



AGENDA

APRIL 16, 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 16, 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_qHTtXdAuR3y7fTm9O12mYw. 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. **Child Abuse Awareness Month Proclamation**
2. **Sexual Assault Awareness Month Proclamation**
3. **National Public Safety Telecommunicators Week Proclamation**

Public Communication

4. **Appearance of Interested Citizens**

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

Consent Calendar

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

5. Minutes from the April 2, 2024 Regular Meeting of the Successor Agency to the Redevelopment Agency and the City Council

Recommendation: Approve the minutes of the April 2, 2024 Regular Meeting of the Successor Agency to the Redevelopment Agency and the City Council

6. Proposition 1 Integrated Regional Water Management Round 2 Grant

Recommendation: Adopt a Resolution authorizing the City Manager to enter into an Agreement with Sutter County, allowing the allocation of Proposition 1 Integrated Regional Water Management Round 2 grant funds for the City's Spiva Avenue Water Main Replacement project

7. Spiva Avenue Waterline Replacement Project

Recommendation: Adopt a Resolution adopting CEQA Class 1 and Class 2 Categorical Exemptions, approving the plans and specifications for the Spiva Avenue Waterline Replacement Project and authorizing advertisement for bids on the project

8. Sale of 1480 Williamsburg Drive to Frank and Lynn Hopkins

Recommendation: Adopt a Resolution that:

A. Authorizes the City Manager to execute an Agreement for Purchase and Sale of Real Property located at 1480 Williamsburg Drive (APN 062-250-040), and all other necessary documents, in the amount of \$28,000 to Frank and Lynn Hopkins

B. Authorizes the Finance Director to place sale proceeds in the Water Fund

9. Community Sponsorship Request

Recommendation: Consider the sponsorship request from Shri Guru Ravidass Temple, and if approved:

Adopt a Resolution to approve a monetary sponsorship request from the Shri Guru Ravidass Temple of \$2,500.00 to assist in funding the Cultural Community Parade

Future Agenda Items

10. 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

11. City Manager's Report

12. City Council Reports

Adjournment



Proclamation

of the City Council

National Child Abuse Prevention Month **April 2024**

WHEREAS, the tragedy of child abuse and neglect affects every community in California and touches the lives of far too many citizens regardless of cultural, ethnic, religious or socioeconomic level; and

WHEREAS, the threat to the welfare of our children is demonstrated by steady increases in the number and in the seriousness of reported cases of child abuse and neglect; and

WHEREAS, if our children are to become productive adults, they should have the right to a childhood free from neglect, physical abuse, sexual molestation, and exploitation; and

WHEREAS, it is recognized that primary prevention programs designed to work with children, their parents and care givers within the community are successful in preventing first time abuse situations; and

WHEREAS, early identification and intervention are essential to successfully interrupting the generational cycle of abuse and neglect. Collaboration among professionals, concerned parents, volunteers and policy makers can help reduce the level of child abuse and neglect in our communities; and

WHEREAS, dedicated volunteers and professionals are working to decrease the incidence of child abuse through prevention programs and coordination among agencies delivering services to child abuse victims and their families; and

WHEREAS, the observance of Child Abuse Prevention Month provides an excellent opportunity for all citizens to reflect on this tragic crime, while rededicating ourselves to taking an active role in child abuse prevention activities in our community.

NOW, THEREFORE, BE IT RESOLVED, that I, Shon Harris, Mayor of the City of Yuba City, and on behalf of the entire City Council, do hereby recognize the critical importance of Child Abuse Prevention Month and encourage all residents to join with local community efforts in keeping all children safe and secure.

Done on this 16th day of April 2024 in the City of Yuba City, County of Sutter, State of California.



Proclamation

of the City Council

Sexual Assault Awareness Month April 2024

WHEREAS, sexual assault is an intolerable violent crime with public health implications for the victim/survivor or their family members, significant other, friends, neighbors or co-workers; and

WHEREAS, no one person, organization, agency or community can eliminate sexual assault on their own, we must work together to educate our communities about what can be done to prevent sexual assault, support victim/survivors and their families, and increase support for agencies providing services to victim/survivors; and

WHEREAS, Casa de Esperanza has led the way in addressing sexual assault by providing 24-hour hotline services to victims/survivors and their families, responding to emergency calls, offering support and comfort to those impacted by sexual assault during medical exams, criminal proceedings, and by empowering those impacted by sexual assault to chart their own course for healing; and

WHEREAS, ending sexual assault must include active public and private efforts in collaboration with Casa de Esperanza, including conversations about what sexual violence is, how to prevent it, how to help survivors connect with crucial counseling and other supportive services, and how every segment of our society can work together to better address sexual violence; and

WHEREAS, staff and volunteers of sexual assault programs work year-round with the goal to end sexual violence and to support survivors by providing prevention education and survivor empowerment information to schools, churches, civic organizations, as well as medical and mental health providers, law enforcement, criminal justice personnel and the community as a whole; and

WHEREAS, Casa de Esperanza has set an important example of how forging collaborative relationships between service agencies and organizations improves the quality of service for those most profoundly and directly impacted by sexual violence; their effort create a model by which the rest of the community can work together to speak out and find solutions to sexual violence; and

WHEREAS, Casa de Esperanza request public support and assistance as it continues its efforts to bring real hope for freeing victims from the tragedy of sexual violence moving them forward to healing and to create a future where all women, men and children can live free from violence and exploitation.

NOW, THEREFORE BE IT RESOLVED, that I, Shon Harris, Mayor of the City of Yuba City and on behalf of our entire City Council, do hereby recognize the important work done by sexual assault programs, in cooperation with Casa de Esperanza, hereby proclaim April as Sexual Assault Awareness Month.

Done this 16th day of April 2024, at the City of Yuba City, County of Sutter, State of California.



Proclamation

of the City Council

Yuba City Police Department
Communications Division

National Public Safety Telecommunicators Week
April 14 - 20, 2024

WHEREAS, the Yuba City Police Department Public Safety Dispatchers are a vital role in the protection of human life and property in our community; and

WHEREAS, Public Safety Dispatchers are responsible for responding to telephone calls from the public for police, fire, and emergency medical assistance and for dispatching said assistance to help save the lives and secure the property of our citizens; and

WHEREAS, Yuba City Public Safety Dispatchers endure long shifts while handling life and death emergencies all the while setting high standards in the performance of their duties in a manner that has earned the communications unit recognition by the California 911 Commission; and

WHEREAS, Yuba City Public Safety Dispatchers service and dedication to duty has resulted in countless lives saved, injuries minimized, and property damage reduced; and

WHEREAS, Public Safety Dispatchers are typically the first, and most critical, contact our citizens have with emergency services; and

WHEREAS, Public Safety Dispatchers are a vital link for our police and fire personnel by monitoring their activities by radio, providing them with critical information, and insuring their safety; and

WHEREAS, each dispatcher has exhibited compassion, understanding, and professionalism in the performance of their duties and frequently under stressful situations.

NOW, THEREFORE BE IT RESOLVED, that I, Shon Harris, Mayor of the City of Yuba City, on behalf of the entire Council and citizens we serve, do hereby recognize, and honor our Yuba City Public Safety Dispatchers, whose diligence and professionalism keep our city, citizens and first responders safe.

Done on this 16th day of April 2024 in 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 16, 2024
To: Honorable Mayor & Members of the City Council;
From: Administration Department
Presentation By: Ciara Wakefield, City Clerk Administrator

Summary

Subject: Minutes from the April 2, 2024 Regular Meeting of the Successor Agency to the Redevelopment Agency and the City Council
Recommendation: Approve the minutes of the April 2, 2024 Regular Meeting of the Successor Agency to the Redevelopment Agency and the City Council
Fiscal Impact:

Attachments:

1. 04-02-2024 Regular Meeting Minutes (DRAFT)

Prepared By:
Ciara Wakefield
City Clerk Administrator

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1

MINUTES (DRAFT)
REGULAR MEETING OF THE 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

Regular Meeting

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

Roll Call

Present: Mayor Harris and Councilmembers Kirchner, and Shaw

Absent: Councilmembers Boomgaarden and Pasquale

Invocation/Inspiration

Greg Mansur – Adventure Church

Pledge of Allegiance

Mayor Shon Harris

Agenda Modifications/Approval of Agenda

Item 9 (Capital Acquisition Request – Bingo Equipment for Yuba City Senior Center) was pulled from the Consent Calendar and was discussed as a separate item

Item 10 (Enterprise Fleet Management Lease Agreement) was pulled by staff

Ceremonial Presentations

1. Sutter-Yuba Master Gardener's Proclamation

Mayor Harris presented a proclamation to Whitney Brim-DeForest - Master Gardener County Director, and Cheryl Hoke - Communication Education Specialist/Program Coordinator

Public Communication

2. Appearance of Interested Citizens

No public comment

Consent Calendar

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

Consent Calendar items 3-8

3. Minutes from the March 13, 2024 Special Meeting and the March 19, 2024 Regular Meeting

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)

Adopt **Resolution 24-030** 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

Adopt **Resolution 24-031** 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

Adopt **Uncodified Ordinance 006-24** 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

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)

Adopt **Joint Resolution 24-032** 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)

The motion was passed with 3 votes [Boomgaarden & Pasquale absent]

[Item 9 was moved to Business for separate discussion]

9. ~~Capital Acquisition Request – Bingo Equipment for Yuba City Senior Center~~

Action: ~~_____ 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

9. Capital Acquisition Request – Bingo Equipment for Yuba City Senior Center

Mayor Harris recognized the contributions of the Senior Commissioners

Councilmember Kirchner moved and Mayor Harris seconded the motion to:

A. Authorize the Community Services Department to purchase new bingo equipment for the Yuba City Senior Center.

B. Adopt **Resolution 24-033** awarding the purchase of Bingo Equipment to California Bingo Service of Richmond, CA for the total amount of \$23,760.88

The motion was passed with 3 votes [Boomgaarden & Pasquale absent]

[Item 10 was pulled by staff]

~~10. Enterprise Fleet Management Lease Agreement~~

Action: ~~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

No suggestions were made

Reports and Communications

12. City Manager's Report

13. City Council Reports

- Councilmember Kirchner
- Vice Mayor Shaw
- Mayor Harris

Adjournment

Mayor Harris adjourned the Regular Meeting of the City Council and the Successor Agency to The Redevelopment Agency at 6:16 PM

ATTEST:

Shon Harris, Mayor

Ciara Wakefield, Deputy City Clerk

CITY OF YUBA CITY
STAFF REPORT

Date: April 16, 2024
To: Honorable Mayor & Members of the City Council;
From: Public Works
Presentation By: Ben Moody, Public Works & Development Services Director

Summary

Subject: Proposition 1 Integrated Regional Water Management Round 2 Grant
Recommendation: Adopt a Resolution authorizing the City Manager to enter into an Agreement with Sutter County, allowing the allocation of Proposition 1 Integrated Regional Water Management Round 2 grant funds for the City's Spiva Avenue Water Main Replacement project
Fiscal Impact: Up to \$375,000 in available grant funds.

Purpose:

To receive grant funds for the Prop 1 Integrated Regional Water Management (IRWM) Round 2 grant funding round that included the Spiva Avenue Water Main Replacement project.

Council's Strategic Goal:

Project grant funding aligns with the Council's goal to maintain, improve, and invest in the City's infrastructure.

Background:

The City of Yuba City (City) is a stakeholder in the Northern Sacramento Valley (NSV) Integrated Regional Water Management (IRWM) region, which includes Butte, Colusa, Glenn, Shasta, Sutter and Tehama Counties. At its March 2, 2020 Board meeting, the NSV IRWM Board adopted the updated NSV IRWM Plan. This plan documents regional water resource management conditions, needs, and strategies; describes the process and projects that will improve regional water resource management in the NSV region; and complies with the California Department of Water Resources' (DWR) IRWM grant program guidelines.

In 2023, Sutter County was the lead agency for the NSV IRWM Region's Proposition 1 Round 2 grant funding application. Sutter County examined the projects identified in the NSV IRWM Plan. The City's Spiva Avenue Water Main project was selected to be included in Sutter County's NSV IRWM Proposition 1 Round 2 grant application.

On March 4, 2024, Sutter County notified the City that the agreement between DWR and Sutter County has been executed for Proposition 1 IRWM Round 2 grant. The City's project was awarded funding in the amount of \$375,000 with a waiver of any cost share requirements. Sutter County has subsequently

provided an Agreement required for Sutter County to allocate grant funds to the City to construct the awarded projects.

Analysis:

Formal adoption of a Resolution by Council designating the authorized signatory to the Agreement with Sutter County is required prior to receiving any State funding for this program. Staff recommends that the City Manager be authorized to execute the Agreement. The scope of work for the project is to replace the 4-inch water main that frequently requires maintenance with a 6-inch water main on Spiva Avenue between Clark Avenue and Cooper Avenue.

Fiscal Impact:

Construction of the Spiva Avenue Water Main Replacement project is estimated at \$375,000, which includes a 20% contingency. Detailed fiscal impacts will be presented at the time of the award of a construction contract. The City will be required to cover any unanticipated cost overruns on the project. Staff will utilize Capital Improvement Program Account No. 1093 (Replacement and major Maintenance of Water Lines) to fund the project until reimbursement is received from the grant. There is currently approximately \$2,500,000 in the 1093 CIP account. Staff is requesting authorization for the Finance Director to make the necessary supplemental appropriations to receive the grant funds.

Alternatives:

Do not accept the grant funding and/or discuss with Sutter County and DWR if the City can select a different City project with similar funding and listed in the adopted North Sacramento Valley Integrated Regional Water Management Plan.

Recommendation:

Adopt a Resolution authorizing the City Manager to enter into an Agreement with Sutter County, allowing the allocation of Proposition 1 Integrated Regional Water Management Round 2 grant funds for the City's Spiva Avenue Water Main Replacement project.

Attachments:

1. Prop 1 IRWM Round 2 Resolution

Prepared By:

William Jow
Assistant Engineer

Submitted By:

Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
DESIGNATING THE CITY OFFICIAL AUTHORIZED TO ENTER INTO AN
AGREEMENT WITH SUTTER COUNTY TO ALLOCATE AWARDED PROPOSITION 1
INTEGRATED REGIONAL WATER MANAGEMENT STATE GRANT FUNDS FOR
THE SPIVA AVE WATER MAIN REPLACEMENT PROJECT FROM THE NORTH
SACRAMENTO VALLEY INTEGRATED REGIONAL WATER MANAGEMENT PLAN**

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

WHEREAS, in 2023, Sutter County, acting as the lead agency for the NSV IRWM Region, submitted the City's Spiva Ave Water Main Replacement Project as part of the NSV IRWM Region's Proposition 1 Round 2 grant application; and

WHEREAS, the California Department of Water Resources awarded Proposition 1 IRWM grant funds to Sutter County for multiple projects, including the City's Project; and

WHEREAS, a Resolution that designates the City official with legal authority to enter into an Agreement is required in order to allocate the awarded funds to the City; and

WHEREAS, the City Council desires to designate its City Manager as the official authorized to commit the City to the financial and legal obligations associated with the Agreement; and

WHEREAS, the City will work with Sutter County and the Department of Water Resources to meet established deadlines for the grant funds and projects.

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

1. The foregoing recitals are true and correct.
2. The Finance Director is hereby authorized to make the necessary supplemental appropriations to receive these grant funds for the City's Proposition 1 Round 2 awarded project.
3. The City Manager is hereby authorized to commit the City to the financial and legal obligations associated with the Agreement, including entering into said Agreement.

The foregoing Resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 16th 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 L. Chaffin, City Attorney
Aleshire & Wynder, LLP

Attachment(s):
Exhibit A – Sutter County Agreement

EXHIBIT A

AGREEMENT BETWEEN SUTTER COUNTY AND CITY OF YUBA CITY REGARDING GRANT FUNDING FOR PROPOSITION 1 ROUND 2 INTEGRATED REGIONAL WATER MANAGEMENT (IRWM) IMPLEMENTATION GRANT (GRANT)

This Agreement is entered into effective as of Month, Day, 2024 (the “Effective Date”), by and between the County of Sutter (“County”) and City of Yuba City (“City”), each a “Party” and together the “Parties.”

In consideration of the mutual promises, covenants, and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Recitals. The following recitals are true and correct and shall be viewed as the context for this Agreement:

a. The California Department of Water Resources (“DWR”), provided funding from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (“Proposition 1”) to the County to assist in financing projects, which are included in and implemented in an adopted Integrated Regional Water Management Plan (“IRWM Plan”), pursuant to Chapter 7 Regional Water Security, Climate, and Drought Preparedness (Wat. Code, Section 79740 et seq.). The provision of State funds pursuant to the Grant shall be construed or interpreted to mean that the IRWM Plan, or any components of the IRWM Plan, implemented in accordance with the Work Plan for City’s Spiva Ave Water Main Replacement Project (“Project”), included as Exhibit A, has been adopted through the IRWM Plan Review Process, and is/are consistent with Water Code Section 10530 et seq.

b. County obtained Grant funding for the City’s Project within City’s geographic area of authority. City is willing to carry out the Project Management and work listed in the Project’s Work Plan and oversee completion of the Project on the County’s behalf.

c. The Parties enter into this Agreement for the purpose of clarifying their roles with respect to the Grant and the grant funding awarded by DWR, which shall be remitted to CITY by County in accordance with this Agreement.

2. Term. This Agreement shall commence on the Effective Date and terminate (i) 90 days after the termination of a DWR funding agreement for Project work, or (ii) upon County’s final remittance to City of grant funds or a portion thereof pursuant to this Agreement.

3. IRWM Proposition 1 Round 2 IRWM Implementation Grant; Compliance with DWR Agreement.

a. City shall oversee the Project completion within City’s geographic area of authority, and shall administer any agreements between City and any contractors/consultants for such Project in compliance with the Grant requirements and the City’s procurement procedures.

b. City shall perform or cause to be performed tasks identified in future DWR funding agreements or agreement amendments, in accordance with the terms of such agreements or agreement amendments applicable to Project.

c. City shall be responsible for the preparation of all supporting documentation required to be prepared or submitted by County pursuant to the Grant agreement and exhibits thereto.

d. City shall be responsible for obtaining any and all permits, licenses and approvals required for performing any work for the Project, and shall be responsible for complying with all federal, State and local laws, rules, or regulations applicable to such work, including, but not limited to, the requirements of the California Labor Code and the California Environmental Quality Act.

4. Invoices and Accounting.

a. City will keep an accounting of the costs it incurs in carrying out the Project pursuant to this Agreement and will submit supporting documentation of said costs to the County, which will be incorporated into regular invoices in accordance with the Grant agreement and submitted to DWR by the County.

b. After deducting any administrative costs incurred by the County, County shall remit to City any remaining grant funds or portions thereof paid to County by DWR pursuant to the invoices within 50 days of such payment by DWR. The total amount County will remit to City pursuant to this Agreement shall not exceed the approved Grant Amount for the City's Project as noted on Exhibit B and County shall have no obligation whatsoever to remit any amount above and beyond the amount actually received from DWR less any County administrative costs incurred.

c. City shall keep complete and accurate records of all receipts, disbursements received from County, and any interest earned on expenditure funds. City shall retain all such documents for at least 4 years after termination of this Agreement, and shall provide such records to County in the event County is audited pursuant to the Grant Agreement. City shall require its contractors to maintain books, records, and other documents pertaining to the Project and this Agreement. City and its contractors shall keep all records organized in a manner which will facilitate any interim audit(s) conducted by the State.

5. Relationships of the Parties. In performing the Project Tasks, City shall act in an independent capacity and not as an officer, employee, or agent of County.

6. Indemnification.

a. City shall indemnify, defend and hold harmless the County, its officers, agents, and employees from any and all liabilities for any claims and damages that may arise out of the Project Tasks and this Agreement.

b. City shall further indemnify, defend and hold harmless the County, its officers, agents, and employees from any and all liabilities which the County may have by reason of its agreement to indemnify the State of California for any claims and damages that may arise out of planning, design, construction, repair, replacement or rehabilitation, maintenance, and operation of the Project and any breach of any funding agreement entered into by the County by reason of this Agreement.

7. Entire Agreement. This Agreement supersedes any and all agreements, either oral or written, between the Parties with respect to the Grant funds. No other agreement, statement, or promise not contained in this Agreement shall be valid and binding. Any modification of this Agreement will be effective only if in writing and signed by the Party to be bound.

8. Severability. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force without being impaired or invalidated in any way, and the Parties hereby agree that the portion so held invalid, unenforceable, or void shall, if possible, be deemed amended or reduced in scope, or otherwise be stricken from this Agreement to the extent required for the purposes of validity and enforcement thereof.

9. Section Headings for Convenience Only. The section headings herein are for the purpose of convenience only and are not intended to define or limit the contents of any section.

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

11. Assignment. This Agreement cannot be assigned by either Party without the prior written consent of the other Party.

12. Governing Law. This Agreement shall be governed by the laws of the State of California.

13. Counterpart Originals. This Agreement may be signed in counterpart originals.

14. Notices. All notices, requests, demands and other communications required to or permitted to be given under this Agreement shall be in writing and shall be conclusively deemed to have been duly given: (a) when hand-delivered to the other Party; or (b) three (3) business days after the same have been deposited in a United States post office with first class or certified mail return receipt requested postage prepaid and addressed to the Parties as set forth below; or (c) the next business day after same have been deposited with Federal Express or a comparable national express courier, postage prepaid, addressed to the Parties as set forth below with next business day delivery guaranteed:

If to City:

Yuba City Public Works Department
Attn: William Jow
Assistant Engineer
1201 Civic Center Blvd
Yuba City, CA, 95993

If to County:

County of Sutter
Attn: Guadalupe Rivera
Principal Engineer
1130 Civic Center Boulevard
Yuba City, California 95993

CITY OF YUBA CITY

By: _____
Diana Langley, City Manager

Date: _____

SUTTER COUNTY BOARD OF SUPERVISORS:

By: _____
Chairman

Date: _____

ATTEST:

By: _____
Donna M. Johnston, Clerk-Recorder

Date: _____

APPROVED AS TO FORM:

By: _____
Sutter County Counsel

Date: _____

EXHIBIT A

WORK PLAN

PROPOSITION 1 ROUND 2 NORTH SACRAMENTO VALLEY IRWM IMPLEMENTATION GRANT

PROJECT 1: Grant Administration

IMPLEMENTING AGENCY: Sutter County Development Services (Grantee)

PROJECT DESCRIPTION: The Grantee will administer these funds and respond to DWR's reporting and compliance requirements associated with the grant administration. This Grantee will act in a coordination role: disseminating grant compliance information to the project managers responsible for implementing the projects contained in this agreement, obtaining and retaining evidence of compliance (e.g., CEQA/NEPA documents, reports, monitoring compliance documents, labor requirements, etc.), obtaining data for progress reports from individual project managers, assembling and submitting progress reports to the State, and coordinating all invoicing and payment of invoices.

Budget Category (a): Project Administration

Task 1: Agreement Administration

The Grantee will respond to DWR's reporting and compliance requirements associated with the grant administration and will coordinate with the project managers responsible for implementing the projects contained in this agreement.

Task 2: Invoicing

The Grantee will be responsible for compiling invoices for submittal to DWR. This includes collecting invoice documentation from each of the Local Project Sponsors and compiling the information into a DWR Invoice Packet.

Deliverables:

- Quarterly Invoices and associated backup documentation
- Advanced Payment documentation as per Paragraph 9 (if applicable)

Task 3: Reporting

The Grantee will be responsible for compiling progress reports for submittal to DWR. The Grantee will coordinate with Local Project Sponsor staff to retain consultants as needed to prepare and submit progress reports and final project completion reports for each project, as well as the grant completion report.

Reports will meet generally accepted professional standards for technical reporting and the requirements terms of the contract with DWR outlined in Exhibit F of this Agreement.

Deliverables:

- Quarterly Progress Reports
- Grant Completion Report

PROJECT 1: Spiva Avenue Water Main Replacement - Clark Ave to Cooper Ave**IMPLEMENTING AGENCY:** City of Yuba City

PROJECT DESCRIPTION: The project will replace approximately 485 feet of leaky dilapidated 4" water main with a 6" ductile iron piping water main. The new and upsized water main will reduce leaks and contamination, will increase fire flow capabilities, and will increase water supply to the disadvantaged community of Yuba City by approximately 1,129 acre-feet of water per year.

Budget Category (a): Project AdministrationTask 1: Project Management

Manage Grant Agreement including compliance with grant requirements, and preparation and submission of supporting grant documents and coordination with IRWM regional manager. Prepare invoices including relevant supporting documentation for submittal to DWR via the Grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR.

Prepare Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

Deliverables:

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit & Signage" per Standard Condition D.2

Budget Category (b): Land Purchase/EasementTask 3: Land Purchase

Not applicable.

Deliverables: N/A

Budget Category (c): Planning/Design/Engineering/Environmental DocumentationTask 4: Feasibility Studies

Project Feasibility Studies were completed as part of the project development process – Water Master Plan 2018.

Deliverables:

- Relevant Feasibility Studies

Task 5: CEQA Documentation

Complete environmental review pursuant to CEQA. Prepare all necessary environmental documentation. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

The following permits are anticipated to be acquired for this project: City of Yuba City Encroachment Permit

Deliverables:

- Permits as required

Task 7: Design

100% Plans and Specifications are complete.

Deliverables:

- Basis of Design Report
- 100% Design Plans and Specifications

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 16 for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation**Task 9: Contract Services**

This task must comply with the Standard Condition D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed

Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A full-time engineering construction observer will be on site for the duration of the project. Construction observer duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not

acceptable. Upon completing the project, the DWR Certificate of Project Completion and record drawings will be provided to DWR.

Deliverables:

- DWR Certificate of Project Completion
- Record Drawings

Task 11: Construction

Construction activities are outlined below.

11(a): Mobilization and Demobilization of required equipment such as excavator and other trenching related equipment.

11(b): Site preparation will include underground service alerts, potholing of existing utilities, and implementing State/Federal stormwater, erosion control, and other construction related best management practices. Once crew is fully mobilized and work is ready to start. Traffic control devices will be setup so work can begin.

11(c): Construction will include excavating approximately 485 linear feet of roadway to install a new 6" ductile iron piping water main adjacent to the existing 4" water main. The new 6" water main line will be connected to existing water mains on Cooper Ave and Clark Ave, and the existing 4" line will be abandoned in place and will no longer be in service.

11(d): Improvements will be made to the excavated roadway with restored asphalt after disinfecting and flushing the new water main as specified.

Deliverables:

- Photographic Documentation of Progress

EXHIBIT B**BUDGET****PROPOSITION 1 ROUND 2 NORTH SACRAMENTO VALLEY IRWM IMPLEMENTATION GRANT****AGREEMENT BUDGET SUMMARY**

	PROJECTS	Grant Amount	Required Cost Share: Non-State Fund Source	Other Cost Share	Total Cost	Required Cost Share %
	Grant Administration	\$80,000	\$0	\$0	\$80,000	N/A
1	Project 1: Spiva Ave Water Main - City of Yuba City	\$375,000	\$0	\$25,000	\$400,000	0%
2	Project 2: Northern Sacramento Valley Mobile Irrigation Lab	\$200,000	\$28,572	\$0	\$228,572	12.5%
3	Project 3: Arbuckle Area Groundwater Recharge Demonstration and Pilot Project	\$545,000	\$0	\$19,665	\$564,665	0%
	GRAND TOTAL	\$1,200,000	\$28,572	\$44,665	\$1,273,237	

Grant Administration

Implementing Agency: Sutter County Development Services

	BUDGET CATEGORY	Grant Amount	Required Cost Share: Non-State Fund Source	Other Cost Share	Total Cost
(a)	Project Administration	\$80,000	\$0	\$0	\$80,000
	TOTAL COSTS	\$80,000	\$0	\$0	\$80,000

PROJECT 1: Spiva Avenue Water Main Replacement - Clark Ave to Cooper Ave

Implementing Agency: City of Yuba City

	BUDGET CATEGORY	Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share**	Total Cost
(a)	Project Administration	\$0	\$0	\$25,000	\$25,000
(b)	Land Purchase / Easement	\$0	\$0	\$0	\$0
(c)	Planning / Design / Engineering / Environmental Documentation	\$0	\$0	\$0	\$0
(d)	Construction / Implementation	\$375,000	\$0	\$0	\$375,000
	TOTAL COSTS	\$375,000	\$0	\$25,000	\$400,000

NOTES:

*The project received a 100% cost share waiver.

**Other Cost Share fund source(s): City of Yuba City.

PROJECT 2: Northern Sacramento Valley Mobile Irrigation Lab (NSV MIL)

Implementing Agency: Resource Conservation District Tehama County

	BUDGET CATEGORY	Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share	Total Cost
(a)	Project Administration	\$20,000	\$0	\$0	\$20,000
(b)	Land Purchase / Easement	\$0	\$0	\$0	\$0
(c)	Planning / Design / Engineering / Environmental Documentation	\$0	\$0	\$0	\$0
(d)	Construction / Implementation	\$180,000	\$28,572	\$0	\$208,572
	TOTAL COSTS	\$200,000	\$28,572	\$0	\$228,572

NOTES:

*The project received a 75% cost share waiver. Required Cost Share fund source(s): Almond Board of California funds.

PROJECT 3: Arbuckle Area Groundwater Recharge Demonstration and Pilot Project

Implementing Agency: Colusa County Water District

	BUDGET CATEGORY	Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share**	Total Cost
(a)	Project Administration	\$20,000	\$0	\$4,140	\$24,140
(b)	Land Purchase / Easement	\$0	\$0	\$0	\$0
(c)	Planning / Design / Engineering / Environmental Documentation	\$103,500	\$0	\$5,175	\$108,675
(d)	Construction / Implementation	\$421,500	\$0	\$10,350	\$431,850
	TOTAL COSTS	\$545,000	\$0	\$19,665	\$564,665

NOTES:

*The project received a 100% cost share waiver.

**Other Cost Share fund source(s): Colusa County Water District will provide 'in-kind' contribution.

CITY OF YUBA CITY
STAFF REPORT

Date: April 16, 2024
To: Honorable Mayor & Members of the City Council;
From: Public Works
Presentation By: Ben Moody, Public Works & Development Services Director

Summary

Subject: Spiva Avenue Waterline Replacement Project
Recommendation: Adopt a Resolution adopting CEQA Class 1 and Class 2 Categorical Exemptions, approving the plans and specifications for the Spiva Avenue Waterline Replacement Project and authorizing advertisement for bids on the project
Fiscal Impact: Engineer's Estimate: \$375,000 – Account No. 1093 (Replacement and Major Maintenance of Water Lines)

Purpose:

To facilitate the construction of the Spiva Avenue Waterline Replacement Project to provide reliable water service to Yuba City residents.

Council's Strategic Goal:

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

Background:

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

Public Works maintenance crews respond to multiple water leaks throughout the City and make repairs by installing repair clamps. A repair clamp consists of a metal band that wraps around the pipe and when tightened, creates a seal around the leak. The 100-year old watermain on Spiva Avenue, between Clark Avenue and Cooper Avenue, has had numerous repair clamps installed and requires full replacement.

This Project proposes to replace approximately 485 linear feet of 4-inch Cast Iron Pipe with a larger 6-inch Ductile Iron Pipe and reestablish all the active water services on Spiva Avenue.

Analysis:

The plans, specifications, and estimate for the Spiva Avenue Waterline Replacement Project have been completed by Public Works staff. With Council approval of the plans and specifications and authorization to bid, staff anticipates the following schedule to complete the project:

Advertise for bid:	May 2024
Award contract:	June 2024
Start of construction:	July 2024
Complete construction:	August 2024

The plans and specifications for the project are on file in the Public Works Department at City Hall and at www.yubacity.net/publicworksplans for review. The City's Public Works Department will perform construction management and inspection.

Fiscal Impact:

The estimated total project cost is approximately \$375,000. This estimate includes a 20% contingency. Account No. 1093 (Replacement and Major Maintenance of Water Lines) has approximately \$2,500,000.00.

Staff anticipates this Project will be eligible for 100% grant funding through Round 2 of the Prop 1 Integrated Regional Water Management (IRWM) grant funding program. Detailed fiscal impacts will be presented to Council at the time of award based on actual bid amounts and funding opportunity.

Environmental:

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

Alternatives:

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

Attachments:

1. Resolution - Spiva Ave Waterline Replacement Project (24-03)

Prepared By:
Nick Menezes
Associate Civil Engineer

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
ADOPTING CEQA CLASS 1 AND CLASS 2 CATEGORICAL EXEMPTIONS,
APPROVING THE PLANS AND SPECIFICATIONS FOR THE SPIVA AVENUE
WATERLINE REPLACEMENT PROJECT (24-03), AND AUTHORIZING
ADVERTISEMENT FOR BIDS ON THE PROJECT**

WHEREAS, the Public Works Department intends to solicit bids for construction of the Spiva Avenue Waterline Replacement Project (24-03) (Project).

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

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

The foregoing Resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 16th 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

CITY OF YUBA CITY
STAFF REPORT

Date: April 16, 2024
To: Honorable Mayor & Members of the City Council;
From: Administration Department
Presentation By: Diana Langley, City Manager

Summary

Subject: Sale of 1480 Williamsburg Drive to Frank and Lynn Hopkins

Recommendation: Adopt a Resolution that:

A. Authorizes the City Manager to execute an Agreement for Purchase and Sale of Real Property located at 1480 Williamsburg Drive (APN 062-250-040), and all other necessary documents, in the amount of \$28,000 to Frank and Lynn Hopkins

B. Authorizes the Finance Director to place sale proceeds in the Water Fund

Fiscal Impact: Sale Price - \$28,000 plus savings associated with no longer maintaining the property

Purpose:

To sell 1480 Williamsburg Drive, which has been deemed a surplus property by the City Council.

Council's Strategic Goal:

This item supports the Council's goal of fiscal responsibility as the disposition of the property will generate funds to place in the Water Fund and reduce maintenance costs.

Background:

1480 Williamsburg Drive is a former groundwater well site that was abandoned when the area transitioned to surface water years ago. On September 1, 2020, City Council formally declared the property to be surplus and staff initiated the Surplus Land Act (SLA) process. Through the SLA process, no housing sponsors or developers submitted a letter of interest to purchase the property and the California Department of Housing and Community Development (HCD) cleared the property for sale.

Analysis:

The property is not currently developable as city sewer is available approximately 1,700 feet away. An appraisal was prepared by Owen & Associates, and the appraised value is \$28,000. The adjacent

property owners, Frank and Lynn Hopkins, agreed to purchase the property at the appraised value. The attached Agreement for Purchase and Sale details the terms of the transaction.

Fiscal Impact:

The sale price is \$28,000 with net proceeds being slightly less due to title and escrow fees. Staff recommends that the proceeds be placed in the Water Fund as the site was originally purchased with Water Funds. In addition, the City will no longer be required to maintain the site.

Alternatives:

Do not sell the property and provide direction to staff.

Recommendation:

Adopt a Resolution that:

A. Authorizes the City Manager to execute an Agreement for Purchase and Sale of Real Property located at 1480 Williamsburg Drive (APN 062-250-040), and all other necessary documents, in the amount of \$28,000 to Frank and Lynn Hopkins.

B. Authorizes the Finance Director to place sale proceeds in the Water Fund.

Attachments:

1. Resolution - 1480 Williamsburg Drive
2. Exhibit A - Purchase and Sale Agreement - 1480 Williamsburg Drive

Prepared By:
Diana Langley
City Manager

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO.

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR PURCHASE
AND SALE OF REAL PROPERTY LOCATED AT 1480 WILLIAMSBURG DRIVE (APN 62-
250-040), AND ALL OTHER NECESSARY DOCUMENTS, IN THE AMOUNT OF \$28,000 TO
FRANK AND LYNN HOPKINS, AND AUTHORIZE THE FINANCE DIRECTOR TO PLACE
SALE PROCEEDS IN THE WATER FUND**

WHEREAS, on September 1, 2020, the City Council declared 1480 Williamsburg Drive to be a surplus property; and

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

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

WHEREAS, an appraisal was prepared by Owen & Associates and the appraised value is \$28,000; and

WHEREAS, the adjacent property owners, Frank and Lynn Hopkins, submitted an offer to purchase the property at the appraised value; and

WHEREAS, staff recommends that the City Council accept the offer and authorize the City Manager to execute an Agreement for Purchase and Sale; and

WHEREAS, the site was originally purchased with Water Funds.

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

1. The City Manager is authorized to execute an Agreement for Purchase and Sale of Real Property located at 1480 Williamsburg Drive (APN 062-250-040), and all other necessary documents, in the amount of \$28,000 to Frank and Lynn Hopkins.
2. The Finance Director is authorized to place sale proceeds in the Water Fund.

The forgoing Resolution of the City Council of the City of Yuba City was duly introduced, passed and adopted at a regular meeting thereof held on the 16th 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

Exhibit A: Purchase and Sale Agreement

Exhibit A

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

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY AND JOINT ESCROW INSTRUCTIONS ("**Agreement**") is made this 16th day of April, 2024 ("**Agreement Date**") by and among Frank and Lynn Hopkins ("**Buyer**"), City of Yuba City, a public agency ("**Seller**") and OLD REPUBLIC TITLE COMPANY, a corporation ("**Escrow Holder**" and "**Title Company**").

RECITALS:

A. Seller owns that certain residential real property located at 1480 Williamsburg Drive in Yuba City, State of California (APN 062-250-040) legally described as set forth on **Exhibit A** ("**Property**").

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

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

TERMS AND CONDITIONS:

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

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

3. PURCHASE PRICE.

3.1 Purchase Price. The Purchase Price for the Property is Twenty-Eight Thousand Dollars (\$28,000) ("**Purchase Price**").

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

(a) **Deposit.** At Opening of Escrow, Buyer shall deposit the sum of One Thousand Dollars (\$1,000) with Escrow Holder ("**Deposit**").

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

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

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

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

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

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

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

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

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

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

5. CLOSING DATE; TIME IS OF ESSENCE.

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

5.2 Possession. Upon the Close of Escrow, exclusive possession and occupancy of

the Property shall be delivered to Buyer free and clear of all claims of possession and all debris.

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

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

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

(ii) make minor modifications to this Agreement in order to fulfill the direction of the City Council, provided that such minor modifications are approved by the City Attorney.

6. TITLE POLICY.

6.1 Approval of Title.

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

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

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

(d) Nothing to the contrary herein withstanding, Buyer shall be deemed to have automatically objected to all leases, deeds of trust, mortgages, judgment liens, federal and state income tax liens, delinquent general and special real property taxes and assessments and

similar monetary encumbrances affecting the Property, and Seller shall discharge any such non-permitted title matter of record prior to or concurrently with the Close of Escrow.

6.2 Title Policy. At the Close of Escrow, Escrow Holder shall furnish Buyer with an ALTA/CLTA Homeowner's Owner's Policy of title insurance ("**Owner's Title Policy**") insuring title to the Property vested in Buyer in the amount of the Purchase Price, containing only exceptions approved or waived by Buyer in accordance with this Section. The cost of the Owner's Title Policy to Seller shall be paid by Buyer.

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

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

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

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

7.4 Due Diligence. For a period of up to thirty (30) days following the Opening of Escrow ("**Due Diligence Period**"), Buyer shall have the right to review and inspect the Property and conduct such tests as reasonably determined by Buyer. Buyer shall use reasonable efforts to expedite any and all investigations provide same does not involve additional cost to Seller. Seller grants to Buyer, its agents and employees, upon reasonable notice to Seller, a limited license to enter the Property for the purpose of conducting such due diligence as reasonably required by Buyer at Buyer's sole cost and expense. As a condition to Buyer's entry and inspection, Buyer shall keep the Property free and clear of all materialmen's liens, lis pendens or any other liens arising out of the entry and any work performed under this Agreement. Buyer shall notify Seller in writing ("**Buyer's Due Diligence Notice**") on or before the expiration of the Due Diligence Period of Buyer's approval of the condition of the Property as well as the TDS, NHD Report, Lead Paint Disclosure and all other disclosures and notices delivered to Buyer under this Agreement, which approval may be withheld in Buyer's sole discretion. Failure of Seller to provide access to the Property to inspect the Property at a day and time requested by Buyer shall be a material breach of this Agreement and Buyer shall have the right to immediately terminate this Agreement and the escrow.

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

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

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

8. CONDITIONS PRECEDENT TO CLOSE OF ESCROW.

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

- (a) Title Company will issue the Owner's Title Policy as specified in Section 6.2.
- (b) Escrow Holder holds and will deliver to Buyer the instruments accruing to Buyer pursuant to this Agreement.
- (c) Seller is not in default of its obligations under this Agreement.

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

- (a) Escrow Holder holds and will deliver to Seller the instruments and funds accruing to Seller pursuant to this Agreement.
- (b) Buyer shall have executed all documents required under this Agreement and delivered same to Seller.

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

9. LIMITED REPRESENTATIONS AND WARRANTIES.

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

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

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

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

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

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

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

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

h. Seller is not, and as of the Close of Escrow will not be, a foreign person within the meaning of Internal Revenue Code Section 1445 or an out-of-state seller under California Revenue and Tax Code Section 18805 and that it will deliver to Buyer through Escrow a non-foreign affidavit on Escrow Holder's standard form pursuant to Internal Revenue Code Section 1445(b)(2) and the Regulations promulgated thereunder and a California Form 590-RE ("Non-foreign Affidavit").

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

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

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

10. ESCROW PROVISIONS.

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

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

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

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

10.5 Payment of Costs.

- a. **Cost Allocation.** Buyer shall pay the costs for the Owner's Title Policy, one-half of escrow costs and recording fees ("**Buyer's Charges**"). Seller shall pay the cost of the NHD Report, documentary transfer taxes, one-half of the escrow costs and any fees and costs charged by any lender to obtain releases or consents or otherwise put title in the condition described in Section 6 ("**Seller's Charges**"). All other costs of Escrow not otherwise specifically allocated by this Agreement shall be apportioned between the parties in a manner consistent with the custom and usage of Escrow Holder.

- b. **Closing Statement.** At least three (3) business days prior to the Closing Date, Escrow Holder shall furnish Buyer and Seller with a preliminary Escrow closing statement which shall include each party's respective shares of costs. The preliminary closing statement shall be approved in writing by the parties. As soon as reasonably possible following the Close of Escrow, Escrow Holder shall deliver a copy of the final Escrow closing statement to the Parties.

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

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

10.8 Brokerage Commissions. Neither party is represented by a broker. Buyer and Seller each agree to indemnify and hold the other parties harmless from and against all liabilities, costs, damages and expenses, including, without limitation, attorneys' fees, resulting from any claims or fees or commissions, based upon agreements by it, if any, to pay a broker's commission and/or finder's fee except as specified above.

11. LIQUIDATED DAMAGES.

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

Seller's Initials

Buyer's Initials

12. NOTICES. Any notices, demands or communications under this Agreement between the parties shall be in writing, and may be given by (i) personal service, (ii) overnight delivery, or (iii) mailing via United States mail, certified mail, postage prepaid, return receipt requested ("**US Mail**"), addressed to each party as set forth below or such other address as may be furnished in writing

by a party, and such notice or communication shall, if properly addressed, be deemed to have been given (a) as of the date so delivered under delivery methods (i) or (ii) above, or (b) three (3) business days after deposit into the U.S. Mail.

To Seller: City of Yuba City
1201 Civic Center Boulevard
Yuba City, CA 95993
Attn: Diana Langley, City Manager

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

To Buyer: Frank and Lynn Hopkins
1470 Williamsburg Drive
Yuba City, CA 95993

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

13. GENERAL PROVISIONS.

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

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

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

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

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

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

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

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

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

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

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

BUYER:

Frank Hopkins

Lynn Hopkins

Accepted and agreed to:

ESCROW HOLDER:

OLD REPUBLIC TITLE

By: _____
Jayne Silveira, Escrow Officer

Dated: _____, 2024

SELLER:

CITY OF YUBA CITY

By: _____
Diana Langley, City Manager

_____, 2024

ATTEST:

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Shannon Chaffin, City Attorney

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

The land referred to is situated in the County of Sutter, City of Yuba City, State of California, and is described as follows:

Lot 1 of "Ranchero Estates Unit 4", filed in the office of the Sutter County Recorder, December 28, 1990 in Book 13 of Surveys, page 197.

TOGETHER WITH an easement to limit the uses described herein and over the areas being described as follows:

The area lying within Lots 4 and 5 of "Ranchero Estates Unit 6" filed in the office of the Sutter County Recorder in Book 13 of Surveys, Page 204 and being described as follows:

AREA 1:

A circular area having a radius of 50 feet, the center point of said circular area is an existing well located as follows: West 15 feet North 10 feet from the Southeast corner of said Lot 1 of Ranchero Estates, Unit 4.

The following uses shall not be permitted in Area 1:

1. Animal enclosures such as for dogs, chickens and grazing animals.
2. Application of pesticides without prior written approval of the Department of Health Services, Public Water Supply Branch.
3. Dumping, spilling or dispensing of petroleum products.
4. The conveyance of waste or storm water, including ditches.

AREA 2:

A circular area having a radius of 100 feet, the center point of said circular area being the same as described for Area 1 above.

The following uses shall not be permitted in Area 2:

1. Sanitary sewerage disposal fields.

APN: 062-250-040-000

EXHIBIT B
GRANT DEED

FREE RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Frank and Lynn Hopkins
1470 Williamsburg Drive
Yuba City, CA 95993

APN 062-250-040-000

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

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

GRANT DEED

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, CITY OF YUBA CITY, a public agency ("**Grantor**"), hereby grants to Frank and Lynn Hopkins as _____ ("**Grantee**"), that certain real property in the City of Yuba City, County of Sutter, State of California, legally described on Exhibit A attached hereto and incorporated herein by reference ("**Property**").

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

GRANTOR:

CITY OF YUBA CITY, a public agency

Not to be executed until closing

By: _____
Diana Langley,
City Manager

ATTEST:

Ciara Wakefield, Deputy City Clerk

DATED: _____, 2024

EXHIBIT A TO GRANT DEED

LEGAL DESCRIPTION OF PROPERTY

The land referred to is situated in the County of Sutter, City of Yuba City, State of California, and is described as follows:

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2. Application of pesticides without prior written approval of the Department of Health Services, Public Water Supply Branch.
3. Dumping, spilling or dispensing of petroleum products.
4. The conveyance of waste or storm water, including ditches.

AREA 2:

A circular area having a radius of 100 feet, the center point of said circular area being the same as described for Area 1 above.

The following uses shall not be permitted in Area 2:

1. Sanitary sewerage disposal fields.

APN: 062-250-040-000

[illegible]

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

Notary Public

Page 55 of 68

EXHIBIT C
DEED RESTRICTION

FREE RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Yuba City
1201 Civic Center Boulevard
Yuba City, CA 95993
Attn: City Manager

APN 061-060-015-000

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

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

DEED RESTRICTION

If ten (10) or more residential units are developed on the Property, not less than 15 percent of the total number of residential units developed on the property shall be sold or rented at affordable housing cost, as defined in Section 50052.5 of the California Health and Safety Code, or affordable rent, as defined in Section 50053 of the California Health and Safety Code, to lower income households, as defined in Section 50079.5 of the California Health and Safety Code. Rental units shall remain affordable to and occupied by lower income households for a period of 55 years for rental housing and 45 years for ownership housing. The initial occupants of all ownership units shall be lower income households, and the units shall be subject to an equity sharing agreement consistent with the provisions of paragraph (2) of subdivision © of 65915 of the California Government Code. These requirements shall be covenants or restrictions running with the land and shall be enforceable against any owner who violates a covenant or restriction and each successor-in-interest who continues the violation by any of the entities described in subdivisions (a) to (f), inclusive, of Section 54222.5 of the California Government Code.

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

GRANTOR:

CITY OF YUBA CITY, a public agency

Not to be executed until closing

By: _____
Diana Langley
City Manager

ATTEST:

Ciara Wakefield, Deputy City Clerk

DATED: _____, 2024

EXHIBIT A TO DEED RESTRICTION
LEGAL DESCRIPTION OF PROPERTY

The land referred to is situated in the County of Sutter, City of Yuba City, State of California, and is described as follows:

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The following uses shall not be permitted in Area 1:

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2. Application of pesticides without prior written approval of the Department of Health Services, Public Water Supply Branch.
3. Dumping, spilling or dispensing of petroleum products.
4. The conveyance of waste or storm water, including ditches.

AREA 2:

A circular area having a radius of 100 feet, the center point of said circular area being the same as described for Area 1 above.

The following uses shall not be permitted in Area 2:

1. Sanitary sewerage disposal fields.

APN: 062-250-040-000

[illegible]

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

Notary Public

Page 58 of 68

CITY OF YUBA CITY
STAFF REPORT

Date: April 16, 2024
To: Honorable Mayor & Members of the City Council;
From: Administration Department
Presentation By: Ben Moody, Public Works & Development Services Director

Summary

Subject: Community Sponsorship Request
Recommendation: Consider the sponsorship request from Shri Guru Ravidass Temple, and if approved:

Adopt a Resolution to approve a monetary sponsorship request from the Shri Guru Ravidass Temple of \$2,500.00 to assist in funding the Cultural Community Parade

Fiscal Impact: Monetary sponsorship in the amount of \$2,500.00 - Community Events - Account No. 4220-66015

Purpose:

City sponsorships reflect support of specific programs or events by an organization. The intent is that the public will receive some intrinsic cultural, economic, educational, or entertainment value from the program or event.

Council's Strategic Goal:

The overarching strategic goal of "Quality of Life."

Background:

The Shri Guru Ravidass Temple annually organizes a community cultural parade, with the 2024 parade occurring on April 7th. The parade commemorates the birth of Shri Guru Ravidass and the Sikh culture, and follows an approximate 1-mile route from the Shri Guru Ravidass Temple on Hayne Avenue to Littlejohn Road to Countryside Drive to Berkshire Drive and then back to the temple.

Analysis:

On April 9th, representatives of the Shri Guru Ravidass Temple submitted the attached Community Sponsorship Application requesting a \$2,500 contribution toward the parade. The City Council authorized a similar contribution in 2023.

The Amended Community Sponsorship Policy states, "The budget for the Community Sponsorship Program shall be established by City Council each year during the annual budget process," and "applications will be presented to Council Quarterly on a first-come, first-serve basis." Through the FY 23/24 Budget, Council established the following.

Account Number	Description	Funding Budgeted	Funding Available
4220-66010	Community Contributions	\$20,000	\$12,000
4220-66015	Community Events	\$10,000	\$8,000

As noted above, the budgeted funds are to be considered and allocated quarterly, which provides \$3,750 quarterly for Community Contributions and \$2,500 quarterly for Community Events. To date, the Council has authorized sponsorship of the following Community Events:

- 2nd Quarter - Sutter County Memorial Museum Association Trees & Traditions Fundraiser Event - \$1,000
- 3rd Quarter - Playzeum Touch-A-Truck Event - \$1,000

Alternatives:

1. Do not authorize the contribution.
2. Authorize a different contribution amount.

Recommendation:

Adopt a Resolution to approve a monetary sponsorship request from the Shri Guru Ravidass Temple of \$2,500 to assist in funding the Cultural Community Parade.

Attachments:

1. RESOLUTION - Community Sponsorship Request - Shri Guru Ravidass Temple
2. Shri Guru Ravidass Temple Sponsorship Application

Prepared By:
Diana Langley
City Manager

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY APPROVING A
COMMUNITY SPONSORSHIP REQUEST FOR SHRI GURU RAVIDASS TEMPLE**

WHEREAS, The Shri Guru Ravidass Temple a 501(c)(3) non-profit organization, is requesting community sponsorship funds for their third annual cultural community parade; and,

WHEREAS, the City Council of the City of Yuba City ("City Council") finds that the Shri Guru Ravidass Temple serves an important public purpose to the community insofar as the public will receive cultural and educational enrichment from their efforts.

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

Section 1. That the City Council finds the above recitals true and correct.

Section 2. The City Council finds that the Shri Guru Ravidass Temple's annual cultural community parade benefits Yuba City residents. The requested sponsorship is for a qualified non-profit organization that primarily serves Yuba Sutter residents, and will contribute positively to the recognition and image of the city. Accordingly, the City Council approves the sponsorship request of \$2,500 for the Shri Guru Ravidass Temple Cultural Community Parade.

Section 3. This Resolution shall take effect immediately and the Deputy City Clerk shall certify the adoption of this Resolution.

The foregoing Resolution of the City Council of the City of Yuba City is duly introduced, PASSED AND ADOPTED at a regular meeting thereof held on this 16th day of April, 2024 by the following vote:

AYES:

NOES:

ABSENT:

ATTEST:

Shon Harris, Mayor

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY

Shannon L. Chaffin, City Attorney

ATTACHMENT 2



COMMUNITY SPONSORSHIP APPLICATION FORM

Name of Organization Shri Guro Ravidasi Temple Non-Profit ID/ 501 C# 20-8212795
Address 1480 Hayne Ave. City/State/Zip Yuba City 95993
Contact Person Shingara Rath Phone [REDACTED] Email bobbyrath@yahoo.com
Organization Purpose/Mission Church / Temple / Religious

Type of Sponsorship Requested:

- ☐ In-kind services – Provide a description of the in-kind services requested: _____
- ☒ Funding – Amount requested: \$ 2500

Type of Organization:

- ☒ Non-Profit (located and/or primarily serves residents within the City of Yuba City)
☐ Educational Institution
☐ Local business (located within City of Yuba City city limits)

Type of Event:

- ☐ Local Celebration ☐ Athletic ☐ Cultural ☐ Educational
☐ Fundraiser ☐ Entertainment ☒ Other Parade

Event Name 3rd Annual Parade
Event Location 1480 Hayne Ave. Yuba City Ca. 95993
Event Date/Time April 7th 2024 12:00 - 4:00 pm
Expected Number of Participants 2000

Open to the Public? ☒ Yes ☐ No

Please explain how your event meets one or more of the sponsorship criteria below:

- Boosts the local Yuba City economy: Increases rooms, rental in Motels/ Hotels increases foot traffic in restaurants and eatery's. Boosts sales and gas stations and retail sales.
- Provides an opportunity to help build community, foster a sense of pride within our community, and engage our community: All community members are invited to enjoy this free event in honor of the birth of Shri Guro Ravidasi, Vaisakhi and Easter

- Contributes positively to the recognition and image of the City of Yuba City:

Demonstrates the vision of inclusivity by the city of yuba city celebrating our communities diversity.

Other Considerations:

- ☒ I understand that if the City agrees to sponsor the event, I will acknowledge the sponsorship on all printed information or advertising related to the event using a message approved by the City and provide any written marketing material to the City prior to distribution of event materials.
- ☒ I understand that if the City agrees to sponsor the event, appropriate ADA accessibility will be provided.
- ☒ I understand that sponsorship is optional and the City can deny this sponsorship application.

Signature of Applicant



Date

04/09/2024

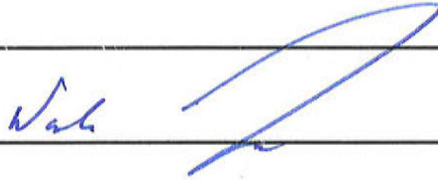
Print Name of Applicant

SYNGARA RAHN

All requests require the endorsement of a Councilmember. Contact information for Councilmembers is available by calling the City Manager's Office at (530) 822-4602 or visiting the City's website at www.yubacity.net.

Mayor Endorsement: _____

Councilmember Endorsement _____



Councilmember Endorsement _____

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