time, deliver written notice to the other Party requesting such Party to certify in writing that, to the knowledge of the certifying Party: (i) this Second Amended Agreement is in full force and effect and a binding obligation of the Parties; ii) this Second Amended Agreement has not been amended or modified either orally or in writing, and if so amended, identifying the amendments; (iii) the requesting Party is not in default in the performance of its obligations under this Second Amended Agreement, or if in default, describing therein the nature and amount of any such defaults; and (iv) the requesting Party has been found to be in compliance with this Second Amended Agreement, and the date of the last determination of such compliance. A Party receiving a request hereunder shall execute and return such certificate within thirty (30) days following receipt thereof. The Director shall have the right to execute any certificate requested by the Landowner hereunder. The City acknowledges that a certificate hereunder may be relied upon by transferees and Mortgagees.

14. Right to Assign or Transfer. The Landowner's rights and responsibilities hereunder may be sold or assigned in conjunction with the transfer, sale

or assignment of the Property at any time during the term of this Second Amended Agreement subject to the following conditions precedent:

14.1 No default by Developer shall be outstanding and uncured as of the effective date of the proposed transfer, unless the City Council has received adequate assurances satisfactory to the City Council that such default shall be cured in a timely manner either by Developer or the transferee under the transfer.

14.2 Prior to the effective date of the proposed transfer, Developer or the proposed transferee has delivered to the City an executed and acknowledged assignment and assumption agreement (the "Assumption Agreement") in recordable form. Such Assumption Agreement shall include provisions regarding: (a) the rights and interest proposed to be transferred to the proposed transferee; (b) the obligations of Developer under this Second Amended Agreement that the proposed transferee will assume; and (c) the proposed transferee's acknowledgment that such transferee has reviewed and agrees to be bound by this Second Amended Agreement. The Assumption Agreement shall also include the name, form of entity, and address of the proposed transferee, and shall provide that the transferee assumes the obligations of Developer to be assumed by the transferee in connection with the proposed transfer. The Assumption Agreement shall be recorded in the official records of the County of Sutter concurrently with the consummation of the transfer.

14.3 Prior to the effective date of the proposed transfer, the Developer must obtain the City's consent in writing to the transfer, which may be evidenced by the City Council's approval of an Assumption Agreement. City's consent shall not be unreasonably withheld. Factors the City may consider in determining whether to consent to the transfer include the financial capacity of the proposed transferee to comply with all of the terms of the Second Amended Agreement and the history, if any, of compliance of transferee, its principals, officers or owners with the provisions of federal or state law, the Yuba City Municipal Code or agreements with the City relating to development projects within the City.

14.4 Mortgagee as Transferee. No Mortgage (including the execution and delivery thereof to the Mortgagee) shall constitute a transfer. A Mortgagee shall be a transferee only upon: (a) the acquisition by such Mortgagee of the affected interest of Developer encumbered by such Mortgagee's Mortgage; and (b) delivery to the City of an Assumption Agreement executed by the Mortgagee pursuant to which the Mortgagee assumes assuming, from and after the date such Mortgagee so acquires its interest, the applicable rights, duties and obligations of Developer under this Second Amended Agreement. No further consent of the City shall be required for any such transfer to a Mortgagee.

14.5 Effect of Transfer. A transferee shall become a Party to this Second Amended Agreement only with respect to the interest transferred to it under the transfer and then only to the extent set forth in the Assumption Agreement. If Developer transfers all of its rights, duties and obligations under this Second Amended Agreement, Developer shall be released from any and all obligations accruing after the date of the transfer under this Second Amended Agreement. If Developer effectuates a transfer as to only some but not all of its rights, duties and obligations under this Second Amended Agreement, Developer shall be released only from its obligations accruing after the date of the transfer which the transferee assumes in the Assumption Agreement.

15 Financing. Mortgages, deeds of trust, sales and leasebacks, or other forms of conveyance required for any reasonable method of financing requiring a

security arrangement with respect to the Property ("Mortgages") are permitted without the consent of the City, provided the Landowner complies with the following:

15.1 Mortgagee Protection. This Second Amended Agreement and any covenants entered into between the Developer and City shall be superior and senior to the conveyance of any Mortgage encumbering any interest in the Property. No default shall defeat, render invalid, diminish or impair the conveyance of any Mortgage made for value, but all of the terms and conditions contained in this Second Amended Agreement shall be binding upon and effective against any person (including any Mortgagee) who acquires title to the Property or any portion thereof or interest therein or improvement thereon, by foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise.

15.2 Mortgagee Not Obligated; Mortgagee as Transferee. No Mortgagee shall have any obligation or duty under this Second Amended Agreement whatsoever, except that nothing contained in this Second Amended Agreement shall be deemed to permit or authorize any Mortgagee to undertake any new construction or improvement in the Chima Ranch Project Area, or to otherwise have the benefit of any rights of Developer, or to enforce any obligation of the City, under this Second Amended Agreement, unless and until such Mortgagee elects to become a Transferee in the manner specified in this Second Amended Agreement. Any Mortgagee that affirmatively elects to become a Transferee shall be later released from all obligations and liabilities under this Second Amended Agreement upon the subsequent Transfer by the Mortgagee of its interest as a transferee to another person.

15.3 Entitlement to Written Notice of Default. The Mortgagee of a Mortgage or beneficiary of a deed of trust encumbering the Property, or any part thereof, and their successors and assigns shall, upon written request to the City, be entitled to receive from the City written notification of any default by Landowner of the performance of Landowner's obligations under this Second Amended Agreement which has not been cured within sixty (60) days following the date of default. Landowner shall reimburse the City for its actual costs, reasonably and necessarily incurred, to prepare this notice of default.

15.4 Priority of Mortgages and Subordination. Landowner shall ensure that all Mortgages subordinate to this Second Amended Agreement. For purposes of exercising any remedy of a Mortgagee or for becoming a Transferee, the applicable laws of the State of California shall govern the rights, remedies and priorities of each Mortgagee, absent a written agreement between Mortgagees otherwise providing.

15.5 Collateral Assignment. As additional security to a Mortgagee under a Mortgage on the Property or any portion thereof, Developer shall have the right, without the consent of the City, to execute a collateral assignment of Developer's rights, benefits and remedies under this Second Amended Agreement in favor of the Mortgagee (a "Collateral Assignment") on the standard form provided by the Mortgagee.

16. Covenants to Run with the Land. All of the provisions, agreements, rights, powers, standards, terms, covenants, and obligations contained in this Second Amended Agreement shall be binding upon the Parties and their respective heirs, successors, assignees, devisees, administrators, representatives, lessees, and all other persons acquiring the Property, or any portion thereof, or any interest therein, whether by operation of law or in any manner whatsoever, and shall inure to the benefit of the Parties and their respective heirs, successors and assignees. All of the provisions of this Second Amended Agreement shall be enforceable as equitable servitudes and

constitute covenants running with the land pursuant to applicable laws, including, but not limited to, Section 1468 of the Civil Code of the State of California. Each covenant to do, or refrain from doing, some act on the Property hereunder: (i) is for the benefit of such properties and is a burden upon such properties; (ii) runs with such properties; and (iii) is binding upon each Party and each successive owner during its ownership of such properties or any portion thereof, and each person having any interest therein derived in any manner through any owner of such properties, or any portion thereof, and shall benefit each Party and its property hereunder, and each other person succeeding to an interest in such properties; provided that no liability or obligation shall accrue to any person, if this Second Amended Agreement terminates pursuant to Section 8 of this Second Amended Agreement.

17. Amendment.

17.1 Amendment or Cancellation. Except as otherwise provided in this Second Amended Agreement, this Second Amended Agreement may be canceled, modified or amended only by mutual consent of the Parties in writing, and then only in the manner provided for in Government Code Section 65868. Minor amendments to this Second Amended Agreement may be made without a public hearing upon approval of the Development Services Director. "Minor Amendments" shall mean amendments which are similar in significance to the type of minor amendments to land use entitlements that may be made without a full public hearing or approval of the Planning Commission or City Council pursuant to the Yuba City Municipal Code.

17.2 Recordation. Any amendment, termination or cancellation of this Second Amended Agreement shall be recorded by the City Clerk not later than ten (10) days after the effective date of the action effecting such amendment, termination or cancellation; however, a failure to record shall not affect the validity of the amendment, termination or cancellation.

18. Notices.

18.1 Procedure. Any notice to either Party shall be in writing and given by delivering the notice in person or by sending the notice by registered or certified mail, or Express Mail, return receipt requested, with postage prepaid, to the Party's mailing address.

18.2 Mailing Addresses. The respective mailing addresses of the Parties are, until changed as hereinafter provided, the following:

City:	Development Services Director City of Yuba City 1201 Civic Center Blvd. Yuba City, CA 95993
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With a copy to:	City Manager City of Yuba City
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1201 Civic Center Blvd.
Yuba City, CA 95993

Landowners:

Chohan & Sons, Inc
Harsbinder Chohan, President
3132 Bogue Road
Yuba City, CA. 95993

Paramdeep K. Chohan, Trustee of the
Rajinder and Paramdeep Chohan Trust
under Declaration of Trust dated October 20,
2021
3580 Lincoln Rd
Yuba City, CA. 95993

Harnek Singh and Navjot Bala, Trustees of
the Successors in trust, under (U/A) the Allen
and Rubai Family Trust dated December 14,
2015
1166 Santa Barbara Way
Yuba City, CA. 95993

With a copy to:

MHM Incorporated
Attn: Sean Minard
P.O. Box B
Marysville, CA 95901

Either Party may change its mailing address at any time by giving ten (10) days' notice of such change in the manner provided for in this section. All notices under this Second Amended Agreement shall be deemed given, received, made or communicated on the date personal delivery is affected or, if mailed, on the delivery date or attempted delivery date shown on the return receipt. Nothing in this provision shall be construed to prohibit communication by facsimile transmission, so long as an original is sent by first class mail, commercial carrier or is hand-delivered.

19. Indemnification.

19.1 Third Party Actions. To the furthest extent allowed by law, Developer shall indemnify, hold harmless and immediately defend with counsel of City's choosing, City and each of its officers, officials, employees, agents, attorneys, and volunteers from any and all loss, liability, fines, penalties, forfeitures, damages and costs (including attorney's fees, litigation expenses and administrative record preparation costs) arising from, resulting from, or in connection with any Third-Party Action (as hereinafter defined). The term "Third Party Action" collectively means any legal action or other proceeding instituted by (i) a third party or parties or (ii) a governmental body, agency or official other than the City or a City Agency, that: (a) challenges or contests any or all of this Second Amended Agreement, the Sutter Heritage Subdivision Map Applications and Approvals, or the Entitlements; or (b) claims or alleges a violation of CEQA or another law in connection with the adoption of the MND by the City Council

or the grant, issuance or approval by the City of any or all of this Second Amended Agreement, the Sutter Heritage Subdivision Map Applications and Approvals, and the Entitlements. Developer's obligations under this Section shall apply regardless of whether City or any of its officers, officials, employees, agents or volunteers are actively or passively negligent, but shall not apply to any loss, liability, fines, penalties forfeitures, costs or damages caused solely by the active negligence or willful misconduct of the City or any of its officers, officials, employees, agents or volunteers. The provisions of this Section shall survive the termination of this Second Amended Agreement.

19.2 Damage Claims. The nature and extent of Developer's obligations to indemnify, defend and hold harmless the City with regard to events or circumstances not addressed in Section 19.1 shall be governed by this Section 19.2. To the furthest extent allowed by law, Developer shall indemnify, hold harmless and defend City and each of its officers, officials, employees, agents, attorneys, and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by City, Developer or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Second Amended Agreement or the performance of any or all work to be done by Developer or its contractors, agents, successors and assigns pursuant to this Second Amended Agreement (including, but not limited to design, construction and/or ongoing operation and maintenance of off-site improvements unless and until such off-site improvements are dedicated to and officially accepted by the City). Developer's obligations under the preceding sentence shall apply regardless of whether City or any of its officers, officials, employees, attorneys, or agents are passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the active or sole negligence, or the willful misconduct, of City or any of its officers, officials, employees, agents, attorneys, or volunteers.

If Developer should subcontract all or any portion of the services to be performed under this Second Amended Agreement, Developer shall require each subcontractor to indemnify, hold harmless and defend City and each of its officers, officials, employees, agents, attorneys, and volunteers in accordance with the terms of the preceding paragraph. The Developer further agrees that the use for any purpose and by any person of any and all of the streets and improvements required under this Second Amended Agreement, shall be at the sole and exclusive risk of the Developer, at all times prior to final acceptance by the City of the completed street and other improvements, unless any loss, liability, fines, penalties, forfeitures, costs or damages arising from said use were caused by the active or sole negligence, or the willful misconduct, of the City or any of its officers, officials, employees, agents or volunteers.

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

This Section shall survive termination or expiration of this Second Amended Agreement.

20. Insurance. Prior to starting construction of any phase of the project through the date of City's final formal acceptance of off-site improvements constructed pursuant to the terms of this Second Amended Agreement (the "Insurance Period"), Developer shall pay for and maintain in full force and effect all policies of insurance described in this Section with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A- VII" in Best's Insurance Rating Guide, or (ii) authorized by City's Public Work's Director. The following policies of insurance are required:

20.1 Commercial General Liability. Insurance which shall be at least as broad as the most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01 and shall include insurance for bodily injury, property damage and personal injury with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, contractual liability (including indemnity obligations under this Second Amended Agreement), with limits of liability of not less than \$5,000,000 per occurrence for bodily injury and property damage, \$1,000,000 per occurrence for personal injury, \$5,000,000 general aggregate and \$5,000,000 aggregate for products and completed operations and \$5,000,000 general aggregate.

20.2 Commercial Automobile Liability. insurance which shall be at least as broad as the most current version of Insurance Services Office (ISO) Business Auto Coverage Form CA 00 01 and shall include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1 B Any Auto), with combined single limits of liability of not less than \$5,000,000 per accident for bodily injury and property damage.

20.3 Workers Compensation. insurance as required under the California Labor Code.

20.4 Employers Liability. with minimum limits of liability of not less than \$1,000,000 each accident, \$1,000,000 policy limit and \$1,000,000 for each employee.

In the event Developer purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies).

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

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

The General Liability and Automobile Liability insurance policies shall be written on an occurrence form and shall name City, its officers, officials, agents, attorneys, employees and volunteers as an additional insured. Such policy(ies) of insurance shall be endorsed so Developer's insurance shall be primary, and no contribution shall be required of City. Any Workers' Compensation insurance policy shall contain a waiver of subrogation as to City, its officers, officials, agents, employees and volunteers. Developer shall have furnished City with the certificate(s) and applicable endorsements for all required insurance prior to start of construction of any phase of development. Developer shall furnish City with copies of the actual policies upon the request of City's Director of Public Works at any time during the life of the Second Amended Agreement or any extension, and this requirement shall survive termination or expiration of this Second Amended Agreement.

If at any time during the Insurance Period, Developer fails to maintain the required insurance in full force and effect, the Director of Public Works, or designee, may order that the Developer, or its contractors or subcontractors, immediately discontinue any further work under this Second Amended Agreement and take all necessary actions to secure the work site to ensure that public health and safety is protected. All payments due or that become due to Developer shall be withheld until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. The insurance requirements set forth in this Section are material terms of this Second Amended Agreement.

If Developer should hire a general contractor to provide all or any portion of the services or work to be performed under this Second Amended Agreement, Developer shall require the general contractor to provide insurance protection in favor of City, its officers, officials, employees, attorneys, volunteers and agents in accordance with the terms of each of the preceding paragraphs, except that the general contractor's certificates and endorsements shall be on file with Developer and City prior to the commencement of any work by the general contractor.

If the general contractor should subcontract all or a portion of the services or work to be performed under this Second Amended Agreement to one or more subcontractors, Developer shall require the general contractor to require each subcontractor to provide insurance protection in favor of City, its officers, officials, employees, attorneys, volunteers and agents in accordance with the terms of each of the preceding paragraphs, except that each subcontractor shall be required to pay for and maintain Commercial General Liability insurance with limits of liability of not less than \$1,000,000 per occurrence for bodily injury and property damage, \$1,000,000 per occurrence for personal injury, \$2,000,000 aggregate for products and completed operations and \$2,000,000 general aggregate and Commercial Automobile Liability insurance with limits of liability of not less than less than \$1,000,000 per accident for bodily injury and property damage. Subcontractors' certificates and endorsements shall be on file with the general contractor, Developer and City prior to the commencement of any work by the subcontractor. Developer's failure to comply with these requirements shall constitute a default of this Second Amended Agreement.

21. Miscellaneous.

21.1 Approvals. Unless otherwise provided herein, whenever approval, consent or satisfaction (herein collectively referred to as an "approval") is required of a Party pursuant to this Second Amended Agreement, such approval shall not be unreasonably withheld. If a Party shall disapprove, the reasons therefor shall be stated in reasonable detail in writing. Approval by a Party to or of any act or request by

the other Party shall not be deemed to waive or render unnecessary approval to or of any similar or subsequent acts or requests. The Parties acknowledge and agree that the intent of the Parties is that this Second Amended Agreement be construed in a manner that protects the rights granted to Landowner herein to the as allowed by law. Except for the limitations on the exercise by the City of its police power which are provided in this Second Amended Agreement or which are construed in accordance with the immediately preceding sentence, the Parties further acknowledge and agree that: (a) the City reserves all of its police power and/or statutory or other legal powers or responsibilities; and (b) this Second Amended Agreement shall not be construed to limit the authority or obligation of the City to hold necessary public hearings, to limit the discretion of the City or any of its officers or officials with regard to rules, regulations, ordinances, laws, and entitlement of use which require the exercise of discretion by the City or any of its officers or officials. This Second Amended Agreement shall not be construed to limit the obligations of the City to comply with CEQA or any other federal or state law.

21.2 Project Approvals Independent. All approvals that may be granted pursuant to this Second Amended Agreement, and all approvals or other land use approvals which have been or may be issued or granted by the City with respect to the Property, constitute independent actions and approvals by the City. If any provisions of this Second Amended Agreement or the application of any provision of this Second Amended Agreement to a particular situation is held by a court of competent jurisdiction to be invalid or unenforceable, or if the City terminates this Second Amended Agreement for any reason, such invalidity, unenforceability or termination of this Second Amended Agreement or any part hereof shall not affect the validity or effectiveness of any approvals or other land use approvals. In such cases, such approvals will remain in effect pursuant to their own terms, provisions and conditions.

21.3 Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of the Property, or of the Project, or any portion thereof, to the general public, for the general public, or for any-public use or purpose whatsoever. This proscription does not extend to any portion of the Property that may be dedicated in compliance with any conditions of approval. The Landowner shall have the right to prevent or prohibit the use of the Property, or any portion thereof, including common areas and buildings and improvements located thereon; by any person for any purposes inimical to the operation of a private, integrated Project as contemplated by this Second Amended Agreement.

21.4 Severability. Invalidation of any of the provisions contained in this Second Amended Agreement, or of the application thereof to any person, by judgment or court order, shall in no way affect any of the other provisions hereof or the application thereof to any other person or circumstance and the same shall remain in full force and effect, unless enforcement of this Second Amended Agreement as so invalidated would be unreasonable or grossly inequitable under all the circumstances or would frustrate the purposes of this Second Amended Agreement.

21.5 Construction of Agreement. The provisions of this Second Amended Agreement and the Exhibits shall be construed as a whole according to their common meaning and not strictly for or against any Party in order to achieve the objectives and purpose of the Parties. The captions preceding the text of each Article,

Section, Subsection and the Table of Contents are included only for convenience of reference and shall be disregarded in the construction and interpretation of this Second Amended Agreement. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neuter genders, or vice versa. All references to "person" shall include, without limitation, any and all corporations, partnerships or other legal entities.

21.6 Other Necessary Acts. Each Party covenants, on behalf of itself and its successors, heirs and assigns, to take all actions and do all things, and to execute, with acknowledgment or affidavit if required, any and all further instruments, documents and writings as may be reasonably necessary or proper to achieve the purposes and objectives of this Second Amended Agreement and to secure the other party the full and complete enjoyment of its rights and privileges hereunder.

21.7 Applicable Law. This Second Amended Agreement, and the rights and obligations of the Parties, shall be construed by and enforced in accordance with the laws of the State of California.

21.8 Equal Authorship. This Second Amended Agreement has been reviewed by legal counsel for both the Landowner and City, and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Second Amended Agreement.

21.9 Time. Time is of the essence of this Second Amended Agreement and of each and every term and condition hereof. In particular, the City agrees to act in a timely fashion in accepting, processing, checking and approving all maps, documents, plans, permit applications and any other matters requiring the City's review or approval relating to the Project or Property. Subject to extensions of time by mutual consent in writing, unreasonable delay by either party to perform any term or provision of this Second Amended Agreement shall constitute a default.

21.10 Subsequent Projects. After the effective date of this Second Amended Agreement, the City may approve other projects that place a burden on the City's infrastructure; however, it is the intent and agreement of the Parties that Landowner's right to build and occupy the Project, as described in this Second Amended Agreement, shall not be diminished despite the increased burden of future approved development on public facilities.

21.11 Entire Agreement. This written Second Amended Agreement and the Exhibits contain all the representations and the entire agreement between the Parties with respect to the subject matter hereof. Except as otherwise specified in this Second Amended Agreement, any prior correspondence, memoranda, agreements (including the 2006 Development Agreement and 2009 Development Agreement), warranties or representations are superseded in total by this Second Amended Agreement and Exhibits.

21.12 Form of Agreement: Exhibits. This Second Amended Agreement is executed in three duplicate originals, each of which is deemed to be an original. This Second Amended Agreement constitutes the entire understanding and agreement of the parties. Said exhibits are identified as follows:

Exhibit A-1: Property legal description
Exhibit A-2: Assessor's Parcel Page

All attachments to this Second Amended Agreement, including all exhibits referenced herein, and all subparts thereto, are incorporated herein by this reference.

21.13 Attorneys' Fees. If either Party commences any action for the interpretation, enforcement, termination, cancellation or rescission hereof, or for specific performance of the breach hereof, the prevailing party shall be entitled to its reasonable attorneys' fees and litigation expenses and costs, and any judgment, order or decree rendered in such action, suit or proceeding shall include an award thereof. Attorneys' fees under this Section shall include attorneys' fees on any appeal and any post-judgment proceedings to collect or enforce the judgment. This provision is separate and several and shall survive the merger of this Second Amended Agreement into any judgment on this Second Amended Agreement.

21.14 Limitation of Legal Acts. In no event shall the City, or its officers, agents, attorneys, or employees, be liable in damages for any breach or violation of this Second Amended Agreement, it being expressly understood and agreed that the Developer's sole legal remedy for a breach or violation of this Second Amended Agreement by the City shall be a legal action in mandamus, specific performance or other injunctive or declaratory relief to enforce the provisions of this Second Amended Agreement.

21.15 Interpretation and Governing State Law. This Second Amended Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Second Amended Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objective and purposes of the Parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Second Amended Agreement, both Parties having been represented by counsel in the negotiation and preparation hereof. All legal actions brought to enforce the terms of this Second Amended Agreement shall be brought and heard in the Superior Court of the State of California, County of Sutter.

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

21.17 Counterparts. This Second Amended Agreement may be executed in two or more identical counterparts, each of which shall be deemed to be an original and each of which shall be deemed to be one and the same instrument when each Party signs each such counterpart.

21.18 Signature Pages. For convenience, the signatures of the Parties to this Second Amended Agreement may be executed and acknowledged on separate pages which, when attached to this Second Amended Agreement, shall constitute this as one complete Second Amended Agreement.

21.19 Days. Unless otherwise specified in this Second Amended Agreement, the term “days” means calendar days.

21.20 Authority. The Parties hereby represent that the person hereby signing this Second Amended Agreement on behalf of each respective Party has the authority to bind the Party to the Second Amended Agreement.

[SIGNATURES ARE ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Second Amended Agreement as of the day and year first above written.

"City"

CITY OF YUBA CITY,
A General Law City

By: _____

_____, Mayor

Date: _____

Attest:

City Clerk

Approved as to Form:

Shannon Chaffin, City Attorney

"Landowner"

CHOHAN & SONS, INC.
a California Corporation

By: _____
Harsbinder Chohan, President

HARNEK SINGH AND NAVJOT BALA, Trustees
of the Successors in trust, under (U/A) the Allen
and Rubai Family Trust dated December 14,
2015

By: _____
Harnek Singh, Trustee

By: _____
Navjot Bala, Trustee

PARAMDEEP K. CHOCHAN, Trustee of the
Rajinder and Paramdeep Chohan Trust under
Declaration of Trust dated October 20, 2021

By: _____
Paramdeep K. Chohan, Trustee

Attachments: A-1: Property legal description

A-2: Assessor's Parcel Page

EXHIBIT A-1

PROPERTY LEGAL DESCRIPTION

Real property in the City of Sutter County, County of Sutter, State of California, described as follows:

BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 15 NORTH, RANGE 3 EAST, M.D.M. AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CORNER COMMON TO SECTIONS 27, 28, 33 AND 34, TOWNSHIP 15 NORTH, RANGE 3 EAST, M.D.M.; THENCE ALONG THE LINE COMMON TO SAID SECTIONS 33 AND 34 SOUTH 00° 03' 04" WEST A DISTANCE OF 2650.62 FEET TO THE EAST ONE QUARTER CORNER OF SAID SECTION 33; THENCE ALONG THE LINE THAT DIVIDES SAID SECTION 33 INTO NORTH AND SOUTH HALVES, NORTH 89° 10' 59" WEST, A DISTANCE OF 1470.92 FEET MORE OR LESS TO THE SOUTHEAST CORNER OF WALTON RANCH, UNIT TWO, FILED IN BOOK 13 OF SURVEYS AT PAGE 156, SUTTER COUNTY OFFICIAL RECORDS, SAID POINT ALSO BEING THE CENTERLINE OF GILSIZER SLOUGH AND THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE ALONG THE CENTERLINE OF SAID SLOUGH THE FOLLOWING COURSES AND DISTANCES; SOUTH 7° 43' 22" WEST, 80.96 FEET; THENCE SOUTH 3° 54' 59" WEST, 120.68 FEET; THENCE SOUTH 1° 16' 06" WEST, 170.43 FEET; THENCE SOUTH 3° 31' 35" EAST, 257.15 FEET; THENCE SOUTH 14° 21' 40" EAST, 357.28 FEET; THENCE SOUTH 21° 33' 19" EAST, 283.45 FEET; THENCE SOUTH 44° 11' 20" EAST, 91.26 FEET MORE OR LESS TO THE SOUTH LINE OF LOT 18 AS SHOWN ON THAT CERTAIN MAP ENTITLED "MAP OF SUBDIVISION OF PART OF THE SE ¼ OF SECTION 33 AND THE SW - ¼ OF SECTION 34 OF TOWNSHIP 15 NORTH, RANGE 3 E.,

M.D.M." FILED IN BOOK 1 OF SURVEYS AT PAGE 24, SUTTER COUNTY OFFICIAL RECORDS; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 18, AND LOT 23 OF SAID MAP NORTH 89° 24' 03" WEST, A DISTANCE OF 355.49 FEET TO THE SOUTHEAST CORNER OF THE LAND DESCRIBED IN DEED TO JACKIE D. HAYES AND DEBORAH ANN HAYES FILED IN BOOK 1144 AT PAGE 640, SUTTER COUNTY OFFICIAL RECORDS; THENCE ALONG THE EAST LINE OF SAID HAYES PARCEL NORTH 0° 24' 45" WEST, 160.00 FEET TO THE NORTHEAST CORNER OF SAID HAYES PARCEL; THENCE ALONG THE NORTHERLY LINE OF SAID HAYES PARCEL NORTH 89° 24' 03" WEST, 174.27 FEET TO THE NORTHWEST CORNER OF SAID HAYES PARCEL; THENCE ALONG THE WESTERLY LINE OF SAID HAYES PARCEL SOUTH 0° 24' 45" EAST, 160.00 FEET TO THE SOUTHWEST CORNER OF SAID HAYES PARCEL; SAID POINT ALSO BEING ON THE SOUTH LINE OF SAID LOT 23; THENCE ALONG THE SOUTH LINE OF SAID LOT 23 AND LOT 24 OF THE MAP ENTITLED "MAP OF SUBDIVISION OF PART OF THE SE ¼ OF SECTION 33 AND THE SW-¼ OF SECTION 34 OF TOWNSHIP 15 NORTH, RANGE 3 E., M.D.M." FILED IN BOOK 1 OF SURVEYS AT PAGE 24, SUTTER COUNTY OFFICIAL RECORDS, NORTH 89° 24' 03" WEST, A DISTANCE OF

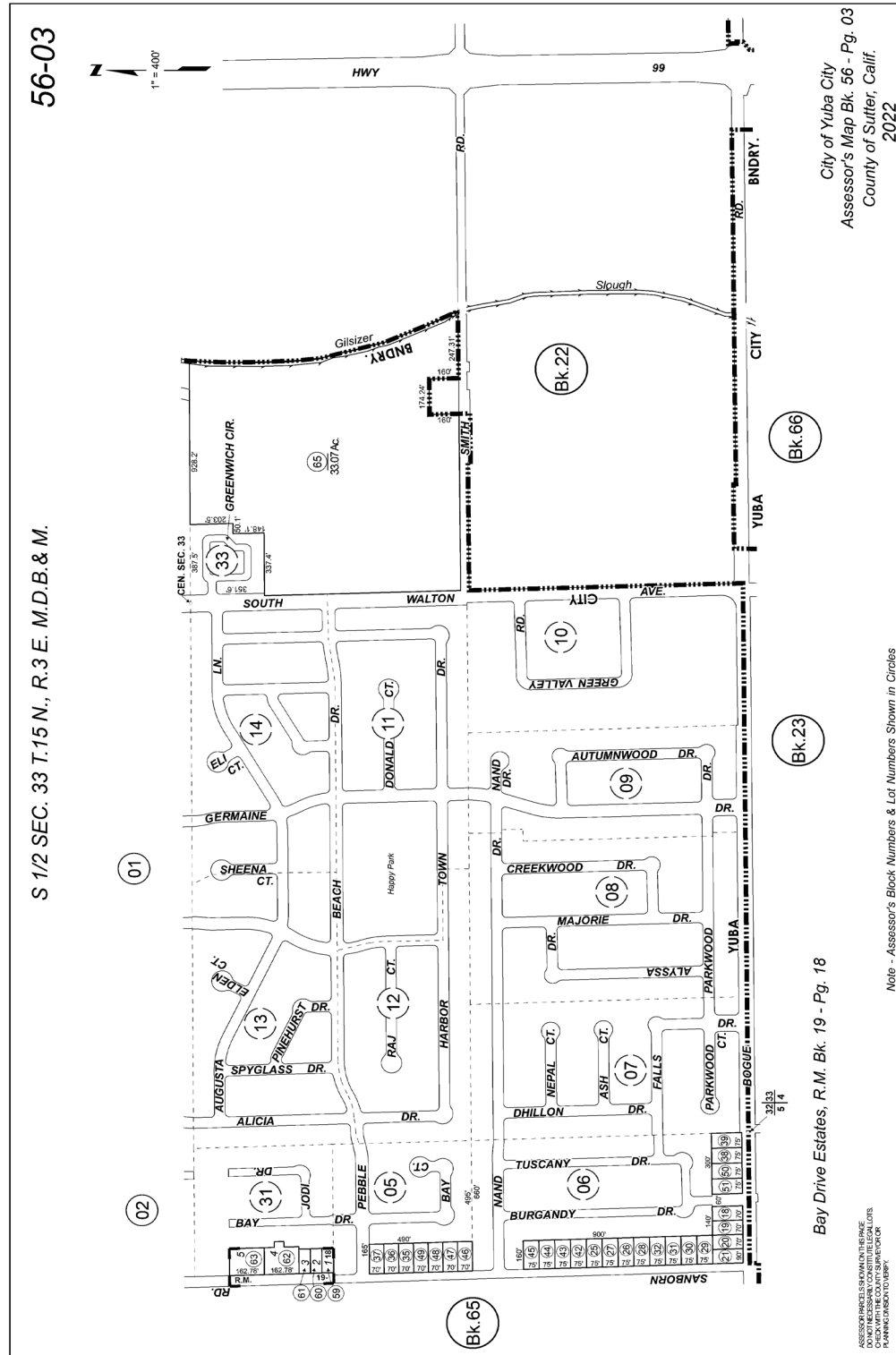
901.03 FEET TO THE SOUTHWEST CORNER OF SAID LOT 24; SAID POINT ALSO BEING ON THE LINE THAT DIVIDES SAID SECTION 33 INTO EAST AND WEST HALVES; THENCE ALONG SAID CENTER OF SECTION LINE, NORTH 0° 24' 45" WEST A DISTANCE OF 953.30 FEET TO A POINT THAT BEAR SOUTH 0° 24' 45" EAST, A DISTANCE OF 351.57 FEET FROM THE CENTER OF SAID SECTION 33; THENCE SOUTH 89° 10' 59" EAST PARALLEL WITH THE EAST-WEST CENTERLINE OF SAID SECTION 33, A DISTANCE OF 337.40 FEET; THENCE NORTH 0° 24' 45" WEST PARALLEL WITH THE NORTH-SOUTH CENTERLINE OF SAID SECTION 33, A DISTANCE OF 148.10 FEET; THENCE SOUTH 89° 10' 59" EAST PARALLEL WITH THE EAST-WEST CENTERLINE OF SAID SECTION 33, A DISTANCE OF 50.10 FEET; THENCE NORTH 0° 24' 45" WEST PARALLEL WITH THE NORTH-SOUTH CENTERLINE OF SAID SECTION 33, A DISTANCE OF 203.50 FEET TO A POINT ON THE EAST-WEST CENTERLINE OF SAID SECTION 33; THENCE ALONG THE EAST-WEST CENTERLINE OF SAID SECTION 33 NORTH 89° 10' 59" EAST, A DISTANCE OF 803.44 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM AN UNDIVIDED ONE-HALF INTEREST IN ALL OIL, GAS AND OTHER HYDROCARBONS AND MINERALS, AS RESERVED IN THE DEED FROM CAPITAL COMPANY, A CORPORATION, RECORDED NOVEMBER 27, 1941 IN BOOK 173, AT PAGE 487 OF OFFICIAL RECORDS.

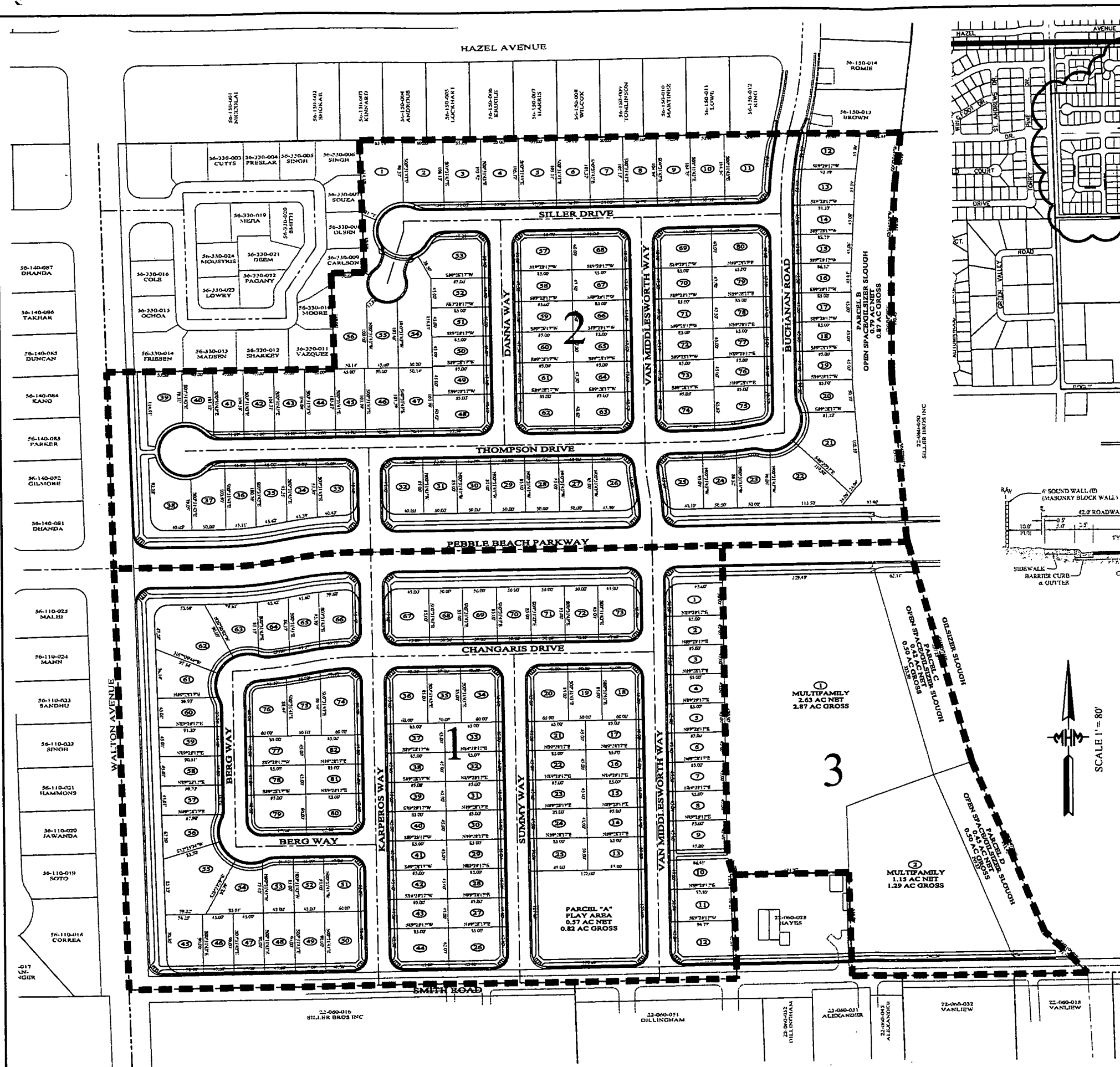
ALSO EXCEPTING THEREFROM AN UNDIVIDED ONE-HALF INTEREST IN ALL OIL, GAS AND OTHER HYDROCARBONS AND MINERALS, AS EXCEPTED IN THE DEED FROM OSCAR ARNOLD AND BERTIE M. ARNOLD, RECORDED JUNE 24, 1948 IN BOOK 273 AT PAGE 461 OF OFFICIAL RECORDS.

EXHIBIT A-2

Assessor's Parcel Page



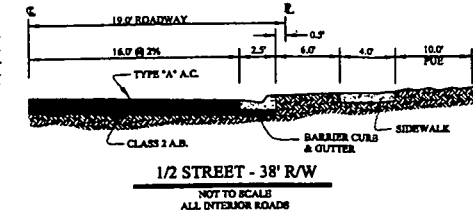
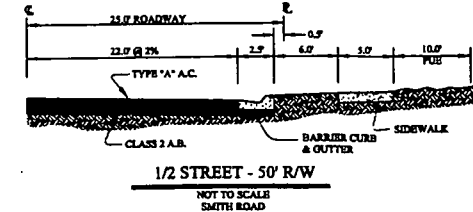
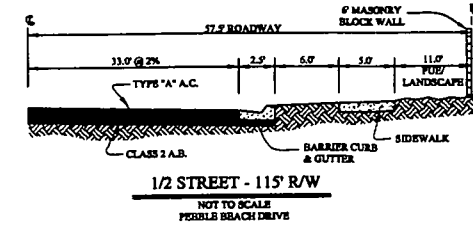
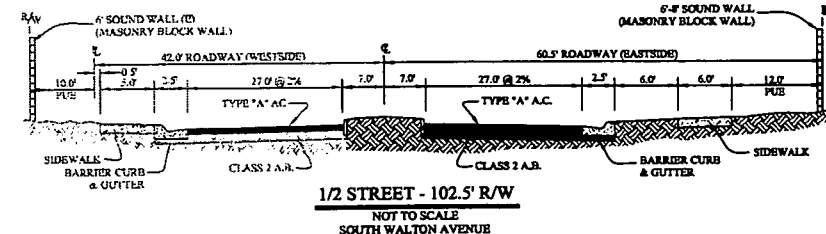
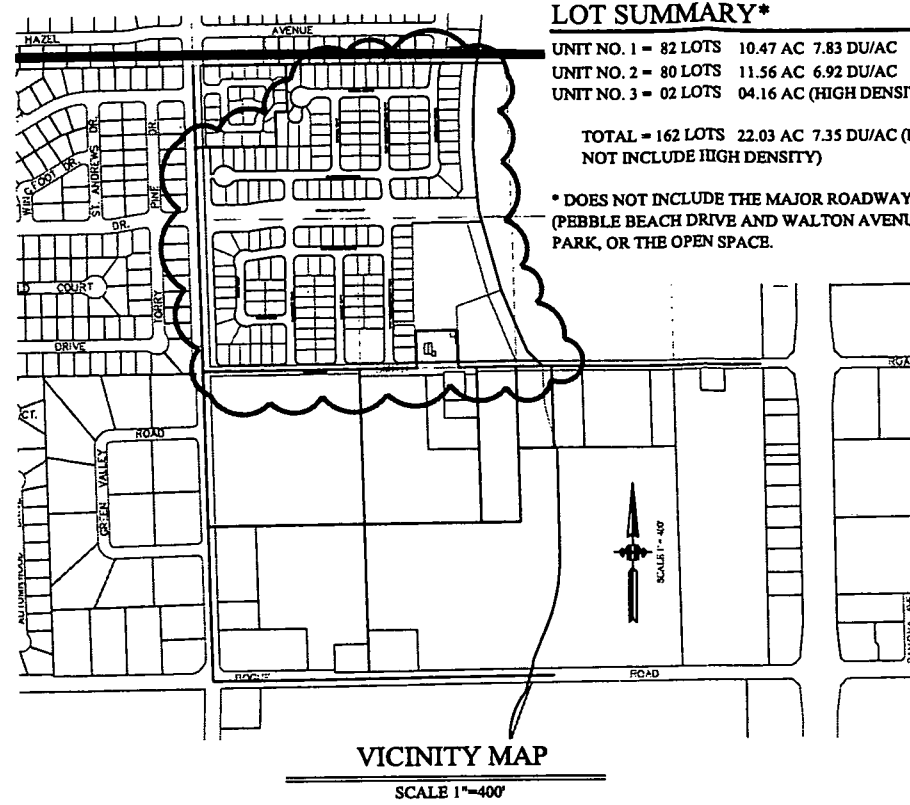
Attachment 2



LOT SUMMARY*

UNIT NO. 1 =	82 LOTS	10.47 AC	7.83 DU/AC
UNIT NO. 2 =	80 LOTS	11.56 AC	6.92 DU/AC
UNIT NO. 3 =	02 LOTS	04.16 AC	(HIGH DENSITY)
TOTAL = 162 LOTS 22.03 AC 7.35 DU/AC (DOES NOT INCLUDE HIGH DENSITY)			

* DOES NOT INCLUDE THE MAJOR ROADWAYS (PEBBLE BEACH DRIVE AND WALTON AVENUE), PARK, OR THE OPEN SPACE.



APPLICANT
BRADDOCK & LOGAN GROUP III, L.P.
4155 BLACKHAWK PLAZA CIRCLE, SUITE 201
DANVILLE, CA 94506
PHONE (925) 736-4000

OWNER
SILLER BROTHERS CORPORATION
1255 SMITH ROAD
YUBA CITY, CA 95991
PHONE (530) 673-0734

ENGINEER
MHM INCORPORATED (SEAN MINARD)
523 J STREET, P.O. BOX B
MARYSVILLE, CA 95901
PHONE (530) 742-6485

GENERAL NOTES

WATER:
EXISTING: WATER WELL (TO BE ABANDONED)
PROPOSED: CITY OF YUBA CITY

SEWER:
EXISTING: NONE
PROPOSED: CITY OF YUBA CITY

DRAINAGE:
EXISTING: CITY OF YUBA CITY/
SUTTER COUNTY WATER AGENCY
PROPOSED: CITY OF YUBA CITY/
SUTTER COUNTY WATER AGENCY

BUILDINGS:
EXISTING: NONE
PROPOSED: SINGLE AND MULTI FAMILY HOMES

LAND USE:
EXISTING: AGRICULTURAL
PROPOSED: SINGLE FAMILY RESIDENTIAL
MULTI FAMILY RESIDENTIAL

ZONING:
EXISTING: R-1, R-3, AND PR
PROPOSED: R-1, R-3, AND PR

GENERAL PLAN:
EXISTING: MEDIUM AND HIGH DENSITY
RESIDENTIAL, AND PUBLIC
PROPOSED: MEDIUM AND HIGH DENSITY
RESIDENTIAL, AND PUBLIC

EXISTING APN(ACRES):
APN 22-060-049 (32.72 ACRES)

UTILITIES:
ELECTRICITY WILL BE PROVIDED BY PG&E
TELEPHONE WILL BE PROVIDED BY SBC
CABLE WILL BE PROVIDED BY COMCAST

LOT NUMBERS:
THE LOT NUMBERING SYSTEM IS PRESENTED
FOR PLAN IDENTIFICATION AND SUBJECT TO
REVISION WITH FILING OF FINAL MAP.
DEVELOPER RESERVES THE RIGHT TO FILE
MULTIPLE FINAL MAPS.

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

**OWNERS, SUBDIVIDER, AND ENGINEER TO RECEIVE
ANY COMMUNICATION AND/OR NOTICES.**

**TENTATIVE MAP NO. SM 05-05
SUTTER HERITAGE**
FOR BRADDOCK & LOGAN SERVICES
BEING A PORTION OF SECTION 33, T.15N., R.3E. M.D.M.

**YUBA CITY
CALIFORNIA**

**JUNE 2005
REVISED DECEMBER 2005
SCALE 1"=80'**

PREPARED BY: MHM INC., 523 J STREET, MARYSVILLE CA 95901

MHM JOB NO. 04159

SHEET 1 OF 1

Sutter Heritage Unit 2 (Existing Tentative Map)

PEBBLE BEACH DRIVE

TEMPORARY TURN AROUND IF
SUTTER HERITAGE UNIT 1 IS
NOT CONSTRUCTED FIRST

Sutter Heritage Unit 1 (Existing Tentative Map)

CITY LIMITS

SMITH ROAD

NOT A PART

PARCEL "A"
PLAY AREA
0.57 ACRES

PEBBLE BEACH DR.

Sutter Heritage Unit 2 (Existing Tentative Map)

Sutter Heritage Unit 1 (Existing Tentative Map)

LOT SUMMARY*

(EXIST. TM) UNIT NO. 1 = 82 LOTS 10.47 AC 7.83 DU/AC
(EXIST. TM) UNIT NO. 2 = 80 LOTS 11.56 AC 6.92 DU/AC
PROPOSED PHASE 3 = 24 LOTS 3.72 AC 6.45 DU/AC

TOTAL = 186 LOTS 25.75 AC 7.22 DU/AC

* DOES NOT INCLUDE THE MAJOR ROADWAYS (PEBBLE
BEACH DRIVE AND WALTON AVENUE), PARK, OR THE
OPEN SPACE.

APPLICANT

BRADDOCK & LOGAN GROUP III, L.P.
4155 BLACKHAWK PLAZA CIRCLE, SUITE 201
DANVILLE, CA 94506
PHONE (925) 736-4000

OWNER

BRADDOCK & LOGAN GROUP III, L.P.
4155 BLACKHAWK PLAZA CIRCLE, SUITE 201
DANVILLE, CA 94506
PHONE (925) 736-4000

ENGINEER

MHM INCORPORATED (SEAN MINARD)
523 J STREET; P.O. BOX B
MARYSVILLE, CA 95901
PHONE (530) 742-6485

GENERAL NOTES

WATER:

EXISTING: WATER WELL (TO BE ABANDONED)
PROPOSED: CITY OF YUBA CITY

SEWER:

EXISTING: NONE
PROPOSED: CITY OF YUBA CITY

DRAINAGE:

EXISTING: CITY OF YUBA CITY/
SUTTER COUNTY WATER AGENCY
PROPOSED: CITY OF YUBA CITY/
SUTTER COUNTY WATER AGENCY

BUILDINGS:

EXISTING: NONE
PROPOSED: SINGLE FAMILY HOMES

LAND USE:

EXISTING: AGRICULTURAL
PROPOSED: SINGLE FAMILY RESIDENTIAL

ZONING:

EXISTING: PD 11
PROPOSED: PD 11

GENERAL PLAN:

EXISTING: MEDIUM AND HIGH DENSITY
RESIDENTIAL, AND PUBLIC
PROPOSED: MEDIUM DENSITY
RESIDENTIAL, AND PUBLIC

EXISTING APN(ACRES):

APN 22-060-049 (32.72 ACRES)

UTILITIES:

ELECTRICITY WILL BE PROVIDED BY PG&E
TELEPHONE WILL BE PROVIDED BY SBC
CABLE WILL BE PROVIDED BY COMCAST

LOT NUMBERS:

THE LOT NUMBERING SYSTEM IS PRESENTED
FOR PLAN IDENTIFICATION AND SUBJECT TO
REVISION WITH FILING OF FINAL MAP.
DEVELOPER RESERVES THE RIGHT TO FILE
MULTIPLE FINAL MAPS.

LOT DIMENSIONS:

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

OWNERS, SUBDIVIDER, AND ENGINEER TO RECEIVE
ANY COMMUNICATION AND/OR NOTICES.

TENTATIVE MAP NO. SM 08-01 SUTTER HERITAGE PHASE 3

FOR BRADDOCK & LOGAN SERVICES
BEING A PORTION OF SECTION 33, T.15N., R.3E. M.D.M.

APRIL 2008

YUBA CITY
CALIFORNIA

SCALE 1"=50'

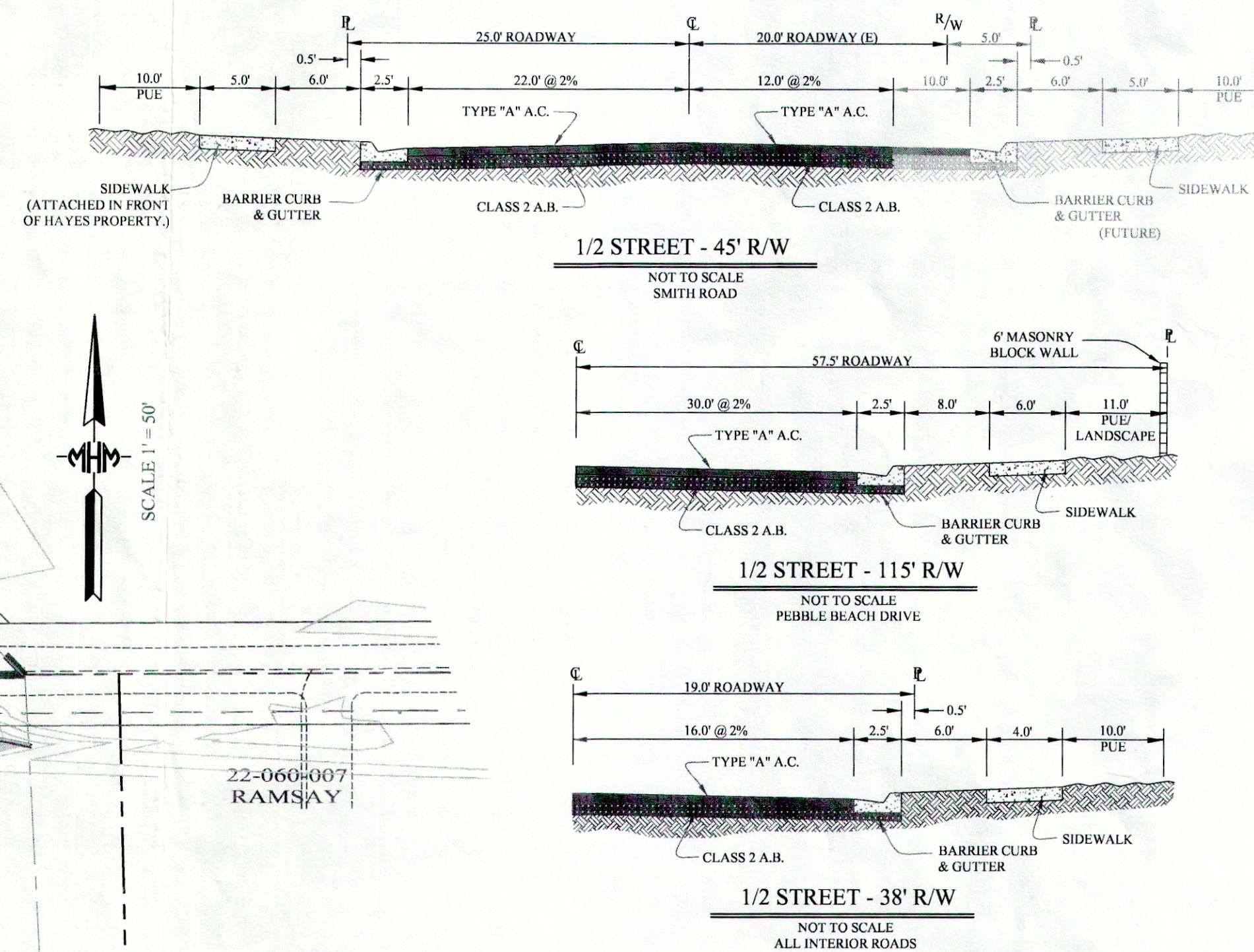
PREPARED BY: MHM INC.; 523 J STREET; MARYSVILLE CA 95901

MHM JOB NO. 04159

SHEET 1 OF 1

VICINITY MAP

SCALE 1"=200'

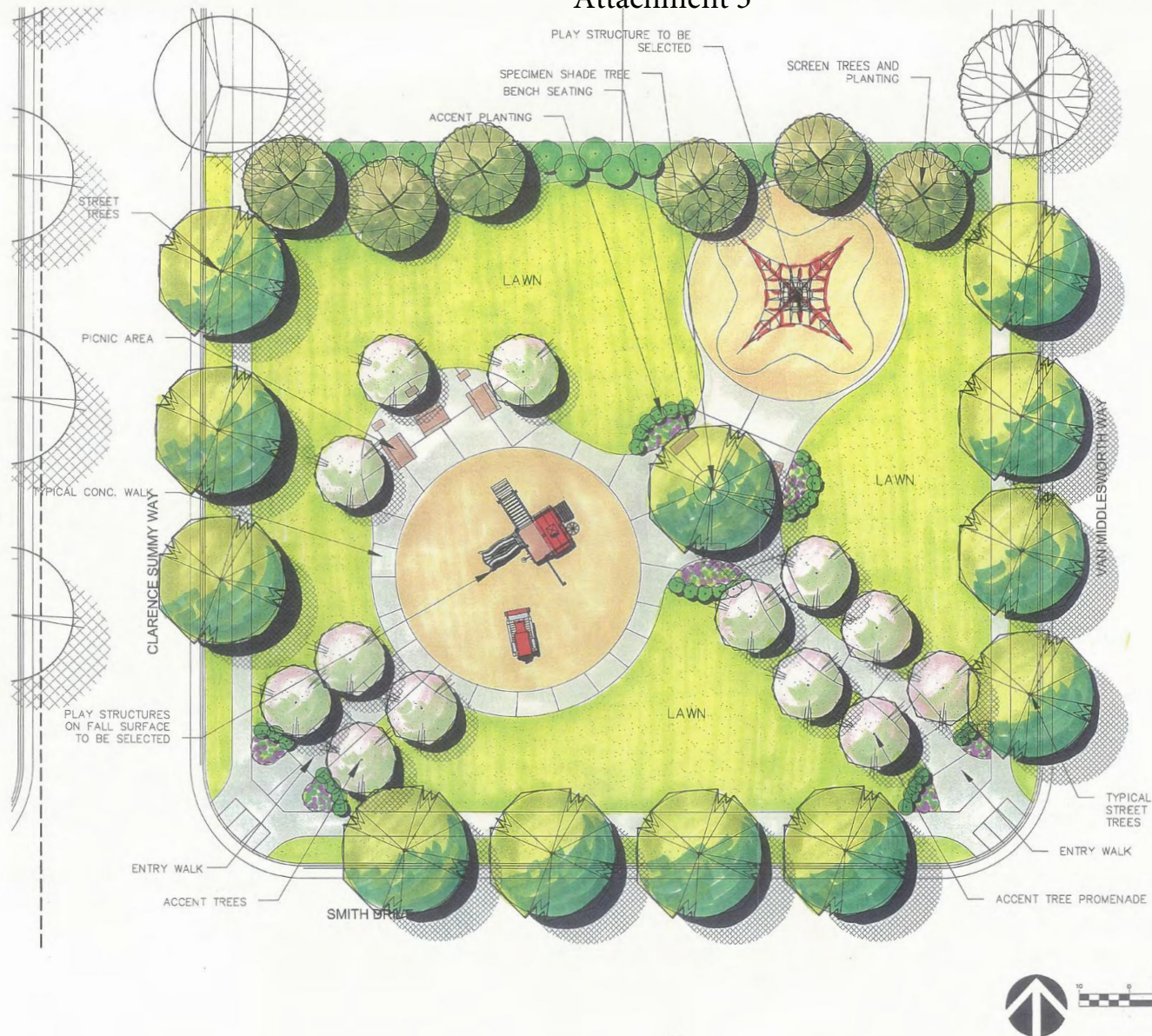


RECEIVED
MAR 19 2008
Community Development

Attachment 3

Attachment 3

Figure 12



REVISIONS	

Thomas Bank & Associates, LLP.
Landscape Architects
1000 North Main Street, Suite 4
Yuba City, CA 95901
PH: 951.931.2381

SUTTER HERITAGE
PARK
YUBA CITY, CALIFORNIA



ENLARGEMENT:
PARK

DESIGNED	AS
CHECKED	ASB
DATE	9-14-05
SCALE	

SHEET
L-3
OF 4 SHEETS

CITY OF YUBA CITY
STAFF REPORT

Date: April 2, 2024
To: Honorable Mayor & Members of the City Council;
From: Public Works
Presentation By: Ben Moody, Public Works & Development Services Director

Summary

Subject: Update to the 2021 Sutter County Local Hazard Mitigation Plan
Recommendation: Authorize the Public Works and Development Services Director to submit a letter of intent to participate in the 2021 Sutter County Local Hazard Mitigation Plan Update project in support of a Sutter County grant application for funding the plan update
Fiscal Impact: Minor staff time with plan initiation. Sutter County is applying for federal funding of \$285,000, with a local cost share of \$95,000 in service and labor from participating agencies.

Summary

Subject: Update to the 2021 Sutter County Local Hazard Mitigation Plan
Recommendation: Authorize the Public Works and Development Services Director to submit a letter of intent to participate in updating the 2021 Sutter County Local Hazard Mitigation Plan as part of a Sutter County grant application for funding the plan update.
Fiscal Impact: Minor staff time with plan initiation.

Purpose:

To apply for federal funding in partnership with Sutter County to update the Sutter County Local Hazard Mitigation Plan.

Council's Strategic Goal:

Application for grant funding aligns with the City Council's goal for fiscal responsibility. Sutter County is applying for federal funding of \$285,000, with a local cost share of \$95,000 in service and labor from participating agencies.

Background:

Mitigation planning is a process for state and local governments to identify community-level policies and actions that will mitigate and thus reduce the impacts of natural hazards. The Sutter County Local Hazard Mitigation Plan is intended to reduce or eliminate long-term risk to people and property from

natural hazards and their effects on the Sutter County Planning Area, which includes the incorporated communities of Yuba City and Live Oak. According to a federal law, the Disaster Mitigation Act of 2000, local governments were required to complete a Local Hazard Mitigation Plan (LHMP) every five years in order to remain eligible for future federal disaster mitigation funding. Sutter County's last LHMP was completed in 2021. Sutter County secured FEMA mitigation grant funding in 2019 to support an update of the 2013 LHMP. Sutter County is seeking partnerships with the City of Yuba City and Live Oak and several special districts to update the 2021 Local Hazard Mitigation Plan.

Analysis:

The 2021 Sutter County Local Hazard Mitigation Plan was approved by FEMA in January 2022 and will expire in January 2027. In the absence of a current Local Hazard Mitigation Plan, the City of Yuba City and other local jurisdictions within Sutter County would be ineligible for federal disaster mitigation funding opportunities.

In addition, the adoption and implementation of an updated plan affects the City's Community Rating System (CRS) classification through FEMA.

It is critical that Sutter County, the City of Yuba City, the City of Live Oak, other local jurisdictions, and public stakeholders develop and adopt an updated plan for FEMA approval prior to the January 2027 expiration of the current plan in order to maintain eligibility for future federal disaster mitigation funding. Further, the adoption of a Local Hazard Mitigation Plan will reflect positively on the City's CRS classification, which improves discounts associated with flood insurance rates for residents.

Fiscal Impact:

Minor staff time with plan initiation. Sutter County is applying for federal funding of \$285,000, with a local cost share of \$95,000 in service and labor from participating agencies.

Alternatives:

The City Council may choose not to participate in the planning and adoption of a Sutter County Local Hazard Mitigation Plan update.

Recommendation:

Authorize the Public Works and Development Services Director to submit a letter of intent to participate in the 2021 Sutter County Local Hazard Mitigation Plan Update project in support of a Sutter County grant application for funding the plan update.

Attachments:

1. Letter of Intent

Prepared By:

Katherine Willis
Environmental Compliance Manager

Submitted By:

Diana Langley
City Manager

Reviewed By:

Finance _____
City Attorney _____

Attachments:

1. Attachment 1 - Letter of Intent to Participate

Prepared By:

Katherine Willis
Environmental Compliance Manager

Submitted By:

Benjamin Moody
Public Works and Development Services Director

ATTACHMENT 1



April 3, 2024

Lee Ann Hennessy, Emergency Services Coordinator
Sutter County Office of Emergency Management
1130 Civic Center Blvd., Suite E
Yuba City, CA 95993

**SUBJECT: LETTER OF INTENT TO PARTICIPATE IN THE SUTTER COUNTY LOCAL
HAZARD MITIGATION PLAN UPDATE**

Dear Lee Ann Hennessy:

Federal Emergency Management Agency's (FEMA) Local Mitigation Plan requirements under 44 CFR Part 201.6 specifically identify criteria that allow for multi-jurisdictional hazard mitigation plans, as many issues are better resolved by evaluating hazards more comprehensively through coordination at a county, regional, or watershed level. The City of Yuba City is submitting this Letter of Intent to confirm that it has agreed to participate in the Sutter County Local Hazard Mitigation Plan Update project.

Furthermore, as a condition of participation in this project, the City of Yuba City agrees to meet the requirements for mitigation plan as identified in 44 CFR Part 201, FEMA's new [Local Mitigation Planning Policy Guide \(fema.gov\)](https://www.fema.gov/publications/local-mitigation-planning-policy-guide) (2022), and FEMA's [Local Mitigation Planning Handbook \(fema.gov\)](https://www.fema.gov/publications/local-mitigation-planning-handbook) (2023). Climate change will be incorporated to comply with SB 379 and SB 1000; and the final plan will be incorporated into the Safety Element of our jurisdictional General Plan to comply with AB 2140. The City of Yuba City agrees to provide such cooperation as is necessary and in a timely manner to Sutter County to complete the plan in conformance with FEMA requirements.

The City of Yuba City understands that it must actively engage in the following planning process, as more fully described in FEMA's Local Mitigation Planning Handbook, including but not limited to:

- Identification of hazards unique to the jurisdiction and not addressed in the master planning document;
- The conduct of a vulnerability analysis and an identification of risks, where they differ from the general planning area;
- The formulation of mitigation goals responsive to public input and development of mitigation actions complementary to those goals. A range of actions must be identified specific for each jurisdiction;
- Demonstration that there has been proactively offered an opportunity for participation in the planning process by all community stakeholders (examples of participation include relevant involvement in any planning process, attending meetings, contributing research, data, or other information, commenting on drafts of the plan, etc.);

Public Works



- Documentation of an effective process to maintain and implement the plan; and
- Formal adoption of the Multi-Jurisdictional Hazard Mitigation Plan by the jurisdictions' governing body (each jurisdiction must officially adopt the plan)

Therefore, with a full understanding of the obligations incurred by participating in the FEMA hazard mitigation planning process as a participant in a multi-jurisdictional Sutter County Local Hazard Mitigation Plan; I, Benjamin Moody, commit the City of Yuba City to the Sutter County Local Hazard Mitigation Plan Update project.

This document is executed this 3rd day of April, 2024.

Please contact Katherine Willis at (530)822-3264 or via e-mail at kwillis@yubacity.net with questions.

Sincerely,

Benjamin K. Moody
Public Works and Development Services Director
City of Yuba City
(530)822-4783
bmoody@yubacity.net

CITY OF YUBA CITY
STAFF REPORT

Date: April 2, 2024
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: Finance
Presentation By: Diana Langley, City Manager

Summary

Subject: Signature Authority – DTSC Grant Agreement for cleanup of Successor Agency-owned property (442 B Street)
Recommendation: Adopt a Joint Resolution authorizing the City Manager of the City of Yuba City to execute all necessary grant agreement documents and the Finance Director of the City of Yuba City to make a supplemental appropriation in the grant amount of \$2,086,000 to Account No. 1334 (Clean Up 442 B Street)
Fiscal Impact: \$2,086,000 – Account No. 1334 (Clean Up 442 B St.)

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).

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) provides more than \$250 million in grants to incentivize cleanup and investment in disadvantaged areas of California. Per Council authorization on October 3, 2023, staff submitted an application under Round 2 of the ECRG 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.

On March 14, 2024, staff received an Award Letter and Agreement from DTSC for a Site-Specific Investigation Grant in the amount of \$2,086,000. DTSC required a quick turnaround of seven calendar days to sign the Agreement. In reviewing Council's authorization from October 3, 2023, the City Manager was given authority to execute all necessary grant application documents. However, it was not clear that this also included a grant agreement. Due to the short timeframe, to preserve the City's interests, the City Manager signed the Agreement. In an effort to ensure the City Manager's authority to sign the Agreement, staff is requesting that the City Council/Directors of the Successor Agency adopt a Resolution authorizing the City Manager to sign the Agreement and authorizing the Finance Director to make a supplemental appropriation.

Fiscal Impact:

The grant amount is \$2,086,000.

Alternatives:

Do not authorize the City Manager to sign the Agreement and notify DTSC that the City is not interested in receiving the ECRG funds.

Recommendation:

Adopt a Joint Resolution authorizing the City Manager of the City of Yuba City to execute all necessary grant agreement documents and the Finance Director of the City of Yuba City to make a supplemental appropriation in the grant amount of \$2,086,000 to Account No. 1334 (Clean Up 442 B St.)

Attachments:

1. Resolution - 442 B Street - ECRG Signature Authority - Grant Agreement
2. Exhibit A - ECRG Award Letter and Grant Agreement

Prepared By:
Diana Langley
City Manager

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 MANAGER OF THE CITY OF YUBA CITY TO EXECUTE ALL NECESSARY
GRANT AGREEMENT DOCUMENTS AND THE FINANCE DIRECTOR OF THE CITY OF
YUBA CITY TO MAKE A SUPPLEMENTAL APPROPRIATION IN THE GRANT AMOUNT OF
\$2,086,000 TO ACCOUNT NO. 1334**

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); 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 desire to advance the cleanup of the Site to encourage acquisition and development to occur; and

WHEREAS, on October 3, 2023, the City Council authorized staff to submit a grant application under the Department of Toxic Substances Control's (DTSC) Office of Brownfields Equitable Community Revitalization Grant (ECRG); and

WHEREAS, on March 14, 2024, staff received an Award Letter and Agreement from DTSC for a Site-Specific Investigation Grant in the amount of \$2,086,000.

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 Manager of the City of Yuba City is authorized to execute all necessary grant agreement documents and actions regarding the same are ratified.

3. The Finance Director of the City of Yuba City is authorized to make a supplemental appropriation in the grant amount of \$2,086,000 to Account No. 1334 (Clean Up 442 B St.)

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 2nd day of April 2024.

AYES:

NOES:

ABSENT:

Shon Harris,
Chair of Successor Agency and Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

Exhibit A – Award Letter and Grant Agreement

EXHIBIT A



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

March 14, 2024

Diana Langley
1201 Civic Center Boulevard
Yuba City, California 95993
dlanglely@yubacity.net

ECRG-2023-01730 AWARD LETTER: CITY OF YUBA CITY – 442 B STREET –
442 B STREET, YUBA CITY 95991, YUBA CITY, SUTTER COUNTY, CALIFORNIA –
CES 4.0 SCORE 95

Dear Diana Langley:

On behalf of the Department of Toxic Substance Control's (DTSC)'s Office of Brownfields, we are pleased to inform you that the City of Yuba City's 442 B Street Equitable Community Revitalization Grant (ECRG) Application has been approved. Congratulations!

This grant award is for up to \$2,086,000¹ to reimburse eligible environmental activities and other eligible costs according to the requirements of the ECRG Round 2 Guidelines. This award applies only to eligible activities associated with the Site-specific Investigation grant type and is not an approval of the budget in the ECRG Application. Upon execution of the ECRG Agreement (Agreement), each reimbursement request will require approval prior to reimbursement by the assigned DTSC Portfolio Manager. **DTSC will only reimburse eligible grant costs incurred after DTSC executes the Agreement.**

Agreement Signature

You will receive an email from DocuSign to sign the Agreement, which must be signed within 1 week of receipt. Applications will be considered withdrawn if the Agreement is not signed by the required date.

¹ The total ultimate grant amount may be less than requested depending on eligibility of each reimbursement request, see ECRG Round 2 Guidelines Spending Categories and Eligible Tasks for Various Grant Types Appendix G, page 83 for the specific grant type awarded. Specific questions regarding allowable ECRG Tasks can be discussed during the kickoff meeting.

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Agreement Revisions

Note that the following changes has been made to the Agreement that was posted on the ECRG website (see *green italicized* text):

1.7 GRANTEE'S ECRG Application and the Regulatory Oversight Agreement are incorporated by reference as if fully set forth herein. GRANTEE agrees to conduct all work funded by the ECRG in accordance with these documents, including any future modifications, amendments, or addenda subsequently approved by DTSC or the Regulatory Oversight Agency.

1.8 In the event that information in the ECRG Application conflicts with the Round 2 ECRG Guidelines or the AGREEMENT, the Round 2 ECRG Guidelines and/or AGREEMENT will control.

6.9 If the reimbursement request does not meet the specifications of Round 2 ECRG Guidelines, the reimbursement request will not be approved *for reimbursement*.

6.10 DTSC retains all rights to determine whether any reimbursement request will be approved for reimbursement, including, but not limited to, whether reimbursement requests meet the requirements of the Round 2 ECRG Guidelines sections 2.7, 2.8, and Appendix G.

16.2 No failure to exercise any power or right provided hereunder, or to insist on strict compliance with its obligations hereunder, shall constitute a waiver of right to DTSC's demand at any time exact compliance with the terms hereof.

Application Updates

Changes to Agreement or Application: ECRG Guidelines Round 2, Sections 3.4.2 and 3.4.3. If there are any corrections needed on Site(s) or grantee information, please contact ECRG@dtsc.ca.gov immediately in order for funding to be finalized.

Changes to Site Ownership: ECRG Guidelines Round 2, Section 3.4.2. If there are changes in ownership, please follow the instructions in the ECRG Round 2 Guidelines prior to ownership change, otherwise the Agreement may be terminated.

ECRG Kickoff Meeting

An ECRG kickoff meeting will be scheduled once the City of Yuba City and the Office of Brownfields execute the Agreement. An ECRG kickoff meeting is required to discuss details on the ECRG project management team, eligible costs, any budget/scope amendments, and other ECRG implementation information. Please discuss any specific expenditure and budget concerns with DTSC during the kickoff meeting.

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Congratulations again on the approval of your application. ECRG is an unprecedented opportunity to address the historically disproportionate impacts to communities and to revitalize land for public benefit. Thank you for your interest in creating healthier spaces and working to advance environmental and social justice in your community. We are looking forward to working with you.

If you have any questions or concerns, please contact ECRG@dtsc.ca.gov.

Sincerely,



Maryam Tasnif-Abbasi
Brownfield Development Manager
Office of Brownfields
Site Mitigation and Restoration Program

Enclosure (1) - Equitable Community Revitalization Grant Agreement



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

Site Name	Site Address
442 B Street	442 B Street, Yuba City 95991, Yuba City, California 95991

Grant No. ECRG-2023-01730
The Equitable Community Revitalization Grant Agreement

Grantee/Applicant: City of Yuba City

Name: Diana Langley
Organization: City of Yuba City
Address: 1201 Civic Center Boulevard,
Yuba City, California 95993

This Equitable Community Revitalization Grant (ECRG) Agreement (AGREEMENT) is entered into by and between the City of Yuba City (GRANTEE) and the Department of Toxic Substances Control (DTSC) (together the PARTIES).

RECITALS

WHEREAS,

- A. Senate Bill 158 (2021) authorizes DTSC to implement a new grant program to investigate and clean up contaminated properties in communities overburdened by pollution.
- B. Pursuant to Senate Bill 158, DTSC established the ECRG, which provides financial assistance to communities via reimbursable grants to investigate and clean up brownfields through a competitive process.

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- C. GRANTEE has submitted the ECRG Application to DTSC for an ECRG in connection with certain property, or group of properties, commonly known as 442 B Street, in Yuba City, California (Site). The Site is depicted in the Site Map in the ECRG Application.
- D. The entirety of the completed and signed ECRG Application is incorporated by reference as if fully set forth herein.
- E. GRANTEE has provided documentation indicating that GRANTEE has written authorization from the Site Owner(s) for GRANTEE to access the Site(s) for the purposes of conducting ECRG Tasks over the two-year funding period of the ECRG Agreement.
- F. GRANTEE is a local governmental agency, tribe, or 501(c)(3) non-profit organization under the rules of the U.S. Internal Revenue Service.
- G. The CalEnviroScreen (CES) 4.0 Score for the Site is 95. GRANTEE proposes Other as the primary Proposed Reuse.
- H. GRANTEE is willing to undertake the Proposed Reuse and requests DTSC provide ECRG funding for: Site-specific Investigation activities up to \$2,086,000.
- I. GRANTEE has provided ECRG Tasks and Budget in the ECRG Application outlining the activities to be completed within two (2) years from execution date of this AGREEMENT.
- J. GRANTEE provided a link to the DTSC voluntary agreement or an "ECRG Project Suitability Letter."
- K. DTSC determined that the ECRG Application is complete and that GRANTEE and the Site(s) meet the eligibility requirements to receive ECRG funding.

NOW, THEREFORE, in consideration of the terms, conditions, recitals, and covenants contained herein, the PARTIES agree as follows:

- I. The funding period of ECRG shall be twenty-four months (24) months from AGREEMENT execution date, unless DTSC extends this AGREEMENT in writing.
- II. DTSC will allocate up to \$2,086,000.00 to GRANTEE to complete the ECRG Tasks within the specified two-year funding period that begins from the execution date of this AGREEMENT.

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- III. GRANTEE will carry out the ECRG Tasks in accordance with all applicable State and local laws.

1. FUND CONDITIONS

- 1.1 GRANTEE understands and agrees that all ECRG funds DTSC provides via the reimbursement process, shall be used solely for the ECRG Tasks.
- 1.2 GRANTEE further understands and agrees that the receipt of any ECRG funds and all work performed on the Site(s) using ECRG funds are conditioned upon GRANTEE's full compliance with this AGREEMENT and Regulatory Oversight Agency requirements, if applicable.
- 1.3 GRANTEE agrees to document all expenditures of ECRG funds for the completion of approved ECRG Tasks as directed by DTSC. Any unused portions of the ECRG funds shall be promptly returned to DTSC.
- 1.4 GRANTEE is responsible for any cost of ECRG Tasks that exceeds the ECRG funding allocation.
- 1.5 DTSC will disburse the approved amount to GRANTEE, subject to the availability of funds through normal DTSC reimbursement processes. Notwithstanding any other provision of this AGREEMENT, no disbursement shall be required at any time or in any manner which is or likely to be in violation of, or in conflict with, federal or State laws, rules, or regulations.
- 1.6 In case of fraud, false or misleading statements in connection with the ECRG funding, DTSC's obligation to provide funding shall promptly cease and GRANTEE must repay all disbursed ECRG funding, in addition to any other remedies available to DTSC.
- 1.7 GRANTEE'S ECRG Application and the Regulatory Oversight Agreement are incorporated by reference as if fully set forth herein. GRANTEE agrees to conduct all work funded by the ECRG in accordance with these documents, including any future modifications, amendments, or addenda subsequently approved by DTSC or the Regulatory Oversight Agency.
- 1.8 In the event that information in the ECRG Application conflicts with the Round 2 ECRG Guidelines or the AGREEMENT, the Round 2 ECRG Guidelines and/or AGREEMENT will control.

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2. CONTRACTING

- 2.1 If GRANTEE contracts for services to be reimbursed by ECRG, those contracts shall generally be procured through a competitive process. GRANTEE shall make available to DTSC, upon request, records of procurement to demonstrate that contract pricing represents reasonable market rates.
- 2.2 GRANTEE will undertake good faith efforts to contract for services and supplies with qualified Small Business Enterprises (SBEs), Disabled Veteran Enterprises (DVEs), and other disadvantaged and underrepresented group owned business enterprises.

3. COMMUNITY BENEFIT COMMITMENTS

- 3.1 GRANTEE agrees to promote equitable development through community benefit commitments.
- 3.2 GRANTEE shall implement, track, and report on the status of the community benefit commitments included in the ECRG Application.

4. SITE ACCESS

- 4.1 GRANTEE shall ensure DTSC's employees, contractors, and consultants have access to the Site(s) at all reasonable times for the duration of AGREEMENT.
- 4.2 Nothing in this AGREEMENT is intended or shall be construed to limit in any way the right of entry or inspection that DTSC or any other agency may otherwise have by operation of law.
- 4.3 GRANTEE shall allow DTSC to take photographs of the Site(s), including activities at the Site(s), whenever DTSC accesses the Site(s) pursuant to this AGREEMENT.
- 4.4 GRANTEE gives permission to DTSC to use the photos in DTSC's possession for outreach purposes.
- 4.5 If the Site(s) is not owned by the GRANTEE, GRANTEE agrees to provide regular updates to the Site Owner(s) about the activities occurring on the Site(s) and any potential changes to the Proposed Reuse of the Site(s) when the changes become known to GRANTEE as necessary for the Site(s).
 - a. GRANTEE confirms and certifies that GRANTEE has full legal rights from the Site Owner(s) and other relevant parties to pursue the activities occurring on the Site.

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- b. GRANTEE shall hold harmless and indemnify the State and DTSC from any claims and demands arising therefrom pursuant to Section 20 (Indemnification).
- c. GRANTEE certifies that GRANTEE provided the Site Owner(s) with environmental oversight information and the Proposed Reuse information prior to ECRG Application submittal and that all information provided to the Site Owner(s) was accurate, not misleading, and consistent with the information provided to DTSC.
- d. GRANTEE certifies that the Site Owner(s) signed the access agreement voluntarily after receiving all necessary and relevant information regarding the activities to be performed pursuant to this AGREEMENT.

5. COMMUNITY ENGAGEMENT

- 5.1 GRANTEE will implement community engagement in a timely manner.
- 5.2 GRANTEE shall provide regular reporting updates on community engagement in the ECRG Quarterly Reports.
- 5.3 Upon request by DTSC, GRANTEE shall provide DTSC with copies of all community engagement activity related documents.

6. INVOICES

- 6.1 GRANTEE shall submit invoices (for completed eligible and approved ECRG Tasks) for reimbursement in batches through the DTSC's Application/Grant Portal (Fluxx).
- 6.2 GRANTEE may only submit invoices for ECRG Tasks that have been completed.
- 6.3 DTSC does not require that the GRANTEE pay the invoices in order to submit to DTSC for reimbursement.
- 6.4 Packages shall be submitted immediately whereupon the total \$15,000 minimum per package/batch is reached (unless otherwise directed by DTSC), with the exception of the Final Invoice.
- 6.5 The Final Invoice may be submitted upon completion of ECRG Tasks, when no more costs will be incurred, but no later than thirty (30) months from the date of the AGREEMENT, or as otherwise directed by DTSC.

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- 6.6 GRANTEE will follow the ECRG Reimbursement Request Checklist available on Fluxx.
- 6.7 GRANTEE's reimbursement requests for ECRG project management costs, if approved, should also be presented to DTSC as an invoice.
- 6.8 Reimbursement requests shall include invoices supporting ECRG Tasks specified in the ECRG Scope, Schedule, and Budget Table.
- 6.9 If the reimbursement request does not meet the specifications of the Round 2 ECRG Guidelines, the reimbursement request will not be approved for reimbursement.
- 6.10 DTSC retains all rights to determine whether any reimbursement request will be approved for reimbursement, including, but not limited to, whether reimbursement requests meet the requirements of the Round 2 ECRG Guidelines sections 2.7, 2.8, and Appendix G.
- 6.11 If GRANTEE does not request reimbursement within the initial six (6) months of the AGREEMENT, the AGREEMENT may be subject to termination following the noncompliance requirements of this AGREEMENT.
- 6.12 GRANTEE must ensure that the costs DTSC reimburses through ECRG are not reimbursed by another source of public funding (e.g., DTSC's Revolving Loan Fund Program, Site Cleanup Subaccount Program, USEPA Brownfield Grants, etc.).

7. REPORTING

- 7.1 GRANTEE must submit ECRG Quarterly Reports on or before January 31, April 30, July 31, and October 30 within the two-year funding period of the AGREEMENT, unless otherwise directed by DTSC.
- 7.2 ECRG Quarterly Reports must follow the format DTSC provides, which may generally include ECRG Task status and progress toward the Proposed Reuse, any hurdles that may affect the ECRG Tasks or the Proposed Reuse, expended ECRG funds for the quarter, and amount of ECRG funds that are anticipated to be requested for reimbursement in the next quarter.
- 7.3 All ECRG Tasks performed pursuant to this AGREEMENT and with ECRG funds shall be performed in a manner that meets or exceeds industry standards.

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- 7.4 GRANTEE shall provide regular reporting updates on community engagement in the ECRG Quarterly Reports.
- 7.5 GRANTEE shall provide regular reporting updates on community benefit commitments in the ECRG Quarterly Reports until the community benefit commitments are considered complete.

8. PERMITS AND LICENSES

- 8.1 GRANTEE, at its sole cost and expense, and from sources other than the ECRG funds, shall be responsible for obtaining all professional, and equipment qualifications necessary to be qualified to perform this work under federal, State, and local law, including permits, licenses, approvals, certifications, and inspections.
- 8.2 GRANTEE shall ensure that all such qualifications are maintained in good standing during the two-year funding period of this AGREEMENT.
- 8.3 GRANTEE represents that none of the contractors or subcontractors undertaking the ECRG Tasks is currently suspended, debarred, or otherwise declared ineligible to receive proceeds of ECRG funds.

9. PREVAILING WAGES

- 9.1 GRANTEE must carry out ECRG Tasks in accordance with State public work project requirements, including prevailing wages, for all applicable contracts and subcontracts and costs pursuant to California Labor Code Section 1720 et seq.

10. EQUAL EMPLOYMENT

- 10.1 GRANTEE shall comply with all State and Federal Equal Employment Opportunity laws.

11. ADA COMPLIANCE

- 11.1 GRANTEE will assure the State that it complies with the American with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 U.S.C. § 12101 et seq.).

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12. GRANT CLOSEOUT

- 12.1 GRANTEE shall provide DTSC with a Grant Closeout Notice to notify DTSC when the ECRG Tasks have been completed, and no later than the last day of the two-year funding period covered under this AGREEMENT.
- 12.2 Within 90 days of submitting the Grant Closeout Notice, GRANTEE shall submit a closeout report, in the format DTSC provides, to summarize all actions taken, the resources committed, and any significant problems completing the ECRG Tasks.
 - a. The closeout report shall document that the ECRG Tasks were performed in accordance with this AGREEMENT and the Regulatory Oversight Agreement, if applicable.
 - b. Closeout report shall include "before" and "after" photos of the Site(s).
 - c. GRANTEE gives permission to DTSC to use the photos in DTSC's possession for outreach purposes.
- 12.3 GRANTEE shall submit a Reuse and Grant Commitments letter report within 60 days following the completion of the Proposed Reuse. The report shall describe the Site(s)'s new use, document performance of the community benefit commitments and include "before" and "after" photos of the Site(s).

13. CHANGE IN SITES

- 13.1 Site change requests are not allowable for Site-Specific Investigation or Site-Specific Cleanup Grants.
- 13.2 GRANTEE may request site change or site addition for Community-Wide Assessment Grants, subject to DTSC approval. Site change requests will only be considered for ECRG-eligible sites located in an area with similar or higher CES 4.0 scores.

14. CHANGE IN OWNERSHIP

- 14.1 Any change in ownership of the Site for Site-specific Investigation or Site-specific Cleanup Grants will result in termination of the ECRG unless all of the following requirements are met:
 - a. ECRG Tasks and commitments are substantively unchanged and GRANTEE obtains DTSC's prior written approval of any non-substantive changes.

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- b. GRANTEE notifies DTSC sixty (60) days prior to change in ownership and provides to DTSC all information regarding the potential new owner required in the Round 2 ECRG Guidelines and Application, including an updated Owner Attestation Form.
- c. DTSC issues a conditional determination that the new owner (which may be the GRANTEE) meets all ECRG eligibility criteria and requirements per the Round 2 ECRG Guidelines.
- d. GRANTEE provides a change in ownership notification to DTSC within ten (10) days of new owner taking title along with:
 - i. A copy of the new Site Owner's Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) defense documentation.
 - ii. A signed access agreement between GRANTEE and new Site Owner (if GRANTEE is not the new owner), as required by the Round 2 ECRG Guidelines.
- e. DTSC issues a final written determination of continued eligibility and compliance to the GRANTEE verifying eligibility and ECRG continuance.

15. NOTIFICATIONS

- 15.1 All notices, requests, instructions, or other documents to be provided hereunder to either party by the other shall be in writing and addressed to the following contacts.

To DTSC:

DTSC ECRG Grant Contact

Title: Brownfield Development Data Analyst

Address: 5796 Corporate Avenue, Cypress, California, 90630

Email: ecrg@dtsc.ca.gov

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To GRANTEE:

GRANTEE ECRG Project Manager
Name: Diana Langley
Organization: City of Yuba City
Email: dlanglely@yubacity.net

15.2 If GRANTEE changes their ECRG Project Manager or Signatory identified in the ECRG Application, it shall notify DTSC five (5) days prior to the change.

16. WAIVER

16.1 Any forbearance DTSC issues with respect to any provision in this AGREEMENT shall in no way constitute DTSC's waiver of any rights or privileges granted hereunder.

16.2 No failure to exercise any power or right provided hereunder, or to insist on strict compliance with its obligations hereunder, shall constitute a waiver of right to DTSC's demand, at any time, of exact compliance with the terms hereof.

17. NONCOMPLIANCE AND TERMINATION

17.1 In the event GRANTEE fails to comply with any term, condition, or obligation of this AGREEMENT, GRANTEE shall be deemed in noncompliance of this AGREEMENT. Events by which GRANTEE shall be deemed to be in noncompliance include, but are not limited to, the following:

- a. GRANTEE fails to timely respond, no later than sixty (60) days, to DTSC requests made in connection with this AGREEMENT or ECRG funding.
- b. GRANTEE fails to timely respond, no later than sixty (60) days, to the Regulatory Oversight Agency for the Site(s), if applicable.
- c. GRANTEE makes or submits any fraudulent, false or misleading warranty, representation, statement or material in, or in connection with, this AGREEMENT or the ECRG Application.
- d. GRANTEE fails to provide complete or timely ECRG Quarterly Reports or related documentation.

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- e. GRANTEE makes changes to the Proposed Reuse without prior review and written approval by DTSC or that cause the Site(s) to no longer meet eligibility criteria for ECRG funding.
- f. GRANTEE fails to complete the ECRG Tasks within the two-year funding period required by this AGREEMENT.
- g. GRANTEE fails to provide notification of change in Site ownership without the required notification in Section 14, and fails to obtain advance written DTSC approval for continued ECRG eligibility.
- h. GRANTEE fails to inform DTSC of any current conflicts of interest or fails to inform DTSC that a conflict of interest has arisen within seven (7) calendar days of GRANTEE learning of the conflict of interest.
- i. GRANTEE fails to submit the first reimbursement request within one hundred and eighty (180) days of the date of this AGREEMENT.
- j. GRANTEE is unable to meet and fully comply with the terms of this AGREEMENT and the ECRG Application.
- k. GRANTEE fails to cooperate with DTSC requests in connection with ECRG funding.

17.2 In the event that GRANTEE fails to comply with the terms of this AGREEMENT or the ECRG Application, DTSC shall provide written Notice of Noncompliance to GRANTEE.

- a. The Notice of Noncompliance shall provide a reasonable time for GRANTEE to respond, not less than ten (10) calendar days from the date of the notice. GRANTEE will cure or request an extension not less than sixty (60) days from Notice of Noncompliance.
- b. If GRANTEE fails to cure the noncompliance to the satisfaction of DTSC within the time period prescribed in the Notice of Noncompliance, DTSC may terminate the AGREEMENT and pursue any remedies available at law or in equity, including reimbursement of the funds DTSC has provided GRANTEE.

17.3 If GRANTEE is in noncompliance, DTSC may immediately withhold from GRANTEE all or any portion of ECRG funding until such time the noncompliance is cured pursuant to this AGREEMENT.

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18. RECORD RETENTION, INSPECTION, AND DISCLOSURE

- 18.1 Within ten (10) days of request by DTSC, GRANTEE shall provide DTSC with copies of Proposed Reuse plans to DTSC's ECRG Grant Contact.
- 18.2 Within ten (10) days of request by DTSC, GRANTEE shall provide DTSC with any documents or correspondence provided to the Regulatory Oversight Agency, if applicable.
- 18.3 GRANTEE shall ensure Regulatory Oversight Agency has the necessary documents to keep any applicable electronic data management system (e.g., EnviroStor or GeoTracker) up to date and in compliance with all electronic reporting requirements, if applicable.
- 18.4 GRANTEE agrees to maintain financial and programmatic records pertaining to all matters relative to this AGREEMENT and in accordance with generally accepted accounting principles and procedures. All such records and supporting documents shall be made available, upon request, for inspection or audit by DTSC or its representatives.
- 18.5 GRANTEE shall retain all its records and supporting documentation applicable to this AGREEMENT for a period of five (5) years, after completion of ECRG Tasks, except records that are subject to audit findings, which shall be retained an additional three (3) years after such findings have been resolved, if three (3) years would extend retention past the initial five-year period.
- 18.6 GRANTEE agrees to permit DTSC or its designated representative to inspect and/or audit its records and books relative to this ECRG at any time during normal business hours and under reasonable circumstances and to copy therefrom any information that DTSC deems relevant to this AGREEMENT. DTSC shall provide written notice to GRANTEE prior to implementing this provision (unless criminal activities are suspected). GRANTEE agrees to deliver the records or have the records delivered to DTSC or its designated representative at an address designated by such party.
- 18.7 Upon request by DTSC, GRANTEE shall provide DTSC, its contractors and consultants, with copies of photographs GRANTEE has in its possession of the Site(s) and activities at the Site(s), as well as copies of drawings GRANTEE has in its possession in connection with the Proposed Reuse plans for the Site(s). GRANTEE grants DTSC the right to distribute, transmit, publish, or copy, in any medium, either in whole or in part, the photographs or drawings DTSC obtains pursuant to this AGREEMENT for any use, including, but not limited to, project

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documentation, public outreach, web and social media content, and marketing materials. This subsection does not apply to photos or drawings that contain confidential business information.

- 18.8 GRANTEE grants DTSC, its contractors and consultants, the right to distribute, transmit, publish, or copy, in any medium, either in whole or in part, narratives, descriptions, and any other information provided to DTSC by GRANTEE pursuant to or in connection with this AGREEMENT and/or ECRG Application for any use, including, but not limited to, public outreach, web and social media content, and marketing materials. This subsection does not apply to confidential business information.
- 18.9 To the extent GRANTEE submits information to DTSC, its contractors and consultants, under this AGREEMENT that it asserts is confidential business information, GRANTEE shall clearly mark the information and document as confidential business information.
- 18.10 GRANTEE agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this AGREEMENT and/or the ECRG Application shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act (Government Code section 6250 et seq.), the Information Practices Act (Civil Code section 1798 et seq.), and Government Code sections 11015.5 and 11019.9.

19. NON-DISCRIMINATION

- 19.1 During the performance of ECRG, GRANTEE, its contractors, and subcontractors will comply with Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §11135-11139.5) prohibiting discrimination based on sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, or sexual orientation.
- 19.2 In compliance with Government Code section 11135, and if GRANTEE is a public entity, in compliance with Government Code sections 7290 et seq., GRANTEE agrees to make language assistance available free of charge to individuals with communication disabilities or limited proficiency in English, including interpreter services and written information in the prevalent

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languages in the community, in conducting public outreach and community engagement related to the ECRG Tasks.

19.3 GRANTEE shall comply with Title VI of the Civil Rights Act.

20. INDEMNIFICATION

20.1 GRANTEE agrees to protect, indemnify, defend and hold harmless, the State and DTSC, their officers, administrators, agents, contractors, consultants, and employees from, or against any and all claims, demands, suits, losses, damages, judgments, costs and expenses, whether direct, indirect or consequential and including, but not limited to, all fees, expenses and charges of attorneys and other professionals, court costs, and other fees and expenses, arising out of or in connection with the performance of any work or any GRANTEE responsibility or obligation as provided herein and caused in whole or in part by any act, error, omission, or negligence of GRANTEE or its agents, servants, contractors, employees, assigns, or the Site Owner(s).

21. ASSIGNMENT

21.1 GRANTEE shall not assign or attempt to assign directly nor indirectly, any of its rights under this AGREEMENT (including the ECRG funds) or under any instrument referred to herein without DTSC's prior written consent.

21.2 Prior written consent will not be granted except in extremely limited circumstances to protect public health and the environment, at DTSC's sole discretion.

22. NO THIRD PARTY RIGHTS

22.1 This AGREEMENT is not intended to create or vest any rights in any third party, nor to create any third-party beneficiaries.

23. NO ORAL MODIFICATION

23.1 The terms of this AGREEMENT may not be amended except in writing, signed by all the parties hereto.

24. NONCOMPLIANCE STATUS

24.1 Under the laws of the State of California, GRANTEE shall not be:

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- a. In violation of any order or resolution not subject to review promulgated by the California Air Resources Board or an air pollution control district;
- b. Subject to cease-and-desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or
- c. Out of compliance with any applicable laws, ordinances, regulations, orders, and permits.

25. AFFIRMATION

- 25.1 The GRANTEE affirms that GRANTEE did not cause nor contribute to the release or threatened release of a hazardous substance at the Site(s) and GRANTEE has a CERCLA (42 U.S.C. Code section 9601 *et. seq.*) defense against liability for any previous contamination at the Site(s).

26. SEVERABILITY

- 26.1 If any provision of this AGREEMENT shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired by such holding.

27. SURVIVABILITY

- 27.1 The obligations of GRANTEE under Sections 3, 6.5, 7.5, 12, 18, and 20, shall survive the expiration or termination of this AGREEMENT for any reason.

28. COUNTERPARTS

- 28.1 This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute the same instrument.

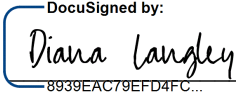
Signatures on next page

Diana Langley
March 14, 2024
Page 16 of 16

IN THE WITNESS WHEREOF, THE PARTIES HERETO EXECUTE THIS AGREEMENT ON THE DATE SET FORTH BELOW AND GRANTEE ACCEPTS THE AFOREMENTIONED TERMS AND CONDITIONS ELECTRONICALLY.

City of Yuba City

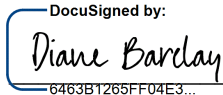
A Public Entity

BY: 
8939EAC79EFD4FC...
Diana Langley,
Authorized Signatory

Date: 3/20/2024

Department of Toxic Substances Control

Site Mitigation and Restoration Program

BY: 
6463B1265FF04E3...
Diane Barclay, PG, CEG, CHG
Acting Deputy Director

Date: 3/24/2024

References: All documents referred to in this AGREEMENT are located in Fluxx and Regulatory Oversight Agreements are located on GeoTracker or EnviroStor

CITY OF YUBA CITY
STAFF REPORT

Date: April 2, 2024
To: Honorable Mayor & Members of the City Council;
From: Community Services Department
Presentation By: Ann Gillen, Community Services Director

Summary

Subject: Capital Acquisition Request – Bingo Equipment for Yuba City Senior Center
Recommendation: A. Authorize the Community Services Department to purchase new bingo equipment for the Yuba City Senior Center.
B. Adopt a Resolution awarding the purchase of Bingo Equipment to California Bingo Service of Richmond, CA for the total amount of \$23,760.88
Fiscal Impact: \$25,260.88 - Offset by the funds in deferred bingo revenue

Purpose:

To replace current equipment with a system that will support the main bingo room and the overflow room.

Council's Strategic Goal:

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

Background:

The Community Services Department has identified a need for a capital acquisition that is time sensitive and cannot wait for the 24/25 budget process.

Analysis:

The bingo program at the Senior Center continues to grow within our community. The growth of the program has allowed us to expand our program into a connecting room to the main bingo room. The current system will not support both rooms. With the age of the current system, we are not able to find replacement parts or supporting equipment for the additional room and it could stop working anytime. We have found a new system that is updated where we can show the same screen/numbers at the same time in both rooms.

Fiscal Impact:

\$25,260.880 - Offset by the funds in deferred bingo revenue

Alternatives:

Do not authorize purchase.

Recommendation:

- A. Authorize the Community Services Department to purchase new bingo equipment for the Yuba City Senior Center.
- B. Adopt a Resolution awarding the purchase of Bingo Equipment to California Bingo Service of Richmond, CA in the total amount of \$23,760.88.

Attachments:

- 1. Resolution

Prepared By:

Maddy Laffond
Community Services Administrative Assistant

Submitted By:

Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY ADOPTING A
RESOLUTION AWARDING THE PURCHASE OF BINGO EQUIPMENT TO CALIFORNIA
BINGO SERVICE OF RICHMOND, CA IN THE TOTAL AMOUNT OF \$23,260.88**

WHEREAS, the City of Yuba City desires to purchase bingo equipment to replace current equipment with a system that will support the main bingo room and the over flow room;

WHEREAS, the City will sole source the purchase of this equipment in accordance with Purchasing Policy Section 8-8.4.2, as the vendor is the only authorized seller of this product in the region; and

WHEREAS, the City desires to award the purchase of bingo equipment to California Bingo Service of Richmond, CA in the total of \$23,760.88.

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

Section 1. The City Council of Yuba City awards the purchase of bingo equipment to California Bingo Service of Richmond, CA in the amount of \$23,760.88, with the finding that it is in the best interest of the City.

The foregoing Resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 2nd day of April, 2024.

AYES:

NOES:

ABSENT:

Shon Harris, Mayor

ATTEST:

Ciara Wakefield, City Clerk Administrator

APPROVED AS TO FORM

COUNSEL FOR YUBA CITY:

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

Attachment(s):

Exhibit A - Quote: California Bingo Service

EXHIBIT A

California Bingo Service

5214 Wall Ave
Richmond Ca 94804

Voice:
Fax:

QUOTATION

Quote Number: 132
Quote Date: Feb 26, 2024
Page: 1

Quoted To:

City of Yuba City
1185 MARKET STREET
YUBA CITY, CA 95991

Customer ID	Good Thru	Payment Terms	Sales Rep
COYC	3/27/24	C.O.D.	TA

Quantity	Item	Description	Unit Price	Amount
1.00	MISC-18PPLAY502PL	502 POWERPLAY CONSOLE WITH TOUCH SCREEN MONITOR AND DIGITAL CAMERA	15,000.00	15,000.00
1.00	MISC-1734113-21	Windows 10 Replacement CPU for PPlay 502 series with USB port to monitor-does have a capture card	3,050.00	3,050.00
3.00	MISC-18FPLAY-1	FREEDOM PLAY DOES NOT INCLUDE FREIGHT CHARGES FOR ALL ITEMS SHIPPED. TO BE ADDED ONCE PRODUCT IS SHIPPED. OVER A 10% DISCOUNT ATTENTION: BRIAN PUSTEJOVSKY	1,300.00	3,900.00
Subtotal				21,950.00
Sales Tax				1,810.88
Freight				
TOTAL				23,760.88

CITY OF YUBA CITY
STAFF REPORT

Date: April 2, 2024
To: Honorable Mayor & Members of the City Council;
From: Finance/IT Department
Presentation By: Spencer Morrison, Finance Director

Summary

Subject: Enterprise Fleet Management Lease Agreement
Recommendation: Authorize the Finance Director to make a supplemental appropriation in the amount of \$130,000 from the Vehicle Replacement Fund to Account No. 6610-63590 (Vehicle Lease Payment) for the remaining Lease payments for City Vehicles for FY 2023-24 with Enterprise FM Trust, Delaware statutory trust
Fiscal Impact: \$130,000 – Account No. 6610-63590 (Vehicle Lease Payment)

Purpose:

To provide necessary additional funding for leasing monthly payment for the City vehicles.

Background:

Enterprise Fleet Management (EFM) provides sedans, SUVs (non-pursuit vehicles), light and heavy duty pickup trucks, and cargo vans to the City. The City of Yuba City has relied on vehicle ownership and a replacement schedule for decades with the intention of calculating the annual, required contribution to the Vehicle Replacement Fund (Plan) to ensure the City's fleet remains current and funded. On July 20, 2021, Council approved to move forward with leasing vehicles from EFM. The leasing model includes more frequent replacement of vehicles to maximize equity with the added benefit of a fleet with the highest fuel economy and the latest safety equipment on board.

Analysis:

Finance staff calculated the estimate needed in Account No. 6610-63590 (Vehicle Lease Payment) as part of the annual budget process based on leased vehicles and during the FY 2023/24 budget preparation, vehicles were still difficult to find. However, now vehicle availability is improving. The City has added eleven (11) vehicles during this fiscal year 2023-24. The budget need has increased by approximately twenty-one thousand per month (\$21,000) from the amount staff anticipated in the adopted budget.

Fiscal Impact:

In order to encumber additional funds and process the remaining invoices from the EFM Trust for Fiscal Year 2023-24, the Finance Department is requesting authorization for a supplemental appropriation of \$130,000 from the Vehicle Replacement Fund to fund the remaining three (3) months of lease payments. There are sufficient funds in the Vehicle Replacement Fund.

Alternatives:

City Council may choose to purchase vehicles in the future, but there are not any alternatives to the lease payment for currently leased vehicles by the City.

Recommendation:

Authorize the Finance Director to make a supplemental appropriation in the amount of \$130,000 from the Vehicle Replacement Fund to Account No. 6610-63590 for the remaining FY2023-24.

Attachments:

1. Resolution

Prepared By:
Amarjit Kaur
Administrative Analyst II

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. ____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
AUTHORIZING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF
\$130,000 FOR VEHICLE LEASE PAYMENT TO ENTERPRISE FM TRUST**

WHEREAS, Enterprise FM Trust (EFM) provides leased vehicles to the City including sedans, SUVs, pickups, and cargo vans; and,

WHEREAS, at the time of preparation for the FY 2023-24 budget and subsequent requisition for EFM, new vehicles were slow to be manufactured and difficult to purchase and city staff set the budget and requisitioned a purchase order for the leasing program based on those factors; and,

WHEREAS, vehicle manufacturing and availability improved during the current fiscal year and EFM has been able to deliver needed vehicles faster than expected; and,

WHEREAS, eleven vehicles were added to the City fleet in the current fiscal year, increasing the monthly invoice to \$21,000, and the Finance Department staff budget estimate and purchase order is short in the amount of \$130,000 for the remaining three months of the fiscal year; and,

WHEREAS, the necessary funds exist in the Vehicle Replacement Fund and City Council has provided capital asset purchasing authority through the budget process.

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

1. The City Council of Yuba City approves the supplemental budget appropriation to the Vehicle Replacement Fund, 6610-63590, in the amount of \$130,000 with the finding that it is in the best interest of the City.
2. This Resolution shall take effect immediately.

The foregoing Resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 2nd day of April, 2024.

AYES:

NOES:

ABSENT:

Shon Harris ,Mayor

ATTEST:

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM:
COUNSEL FOR YUBA CITY:

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

CITY OF YUBA CITY

Future Agenda Items

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

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 Kirchner
- Councilmember Pasquale
- Vice Mayor Shaw
- Mayor Harris

Adjournment