AGENDA

NOVEMBER 5, 2024

REGULAR MEETING
CITY COUNCIL
CITY OF YUBA CITY

5:30 P.M. CLOSED SESSION
SUTTER ROOM/VIRTUAL

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. 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
CITY COUNCIL - CITY OF YUBA CITY
NOVEMBER 5, 2024
5:30 P.M. CLOSED SESSION
SUTTER ROOM/VIRTUAL

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

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

The Council Chambers will be open for public attendance and participation. The meeting will also be live-streamed for public viewing, but not participation, at the following link: https://yubacity-net.zoom.us/webinar/register/WN_S6xTxC_xSlygvWMODa5VZA. Emailed comments sent to cityclerk@yubacity.net at least 24 hours before the meeting will be distributed to the City Council prior to the meeting. Please identify the Agenda item(s) addressed in the comments.

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

Closed Session

A. Conference With Legal Counsel—Existing Litigation (Pursuant to Government Code Section 54956.9(d)(1))
Name of case: Bryn Roebuck Kunde, Claim number: 0696610146

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

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

Agenda Modifications

Public Communication

1. Appearance of Interested Citizens

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

Consent Calendar

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

2. Minutes of the October 15, 2024 Regular Meeting of the Successor Agency to the Redevelopment Agency and City Council and Minutes of October 22, 2024 Special Meeting of the City Council

Recommendation: Approve the Minutes of the October 15, 2024 Regular Meeting of the Successor Agency to the Redevelopment Agency and City Council and the Minutes of October 22, 2024 Special Meeting of the City Council

3. Fiscal Year 2025-2026 Waste Tire Enforcement Grant Application

Recommendation: Adopt a Resolution authorizing Yuba County, as the Lead Agency of the Yuba-Sutter Local Enforcement Agency, to perform Waste Tire Enforcement activities on behalf of the City of Yuba City and submit a Collaborative Application for the Waste Tire Enforcement Grant to CalRecycle for Fiscal Year 2025-26

4. Appointments to the City of Yuba City Youth Commission

Recommendation: Approve the Recommendations for Appointments to the Youth Commission

5. City Welcome Sign Final Design, Fabrication, and Installation (Award)

Recommendation: Adopt a Resolution to award a Professional Services Agreement to Square Signs LLC, dba Front Signs of Burbank, CA for the City Welcome Sign final design, fabrication, and installation in the amount of $80,882.70, subject to material terms, with the finding that it is in the best interest of the City, and adopt a Class 1 (existing facilities) and Class 3 (new construction of small structures) Categorical Exemptions

Business Items

6. Zoning Code Amendment (ZC) 24-01; Updating the development standards for accessory dwelling units (ADUs) and junior accessory dwelling units (JADUs) for consistency with State law

Recommendation: A. Conduct a Public Hearing; then

B. Introduce an Ordinance of the City Council of the City of Yuba City repealing, relacing, and renaming Section 8-5005 to Accessory Dwelling Units and Junior Accessory Dwelling Units, adopt a CEQA finding under Public Resources Code section 21080.17, and waive the first reading

7. Street Banner Policy and Program

Recommendation: Adopt a Resolution to amend the City's existing Street Banner Policy to include the Hometown Hero Banner Program guidelines

8. Habitat for Humanity Yuba/Sutter, Inc., Request for Letter Showing Site Control for Property Located at 211 and 217 South Walton Avenue

Recommendation: A. Consider a request from Habitat for Humanity Yuba/Sutter, Inc., for a letter providing evidence of site control for City-owned property located at 211 and 217 South Walton Avenue for the purpose of a U.S. Department of Housing and Urban Development Section 202 Supportive Housing for the Elderly grant

B. If Council authorizes the submission of a Proof of Site Control Letter, adopt a Resolution authorizing the Mayor to submit the letter to Habitat for Humanity Yuba/Sutter, Inc., for City-owned properties located at 211 and 217 South Walton Avenue to comply with the requirements of a Curable Deficiency letter issued by the U.S. Department of Housing and Urban Development for a FY 2023 Section 202 Supportive Housing for the Elderly Program

Future Agenda Items

9. 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

10. City Manager's Report

11. City Council Reports

Adjournment

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: November 5, 2024
To: Honorable Mayor & Members of the City Council;
From: Administration Department
Presentation By: Ciara Wakefield, City Clerk Administrator

Summary

Subject: Minutes of the October 15, 2024 Regular Meeting of the Successor Agency to the Redevelopment Agency and City Council and Minutes of October 22, 2024 Special Meeting of the City Council

Recommendation: Approve the Minutes of the October 15, 2024 Regular Meeting of the Successor Agency to the Redevelopment Agency and City Council and the Minutes of October 22, 2024 Special Meeting of the City Council

Fiscal Impact: None

Attachments:
1. 10-15-2024 Regular Meeting Minutes (DRAFT)
2. 10-22-2024 Special Meeting Minutes (DRAFT)

Prepared By:
Ciara Wakefield
City Clerk Administrator

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1

MINUTES (DRAFT)
REGULAR MEETING OF SUCCESSOR AGENCY
TO THE REDEVELOPMENT AGENCY AND
CITY COUNCIL - CITY OF YUBA CITY
OCTOBER 15, 2024

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

Call to Order

The Regular Meeting of Successor Agency To The Redevelopment Agency and City Council was called to order by Mayor Harris At 6:01 PM

Roll Call

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

Absent: None

Invocation/Inspiration

Pastor Wang Xiong of the Hmong Christian Church

Pledge of Allegiance to the Flag

Mayor Harris

Agenda Modifications

No changes were made

Ceremonial Presentations

1. Sikh Awareness and Appreciation Month Proclamation

Mayor Harris presented a proclamation to Sarb Thiara and Temple Directors

2. Code Enforcement Officer Appreciation Week Proclamation

Mayor Harris presented a proclamation to Ben Moody, Public Works and Development Services Director and Code Enforcement staff

3. Sutter County Memorial Museum Flood Exhibit Presentation

Molly Bloom, Sutter County Museum Director and Curator gave a presentation

4. Sam Brannan Park Update

Presentation by: Brian Baker, Police Chief
Ann Gillen, Community Services Director
Ben Moody, Public Works & Development Services Director

Public Communication

5. Appearance of Interested Citizens

Jeff Stephens spoke

Consent Calendar

Vice-Mayor Shaw moved and Councilmember Pasquale seconded the motion to approve Consent Calendar items 6-9

6. Minutes of the October 1, 2024 Regular Meeting of the Successor Agency to the Redevelopment Agency and City Council

Approve the Minutes of the October 1, 2024 Regular Meeting of the Successor Agency to the Redevelopment Agency and City Council

7. Johnson Ranch Estates (Annexation #6 of property in CFD 2021-1)

Adopt **Resolution 24-132** annexing a certain area, Johnson Ranch Estates, within the City Limits into an existing Community Facilities District (CFD No. 2021-1) to fund municipal services, and filing said Resolution, along with the Sixth Amendment to the Notice of Special Tax Lien, in the office of County Recorder of the County of Sutter

8. Johnson Ranch Estates – Subdivision Agreement and Final Map Approval

Adopt **Resolution 24-133** approving the execution of a Subdivision Agreement with K. Hovnanian Homes Northern California, Inc., a California Corporation providing for public improvements associated with the Johnson Ranch Estates Subdivision Map, approving the Johnson Ranch Estates Final Map, accepting dedication of rights-of- way and easements shown thereon, and authorizing the filing of the map. [Subdivision is located on West Onstott Frontage Road approximately 1,100 feet south of Pease Road]

9. Center Street Lighting Project - Electrical Contract Award

Adopt **Resolution 24-134** which takes the following actions:

A. Adopts a CEQA Class 1 Categorical Exemption (Existing Facilities) set forth in CEQA Guidelines Section 15301

B. Awards a construction contract to Koranda Electric, Inc. DBA Richall Electric of Sutter, CA in the amount of their total bid of $117,798.95

C. Authorizes the City Manager to execute the contract on behalf of the City, subject to review and approval as to legal form by the City Attorney

The motion was passed unanimously

Business Items

10. Landscape Maintenance District No. 1, Zone of Benefit B

Accept staff's presentation on Landscape Maintenance District No. 1, Zone of Benefit B, and provide direction to staff on next steps

No action taken. Information only

11. Bogue Road Sewer Extension Project

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

Adopt **Resolution 24-135** approving the plans and specifications and authorizing advertisement for bids for the Bogue Road Sewer Extension Project

The motion was passed unanimously

12. 2024 Nagar Kirtan Sikh Parade

Receive an update from the Sikh Parade Ad Hoc Committee on the planning efforts for the 2024 Nagar Kirtan Sikh Parade

No action taken. Information only

Future Agenda Items

13. Future Agenda Items

No suggestions were made

Reports and Communications

14. City Manager's Report

15. City Council Reports

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

Adjournment

Mayor Harris adjourned the The Regular Meeting of Successor Agency To The Redevelopment Agency and City Council at 7:36 PM

Shon Harris, Mayor

ATTEST:

Ciara Wakefield, Deputy City Clerk

ATTACHMENT 2

MINUTES (DRAFT)
CITY COUNCIL - CITY OF YUBA CITY
OCTOBER 22, 2024
6:00 P.M. SPECIAL MEETING
COUNCIL CHAMBERS/VIRTUAL

Special Meeting

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

Roll Call

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

Absent: None

Invocation/Inspiration

Dave Shaw, Vice-Mayor

Pledge of Allegiance to the Flag

Michael Pasquale, Councilmember

Agenda Modifications

No changes were made

Public Communication

1. Appearance of Interested Citizens

Robert Lavy spoke

Business Items

2. Receipt of Notice of Certificate of Facts and Appointment of Uncontested Offices (City Clerk and City Treasurer)

Ciara Wakefield, City Clerk Administrator, recused herself

Councilmember Pasquale moved and Councilmember Boomgaarden seconded the motion to:

> Adopt **Resolution 24-136** receiving the Notice of Certificate of Facts from the Sutter County Clerk-Recorder/Registrar of Voters, and appoint Ciara Wakefield as City Clerk and Diona Pope as City Treasurer Pursuant to the same

The motion was passed unanimously

3. Receipt of Notice of Certificate of Facts and Appointment of Uncontested Office (City Council - District 4)

Councilmember Kirchner recused himself

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

> Adopt **Resolution 24-137** receiving the Notice of Certificate of Facts from the Sutter County Clerk-Recorder/Registrar of Voters, and appoint Wade Kirchner to City Council - District 4

The motion was passed with 4 votes [Kirchner recused]

Future Agenda Items

4. Future Agenda Items

No suggestions were made

Reports and Communications

5. City Manager's Report

6. City Council Reports

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

Adjournment

Mayor Harris adjourned the Special Meeting of the City Council at 6:10 PM

_____
Shon Harris, Mayor

ATTEST:

_____
Ciara Wakefield, Deputy City Clerk

CITY OF YUBA CITY
STAFF REPORT

Date: November 5, 2024
To: Honorable Mayor & Members of the City Council;
From: Administration Department
Presentation By: Ciara Wakefield, City Clerk Administrator

Summary

Subject: Fiscal Year 2025-2026 Waste Tire Enforcement Grant Application

Recommendation: Adopt a Resolution authorizing Yuba County, as the Lead Agency of the Yuba-Sutter Local Enforcement Agency, to perform Waste Tire Enforcement activities on behalf of the City of Yuba City and submit a Collaborative Application for the Waste Tire Enforcement Grant to CalRecycle for Fiscal Year 2025-26

Fiscal Impact: None directly to the City. The Yuba-Sutter LEA estimates receiving funding of $90,000-$110,000 for enforcement activities

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Purpose:

To ensure that generators of waste tires properly handle, store, transport and dispose of waste tires as required under regulations. This is accomplished by annual facility inspections and education and by conducting surveillance for illegally disposed tires.

Background:

In 1989, CalRecycle (formerly called the California Integrated Waste Management Board) certified all County Environmental Health Departments to be the Local Enforcement Agencies (LEA) to carry out solid waste permitting, inspection and enforcement activities. Sutter County and Yuba County opted to form a joint local enforcement agency with Yuba County Environmental Health Department being the lead agency. Enforcement activities include the cities of Yuba City, Live Oak, Marysville, and Wheatland, as well as Yuba and Sutter Counties.

CalRecycle receives revenue through fees generated from each new tire sold in California to fund the Waste Tire grants.

Analysis:

The Yuba-Sutter LEA, through Yuba County, has one inspector dedicated to Waste Tire Enforcement activities for the bi-county region. The inspector performs 30 – 40 inspections and responds to one or two complaints per month. Inspections are performed every two to three years on tire shops, auto repair shops, farmers, or any business that receives, sells, or stores tires. The businesses are required to keep disposal records for up to three years. The inspector verifies that the business is in compliance with state laws regarding their disposal process and how many waste and used tires are on hand.

Violators are given 30 days to become compliant; if in 30 days they are still in violation, the business is referred to CalRecycle for enforcement (see attached Flow Chart).

On behalf of the Yuba-Sutter Local Enforcement Agency, Yuba County is prepared to submit a collaborative application for the Waste Tire Enforcement Grant for FY 2025-26. The grant pays for the cost of the inspector and inspections at $119 per hour, which includes personnel time, a truck and other equipment, mileage, administration and overhead costs, etc.

Fiscal Impact:

None directly to the City. Jurisdictions with populations equal or less than 900,000 are eligible to receive up to $300,000. The Yuba-Sutter LEA usually budgets for $90,000 to $110,000 per grant cycle and at least 80% of this money is spent. The Yuba-Sutter LEA received a grant of $102,540 for Waste Tire Enforcement activities for FY 2024-25.

Alternatives:

If the City Council elects not to participate in the collaborative application with the Yuba-Sutter Local Enforcement Agency, it may result in a loss of waste tire enforcement activities within the City boundaries.

Recommendation:

Adopt a Resolution authorizing Yuba County, as the Lead Agency of the Yuba-Sutter Local Enforcement Agency, to perform Waste Tire Enforcement activities on behalf of the City of Yuba City and submit a Collaborative Application for the Waste Tire Enforcement Grant to CalRecycle for Fiscal Year 2025-26.

Attachments:

1. Resolution - 2025-2026 Waste Tire Program

Prepared By:	Submitted By:
Ciara Wakefield	Diana Langley
City Clerk Administrator	City Manager

ATTACHMENT 1

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY AUTHORIZING THE COUNTY OF YUBA TO PERFORM WASTE TIRE ENFORCEMENT ACTIVITIES ON BEHALF OF THE CITY OF YUBA CITY AND SUBMIT A COLLABORATIVE APPLICATION FOR THE WASTE TIRE ENFORCEMENT GRANT, FISCAL YEAR 2025-26

WHEREAS, Public Resources Code sections 4000 et seq. authorize the Department of Resources Recycling and Recovery (CalRecycle) to administer various Grant Programs (Grant) in furtherance of the State of California's (State) efforts to reduce, recycle and reuse solid waste generated in the State, thereby preserving landfill capacity and protecting public health, health and safety and the environment; and

WHEREAS, funds are allocated and available from the CalRecycle for Grants to cities, counties, and cities and counties with regulatory authority within the City and County government to perform enforcement/compliance and surveillance activities of entities and/or individuals involved with the waste tire industry; and

WHEREAS, CalRecycle has been delegated the responsibility for the administration of the Program within the State; and

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

WHEREAS, procedures established by the State and CalRecycle require each Applicant's governing body to certify by resolution its approval of the submittal of Grant Application to CalRecycle; and

WHEREAS, the County of Yuba has agreed to perform waste tire activities on behalf of the City of Yuba City.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Yuba City hereby authorizes the County of Yuba to submit to the CalRecycle a Collaborative Application for the Waste Tire Enforcement Grant, Fiscal Year 2025-26 on its behalf.

BE IT FURTHER RESOLVED that the County of Yuba is hereby authorized and empowered to execute all Grant-related documents, including, but not limited to, Applications, Payment Requests, Agreements, and Amendments necessary to secure Grant funds and to implement and carry out the purposed specified in the Grant Application.

BE IT FURTHER RESOLVED that the County of Yuba is hereby authorized to conduct waste tire enforcement activities within the jurisdictional boundaries of the City of Yuba City during the term of Fiscal Year 2025-26 Local Government Waste Tire Enforcement Grant.

The foregoing Resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 5th day of November 2024.

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AYES:

NOES:

ABSENT:

_____
Shon Harris, Mayor

ATTEST:

_____
Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY

_____
Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

CITY OF YUBA CITY
STAFF REPORT

Date: November 5, 2024
To: Honorable Mayor & Members of the City Council;
From: Administration Department
Presentation By: Ciara Wakefield, City Clerk Administrator

Summary

Subject: Appointments to the City of Yuba City Youth Commission
Recommendation: Approve the Recommendations for Appointments to the Youth Commission
Fiscal Impact: None

Purpose:

To fill vacancies and confirm the appointment of seven (7) Commissioners and three (3) Alternates to the Yuba City Youth Commission.

Background:

The Youth Commission acts in an advisory capacity to the City Council, City Manager and the Community Services Director in all matters pertaining to youth and all general matters concerning issues affecting youth and the City of Yuba City. The Commission consists of nine (9) members and up to three (3) alternates. The Commission meets on the 3rd Wednesday of each month at 7:00 p.m. in the Sutter Room at City Hall and members must be between the ages of 12 and 19 years of age and reside within the City limits. Advertisements and notices for vacant positions were posted through Facebook, Instagram, and the Appeal Democrat.
Mayor Harris and Vice-Mayor Shaw recently completed the interview and selection process for the current vacancies on the Youth Commission.
Municipal Code Section 2-11 defines a rotating appointment schedule for the Youth Commission. The term of service for all members is two years. Four (4) members shall be appointed in odd years, five (5) members shall be appointed in even years, and alternates take turns rotating between years as follows:

Odd years: Four members, plus alternates 1 and an optional alternate 3.
Even years: Five members, plus an optional alternate 2.

A total of seven (7) Commissioners have either termed out or departed mid-term. With this in mind, the Mayor/Vice-Mayor are recommending a total of ten (10) appointments:

- Two (2) current Alternates (Mullen & Hartridge Gundershaug) to move from Alternate to Commissioner
- One (1) Commissioner (Sangha) to begin a second term
- Four (4) new Commissioners to be appointed

- Three (3) new Alternates to be appointed - Two (2) Alternates for a term expiring 6/29/25, and one (1) Alternate with a term expiring 6/29/26.

Commission	Name	Term Ending
Youth Commission	**Ellie Hartridge Gundershaug** (Returning & Moving from Alternate)	06/29/25
Youth Commission	**Amelia Mullen** (Returning & Moving from Alternate)	06/29/25
Youth Commission	**Maya Sangha** (Returning - 2nd Term)	06/29/26
Youth Commission	**Arjan Sohal**	06/29/26
Youth Commission	**Lyrik Robinson**	06/29/26
Youth Commission	**Olivia Salle**	06/29/26
Youth Commission	**Sahah Kahlon**	06/29/26
Youth Commission	**Jatin Agnish** (Alternate)	06/29/25
Youth Commission	**Kavan Boparai** (Alternate)	06/29/25
Youth Commission	**Ajai Sohal** (Alternate)	06/29/26

Fiscal Impact:
None

Recommendation:
Approve the Recommendation of Appointments to the Youth Commission.

Attachments:
None

Prepared By:
Ciara Wakefield
City Clerk Administrator

Submitted By:
Diana Langley
City Manager

CITY OF YUBA CITY
STAFF REPORT

Date: November 5, 2024
To: Honorable Mayor & Members of the City Council;
From: Development Services Department
Presentation By: Ashley Potocnik, Development Liaison

Summary

Subject: City Welcome Sign Final Design, Fabrication, and Installation (Award)

Recommendation: Adopt a Resolution to award a Professional Services Agreement to Square Signs LLC, dba Front Signs of Burbank, CA for the City Welcome Sign final design, fabrication, and installation in the amount of $80,882.70, subject to material terms, with the finding that it is in the best interest of the City, and adopt a Class 1 (existing facilities) and Class 3 (new construction of small structures) Categorical Exemptions

Fiscal Impact: In 2023, the City received a SACOG Community Design Grant in the amount of $100,000 for the City Welcome Sign project. The estimated total contract price is $101,103.38

- $80,882.70 (Contract Award Amount) – Account #951294
- $20,220.68 (Contingency 25%) – Account #951294

Purpose:

To award a contract for the design, fabrication, and installation of new City Welcome Signs.

Council Strategic Goal:

This item supports the City Council's Strategic Goal to enhance the Quality of Life for the City.

Background:

Yuba City has two welcome signs, one located at the southwest intersection of Township Road / State Route 20 and the other at approximately 1,100 feet southeast of the Bogue Road / State Route 99 intersection. Due to disrepair, the current signage was removed from their base foundations.

In 2023, Yuba City obtained a Community Design Grant from the Sacramento Area Council of Governments (SACOG) to enhance the signs in the amount of $100,000.

Based on direction from City Council, a two-part design process was implemented.

1. Design Concept Competition (Call for Artists)

2. Request for Proposals (final design, fabrication, and installation)

On December 4, 2023, the Call for Artists was distributed in coordination with the Yuba Sutter Arts Council, Yuba Sutter Chamber of Commerce, and Yuba City Unified School District. The Call for Artists outlined the design competition process and submission details. On February 2, 2024, the competition was closed with ten (10) design concept submissions received.

On February 20, 2024, the City Council established an Ad Hoc Committee to review the submissions and select finalists. The Ad Hoc Committee was steered by Councilmember Kirchner and Councilmember Pasquale with representatives from the Planning Commission (Justine Gill), Senior Commission (Michael McFarlane), Parks & Recreation Commission (Staci Howell), and the Youth Commission (Maya Sangha).

On April 1, 2024, the Ad Hoc Committee met to review the submissions and select three finalists to move forward in the selection process. The Ad Hoc Committee reviewed and scored each submission based on creativity, alignment with City branding and guidelines, aesthetic appeal, relevance to the community, feasibility of implementation, and overall impression.

On May 21, 2024, the City Council selected a winning design concept. The winner, Raveena Sroya, was recognized at the July 2, 2024, City Council meeting.

The City issued a Request for Proposal for Final Design, Fabrication, and Installation of the City Welcome Signs on August 16, 2024, with a deadline for submittals of September 13, 2024.

Analysis:

The City received three proposals. A review of each proposal was completed by a selection committee of staff with representatives from Public Works Engineering, Planning, and Administration. The proposals were ranked using the following evaluation criteria:

Evaluation Criteria	Maximum Score
Preliminary Construction Concept Rendering	35 points
Product Quality and Durability	25 points
Cost of Equipment and Installation Services	20 points
Delivery and Installation Schedule	10 points
Experience and Qualifications	10 points
Total:	**100 points**

While all of the consultants were highly qualified, the selection committee ranked Square Signs LLC, dba Front Signs as the top-ranked, responsive proposer, with an average score of 94.5 out of 100. Square Signs LLC, dba Front Signs submitted a proposal which provided a very detailed analysis of existing conditions and conflicts that may arise, which will help significantly through project design, fabrication, and installation. The proposal included elements to improve durability while maintaining a high aesthetic appeal.

The City and Square Signs LLC, dba Front Signs have worked together recently on the new digital monument sign at Fire Station 1. Pending the contract award, staff plans to meet with Square Signs LLC, dba Front Signs to develop a detailed scope of work and plan for project delivery. This may include potential modifications suggested through the review process such as colored ‘Welcome’

letters, sign cut outs for variability, front and back elements, etc., Square Signs LLC, dba Front Signs has the professional qualifications for the services required, availability, and can provide the services at a fair and reasonable cost.

Fiscal Impact:

In 2023, the City received a SACOG Community Design Grant in the amount of $100,000 for the City Welcome Sign project. The estimated total contract price is $101,103.38.

- $80,882.70 (Contract Award Amount) – Account #951294
- $20,220.68 (Contingency 25%) – Account #951294

Alternatives:

1. Do not award the contract to Front Signs, and either negotiate with the next ranked consultant, or issue another request for proposals. This may result in delays that could create a loss of available funds for the Study.
2. Modify the terms of Front Sign's contract.

Recommendation:

Adopt a Resolution to award a Professional Services Agreement to Square Signs LLC, dba Front Signs of Burbank, CA for the City Welcome Sign final design, fabrication, and installation in the amount of $80,882.70, subject to material terms, with the finding that it is in the best interest of the City, and adopt a Class 1 (existing facilities) and Class 3 (new construction of small structures) Categorical Exemptions.

Attachments:
1. Resolution
2. Exhibit A: (Draft) Sample Standard Agreement

Prepared By:
Ashley Potočnik
Development Liaison

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY AWARDING A PROFESSIONAL SERVICES AGREEMENT TO SQUARE SIGNS LLC, DBA FRONT SIGNS OF BURBANK, CA FOR THE FINAL DESIGN, FABRICATION, AND INSTALLATION IN THE AMOUNT OF $80,882.70 FOR THE CITY WELCOME SIGN PROJECT.

WHEREAS, the Sacramento Area Council of Governments has allocated funding in the amount of $100,000 for the City Welcome Sign Project (Project); and

WHEREAS, staff issued a Request for Proposals on August 16, 2024, to find the most qualified consultant to provide final design, fabrication, and installation services for the Project and received three proposals by or on September 13, 2024; and

WHEREAS, after careful analysis of the proposals staff has determined Square Signs LLC, dba Front Signs to be the most qualified to provide the final design, fabrication, and installation services; and

WHEREAS, staff recommends awarding a Professional Services Agreement to the top-ranked consultant, Square Signs LLC, dba Front Signs, for final design, fabrication, and installation services for the Project; and

WHEREAS, it has been determined by the City Council that such provisions are in the public interest.

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

Section 1. CEQA: The City has performed a preliminary environmental assessment of this project and has determined that it falls within the Class 1 Categorical Exemption set forth in California Environmental Quality Act (CEQA) Guidelines sections 15301 and 15303 as the site were previously used for entrance signage, the signs replace the old signs and involve only a negligible expansion of existing use, and involves the construction of a minor new structure. Furthermore, none of the exceptions to the exemptions set forth in CEQA Guidelines Section 15300.2 apply to this project.

Section 2. The City Council of the City of Yuba City finds that Square Signs LLC, dba Front Signs is the top ranked, most qualified responsive proposer, and has demonstrated competence. The City Council finds that Square Signs LLC, dba Front Signs has the professional qualifications for the services required, availability, and can provide the services at a fair and reasonable cost. The City Council approves the “Professional Services Agreement” attached as Exhibit “A” with Square Signs LLC, dba Front Signs subject to its material terms. The City Manager is authorized to execute the same on behalf of the City and to make any non-material, technical, and clerical edits and corrections to the agreement subject to approval as to form by City Attorney.

Section 3. This Resolution shall take effect immediately.

The foregoing Resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 5th day of November 2024.

AYES:

NOES:

ABSENT:

_____
Shon Harris, Mayor

ATTEST:

_____
Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY:

_____
Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

Exhibit:

A. (Draft) Standard Agreement

EXHIBIT A

STANDARD AGREEMENT

THIS AGREEMENT, made and entered into this 5th day of November, 2024 in the State of California, County of Sutter, City of Yuba City, by and between the City of Yuba City, hereafter referred to as the City, and **Square Signs LLC, dba Front Signs**, hereafter referred to as the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements and stipulations of the City hereinafter expressed, does hereby agree to furnish to the City services and materials, as follows:

Design and installation of City Welcome Signs per City's requirements. A detailed description of items included, plans, and pricing can be seen in the attached Proposal, (Exhibit B) All contract work as listed on the attached quote shall not exceed $80,882.70 without written authorization by the City.

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

CITY OF YUBA CITY **A MUNICIPAL CORPORATION**	**SQUARE SIGNS LLC,** **DBA FRONT SIGNS**
Diana Langley City Manager	By:
	Title:
	Print:
	License No.:
	Address:

Attachments: Exhibit A – Terms and Conditions
Exhibit B – Proposal
Exhibit C – Insurance Requirements
Exhibit D – Vendor Payment Options

EXHIBIT A
TERMS AND CONDITIONS

1. The contractor detailed on the front side of this order will hereinafter be referred to as Contractor. The City of Yuba City will hereinafter be referred to as The City.
2. The contractor shall indemnify, defend and save harmless the City, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material people, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.
3. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the City.
4. The City may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the City may proceed with the work in any manner deemed proper by the City. The cost to the City shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.
5. Without the written consent of the City, this agreement is not assignable by Contractor either in whole or in part.
6. Time is of the essence in this agreement.
7. No alteration or variation of the terms or specification of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
8. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.
9. All equipment, supplies and services sold to the City shall conform to the general safety orders of the State of California.
10. The City reserves the right to withhold payment until orders completed and/or accepted by the City.
11. Sections 1771 through 1775 of the Labor Code are hereby made part of this agreement as if written in its entirety herein.
12. The Contractor and any subcontractor must be registered with the State of California Department of Industrial Relations in accordance with SB 854 and shall remain in good standing throughout the duration of the agreement. No contractor or subcontractor may be listed on a bid proposal or awarded a contract for any public works project unless registered with the Department of Industrial Relations, pursuant to Labor Code Section 1725.5. The City reserves the right to terminate this agreement or to replace the unregistered contractor for failure to maintain registered status. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Please provide registration number to ensure compliance _____.

EXHIBIT B
PROPOSAL

FRONTSIGNS
signage solutions

2024

PROPOSAL FOR CITYF WELCOME SIGN
in response to RFP #1294-RFP-24 issued by City of Yuba

SUBMITTED BY:

Square Signs LLC DBA Front Signs

Contact Person: Marina Ter-Ananyan

Address: 3520 Valhalla Drive, Burbank, CA 91505

Email: proc@squaresigns.com

Tel.: 818 290 3269

Date 9/12/2024

0

Contents

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SECTION 1. INTRODUCTORY LETTER

From: Square Signs LLC dba Front Signs
3520 Valhalla Drive,
Burbank, CA 91505
Email: proc@squaresigns.com
09/12/2024

To: Ashley Potočnik
City of Yuba City
Development Services Department
1201 Civic Center Boulevard
Yuba City, CA 95993

Dear Ashley,

Our team at Square Signs LLC (dba Front Signs) is eager to bring our expertise, resources, and commitment to this important project, ensuring that it meets and exceeds the City's expectations.

We are pleased to submit our proposal in response to the City of Yuba City's Request for Proposal (Bid No. 1294-RFP-24) for the design, fabrication, and installation of the new Yuba City Welcome Signs. We understand the significance of this project in celebrating Yuba City's natural beauty, cultural diversity, and heritage, and we are excited to contribute to such an iconic endeavor.

Our team has extensive experience in delivering high-quality signage solutions that combine aesthetic appeal, durability, and innovation. We pride ourselves on utilizing the latest materials and technologies to ensure that our signs not only enhance the visual landscape but also withstand the test of time and elements. In alignment with the winning design concept by Raveena Sroya, our proposal ensures a seamless blend of artistic creativity and technical excellence, while staying within the City's stated budget with a room left for contingency if required.

We acknowledge all the Addenda #1 and Addenda #2 associated with this RFP and have carefully considered the project requirements to provide a comprehensive proposal that meets your expectations.

Thank you for considering our company. We are excited about the potential to collaborate with you and are ready to discuss our proposal in further detail at your earliest convenience.

Sincerely,

Gevorg Hambardzumyan
CEO
Square Signs LLC dba Front Signs

SECTION 2. QUALIFICATIONS AND EXPERIENCE

General Company Information

Square Signs LLC dba Front Signs (hereinafter referred to as Front Signs) is a Los Angeles-based sign company founded in 2016. It has C-45 Sign Contractor License and is DIR registered.

Front Signs provides comprehensive B2B and B2C sign-making services, starting from sign design and 3D rendering to manufacturing, installation and maintenance, as well as permitting services for the signs. Front Signs also provides large format printing services (both on soft and rigid materials), as well as cutting and engraving services.

The range of Products includes Channel Letters, Lobby Signs, Monument Signs, Store Signs, Stadium and Arena Signs, Banners, Wall and Window Decals, Yard and Real Estate Signs, etc.

3D Signs & Letters

Reverse Channel Letters

Aluminum Signs

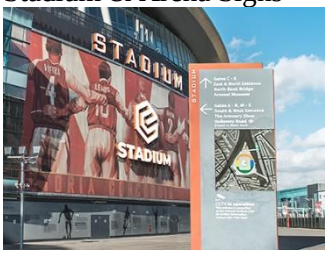
Acrylic Signs

Monument Signs

Pylon Signs

Marquee Signs

Stadium & Arena Signs

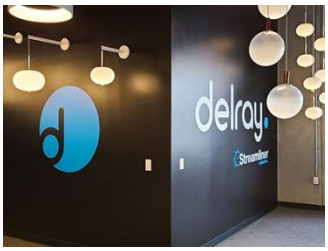


Banners

Wayfinfing Signage

Wall and Window Decals

Car Wraps and Magnets



Plant and Equipment

The show room and the plant are located at the address of 3520 Valhalla Drive, Burbank, California. The facility (approx. 25,000 square feet area) is equipped with the latest technology in the industry. From CNC and laser millers to UV printers, Front Signs has got everything required for producing superb indoor and outdoor signs and banners of any complexity.

Front Signs has the latest and most advanced technology and equipment, craftsmen and cutting-edge tools necessary to create products in the exact size, shape, color, design and to meet the specific requirements set forth by its customers. The Services offered by Front Signs include 3D Signage Rendering, Cutting and Engraving, Large Format Printing, Manufacturing and Installation, Permitting, Sign Painting, Sign Repair and Replacement. The range of Products includes Channel Letters, Lobby Signs, Monument Signs, Store Signs, Stadium and Arena Signs, Banners, Wall and Window Decals, Yard and Real Estate Signs, etc. The company owns the following list of equipment, which is fully available for use on the proposed work as required.

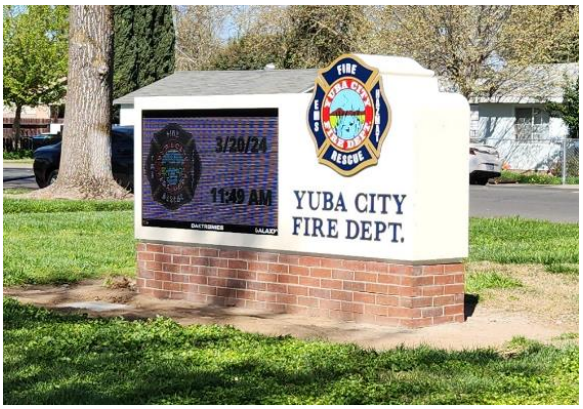
Quantity	Name, Type and Capacity	Condition
2	Flatbed Printer, Mimaki UJV55-320	new
1	Large Format Printer, Mimaki, JFX200-2513	new
1	Large Format Printer, Mimaki, JFX200-2513EX	new
1	Cutting Plotter, Mimaki EG-160 FXII	new
1	Automatic Grommet Machine (7/16”)	new
1	Hot Laminator, 1700-F1	new
1	Kinco	new
1	Channel Sander, CS-1 CS20020	new
1	Channel Bender, SDS Automation, Super Channel Bender SXP, 21723-SXP	new
1	Channel Bender, Vari Signs, VAM-S40	new
1	Channel Trimmer, SDS Automation ETM-350 21121-ETJ	new
1	Channel Stitcher, SDS Automation, S-25-SAW, BA-51450	new
1	Laser Engraving Machine, 1325, XS1610018G, working area 1300mm x 2500mm, 180 W.	new
1	CNC Machine E2-1530C, serial no: 16091200774, 14 KW	new
1	Fiber Handheld Laser Welder, Vari Signs, GY-WF1500	new
1	Air Compressor HDMC, SC-22A, 22KW 124 CFM	new
4	Compressor Tanks, Husky C602M	new
1	Drill, Ryobi DP103L	new
1	Miter Saw, Ryobi BS904G	new
1	Miter Saw, Grizzly G0555LX	new
1	Miter Saw, Dewalt DW5716	new
1	Forklift Truck, Toyota, 8FGC430	new

Our company has extensive experience in the design and fabrication of public signage, specializing in creating aesthetically pleasing, durable, and low-maintenance signs that blend creativity with technical innovation.

Project name:	Wayfinding Signage Project
Contracting Agency	Clearlake City
Contact Information	Trystan Hayes 971) 241-5895 tbartley@clearlake.ca.us
Date of Contract	August 28, 2024
Project Description	Fabrication and installation of 16 wayfinding signs in various locations
Outcome	Completed

Project name: **Yuba City Fire Station Monument Signs**
Contracting Agency Yuba City
Contact Information Fabiola Vazquez, (530) 822-4787
Date of Contract March 18, 2024
Project Description Removal of an existing marquee sign, design and installation of a Digital Monument Sign at Yuba City Fire Station No. 1

Outcome Completed

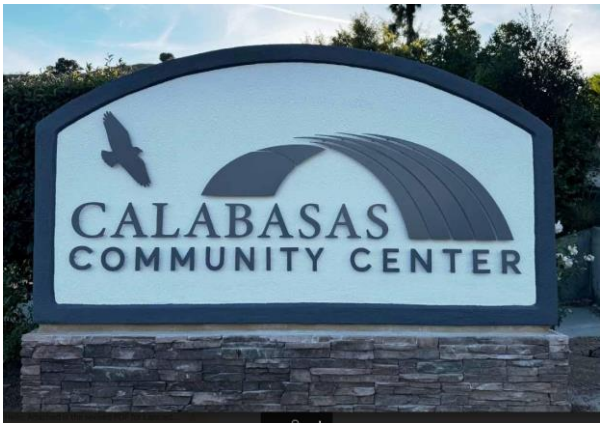


Project name: **City of Lancaster Auto Mall Dealership Pylon Signs**
Contracting Agency City of Lancaster
Contact Information Kenji Stiles
Date of Contract June 13, 2024
Project Description Construction of new Illuminated Pylon Signs with Concrete Footings, Installation of Electrical Power and controls for the new signs, Installation of new Landscaping and Irrigation

Outcome Completed

Project name:	**Multi-facility signage (8 free-standing signs)**
Contracting Agency	Tahoe City Public Utility District
Contact Information	Celeste Havener, 530 583 3796
Date of Contract	November 21, 2023
Project Description	Labor, material, tools, equipment and incidentals necessary to construct and install 9 separate signs of various sizes at 5 separate sites. Materials include concrete footings, stone veneer, wood, hardware, and signage boards. Three of the signs include lighting (scope includes city inspections)
Outcome	Completed

Project name:	**Fabrication and Installation of Monument Signs**
Contracting Agency	City of Calabasas
Contact Information	Erica Green, (818) 224-1654
Date of Contract	November 20, 2023
Project Description	Design, Fabrication and Installation of Monument Sign
Outcome	Completed



Project name: **Valley Water Main Campus Wayfinding Monument Signs**

Contracting Agency **Santa Clara Valley Water District,**

Contact Information Lowell Esposo, LEsposo@valleywater.org (408) 761-4857

Date of Contract December 19, 2023

Project Description Design, Fabrication and Installation of 5 Monument Sign

Outcome Completed

Project name: **County Welcome Monument Sign on Foothill**

Contracting Agency Los Angeles County Public Works

Contact Information Steven Gutierrez, SGutierrez@dpw.lacounty.gov (626) 300-3233

Date of Contract November 15, 2022

Project Description Monument panels to include programming time to match original project spec, (3) rolled steel panels, laser cut metal graphics, welded baseplates with bolt holes, SMU columns, 4”-8” river rock granitic in origin and white with black or brown in color, custom hand painted metal city logos, and hardware. Installation of monument at Foothill Boulevard & Pennsylvania Avenue, La Crescenta CA 91214

Outcome Completed

Project name **District56 Signage Project (FM2106)**
Contracting Agency **City of Elk Grove**
Contact Information Travis Williams, twilliams@elkgrovecity.org 530-718-0267
Date of Contract March 2,2022
Project Description District 56 Signage Project, which included site condition assessment and survey, design, fabrication and installation of 5 monument signs (illuminated and nonilluminated), as well as production of shop drawings, engineering drawings, building permit, inspections, as built drawings
Outcome Completed

Project name: **City of West Covina Signage with Electronic Displays**
Contracting Agency **City of West Covina**
Contact Information Mike Cresap, MCresap@westcovina.org 909 224 8657
Date of Contract June 12, 2022
Project Description Survey, assessment of conditions, demolition of old signs, design, fabrication and installation of new signage including electronic message boards, permits, inspection
Outcome Completed

Project name:	**Welcome Monument Signs**
Contracting Agency	City of Milpitas
Contact Information	Michael Runchey, mrunchey@milpitas.gov (669) 308-6895
Date of Contract	April 22, 2024
Project Description	Upgrade of an existing monument sign, fabrication of logo and sign copy, installation in two various locations in the City of Milpitas
Outcome	Completed

Above list is selective, for complete portfolio visit www.frontsigns.com

SECTION 3. PROJECT UNDERSTANDING AND APPROACH

Scope of Works

The project involves the final design, fabrication, and installation of two Welcome Signs, which will incorporate the winning design concept provided by Yuba City. Our approach includes the following steps:

Step 1. Project Kick-Off Meeting and Mobilization
After Contract is executed, either virtual or in-person project kick-off meeting will be organized so that teams on both sides have the chance to meet, discuss the goals and expected project results, agree on important milestones, communication methods, etc.

Step 2. Project Schedule
After the kick-off meeting, the Project Manager will finalize the Project Schedule to ensure it incorporates all the work items and will submit it for review and approval by the City. Once approved, it will become the document used to measure and monitor the performance of a project to ensure it remains within the approved scope and time.

Step 3. Site Survey
Site survey will be organized to verify all the conditions on site.

Step 4. Development of Concept and Design Drawings
After verification of all conditions and dimensions, the Design Team will provide detailed design drawings and renderings. This step is important to verify that the entire job is accurate and per the requirements of the City. Once drawings are approved, a package for obtaining a building permit will be prepared and submitted to the corresponding authorities for review and issuance of the building permit. **Please note that the current Project Proposal already includes a Conceptual Design, however, we will change, refine, and finalize the design to incorporate any required adjustments by the City.**

Step 5. Samples, Fabrication, Screen Manufacturing
While a permit is being issued, Front Signs will provide samples for approval of materials, colors, hardware, etc.

Step 6. Mobilization and Installation
Installation works will be organized based on Project Schedule. Daily activities will be coordinated with City officials to schedule installation with minimal disruption to public spaces. We will ensure all installations comply with local regulations, safety standards, and accessibility requirements. Daily progress reports will be provided.

Key Milestones and Processes

- ✓ **Project Kick-off Meeting**
- ✓ **Site Survey**
- ✓ **Design Development**
- ✓ **City Review and Approval**.
- ✓ **Fabrication**
- ✓ **Installation**
- ✓ **Final Inspection and Handover**

Methodologies and Technologies

- ✓ **Project Management**: We will use advanced project management software to track progress and ensure that the project stays on schedule. Project Management procedures in Front Signs follow the guidelines of PMBOK by PMI (Project Management Institute).
- ✓ **Design Software**: State-of-the-art design will be employed for creating precise and high-quality signage designs.
- ✓ **Quality Control**: Implementing rigorous quality control processes at every stage to ensure compliance with industry standards and City requirements.

SECTION 4. PRELIMINARY CONSTRUCTION CONCEPT RENDERING

Below is a preliminary rendering of the proposed signs. The rendering includes details on materials, dimensions, and potential lighting features. The design will incorporate durable, pressure-washable materials and architectural elements ensuring that the signs align with City branding.

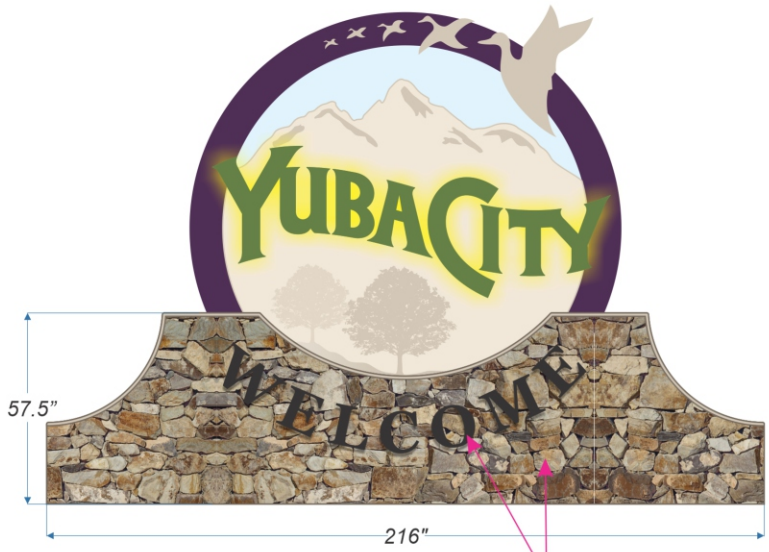
See the following pages.

OPTION 3

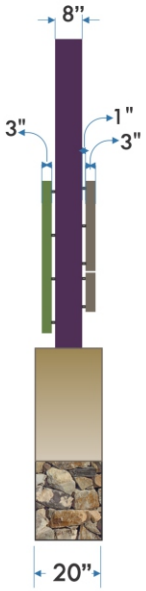
Double-sided Aluminum Sign on top of existing Monument Structure w/ Backlit Channel Letters

Front

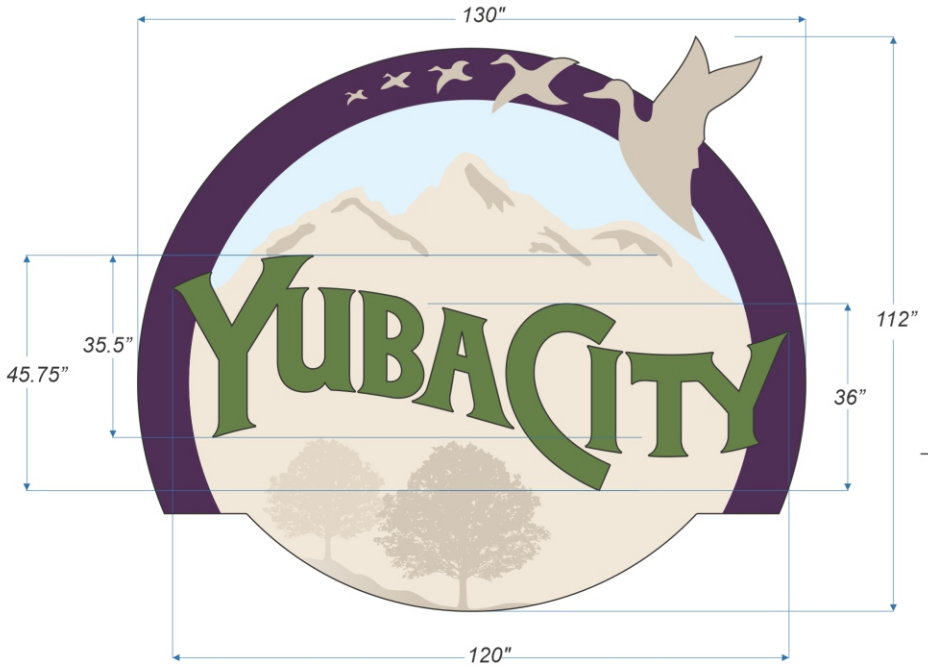
Front View

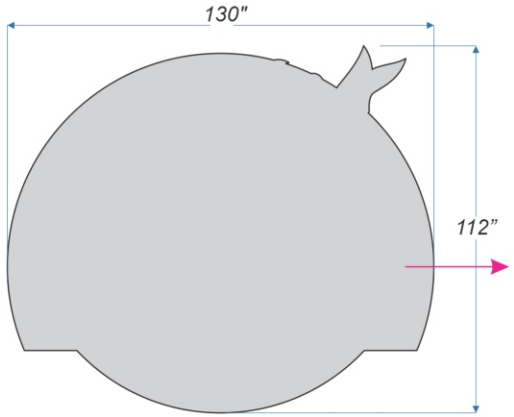


Side View



Existing Structure & Letters

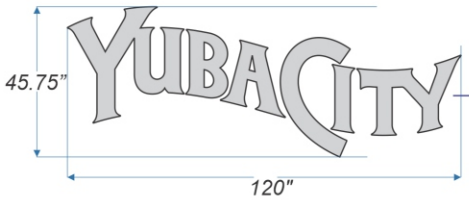




Non-Illuminated
Aluminum Contour Cut Sign

0.063" Powder Coated Aluminum w/
Double-sided Adhesive Vinyl Overlay

130" W x 112" H x 8" D
Qty: 1



Backlit Channel Letters
Front/Return:
0.063" Powder Coated Aluminum
Back: 3/16" Clear Polycarbonate (Lexan)
Light Temperature: RGB LEDs

120" W x 45.75" H x 3" D
Qty: 1

FRONTSIGNS
signage solutions

3520 Valhalla Dr
Burbank, CA,91505
844-833-1188
hello@frontsigns.com
https://www.frontsigns.com

Contractors Lic. #C45-1053708
Underwriters Laboratories # E508823

Once you approve the digital proof for your project, we are not responsible for any misspellings, typos or mistakes that occurred in your final product. Errors that we are not responsible for include, but are not limited to: any spelling, graphics, grammar, punctuation, alignment mistakes that are approved by the customer.

Description

OPTION 3

Double-sided Aluminum Sign on top of existing Monument Structure w/ Backlit Channel Letters

FRONTSIGNS
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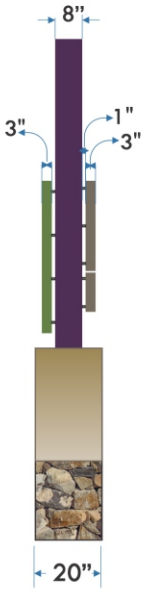
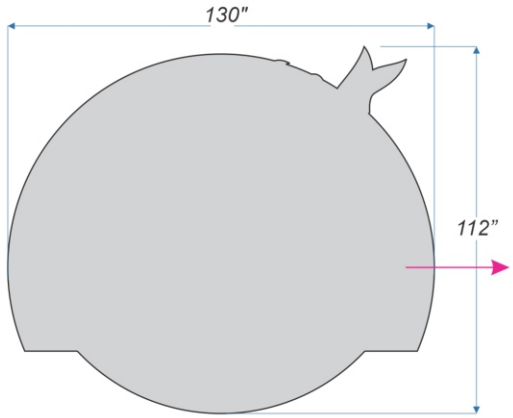
Description

Back

Back View

Side View





Non-Illuminated
Aluminum Contour Cut Sign

0.063" Powder Coated Aluminum w/
Double-sided Adhesive Vinyl Overlay

130" W x 112" H x 8" D
Qty: 1

Backlit Channel Letters
Front/Return:
0.063" Powder Coated Aluminum
Back: 3/16" Clear Polycarbonate (Lexan)
Light Temperature: RGB LEDs

84.375" W x 17.375" H x 3" D
Qty: 1

OPTION 3

OPTION 3

OPTION 3

FRONTSIGNS
signage solutions

Contractors Lic.
#C45 - 1053708

Underwriters Laboratories
E508823

15101 Keswick Street,
Los Angeles, CA, 91405
844-833-1188

hello@frontsigns.com
https://www.frontsigns.com

OPTION 3

SECTION 5. SCHEDULE

Based on the Scope of Work outlined in the RFP, we propose the following Scope of Services to ensure a successful and efficient completion of the project

Project Kickoff & Planning	Design Development, Permitting and Compliance	Fabrication	Removal & Installation	Training, Inspection & Close-Out
• Initial Consultation • Site Survey • Needs Assessment	• Design Review • Final Design Approval • Permits	• Approval of Samples • Fabrication	• Logistics Planning • Site Preparation • Removal works • Installation	• Inspection • Training • Close-out Documentation

Below is a realistic schedule that includes key deliverables, milestones, and tasks:

Milestone/Task	Deliverable	Timeline
1. Project Kickoff	Kickoff Meeting Agenda and Minutes	2 days
2. Site Survey & Assessment	Site Survey Report	2 days
3. Design Review	Design feedback from the City	5 days
4. Design Approval and Permit	Approved Design Documents/Permit	7 days
5. Fabrication	Completed Signage Fabrication	54 days
6. Installation	Completed Installation	4 days
7. Final Inspection	Inspection Finaled	1 day

In case of award, detailed project schedule with work breakdown structure, activity start, end dates and durations will be presented in form of a Ghantt Chart.

SECTION 6. CONFLICT OF INTEREST

We affirm that Square Signs LLC dba Front Signs has no financial, business, or other relationships with the City that may have any impact on the selection process for this project. We are committed to maintaining the highest standards of integrity and transparency, and we assure the City that there are no conflicts of interest that would affect our ability to execute this project impartially and professionally. Additionally, we have no financial interest in any construction company that may submit a bid for this project.

SECTION 7. REFERENCES

Feel free to reach out for references from any of the contact persons listed in Section 2. Qualifications and Experience. Additional references can be requested from below agencies.

Project name	City of Lancaster Auto Mall Dealership Pylon Signs
Owner (name, address, email, phone number);	**City of Lancaster**, 65 Civic Avenue, Pittsburg, CA 94565
Project and/or construction manager	Kenji Stiles, kstiles@cityoflancasterca.gov 661.945.6883

Project name	Palm Springs International Airport LED Signs
Owner (name, address, email, phone number);	City of Palm Springs, 3200 E Tahquitz Canyon Way, Palm Springs, CA 92262
Project and/or construction manager	Nikki Gomez, Nikki.Gomez@palmspringsca.gov 760.422-9581

Project name	Yuba City Fire Station Monument Signs
Owner (name, address, email, phone number);	**City of Yuba City**, 1201 Civic Center Boulevard Yuba City, CA 95993
Project and/or construction manager	Fabiola Vazquez, fvazquez@yubacity.net (530) 822-4787

Project name	City of West Covina Signage with Electronic Displays
Owner (name, address, email, phone number);	**City of West Covina,** 1444 W Garvey Ave S, West Covina, CA 91790, (626) 939-8400
Project and/or construction manager	Mike Cresap, MCresap@westcovina.org 9092248657

SECTION 8. REQUIRED ATTACHMENTS

See the following pages

BID PROPOSAL

PROPOSAL TO THE PUBLIC WORKS DEPARTMENT

FOR THE CONSTRUCTION OF
CITY WELCOME SIGNS
RFP NO. 1294-RFP-24

BIDDER NAME: GEVORG HAMBARDZUMYAN

TITLE: CEO

SIGNATURE:

BUSINESS NAME: SQUARE SIGNS LLC DBA FRONT SIGNS

BUSINESS ADDRESS: 3520 VALHALLA DRIVE, BURBANK, CA 91505

BUSINESS PHONE: 818 290 3269

LICENSE NO: 1053708 CLASSIFICATION(S): C45

Bids are submitted for the entire work. The amount of the bid, for comparison purposes, will be the total of all items. The total of unit basis items will be determined by extension of the item price on the basis of the estimated quantity set forth for the item.
The bidder shall set for each item of work, in clearly legible figures, an item price and a total for the item in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the item price bid on the basis of the estimated quantity for the item.
In case of discrepancy between the item price and the total set forth for the item, the item price shall prevail; provided, however, if the amount set forth as an item price is ambiguous, unintelligible or uncertain for any cause or is omitted, or in the case of unit basis items is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail in accordance with the following:

1) As to lump sum items, the amount set forth in the "Total" column shall be the item price.

2) As to unit basis items, the amount set forth in the "Total" column shall be divided by the estimated quantity for the item and the price thus obtained shall be the item price.

If this proposal shall be accepted and the undersigned shall fail to enter into the contract and to furnish the two bonds in the sums to be determined as aforesaid with surety satisfaction to the City of Yuba City, within fifteen (15) days, not including Sundays and legal holidays, after the bidder has received notice from the Director of Public Works that the contract has been awarded, the City of Yuba City may, at its option, determine that the bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the City of Yuba City.

The undersigned, as bidder, declares that he/she has received Addendum Nos. 1, 2, ____, ____, ____, ____, ____.

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein, that this proposal is made without collusion with any other person, firm, or corporation, and in submitting this proposal the undersigned bidder agrees that if it is determined that he is the successful

bidder, he will execute the attached non-collusion affidavit, that he has carefully examined the location of the proposed work, the annexed proposed form of contract, and the plans therein referred to, and he proposes and agrees, if this proposal is accepted, that he will contract with the City of Yuba City in the form of the copy of the contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that he will take in full payment therefor the following item prices, to wit:

BID ITEM LIST

Item No.	Item Description	Estimated Quantity	Unit	Unit Price ($/Unit)	Amount ($)
1	Welcome sign design (Includes drawings, details, and specifications as necessary to facilitate construction.)	1	LS	$2,700.00	$2,700.00
2	Electrical work (Includes disconnect and/or reconnect of existing electrical line, installation of all new conduits, conductors, and hardware as necessary to ensure that the sign(s) are fully functional and illuminated.)	1	LS	$2,400.00	$2,400.00
3	Installation of Welcome Signs (Includes all modifications necessary to facilitate installation of the new signs.)	2	EA	$37,891.35	$75,782.70

EXHIBIT C
INSURANCE REQUIREMENTS FOR MOST CONTRACTS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors. Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL)**: CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than **$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability: C**overing any auto, or if Contractor has no owned autos, hired, and non-owned autos, with limit no less than **$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease. If Contractor has no employees for the purposes of this Agreement, Contractor shall sign the "Certificate of Exemption from Workers' Compensation Insurance" which is attached hereto as Exhibit G.
4. **Professional Liability (Errors and Omissions):** Insurance appropriates to the Contractor's profession, with limit no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate. *(If applicable – see footnote next page)*

If the contractor maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the contractor.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The Entity, its officers, officials, employees, and volunteers are to be covered as insured on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in

connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except after thirty (30) days' prior written notice (10 days for non-payment) has been given to the Entity.

Waiver of Subrogation

Contractor hereby grants to Entity a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Entity by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Entity. The Entity may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the Entity.

Verification of Coverage

Contractor shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Entity reserves

the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Note: *Professional liability insurance coverage is normally required if the Contractor is providing a professional service regulated by the state. (Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc.). However, other professional Contractors, such as computer or software designers, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk management or insurance advisor.*

EXHIBIT D
Vendor Payment Options

The City of Yuba City currently participates in an electronic bill pay program. The Control Pay Advanced program offered through Commerce Bank is an automated accounts payable solution. Commerce Bank enrolls City vendors in the program. Once enrolled, the Finance Department will send weekly electronic accounts payable files using the standard industry Automated Clearing House (ACH) technology, to Commerce Bank listing all information regarding the payment to the vendor. Commerce Bank will then process the accounts payable file and transmit electronic payments to those vendors in the program through Visa instead of the City processing individual checks and sending by mail. Vendors will receive the funds in their bank account within 24-48 hours.

Does your company accept Visa payment for invoices? _____ YES _____ NO

AUTHORIZED SIGNER:

By:_____

Title:_____

CITY OF YUBA CITY
STAFF REPORT

Date: November 5, 2024
To: Honorable Mayor & Members of the City Council;
From: Development Services Department
Presentation By: Doug Libby, Deputy Director of Development Services

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Summary

Subject: Zoning Code Amendment (ZC) 24-01; Updating the development standards for accessory dwelling units (ADUs) and junior accessory dwelling units (JADUs) for consistency with State law

Recommendation: A. Conduct a Public Hearing; then

B. Introduce an Ordinance of the City Council of the City of Yuba City repealing, relacing, and renaming Section 8-5005 to Accessory Dwelling Units and Junior Accessory Dwelling Units, adopt a CEQA finding under Public Resources Code section 21080.17, and waive the first reading

Fiscal Impact: No direct fiscal impact will result from amending the Municipal Code to revise the standards discussed.

Purpose:

To update the standards regulating the development of accessory dwelling units (ADUs) and junior accessory dwelling units (JADUs) to bring the municipal code consistent with State law.

Council's Strategic Goal:

This Ordinance update does not directly meet one of the Council's strategic goals; however, it will help meet the City's Regional Housing Needs Allocation for more housing.

Background:

Staff periodically brings forward recommended code revisions to incorporate statutory and miscellaneous changes for consideration to keep the Zoning Code contemporary for the City's needs and consistent with State law.

Over the last several years, the legislature has regularly amended the requirements governing the development of Accessory Dwelling Units ("ADUs") and Junior Accessory Dwelling Units (JADU's") statewide to make them easier to construct as an affordable housing option.

An ADU means an attached or a detached residential dwelling unit that provides complete independent living facilities for one or more people and is located on a lot with a proposed or existing primary residence. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on

the same parcel as the single-family or multifamily dwelling is or will be situated. An accessory dwelling unit also includes the following:

(1) An efficiency unit.
(2) A manufactured home, as defined in Section 18007 of the Health and Safety Code.

A JADU means a unit that is no more than 500 square feet in size and contained entirely within a single-family residence. A junior accessory dwelling unit may include separate sanitation facilities or may share sanitation facilities with the existing structure. (Government Code § 66313(a) and (d).

The City last updated its ADU/JADU requirements in the spring of 2022 by adoption of Ordinance 06-22. Proposed revisions are designed to bring the City Municipal Code current with changes, approved by the legislature and signed into law by the Governor since the City's last update. The City's ADU/JADU regulations are codified at Yuba City Municipal Code Section 8-5.5004.

The Planning Commission conducted a Public Hearing on this matter on October 9, 2024. No public comments were received. One of the issues considered by the Planning Commission was whether to reduce the maximum size of ADUs from 1,200 sq. ft. to 850 sq. ft. for ADUs having one bedroom or 1,000 sq. ft. for ADUs having more than one bedroom, as allowed by State law. By a 3-2 vote (2-members absent, excused) the Planning Commission recommended maintaining the current maximum allowed size of ADUs of 1,200 sq. feet and recommended approval of the attached ordinance to the City Council.

Analysis:

Proposed revisions to the current ADU/JADU ordinance will bring the Municipal Code consistent with State law and consolidate requirements, where possible, into a single table for easier reference for the public and city staff alike. A summary of the changes is provided below.

- Jurisdictions may no longer require a discretionary permit to establish an ADU/JADU. As a result, the City's current zoning clearance requirement is proposed to be eliminated by updating the land use tables in the Zoning Code for applicable zone districts.

- ADUs/JADUs may now be established in all zone districts that allow a dwelling unit. In addition to R-1, R-2 and R-3 Districts, ADUs may also be developed in commercial and industrial districts where a dwelling unit has been lawfully established including any lot where a legal nonconforming dwelling exists.

- Clarify that an attached ADU shall be located within, a proposed or existing primary dwelling, including attached garages, storage areas or similar uses, or an accessory structure. An accessory dwelling unit is considered solely within the existing or proposed space of another structure if it includes an expansion of not more than 150 square feet beyond the same physical dimensions of the existing structure, as long as that expansion beyond the physical dimensions of the existing structure is only for accommodating ingress and egress and does not exceed 16 feet in height.

- A detached ADU must be located on the same lot as the proposed or existing primary dwelling,

including detached garages.

- The Statute and current Municipal Code provide for a maximum ADU size of 1,200 square feet. State law includes a provision allowing jurisdictions to limit the size of ADUs to 850 square feet for one-bedroom units and 1,000 square feet when more than one bedroom is proposed. A reduced size can be desirable because ADUs are not required to adhere to a zone district's maximum percent lot coverage requirement. Taking into consideration smaller urban lots that can be significantly covered by a home, and subsequently developed with accessory structures (patio covers, sheds, covered BBQs, etc.), this can result in lots being significantly covered with structures, leaving little onsite open space. This scenario is further exacerbated when multiple adjacent lots develop similarly. The Planning Commission considered this issue at its October 9, 2024, meeting and recommended maintaining the current 1,200 sq. ft. size limit.

- Attached ADUs will continue to be limited to 50 percent of the floor area of an existing or proposed primary home. Based on the Planning Commission's recommendation, attached ADUs will be limited to the lesser of 50 percent of the floor area of an existing or primary home, up to 1,200 sq. feet.

- Clarify that in multifamily dwellings, ADUs/JADUs are allowed within the portions of an existing multiple-family residential structure that is not used as livable space, including, but not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages. The space must be converted to a livable space and granted a certificate of occupancy.

Environmental Considerations:

Updating the Municipal Code to revise the City's ADU standards to bring them consistent with State law, implementing the provisions of the Government Code is not subject to the provisions of the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21080.17. Therefore, environmental review is not required.

Fiscal Impact:

No direct fiscal impact will result from updating the Municipal Code to revise the standards regulating the development of ADUs or JADUs. Existing budgeted monies are paying for staff's time to address this matter.

Alternatives:

None. To be consistent with legislative changes signed into law by the Governor regarding the development of ADUs and JADUs, an update to the Municipal Code is required.

Recommendations:

A. Conduct a Public Hearing; then

B. Introduce an Ordinance of the City Council of the City of Yuba City Finding the project is not subject to environmental review pursuant to Public Resources Code Section 21080.17 and the City Council

approve Zoning Code Amendment 24-01; to repeal and replace the current standards for the development of accessory dwelling units and junior accessory dwelling units and update applicable zoning code land use tables for consistency with State law by title only and waive the first reading.

Attachments:
1. Proposed Ordinance

Prepared By:	Submitted By:
Doug Libby, AICP	Diana Langley
Deputy Development Services Director	City Manager

ATTACHMENT 1

ORDINANCE NO. ___

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF YUBA CITY REPEALING, REPLACING, AND RENAMING SECTION 8-5.5004 TO ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS, AND UPDATING THE ZONING CODE USE TABLES

WHEREAS, on March 15, 2022, the City Council of the City of Yuba City adopted Ordinance No. 006-22, codifying regulations of accessory dwelling units and junior accessory dwelling units into Yuba City Municipal Code Section 8-5.5004, as required by then-Government Code Section 65852.2 and 65852.22; and

WHEREAS, State law was substantively amended subsequent to the adoption of Ordinance No. 006-22, and effective March 25, 2024, recodified as Chapter 13 (Accessory Dwelling Units) of Division 1 (Planning and Zoning) of Title 7 (Planning and Land Use) of the Government Code, beginning with Section 66310, with the exception of Government Code Section 65852.27. The changes in State law require updates to City Municipal Section 8-5.5004; and

WHEREAS, the updated ordinance also require the zoning code use tables be updated for the zones where accessory dwelling units and junior accessory dwelling units will be permitted by right; and

WHEREAS, the Planning Commission considered this ordinance pursuant to a noticed public hearing at its meeting on October 9, 2024, and made a recommendation to the City Council for adoption of the same; and

WHEREAS, after consideration of all information before it, the City Council now desires to adopt an updated ordinance for accessory dwelling units and junior accessible dwelling units.

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

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

SECTION 2. CEQA. The City Council finds and determines that the adoption of an ordinance regarding accessory dwelling units and junior accessory dwelling units in a single-family or multifamily residential zone to implement the provisions of Government Code Section 66310 et seq. is exempt from CEQA review pursuant to Public Resources Code Section 21080.17. Therefore, the proposed ordinance does not require any environmental review under CEQA.

SECTION 3. Section 8-5.8002 of Article 80 (Definitions) of Part VI (Glossary) of Chapter 5 (Zoning) of Title 8 (Zoning) of the Yuba City Municipal Code is amended to read in its entirety as follows:

Sec. 8-5.8002. - Accessory dwelling unit.

See Section 8-5.5004(b).

SECTION 4. Section 8-5.8029 of Article 80 (Definitions) of Part VI (Glossary) of Chapter 5 (Zoning) of Title 8 (Zoning) of the Yuba City Municipal Code is amended to read in its entirety as follows:

Sec. 8-5.8029. - Junior accessory dwelling unit.

See Section 8-5.5004(b).

SECTION 5. Section 8-5.5004 (Accessory Dwelling Units) of Article 50 (Specific Standard for Residences, Residential Accessory Buildings and Uses, and Related Uses) of Part III (Special Provisions) of Chapter 5 (Zoning) of Title 8 (Planning and Zoning) of the Yuba City Municipal Code is hereby repealed in its entirety and replaced with the following:

Sec. 8-5.8004. - Accessory dwelling units.

(a) *Purpose.* This section is intended to implement the provisions of Government Code Section 66310 et seq.

(b) *Definitions.* The following definitions apply to this section. In the event of conflict or inconsistency with Government Code Section 66313, including any amendments or successor statutes thereto, the state law shall govern.

(1) "Accessory dwelling unit" means an attached or a detached residential dwelling unit that provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residence. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family or multifamily dwelling is or will be situated. An accessory dwelling unit also includes the following:

(i) An efficiency unit.

(ii) A manufactured home, as defined in Section 18007 of the Health and Safety Code.

(2) "Accessory structure" means a structure that is accessory and incidental to a dwelling located on the same lot.

(3) "Efficiency unit" has the same meaning as defined in Section 17958.1 of the Health and Safety Code.

(4) "Junior accessory dwelling unit" means a unit that is no more than 500 square feet in size and contained entirely within a single-family residence.

A junior accessory dwelling unit may include separate sanitation facilities, or may share sanitation facilities with the existing structure.

(5) "Livable space" means a space in a dwelling intended for human habitation, including living, sleeping, eating, cooking, or sanitation.

(6) "Living area" means the interior habitable area of a dwelling unit, including basements and attics, but does not include a garage or any accessory structure.

(7) "Multifamily dwelling" means a structure containing two or more attached primary dwelling units, not including accessory dwelling units or junior accessory dwelling units. Multiple detached single-family dwellings on the same lot are not a multifamily dwelling.

(8) "Nonconforming zoning condition" means a physical improvement on a property that does not conform to current zoning standards.

(9) "Objective standards" means standards that involve no personal or subjective judgment by a public official and are uniformly verifiable by reference to an external and uniform benchmark or criterion available and knowable by both the development applicant or proponent and the public official prior to submittal.

(10) "Passageway" means a pathway that is unobstructed clear to the sky and extends from a street to one entrance of the accessory dwelling unit.

(11) "Proposed dwelling" means a dwelling that is the subject of a permit application and that meets the requirements for permitting.

(12) "Public transit" means a location, including, but not limited to, a bus stop or train station, where the public may access buses, trains, subways, and other forms of transportation that charge set fares, run on fixed routes, and are available to the public.

(13) "Single-family dwelling" means a structure containing no more than one primary dwelling unit, not including accessory dwelling units or junior accessory dwelling units.

(14) "Tandem parking" means that two or more automobiles are parked on a driveway or in any other location on a lot, lined up behind one another.

(c) *Accessory dwelling units and junior accessory dwelling units general requirements*. Accessory dwelling units and junior accessory dwelling units shall be subject to the provisions in this subsection.

(1) Accessory dwelling units are subject to the objective development standards of Table 8-5.5004(A). Junior accessory dwelling units are subject to the objective development standards of Table 8-5.5004(B). State exemption accessory dwelling units and junior accessory dwelling units shall be subject to the same development standards, provided that any development standard that is in conflict or inconsistent with subsection (f), below, shall not be applicable.

(2) Zoning.

a. The City shall not impose any requirement for a zoning clearance or separate zoning review or any other minimum or maximum size for an accessory dwelling unit, size based upon a percentage of the proposed or existing primary dwelling, or limits on lot coverage, floor area ratio, open space, front setbacks, and minimum lot size, for either attached or detached dwellings, that does not permit at least an 800 square foot accessory dwelling unit with four-foot side and rear yard setbacks to be constructed in compliance with all other local development standards.

b. Accessory dwelling units do not exceed the allowable density for the lot upon which the accessory dwelling unit is located.

c. Accessory dwelling units are a residential use consistent with the City's General Plan and Land Use Designation for the lot.

(3) Maximum number.

a. Single-family. For a lot with an existing or proposed single-family dwelling, no more than one accessory dwelling unit and one junior accessory dwelling unit.

b. Multifamily.

(i) For a lot with a proposed or existing multiple-family residential development, at least one accessory dwelling unit and/or junior accessory dwelling unit, but no more than a number of accessory dwelling units/junior accessory dwelling units equaling 25% of the existing dwelling units, rounded up, within the portions of the existing multiple-family residential structure that are not used as

livable space, including, but not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages; and

(ii) No more than two detached accessory dwelling units on a lot that has an existing multiple-family residential structure.

(4) Ownership and rental. The accessory dwelling unit or junior accessory dwelling unit may be rented separate from the primary dwelling. The primary dwelling unit and the accessory dwelling unit shall remain under the same ownership. The accessory dwelling unit shall not be sold separately from the primary dwelling unit, except when the accessory dwelling unit or the primary dwelling was built or developed by a qualified nonprofit corporation and meets all the requirements of Section 66341 of the Government Code, including any amendments or successor statutes thereto.

(5) Short term rental prohibited. An accessory dwelling unit or junior accessory dwelling unit shall not be rented for a period of fewer than 30 days.

(6) An accessory dwelling unit or junior accessory dwelling unit shall be used solely as a dwelling. accessory dwelling units and junior accessory dwelling units shall not be utilized as ancillary or accessory uses, including, but not limited to, events, storage, home office, gym/workout studio, and greenhouse.

(7) A trailer or any other recreational vehicle may not be maintained as an accessory dwelling unit or junior accessory dwelling unit on a residential lot.

(8) Demolition of detached garage. A demolition permit for a detached garage that is to be replaced with an accessory dwelling unit shall be reviewed with the accessory dwelling unit application and issued at the same time.

(9) Fees.

a. No impact fees, as defined in Government Code Section 66324(c)(2), shall be imposed on junior accessory dwelling units or accessory dwelling units of less than 750 square feet. Any impact fees charged for an accessory dwelling unit of 750 square feet or more shall be charged proportionately in relation to the square footage of the primary dwelling unit.

b. An accessory dwelling unit shall not be considered to be a new residential use for purposes of calculating connection fees or capacity

charges for utilities, including water and sewer service, unless the accessory dwelling unit was constructed with a new single-family dwelling.

(10) Covenant. Prior to the issuance of a certificate of occupancy for an approved accessory dwelling unit a fully-executed use covenant and restriction running with the land shall be recorded by the city with the county recorder's office, and shall include the following:

a. A declaration that the accessory dwelling unit is constructed and maintained pursuant to this chapter to and shall not be converted to or used for a non-residential use.

b. A prohibition on the sale of the accessory dwelling unit separate from the sale of the single-family residence, including a statement that the deed restriction shall be enforced against future purchasers. An accessory dwelling unit may be sold separately only if the accessory dwelling unit or the primary dwelling was built or developed by a qualified nonprofit corporation consistent with the provisions of Government Code Section 66341.

(11) A certificate of occupancy for an accessory dwelling unit or junior accessory dwelling unit shall not issue before a certificate of occupancy for the primary dwelling.

(12) The demolition of a detached garage that is to be replaced with an accessory dwelling unit shall not be required to provide written notice or post a placard for the demolition, unless the property is located within an architecturally and historically significant district.

(d) *Accessory Dwelling Units.* Accessory dwelling units are subject to the development standards in Table 8-5.5004(A).

Table 8-5.5004(A): Development Standards For Accessory Dwelling Units (ADU)

Feature	**Standard**
Permitted Zone Districts	R-1, R-2, R-3, C-O, C-1, C-2, C-3, C-M, M-1, M-2, and AH including any lot with an existing legal nonconforming dwelling.
Attached/Detached	An attached ADU shall be located within, a proposed or existing primary dwelling, including attached garages, storage areas or similar uses, or an accessory structure. An

	accessory dwelling unit is considered solely within the existing or proposed space of another structure if it includes an expansion of not more than 150 square feet beyond the same physical dimensions of the existing structure, as long as that expansion beyond the physical dimensions of the existing structure is only for accommodating ingress and egress and does not exceed 16 feet in height; or A detached ADU shall be located on the same lot as the proposed or existing primary dwelling, including detached garages.
Maximum size	850 square feet for a one bedroom ADU. 1,000 square feet when more than one bedroom is proposed. -- Attached to or within primary dwelling: 50% of the floor area of the existing or proposed primary dwelling structure[1] up to a maximum size of 850 square feet for an ADU with one bedroom, or 1,000 square feet when more than one bedroom is proposed.
Setback, Front Yard	As required by base zone district[2]
Setback, Interior Side and Rear Yard	4 feet[2] [3]
Setback, Street Side	As required by base zone district
Maximum Height[4]	-- Detached accessory dwelling unit on a lot with an existing or proposed single-family or multifamily dwelling: 16 feet -- Detached accessory dwelling unit on a lot with an existing or proposed single-family or multifamily dwelling, within ½ mile walking distance of a major transit stop or high quality transit corridor: 18 feet, with 2 additional feet to accommodate a roof pitch on the accessory dwelling unit that is aligned with the roof pitch of the primary dwelling

	-- Detached accessory dwelling unit on a lot with an existing or proposed multifamily, multistory dwelling: 18 feet -- Attached accessory dwelling unit : 25 feet or height limitation applicable to primary dwelling, whichever is lower
Minimum Lot Size	As required by base zone district
Floor area ration	As required by base zone district
Passageway	None
Parking	No more than one parking space per accessory dwelling unit. Off-street parking shall be permitted in setback areas in locations determined by the City or through tandem parking, unless specific findings are made that parking in setback areas or tandem parking is not feasible based upon specific site or regional topographical or fire and life safety conditions. Parking spaces provided by a garage, carport, covered parking structure, or uncovered parking space that is converted to an accessory dwelling units shall not be required to be replaced. Parking spaces may be provided as tandem parking on a driveway. No parking spaces are required for an accessory dwelling unit if any of the following apply: 1. The accessory dwelling unit is located within one-half mile walking distance of a public transit stop; 2. The accessory dwelling unit is located within an architecturally and historically significant structure; 3. The accessory dwelling unit is part of the proposed or existing primary residence; 4. When on-street parking permits are required but not offered to the occupant of the accessory dwelling unit; 5. When there is a car share designated pick-up or drop-off location within one block of the accessory dwelling unit;

	6. When a permit application for an accessory dwelling unit is submitted with a permit application to create a new single-family dwelling or a new multifamily dwelling on the same lot, provided that the accessory dwelling unit or the parcel satisfies any of the criteria in 1 through 5.
Multi-family dwellings	Allowed within the portions of the existing multiple-family residential structure that are not used as livable space, including, but not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages. The space must be converted to a livable space and granted a certificate of occupancy.
Landscaping	New landscaping shall comply with the City's Water Efficient Landscaping Ordinance requirements. (Section 7-18.01)
Architectural standards	The architectural design and detailing, roof material, exterior color, and finish materials of an accessory dwelling unit shall be the same as those of the primary dwelling.
Utilities	The accessory dwelling unit may be located on a lot or parcel which is served by a public sanitary sewer system. An accessory dwelling unit proposed on a lot or parcel that is not served by a public sanitary sewer system shall require approval by the county department of public health, and any other applicable agencies, of a private sewage disposal system, prior to building and safety division permit issuance. The accessory dwelling units shall obtain separate connections for all utilities, including water and sewer service.
Fire sprinklers	Not required if fire sprinklers were not required for the primary residence. The construction of an accessory dwelling unit shall not trigger the requirement for sprinklers for the primary dwelling.
Roof decks	Not permitted.

Exterior Lighting	As required by Article 58 of the Zoning Code.

[1] Including an attached garage, attached exterior storage space, or other structure that is attached to the primary dwelling, but not including the floor area of an accessory dwelling unit or junior accessory dwelling unit that is within or attached to the primary dwelling.

[2] Notwithstanding the above, no setback is required for the conversion of an existing living area, garage, or accessory structure to an accessory dwelling unit or junior accessory dwelling unit; or for a new structure constructed in the same location as an existing structure where the conversion or new construction will have the same dimensions as the existing structure.

[3] If an applicant wishes to convert an existing accessory structure to an accessory dwelling unit, and wishes to expand the physical dimensions of the existing accessory structure, the side and rear setback requirement for the expansion may be less than 4 ft. if the proposed setback would be sufficient to protect health and fire safety; provided, that the expansion shall not be more than 150 square feet beyond the physical dimensions of the existing accessory structure and the expansion shall be for the sole purpose of facilitating entrance to and exit from the accessory dwelling unit.

[4] This maximum height requirement only applies to new construction. If an accessory dwelling unit will be located completely within an existing structure, then this requirement does not apply; provided, that the existing structure either is permitted or the owner can demonstrate to the reasonable satisfaction of the City that the existing structure was built prior to January 1, 1990.

(e) *Junior Accessory Dwelling Units*. Junior accessory dwelling units shall be subject to the following additional requirements.

(1) Development Standards. Junior accessory dwelling units are subject to the development standards in Table 8-5.5004(B).

Table 8-5.5004(B): Development Standards For Junior Accessory Dwelling Units (JADU)	
Feature	**Standard**
Zoning	R-1, R-2, R-3, C-O, C-1, C-2, C-3, C-M, M-1, M-2, and AH including any lot with an existing legal nonconforming dwelling.

Maximum size	500 square feet.
Location	Must be constructed within the walls of the proposed or existing single-family residence, including existing spaces such as attached garages.
Entrance	A separate entrance from the primary dwelling shall be provided. If a proposed JADU does not include a separate bathroom, a separate entrance from the main dwelling entrance shall be provided with an interior entry to the main living area.
Setback, Front Yard	As required by base zone district.[2]
Setback, Interior Side and Rear Yard	4 feet[2] [3]
Setback, Street Side	As required by base zone district
Maximum Height[4]	Maximum height of proposed or existing primary dwelling.
Minimum Lot Size	As required by base zone district.
Efficiency kitchen	Required. An efficiency kitchen shall include (1) a cooking facility with appliances, and (2) a food preparation counter and storage cabinets that are of reasonable size in relation to the size of the junior accessory dwelling unit.
Architectural standards	The architectural design and detailing, roof material, exterior color, and finish materials of a junior accessory dwelling unit shall be the same as those of the primary dwelling.
Multifamily dwellings	Allowed within the portions of the existing multiple-family residential structure that are not used as livable space, including, but not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages. The space must be converted to a livable space and granted a certificate of occupancy.

Parking	None required.
Utilities	The junior accessory dwelling unit may be located on a lot or parcel which is served by a public sanitary sewer system. A junior accessory dwelling unit proposed on a lot or parcel that is not served by a public sanitary sewer system shall require approval by the county department of public health, and any other applicable agencies, of a private sewage disposal system, prior to building and safety division permit issuance. Junior accessory dwelling units are not required to obtain separate connections for all utilities, including water and sewer service.
Roof decks	Not permitted.
Exterior Lighting	As required by Article 58 of the Zoning Code.

(2) The city may require an inspection of the junior accessory dwelling unit, including the imposition of a fee adopted by city council resolution for that inspection, to determine if the junior accessory dwelling unit complies with the application therefor, and applicable building standards.

(3) For the purposes of any fire or life protection ordinance or regulation, a junior accessory dwelling unit shall not be considered a separate or new dwelling unit.

(4) This subsection shall not be construed to prohibit the city from requiring parking or a service or a connection fee for water, sewer, or power, that applies to a single-family residence that contains a junior accessory dwelling unit, so long as those requirements apply uniformly to all single-family residences regardless of whether the single-family residence includes a junior accessory dwelling unit.

(5) A deed restriction running with the land must be recorded which provides that the unit shall not sold separately from the primary dwelling, and that the deed restriction may be enforced against future purchasers, and a restriction of the size and attributes of the junior accessory dwelling unit the conforms with this section.

(6) Owner occupancy required. The owner must reside at the residence; they may reside in the primary residence or the junior accessory dwelling unit.

This requirement shall not apply if the owner is another governmental agency, land trust, or housing organization.

(f) State Exemption Accessory Dwelling Units and Junior Accessory Dwelling Units.

(1) All objective development standards provided for in this section shall apply to state exemption accessory dwelling units and junior accessory dwelling units to the extent they do not conflict with any provision of this subsection.

(2) Notwithstanding anything else to the contrary in the section, the City shall ministerially approve an application for a building permit within a residential or mixed-use zone to create any accessory dwelling unit or junior accessory dwelling unit that complies with the following standards (a "state exemption" accessory dwelling unit or junior accessory dwelling unit). The City's standards relating to lot coverage, floor area ratio, open space, or minimum lot size will not preclude the construction of a state exemption accessory dwelling unit or junior accessory dwelling unit. No development or design standards

a. One accessory dwelling unit and one junior accessory dwelling unit per lot with a proposed or existing single-family dwelling if all of the following apply:

(i) The accessory dwelling unit or junior accessory dwelling unit is within the proposed space of a single-family dwelling or existing space of a single-family dwelling or accessory structure and may include an expansion of not more than 150 square feet beyond the same physical dimensions as the existing accessory structure. An expansion beyond the physical dimensions of the existing accessory structure shall be limited to accommodating ingress and egress.

(ii) The space has exterior access from the proposed or existing single-family dwelling.

(iii) The side and rear setbacks are sufficient for fire and safety.

(iv) The junior accessory dwelling unit complies with the requirements of subsection (e), above.

b. One detached, new construction, accessory dwelling unit that does not exceed four-foot side and rear yard setbacks for a lot with a proposed or existing single-family dwelling. The accessory dwelling unit may be combined with a junior accessory dwelling unit described in paragraph (1). A local agency may impose the following conditions on the accessory dwelling unit:

(i) A total floor area limitation of not more than 800 square feet.

(ii) A height limitation as provided in Tables 8-5.5004(A) and (B), as applicable.

c. Multifamily dwellings.

(i) Multiple accessory dwelling units are allowed within the portions of existing multifamily dwelling structures that are not used as livable space, including, but not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages, if each unit complies with state building standards for dwellings

(ii) Not more than 8 detached accessory dwelling units on a lot with an existing multifamily dwelling; however, the number of allowable accessory dwelling units shall not exceed the number of existing units on the lot, subject to the height limitations provided in Table 8-5.5004(A), and rear and side setbacks of at least four feet.

(iii) Not more than two detached accessory dwelling units on a lot with a proposed multifamily dwelling, subject to a height limitation pursuant to Table 8-5.5004(A), as applicable, and rear yard and side setbacks of at least four feet.

(iv) If the existing multifamily dwelling has a rear or side setback of less than four feet, modification of the existing multifamily dwelling shall not be a condition for approving the application to construct an accessory dwelling unit that satisfies the requirements of this subsection (c)

(4) Correction of nonconforming zoning conditions shall not be required.

(5) The installation of fire sprinklers shall not be required in an accessory dwelling unit if sprinklers are not required for the primary residence. The construction of an accessory dwelling unit shall not trigger a requirement for fire sprinklers to be installed in the existing multifamily dwelling.

(6) A state exemption accessory dwelling unit or junior accessory dwelling unit shall not be used as a short-term rental, in accordance with section 17.02.026 (Short-term Rentals and Advertisement of Short-Term Rentals).

(7) Any accessory dwelling unit that shall be connected to an onsite wastewater treatment system must provide, as part of its application, a percolation test completed within the last five years, or, if the percolation test has been recertified, within the last 10 years.

(8) A new or separate utility connection directly between a state-exemption accessory dwelling unit and the utility shall not be required, or a related connection fee or capacity charge imposed, unless the accessory dwelling unit was constructed with a new single-family dwelling, or upon separate conveyance of the accessory dwelling unit pursuant to Section 66342 of the Government Code.

(g) *Accessory Dwelling Unit and Junior Accessory Dwelling Unit Approval Process*.

(1) Accessory dwelling units and/or junior accessory dwelling units, either attached or detached, which adhere to the standards in this section shall be approved or denied ministerially by the Development Services Department prior to issuance of a building permit.

(2) An application to create or serve an accessory dwelling unit or junior accessory dwelling unit on a lot with an existing dwelling that meets all applicable standards described in this chapter shall be approved or denied ministerially within 60 days after the City receives a completed application, without need for a hearing and notwithstanding any ordinance regulating the issuance of variances or special use permits. If the completed application is submitted with a permit application to create a new single-family or multifamily dwelling on the lot, the completed application may be delayed until the single-family or multifamily dwelling application is acted upon.

a. If denied, the City shall provide a full set of comments to the applicant with a list of items that are deficient and a description of how the application can be remedied.

b. If an applicant requests a delay, the 60-day time period may be tolled for the period of the delay.

c. If the City has not approved or denied the completed application within 60 days, the application shall be deemed approved.

d. No City ordinance, policy, or regulation, other than this chapter shall be the basis for the delay or denial of a building permit or a use permit under this section.

(3) Consideration and issuance of a permit for an accessory dwelling unit or junior accessory dwelling unit shall not be conditioned on correction of nonconforming zoning conditions or building code violations, or unpermitted structures that do not present a threat to public health and safety and are not affected by the construction of the accessory dwelling unit or junior accessory dwelling unit.

(4) Any new accessory dwelling unit or junior accessory dwelling unit may not be converted to primary dwelling unit space or to any other use for a minimum of 20 years from construction.

(5) The filing fee for an accessory dwelling unit or junior accessory dwelling unit application shall be established by resolution of the city council.

(6) The City shall not deny a permit for an unpermitted accessory dwelling unit constructed prior to January 1, 2018 absent a finding that correcting the violation is necessary to protect the health and safety of the public or the occupant of the accessory dwelling unit, or if the structure is deemed substandard pursuant to Section 17920.3 of the Health and Safety Code.

(7) The city shall allow preapproval of accessory dwelling unit plans as per Section 65852.27 of the Government Code effective 1/1/2025.

SECTION 6. The following lines in Section 8-5.502 (Uses) of Article 5 (One-Family Residence District (R-1)) of Part II (Zone Districts) of Chapter 5 (Zoning) are amended to read as follows:

Uses	**Permitted[(1)]**	**Zoning Clearance[(2)]**	**Use Permit[(3)]**	**Specific Standards**
Accessory dwelling unit	**X**			Sec. 8-5.5004
Accessory dwelling unit, junior	**X**			Sec. 8-5.5004

SECTION 7. The following lines in Section 8-5.602 (Uses) of Article 6 (Two-Family Residence District (R-2)) of Part II (Zone Districts) of Chapter 5 (Zoning) are amended to read as follows:

Uses	**Permitted[(1)]**	**Zoning Clearance[(2)]**	**Use Permit[(3)]**	**Specific Standards**
Accessory dwelling unit	X			Sec. 8-5.5004
Accessory dwelling unit, junior	X			Sec. 8-5.5004

SECTION 8. The following lines in Section 8-5.702 (Uses) of Article 7 (Multiple-Family Residence District (R-3)) of Part II (Zone Districts) of Chapter 5 (Zoning) are amended to read as follows:

Uses	Permitted[(1)]	Zoning Clearance[(2)]	Use Permit[(3)]	Specific Standards
Accessory dwelling unit	X			Sec. 8-5.5004
Accessory dwelling unit, junior	X			Sec. 8-5.5004

SECTION 9. The following lines in Section 8-5.1102 (Uses) of Article 11 (Office Commercial District (C-O)) of Part II (Zone Districts) of Chapter 5 (Zoning) are added to read as follows:

Uses	Permitted[(1)]	Use Permit[(3)]	Specific Standards
Accessory dwelling unit	X		Sec. 8-5.5004
Accessory dwelling unit, junior	X		Sec. 8-5.5004
Art galleries	X		

SECTION 10. The following lines in Section 8-5.1202 (Uses) of Article 12 (Neighborhood Commercial District (C-1)) of Part II (Zone Districts) of Chapter 5 (Zoning) are added to read as follows:

Uses	Permitted[(1)]	Use Permit[(3)]	Specific Standards
Accessory dwelling unit	X		Sec. 8-5.5004
Accessory dwelling unit, junior	X		Sec. 8-5.5004
Bar/pub		X	

SECTION 11. The following lines in Section 8-5.1502 (Uses) of Article 15 (Heavy Commercial/Light Industrial District (C-M)) of Part II (Zone Districts) of Chapter 5 (Zoning) are added to read as follows:

Uses	Permitted[(1)]	Use Permit[(3)]	Specific Standards
Accessory dwelling unit	X		Sec. 8-5.5004
Accessory dwelling unit, junior	X		Sec. 8-5.5004
Auto repair (general), auto body, transmission, electrical, radiator,	X		

upholstery and similar specialized repair shops			

SECTION 12. The following lines in Section 8-5.2002 (Uses) of Article 20 (Light Industrial District (M-1)) of Part II (Zone Districts) of Chapter 5 (Zoning) are added to read as follows:

Uses	**Permitted(1)**	**Zoning Clearance(2)**	**Use Permit(3)**	**Specific Standards**
Accessory dwelling unit	X			Sec. 8-5.5004
Accessory dwelling unit, junior	X			Sec. 8-5.5004
Auto body and painting shop	X			

SECTION 13. The following lines in Section 8-2502 (Uses) of Article 25 (Agricultural Holding District (AH)) of Part II (Zone Districts) of Chapter 5 (Zoning) are amended to read as follows:

Uses	**Permitted(1)**	**Zoning Clearance(2)**	**Use Permit(3)**	**Specific Standards**
Accessory dwelling unit	X			Sec. 8-5.5004
Accessory dwelling unit, junior	X			Sec. 8-5.5004

SECTION 14. Severability. If any provision(s) of this Ordinance or the application thereof to any person or circumstances is held invalid or unconstitutional by any court of competent jurisdiction, such invalidity or unconstitutionality shall not affect any other provision or application, and to this end the provisions of this ordinance are declared to be severable. The City Council hereby declares that they would have adopted this ordinance and each section, subsection, sentence, clause, phrase, part or portion thereof, irrespective of the fact that any one or more sections, subsections, clauses, phrases, parts or portions thereof be declared invalid or unconstitutional.

SECTION 15. Submission to Department of Housing and Community Development. Pursuant to Government Code section 66326, a copy of this ordinance shall be submitted to the Department of Housing and Community Development within 60 days after adoption.

SECTION 16. Effective Date. This Ordinance shall be effective on the thirty-first day after its adoption.

This Ordinance was introduced on _____, 2024, and duly adopted by the City Council of the City of Yuba City at its duly noticed regular meeting _____, 2024, by the following vote:

AYES: Council Member(s):
NOES: Council Member(s):
ABSENT: Council Member(s):

_____
Shon Harris, Mayor
City of Yuba City

Attest:

_____
Ciara Wakefield, Deputy City Clerk
City of Yuba City

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY

_____
Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

CITY OF YUBA CITY
STAFF REPORT

Date: November 5, 2024
To: Honorable Mayor & Members of the City Council;
From: Administration Department
Presentation By: Kristi Morales , Administrative Analyst

Summary

Subject: Street Banner Policy and Program

Recommendation: Adopt a Resolution to amend the City's existing Street Banner Policy to include the Hometown Hero Banner Program guidelines

Fiscal Impact: There is no impact to the General Fund. The cost of the program is offset by the fees collected from the banner applicants

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Purpose:
To amend the Street Banner Policy and Program to incorporate guidelines for the Hometown Hero Banner Program, allowing Yuba City residents and their immediate family members who have served or are currently serving in the U.S. Armed Forces to be recognized. This initiative aims to promote civic pride and honor service members through a consistent display of banners on City streetlight poles.

Background:
At the City Council meeting on February 4, 2020, the City Council adopted the current administrative policy for the Street Banner Policy and Program. After reviewing the policy, staff is recommending a revision to create guidelines for the Hometown Hero Banner Program to ensure a consistent display and recognition of military service members.

- A red-lined version of the policy is included as an attachment to this report.

Analysis:
The proposed amendment to the Street Banner Policy and Program introduces the specific guidelines for the Hometown Hero Banner Program, which provide structure and clarity for the program's operation.

Key guidelines of the Hometown Hero Banner Program include:

- **Eligibility**
  - Honorees must be active, retired, or honorably discharged members of the U.S. Armed Forces.
  - Eligible applicants must be current Yuba City residents, graduates from a Yuba City high school, or immediate family members (spouse, parent, sibling, child, child-in-law, or

grandchild) of a current Yuba City resident.

- **Banner Locations**
  - Initially, 40 light poles on Bridge Street from Gray Avenue to Plumas Street have been designated for banner installation. Additional locations may be identified depending on the program's popularity.
  - Banner placement will be determined solely by the City on a first-come, first-served basis, ensuring equitable access for applicants.

- **Design and Material Standards**
  - Banners will be designed and produced under the City's management to ensure consistent quality. The banners must meet specific size (90" x 28") and material (16 oz. canvas or another approved durable material) standards, with reinforced hems and 4" pockets for secure installation.

- **Display Period**
  - Two separate collections of banners will be displayed for approximately 6 months:
    - Collection 1: Installed prior to Memorial Day
    - Collection 2: Intalled prior to Veterans Day
    - Banner installation will be subject to the availability of City staff and resources. Weather conditions may also affect the timing of installation and/or removal. Additionally, the banners will be available for viewing year-round as part of a slideshow on the City's website.

- **Application and Cost**
  - Applications will be accepted on a rolling basis, with the current banner cost set at $360, covering production, installation, and removal. However, this fee is subject to change in response to fluctuating costs incurred by the City. The cost for this service will be determined by the City Manager, based on the current fee schedule and any year-to-year- pricing adjustments. A waiting list will be established based on the application completion date, and all supporting documents and payments must be received and verified for an application to be considered complete.

These guidelines ensure a well-organized program with clear processes for honoring Yuba City's military service members while maintaining fairness, quality, and flexibility in managing the program over time.

Fiscal Impact:

There will be no impact to the General Fund. All costs associated with the Street Banner Program will be funded by the banner installation charges.

Alternatives:

- Do not adopt the revised Street Banner Policy and Program Guidelines
- Modify the proposed guidelines

Recommendation:
To adopt a Resolution to amend the City's existing Street Banner Policy to include the Hometown Hero Banner Program guidelines.

Attachments:
1. Attachment A: Resolution -Street Banner Policy and Program
2. Attachment B: Red- lined Street Banner Policy and Program Guidelines

Prepared By:	Submitted By:
Kristi Morales	Diana Langley
Administrative Analyst	City Manager

ATTACHMENT A

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY ADOPTING A RESOLUTION TO AMEND THE CITY'S EXISTING STREET BANNER POLICY TO INCLUDE THE HOMETOWN HERO BANNER PROGRAM GUIDELINES

WHEREAS, the City Council has established a Street Banner Policy and Program to enhance the quality of life in the community and promote civic pride through the display of banners; and

WHEREAS, the City has established the Hometown Hero Banner Program to recognize and honor Yuba City residents and their immediate family members who have served or are currently serving in the United States Armed Forces; and

WHEREAS, guidelines have now been developed to formalize and provide structure for the Hometown Hero Banner Program to ensure consistency, quality, and fairness in its operation; and

WHEREAS, the addition of the Hometown Hero Banner Program guidelines to the Street Banner Policy and Program will ensure the program is managed effectively and equitably; and

WHEREAS, the City Council has reviewed the proposed guidelines and finds them to be in the best interest of the community.

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

Approve the attached Amended Administrative Policy – Street Banner Policy and Program

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 November 5, 2024 by the following vote:

AYES:

NOES:

ABSENT:

_____
Shon Harris, Mayor

ATTEST:

_____
Cira Wakefield, City Clerk Administrator

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY

_____
Shannon Chaffin, City Attorney

ATTACHMENT B

YUBA CITY
STREET BANNER POLICY AND PROGRAM GUIDELINES

February 4, 2020

PURPOSE:

It is the goal of the City of Yuba City to design, install, and maintain improvements within public rights of way in a manner that facilitates, and does not adversely impact, the primary purpose of public rights of way, which is the safe and effective travel of vehicles, bicycles, and pedestrians on public streets and sidewalks. Consistent with this goal, when using public rights of way to communicate a City message on a sign, the City's primary purpose is to ensure that drivers, cyclists, and pedestrians are provided clear directional guidance.

Supplemental to these fundamental purposes of City rights of way, the City finds that limited spaces within the Designated Banner Areas map (Attachments 1) may be used by the City to communicate important City messages to the public, without adversely impacting the primary purposes identified above, as long as the guidelines outlined in this document are followed. To implement the use of banners within the Designated Banner Area to communicate a City message, the City Council hereby adopts the "Street Banner Program Guidelines".

GOALS:

The goals of the Street Banner Program Guidelines are as follows:

- The intent of the banner policy is to provide a venue for additional advertising space to promote community-based events co-sponsored, supported, or endorsed by the City. By creating this Banner Program, the City does not intend to create any type of public forum, and the City intends to maintain complete control over the content and design of the banners.
- To announce and publicize events that are open to the public, including special community events, cultural arts; to designate geographic areas, and market the downtown to visitors and locals alike;
- To use well-designed banners on City light poles and across City streets as an effective tool to accentuate City streetscapes and convey important City messages to the public;
- To welcome visitors to Yuba City and highlight key gateways to the area;
- To establish uniform procedures for the design, installation, maintenance, and removal of banners; and
- To limit and regulate the use of banners according to these Program Guidelines to not adversely impact the primary purposes of the use of City rights of way, which is the safe and effective travel of vehicles, bicycles, and pedestrians on public streets and sidewalks.

The Street Banner Program Guidelines shall only apply to banners located within City rights of way or City property, generally within or immediately adjacent to the City's downtown, but

not excluding other designated areas as more particularly shown on the banner location map attached hereto as (Attachment 1).

GUIDELINES:

Program Eligibility

The City, in its sole discretion, may use banners in the Designated Banner Area to promote the following:

- Community-based events endorsed, supported, or co-sponsored by the City, which are open to the public
- Designated geographical areas, or key gateways
- Holiday or annual seasons
- Cultural arts facilities open to the public
- Marketing opportunities for the downtown area
- Military/Veteran appreciation or other City-supported policy

The City will not allow banners to be used to promote any activity that is inconsistent with City policies. Banners will be disallowed as follows:

- Events that are not open to the public;
- Advertising activities or events for which the City is precluded from spending public funds (such as political campaigns or for the primary purpose of religious promotion of proselytizing);
- Advertising activities or events that are not in compliance with any local, State, or Federal law;
- Advertising activities or events that promote or permits violence or discrimination, or that is deemed offensive or divisive;
- Banners that include any image or message that is inconsistent with the Street Banner Program Guidelines.

Each authorized location for a banner within the Designated Banner Area, located on City light poles, is documented on the City banner location map. The City Manager may make written modifications to the authorized location for any banner outside the geographical area of the Designated Banner Area.

Banner Application Required

If a person (applicant) desires to assist the City in communicating a City message on a banner that is consistent with these Program Guidelines, the applicant must submit an application to the City in compliance with these Program Guidelines. No banner may be installed by any

private person within City property or a City right of way. Banners will only be installed by designated City employees or designated installer.

The City, through the City Manager, retains complete discretion to determine whether or not a particular application to communicate a particular message on behalf of the City is consistent with these Program Guidelines. If the City Manager determines that a particular message is not in compliance with these Program Guidelines, the City Manager may deny the application. The City Manager may suspend the program described in these Program Guidelines at any time by providing public notice to the City Council.

Application Submittal Requirements

- The following information shall be submitted as part of an applicant's application to demonstrate compliance with the provisions of these street banner program guidelines:
    - A completed banner application form;
    - The name of the organization requesting the permit (the "applicant"), and the name, mailing address, email address, and telephone number of the person authorized to act on behalf of the applicant;
    - A proposed schedule for installing and removing the banners;
    - The number of banners proposed;
    - A map identifying the location of the proposed banners (see per application);
    - Camera-ready artwork of the proposed banner design with colors and dimensions;
    - Other information as indicated on the application form or determined by the City to ensure compliance with these guidelines.
    - The application must be signed by the designated signature authority of the applicant (e.g., president, chair, etc.).
- The City Manager or designee will review applications on a first-come, first-served basis. If a time conflict occurs between a pending application and an approved application, the approved application will be provided precedence. The City Manager may also determine that certain timeframes will be reserved for particular City messages for which no application has been provided to the City. The applicant will be provided an opportunity to request an alternate timeframe.
- Applications will generally be reviewed within 30 days of receipt by the City. If the City requests additional information from the applicant, the application will be reviewed within 30 days of submittal of the additional information.

- A denial or grant with modifications shall be in writing and will provide the applicant with the specific reasons for the denial or modification, and if applicable, how the banner must be modified.

- Failure to respond within 30 days shall not result in the application being granted.

Appeal from denial.

- An applicant who is denied for the Banner Program may request reconsideration by the City Manager. The request for reconsideration must be submitted in writing to the City Clerk's Office within 5 business days of the denial, and shall include a detailed explanation regarding how the applicant's proposed banner complies with the City's Banner Program, and shall include evidence expressly rebutting the specific grounds for denial.

- The City Manager will respond to the appeal in writing within 20 days of receipt, articulating the grounds for the decision. The City Manager's decision on appeal is final.

Design Requirements

- All banners shall comply with the following requirements:

    - Banner fabric shall be durable and weather resistant, to include substantial material such as, vinyl or canvas.

    - Banners shall be two-sided with the information contained on both sides. Banner messages should be brief, and text font size and style should be sufficient for maximum visibility; small print is ineffective. Banner graphics and text may look large up close, but once installed, can appear diminutive. Graphic elements should be incorporated into the banner design, generally representing not less than one-third of the area of banners on City light poles and one-fifth of the area of banners spanning City streets.

    - As a general rule, bold colored backgrounds with light-colored letters are easier to read than the reverse. Also, because banners are required to be printed on both sides, darker/bolder colored fabrics prevent text from showing through to the reverse side of the banner when banners are backlit by the sun.

- Banners on City light poles shall meet the following additional requirements:

    - Banner size requirements shall be 90" tall by 28" wide for the "Cobra-style" poles and 43" tall by 23" wide on the "Victorian-style" poles.

    - Designed with a minimum of 16 oz. canvas or other approved material.

    - A reinforced hem to include at least two layers along all sides, 4" pockets at top and bottom for banner extension pole hardware.

Hardware Requirements

- Standard banner hardware has been installed on numerous light poles in the Designated Banner Areas, including on Victorian-style poles, downtown Yuba City. If an applicant proposes to install banners on light poles that do not currently contain banner hardware, the applicant may propose to install additional hardware at the applicant's cost. The hardware shall be installed at the height specified by the City to match the height of existing banners on other light poles. The City will retain ownership of all banner hardware once installed. The hardware specifications will be provided by the City of Yuba City.

Installation and Removal Requirements

- The applicant shall contract with the City of Yuba City to install the banners and any required hardware, to perform any necessary maintenance while the banners are installed, and to remove the banners when required under the terms of the application. The applicant is responsible for payment to the City. A Banner Application shall be completed and submitted to the City Manager's Office for approval.

- City staff will coordinate the installation process with the applicants and City installers. Utilizing the City of Yuba City installers will minimize impacts on hardware as well as disruptions to pedestrians and businesses during installation.

- A City designated installer will install and remove banners. ~~for~~ **~~$35 each~~** The cost for this service will be determined at the City Manager's discretion, based on current fee schedules and pricing. ~~.~~ For safety reasons, crews cannot install or remove banners during inclement or hazardous weather conditions. Payment for banner installation will occur at City Hall after the final approval of the application.

Time Limits

- The maximum time limit for banners on City light poles will be based upon the purpose and promotional focus of the banners. Banners with general promotional messages or designated City promotional banners will not have specific time limits but will be subject to scheduling and requests on a first-come, first-served basis. Banners that promote a specific event or date-specific activities shall be limited to forty-five (45) days. The banners shall be installed not more than forty (40) days before the event and shall be removed within five (5) days after the last day of the event when associated with a date-specific event.

- Notwithstanding these standard time limits, the City Manager or designee may authorize an applicant to extend the time a banner is installed, taking into account requests from other banner applicants and the physical condition of the banners.

- Any permit issued under these Program Guidelines is subject to revocation at any time by the City Manager. The City retains the right to change or eliminate the location of an installed banner whether the banner location is on a light pole or in a location spanning across a city street.

Maintenance Requirements

- The applicant is responsible for maintaining its banners in good condition. If banners become torn, dirty or weathered, the applicant will be responsible for having the banners replaced, upon the City's request. If the applicant does not address the issue as specified in the request, the City may remove the banners requiring maintenance, and the applicant shall pay any costs incurred by the City, based on actual staff time and cost to perform the activity.

Hometown Hero Banner Program

PURPOSE:
In addition to the Street Banner Policy and Program Guidelines, the City of Yuba City has established the Hometown Hero Banner Program. This program provides the community with the opportunity to recognize and honor Yuba City residents, and their immediate family members, who have served or are currently serving in the United States Armed Forces. The Hometown Hero banners will be displayed on City-owned streetlight poles, enhancing the City's quality of life while promoting civic pride. To ensure a coordinated and consistent program, the following policy and guidelines have been established for the Hometown Hero Banner Program.

Guidelines Eligibility

1. Active, retired, or honorably discharged members of the United States Armed Forces service branches.
2. A current City of Yuba City Resident OR Graduated from a High School in the City of Yuba City **OR**
An immediate family member of a current resident (spouse, parent, sibling, child or child-in-law, or grandchild)

Banner locations

- The City has designated the use of 40 light poles located from Gray Ave to Plumas St. as the initial location for this program. Future locations may be identified by the City at a later date depending on the popularity of the program.

- Available space is determined on a first-come, first-served basis among qualified applicants. All banner locations shall be determined solely by the City.

Design and Material Requirements for Hometown Hero Banners

The design and production of the Hometown Hero banners will be managed by the City of Yuba City to ensure consistency and quality. Banners displayed on City light poles must meet the following specifications:

- Banner Sizes: 90” tall by 28” wide for "Cobra-style" poles
- Material: Banners will be made from a minimum of 16 oz. canvas or other approved durable material.
- Reinforced Hem: Banners will feature a reinforced hem with at least two layers along all sides, including 4” pockets at the top and bottom to accommodate the banner extension pole hardware.

The City will ensure that all banners meet these requirements before installation.

Displayed period

- Two separate collections of banners will be displayed for approximately 6 months:
  - Collection 1: Installed prior to Memorial Day
  - Collection 2: Intalled prior to Veterans Day
  - Banner installation will be subject to the availability of City staff and resources. Weather conditions may also affect the timing of installation and/or removal. Additionally, the banners will be available for viewing year-round as part of a slideshow on the City’s website.

Procedure

- The Hometown Hero banner application may be obtained from the City of Yuba City’s website, or by coming into City hall to fill out the application and make payment.

- Payment can be made in office, or by mailing in a check.

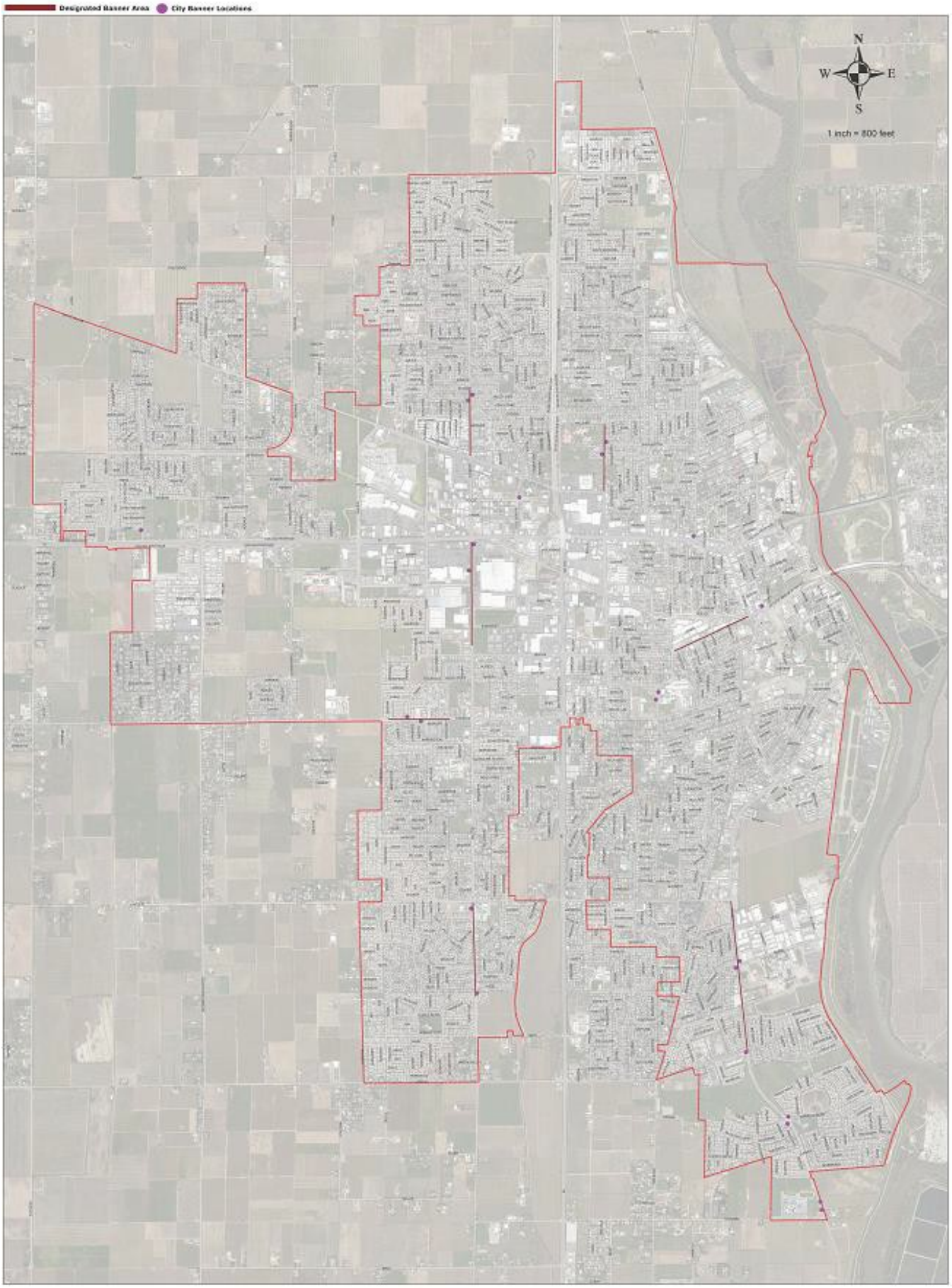
- The cost for this service will be determined by the City Manager, based on the current fee schedule and any year-to-year pricing adjustments. The cost of each banner is totaling at $360.00 and is subject to change. For safety reasons, crews cannot install or remove banners during inclement or hazardous weather conditions. Payment for banner installation will be processed at City Hall following the final approval of the application.

- A waiting list shall be established based on the date a complete application is received in the City Manager’s Office. In order for an application to be considered complete, all supporting documentation must be received and verified by the City. In addition, full payment for the banner must be received by the City.

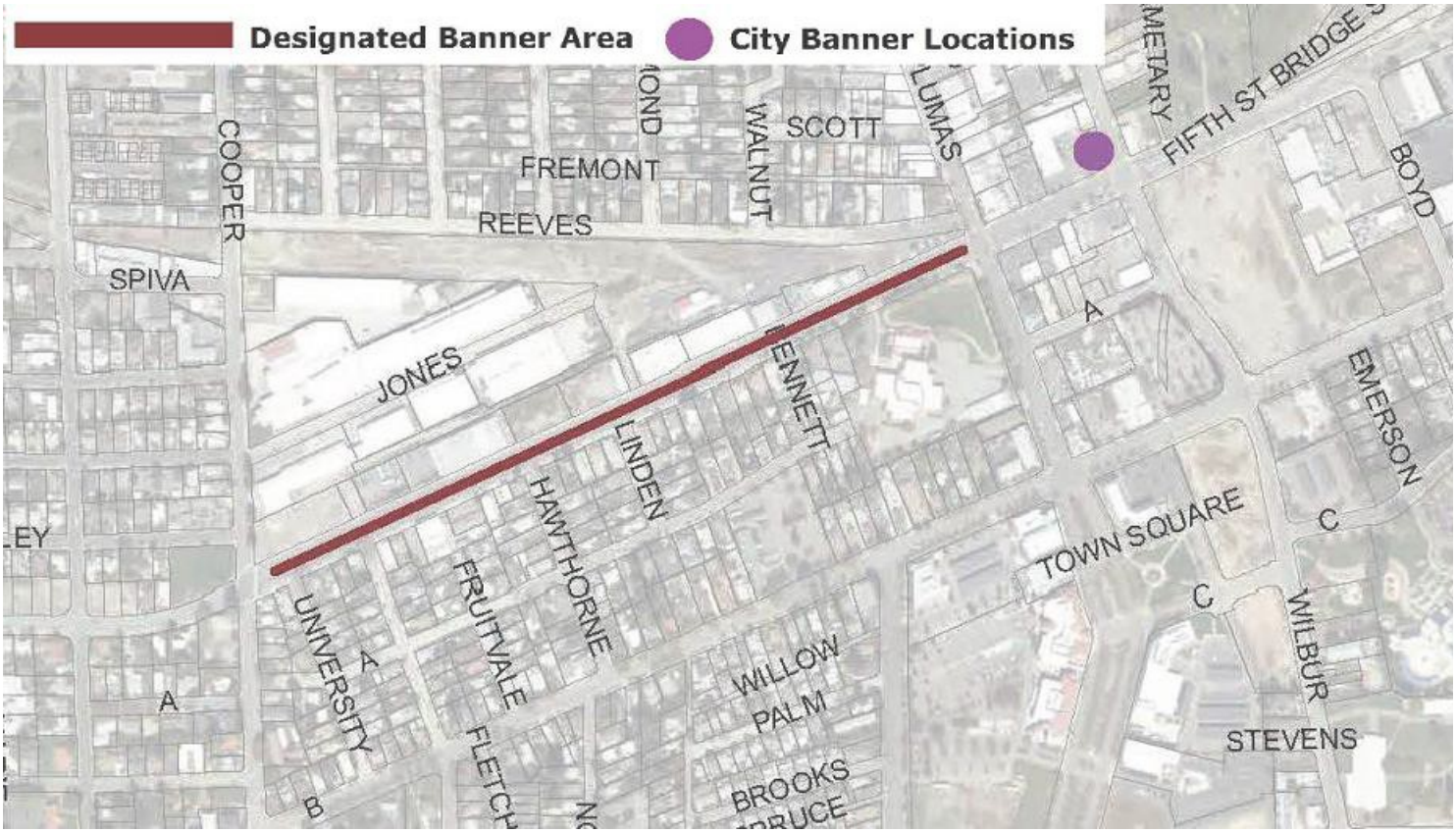
- Applicants will be notified by City staff once the installation has been completed.

- At the end of the banner display period, City staff will contact the family and/or applicant to offer them the banner; all unclaimed banners within 30 days of removal will become the property of the City and can be disposed of.

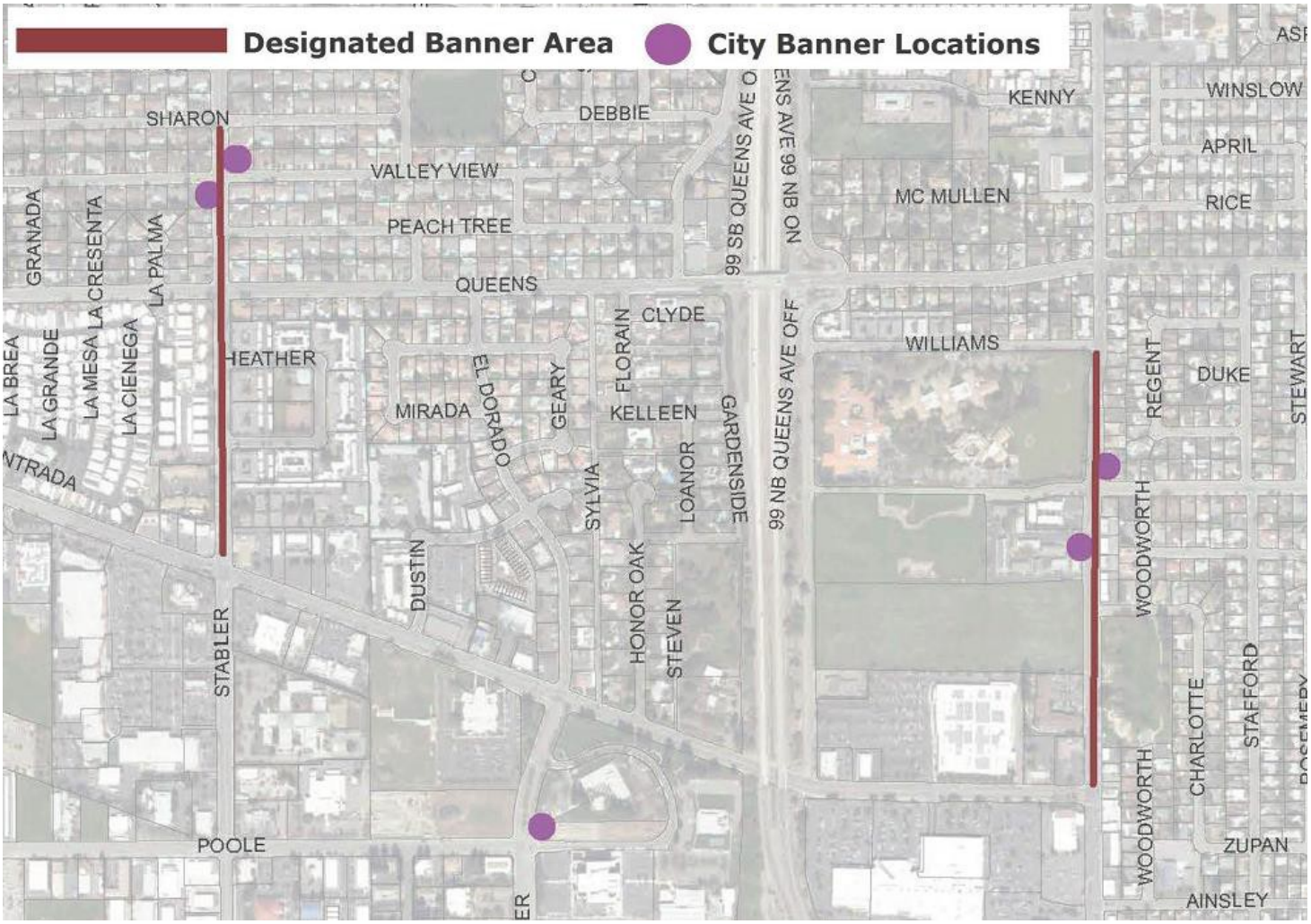
~~City Banner Location Maps~~



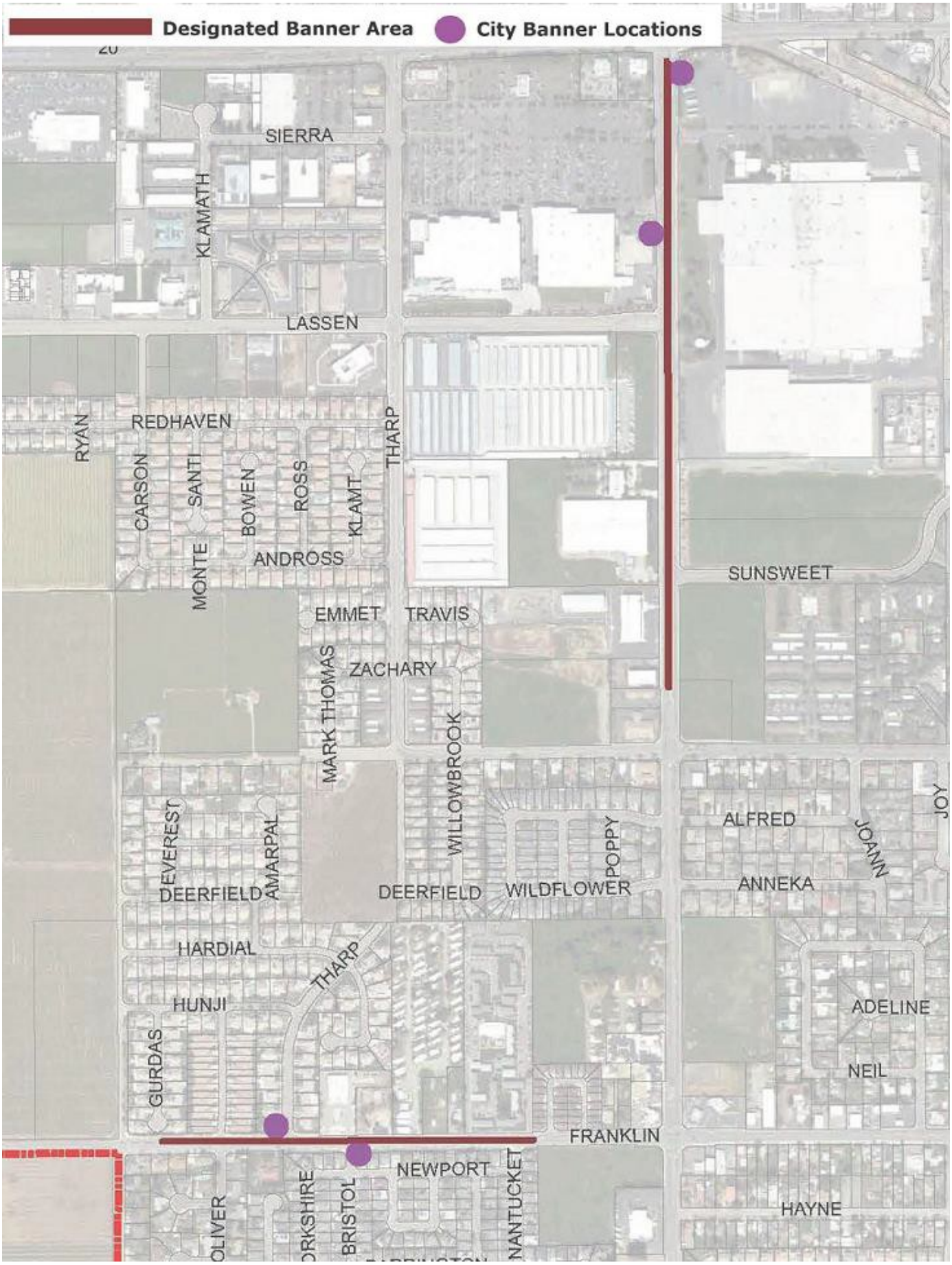
City Banner Location Map (Bridge St.)



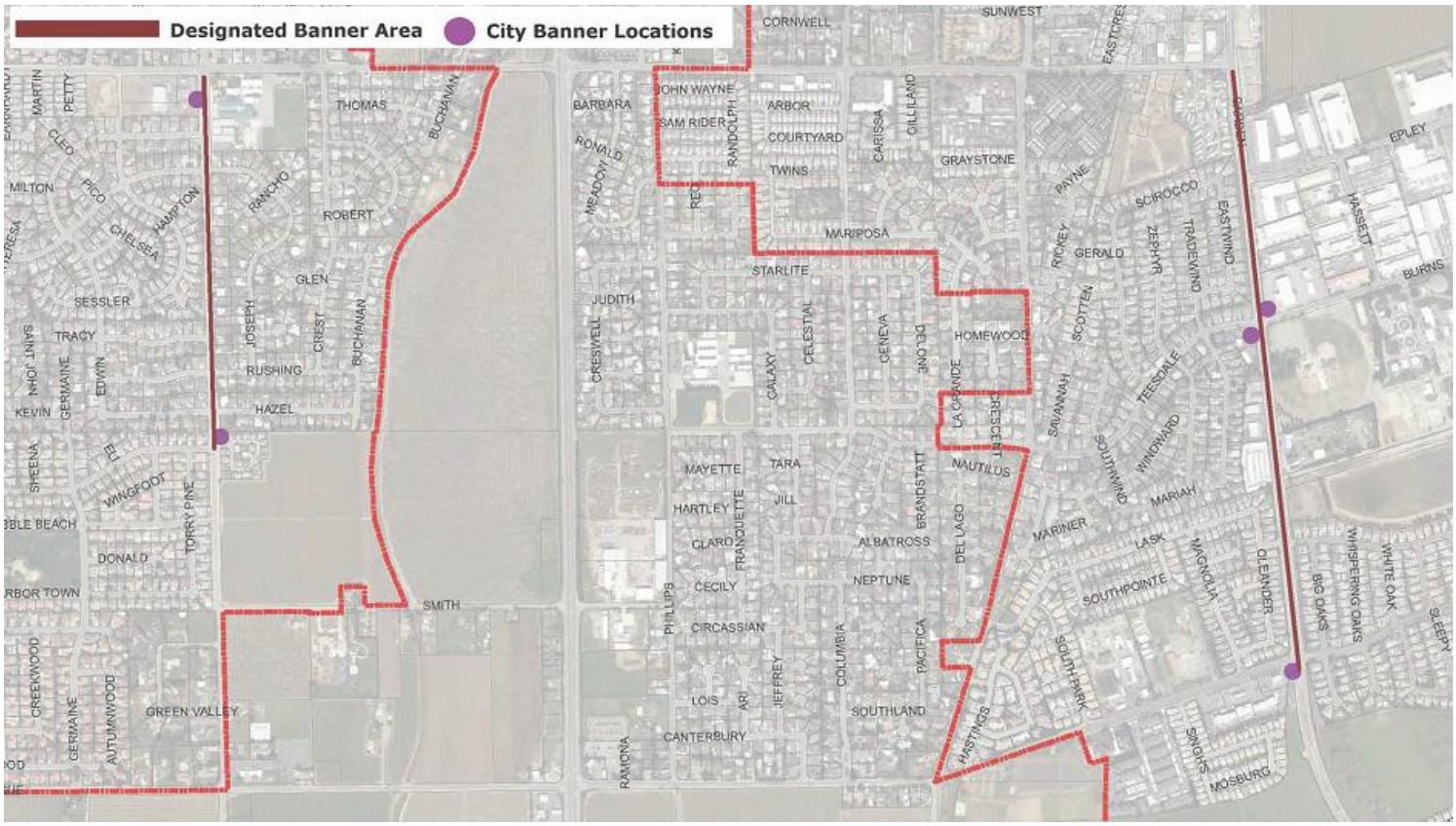
City Banner Location (Stabler Ln.) & (Grey Ave.)



City Banner Location (N. Walton) & (Franklin Ave.)



City Banner Location (S. Walton) & (Garden Hwy)



CITY OF YUBA CITY
STAFF REPORT

Date: November 5, 2024
To: Honorable Mayor & Members of the City Council;
From: Administration Department
Presentation By: Diana Langley, City Manager

Summary

Subject: Habitat for Humanity Yuba/Sutter, Inc., Request for Letter Showing Site Control for Property Located at 211 and 217 South Walton Avenue

Recommendation: A. Consider a request from Habitat for Humanity Yuba/Sutter, Inc., for a letter providing evidence of site control for City-owned property located at 211 and 217 South Walton Avenue for the purpose of a U.S. Department of Housing and Urban Development Section 202 Supportive Housing for the Elderly grant

B. If Council authorizes the submission of a Proof of Site Control Letter, adopt a Resolution authorizing the Mayor to submit the letter to Habitat for Humanity Yuba/Sutter, Inc., for City-owned properties located at 211 and 217 South Walton Avenue to comply with the requirements of a Curable Deficiency letter issued by the U.S. Department of Housing and Urban Development for a FY 2023 Section 202 Supportive Housing for the Elderly Program

Fiscal Impact: None associated with the request for a site control letter. Upon sale of the properties, the City will receive proceeds from the sale of the properties.

Purpose:

To sell City-owned surplus property to Habitat for Humanity Yuba/Sutter, Inc., for the development of affordable senior housing.

Council's Strategic Goal:

This item addresses Council's overarching goal of Quality of Life as the proposed project will provide affordable senior housing.

Background:

On September 1, 2020, City Council declared 211 South Walton Avenue, APN 54-150-050, 217 South Walton Avenue, APN 57-150-004, and APN 57-220-065 to be surplus properties and directed the City Manager to proceed with disposal of the properties in accordance with the Surplus Land Act (SLA). Per the SLA, staff issued a Notice of Availability and received interest from Habitat for Humanity Yuba/Sutter, Inc. (Habitat for Humanity), to purchase the property for the development of an affordable senior housing project. As Habitat for Humanity is a housing sponsor, and the only respondent to the

Notice of Availability, the City is required by the SLA to negotiate in good faith effort.

Habitat for Humanity applied for grant funding under the U.S. Department of Housing and Urban Development's (HUD) FY 2023 Section 202 Supportive Housing for the Elderly program and needed proof of negotiations with the City to purchase the properties. In response to the request, on February 20, 2024, City Council authorized the execution of an Exclusive Negotiation Agreement (ENA) with Habitat for Humanity. Key terms of the ENA are as follows:

- Establishes a 365-day period of exclusivity between the parties to assist with facilitating terms and toward the possible execution of a subsequent Purchase Agreement or disposition and development agreement (DDA) for the conveyance of the properties to Habitat for Humanity.
- During the 365-day period, Habitat for Humanity shall perform due diligence, negotiate and execute the DDA, and raise the capital to fund the affordable senior housing project.
- During the term of the ENA, City and Habitat for Humanity shall negotiate a DDA which shall include, without limitation, the following provisions (to the extent applicable):
    - Term of the DDA - Provisions indicating the DDA will be for a period of three hundred sixty-five days or more.
    - Good Faith Negotiations for a DDA - Provisions stating City and Habitat for Humanity will agree, for the term of the DDA to negotiate diligently and in good faith.
    - Negotiation with Others - Provisions requiring City, during the term of the ENA, not to approve or conduct a public hearing for any other development of the project site, or portion thereof.
    - Pro Forma - Timing for submittal of a complete pro forma showing the fiscal feasibility for all aspects of the project.
    - Necessary Financing - Timing for submittal of evidence reasonably satisfactory to City, including the financing structure and preliminary commitments, demonstrating Habitat for Humanity can and will obtain the necessary financing in an amount sufficient to pay for development, operation and maintenance of the project.
    - Schedule of Performance - The term of the DDA and milestones, which must be met to continue the DDA's effectiveness during its term and one or more options for renewal.
    - Uses - Appropriate controls to limit the uses allowed for the project.
    - Compatibility - The planning, design, construction, operation and maintenance of the project shall be coordinated to maximize its compatibility with the abutting and adjacent uses and to minimize environmental, traffic and other impacts on the abutting and adjacent uses.
    - Real Estate Commissions - Provision(s) stating (i) neither City or Habitat for Humanity shall be liable for any real estate commissions or brokerage fees, which may arise here from. City and Habitat for Humanity each represents it has not engaged a broker, agent or finder in connection with the transaction; and (ii) each party agrees to hold harmless the other party from any claim by any broker, agent or finder retained, or claimed to have been retained, by that first party.
    - Conflicts of Interest - A provision stating for the term of the ENA, no member, officer or employee of City, during the term of his or her service with City, shall have any direct or indirect interest in the ENA or obtain any present or anticipated material benefit arising, therefrom.
    - Indemnity - A defense, indemnification and hold harmless provision similar to that set forth in Section 7 of the ENA.
    - Legal Compliance - Compliance with all Federal, State and local laws, including labor laws.

On October 24, 2024, Habitat for Humanity provided a Site Plan, budget, and description of programmatic and service components.

Analysis:

On October 28, 2024, Habitat for Humanity provided a letter from HUD identifying a curable deficiency in Habitat for Humanity's grant application. HUD is requesting that Habitat for Humanity provide evidence that site control in accordance with Section III.F(6) of the Notice of Funding Opportunity be provided. HUD specifically noted that the ENA does not comply with the requirements. To cure the deficiency, Habitat for Humanity is requesting that the City provide a letter from the Mayor or Development Services Director indicating that conveyance of the site is acceptable without imposition of additional covenants or restrictions, and only contingent on the necessary approval action. In addition, if Habitat for Humanity receives the grant, HUD will require that Habitat for Humanity provide within thirty (30) business days of an award notification a legally binding agreement, conditional on an environmental review satisfactory to HUD, from the City to convey the site.

Attached is a draft letter for Council consideration which indicates that conveyance of the site is acceptable without imposition of additional covenants or restrictions outside what is already identified in the ENA. As noted above, the ENA identifies provisions remaining to be negotiated as part of a DDA which the City retains the right to negotiate.

Regarding the requirement that Habitat for Humanity provide within thirty business days of an award notification a legally binding agreement, this could be problematic. As the sale of the properties is subject to the SLA process, the City and Habitat for Humanity need to try to negotiate a DDA prior to the expiration of the ENA on February 19, 2025, have the California Department of Housing and Community Development (HCD), which is the agency responsible for administering the SLA, review and approve the City's process for disposal of the surplus properties for compliance with the SLA, and then City Council needs to approve the DDA. If grant award from HUD is issued prior to the latter stages of the DDA negotiations and SLA compliance process, then it could be very difficult or impossible to meet the thirty business day requirement.

Fiscal Impact:

There are no fiscal impacts associated with providing a site control letter, provided the terms of the ENA are met. If a DDA is not executed prior to expiration of the ENA, then the City could submit to HCD that negotiations between Habitat for Humanity and the City were not successful and request a determination for satisfactory compliance per the SLA and sell the properties on the open market. Upon sale of the properties, the City will receive proceeds from the sale of the properties.

Alternatives:

Do not authorize a letter indicating that Habitat for Humanity will have site control of the properties. Failure to provide the letter will likely result in Habitat for Humanity's grant application being denied by HUD.

Recommendation:

A. Consider a request from Habitat for Humanity Yuba/Sutter, Inc., for a letter providing evidence of site control for City-owned property located at 211 and 217 South Walton Avenue for the purpose of a U.S. Department of Housing and Urban Development Section 202 Supportive Housing for the Elderly grant.

B. If Council authorizes the submission of a Proof of Site Control Letter, adopt a Resolution authorizing the Mayor to submit the letter to Habitat for Humanity Yuba/Sutter, Inc., for City-owned properties located at 211 and 217 South Walton Avenue to comply with the requirements of a Curable Deficiency

letter issued by the U.S. Department of Housing and Urban Development for a FY 2023 Section 202 Supportive Housing for the Elderly Program.

Attachments:

1. Attachment 1 - Resolution - Site Control Request - Habitat for Humanity
2. Exhibit A - Site Control Letter
3. Attachment 2 - Exclusive Negotiation Agreement - Habitat for Humanity
4. Attachment 3 - Tranquil Harbor Estates Site Plan

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 MAYOR TO SUBMIT A PROOF OF SITE CONTROL LETTER TO HABITAT FOR HUMANITY YUBA/SUTTER, INC., FOR CITY-OWNED PROPERTIES LOCATED AT 211 AND 217 SOUTH WALTON AVENUE TO COMPLY WITH THE REQUIREMENTS OF A CURABLE DEFICIENCY LETTER ISSUED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FOR A FY 2023 SECTION 202 SUPPORTIVE HOUSING FOR THE ELDERLY PROGRAM

WHEREAS, the City of Yuba City owns certain properties consisting of approximately 1.43 acres at 211 South Walton Avenue and 217 South Walton Avenue, identified by APN's 57-150-050, 57-220-065, and 57-150-004; and

WHEREAS, the City Council of the City of Yuba City adopted Resolution No. 20-099 declaring the properties to be surplus; and

WHEREAS, the City Council authorized and directed the City Manager, per the Surplus Land Act, Government Code section 54220 et. Seq., to send written notices of availability and offer the properties for sale; and

WHEREAS, Habitat for Humanity Yuba/Sutter, Inc., submitted an offer to purchase the properties, subject to review and approval by the City Council of the City of Yuba City and the California Department of Housing and Community Development; and

WHEREAS, Habitat for Humanity Yuba/Sutter, Inc., proposes to build affordable senior housing on the properties and the City Council has previously identified a need for affordable senior housing; and

WHEREAS, Habitat for Humanity Yuba/Sutter, Inc., applied through the U.S. Department of Housing and Urban Development (HUD) for a FY 2023 Section 202 Supportive Housing for the Elderly Program to fund the proposed affordable senior housing project ; and

WHEREAS, on February 20, 2024, City Council approved an Exclusive Negotiation Agreement with Habitat for Humanity Yuba/Sutter, Inc., on the sale of the properties; and

WHEREAS, HUD sent Habitat for Humanity Yuba/Sutter, Inc., a curable deficiency letter indicating that the Exclusive Negotiation Agreement does not provide proof of site control, and a letter from the City of Yuba City indicating site control is required to move farther in the grant process.

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

The City Council authorizes the Mayor to submit a Proof of Site Control letter to Habitat for Humanity Yuba/Sutter, Inc., for City-owned properties located at 211 and 217 South Walton Avenue, identified by APN's 57-150-050, 57-220-065, and 57-150-004, subject to the provisions identified in the Exclusive Negotiation 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 5th day of November 2024.

AYES:

NOES:

ABSENT:

_____
Shon Harris, Mayor

ATTEST:

_____
Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY

_____
Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

Exhibit:

A. Site Control Letter

November 5, 2024

Joseph Hale, CEO
Habitat for Humanity Yuba/Sutter, Inc.
202 D Street
Marysville, CA 95901

Re: Site Control Letter for Proposed Tranquil Harbor Project located at 211 and 217 South Walton Avenue, Yuba City

This letter is intended to provide proof of site control for the City-owned properties located at 211 and 217 South Walton Avenue in Yuba City. Upon compliance with the terms of the Exclusive Negotiation Agreement (ENA) executed between the City and Habitat for Humanity Yuba/Sutter on February 20, 2024, and a subsequent Disposition and Development Agreement (DDA) to be drafted and executed for the transfer of the property to Habitat for Humanity Yuba-Sutter, the City will convey the properties without imposition of additional covenants or restrictions outside of those already contemplated in the ENA and subsequent DDA, contingent only upon the necessary approval action.

If you have any questions, please contact the City Manager, Diana Langley, at (530) 822-4792 or by email at dlangley@yubacity.net.

Thank you.

Shon Harris
Mayor

ATTACHMENT 2

EXCLUSIVE NEGOTIATION AGREEMENT

Property at: 211 & 217 South Walton Avenue

THIS EXCLUSIVE NEGOTIATION AGREEMENT (this "ENA") is entered into as of this 20th day of February, 2024, by and between the **CITY OF YUBA CITY**, a municipal corporation ("City") and the **HABITAT FOR HUMANITY YUBA/SUTTER, INC.**, a non-profit organization ("Developer").

RECITALS

WHEREAS, the City of Yuba City owns those certain properties consisting of approximately 1.43 acres at 211 South Walton Avenue and 217 South Walton Avenue, identified by APN's 57-150-050, 57-220-065, and 57-150-004, referred to herein as the "Site" which is shown on the Map of Site attached hereto as Exhibit A, and incorporated herein by this reference, which Site is zoned as Multi-Family (R-3) and is currently vacant and which property the City wishes to develop for affordable housing for seniors;

WHEREAS, the City Council of the City of Yuba City adopted Resolution No. 20-099 declaring the Site as surplus property;

WHEREAS, the City Council authorized and directed the City Manager, per the Surplus Land Act, Government Code section 54220 et. Seq., to send written notices of availability and offer the Site for sale;

WHEREAS, Developer submitted an offer to purchase the Site, subject to review and approval by the City Council of the City of Yuba City and the California Department of Housing and Community Development ("HCD");

WHEREAS, this ENA is proposed with Habitat for Humanity Yuba/Sutter, Inc. ("Developer") for the Site. Developer has the following qualifications: Since 1993, Developer has built numerous housing projects in Yuba and Sutter Counties and proposes to build a 29-unit affordable housing project for seniors ("Project");

WHEREAS, the parties recognize and acknowledge the purpose of this ENA is to establish a 365-day period of exclusivity between the parties to assist with facilitating terms and toward the possible execution of a subsequent Purchase Agreement or disposition and development agreement ("DDA") or similar agreement for the transfer/conveyance of the Site to Developer for development of the Project;

WHEREAS, the Developer's initial projections conservatively estimate that the Project will produce the following benefits to the City of Yuba City: provide affordable housing for seniors;

WHEREAS, the parties acknowledge and agree that this ENA sets forth general parameters of the Project but no commitments have been made and the ultimate terms of the DDA will be determined through the negotiation; and

NOW, THEREFORE, FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, City and Developer hereto mutually agree as follows:

1. PURPOSE.

The purpose of this ENA is to provide for a one (1) year period of exclusivity during which Developer will (i) perform due diligence on the Site, (ii) negotiate and execute the DDA with the City, and (iii) raise the capital to fund the Project. Contemporaneously, City and Developer will negotiate in good faith with the goal of reaching terms amenable to both parties that would facilitate the execution of the DDA. Upon completion, the DDA will be presented to HCD for approval, and then the City Council at a public meeting for approval, in its sole discretion. The terms and provisions of a possible DDA shall be subject to, among other things, the following: (a) Any conveyance of property owned by the City (or its constituent agencies) shall be subject to all necessary entitlements / land use permits that are required to be issued by the City and other appropriate permitting authority, and (b) all necessary financing commitments and building permits are ready to be issued, all of which are needed to commence and complete the development of the Project. The development of any Project shall be subject to and consistent with the requirements of the California Environmental Quality Act ("CEQA"), as well as development regulations of City and any Federal, State or local applicable regulations, including those that may be required by funding sources used for the Project.

2. AGREEMENT TO EXCLUSIVELY COOPERATE.

(a) Term. City hereby agrees to cooperate with Developer for a period of three hundred sixty five (365) days, commencing on the effective date of this ENA (the "Term"); and, at the end of that period this ENA shall terminate without notice, unless this ENA is (i) terminated earlier pursuant to Section 8, below, or (ii) continued by mutual consent of the Parties, as evidenced by a written amendment to this Amendment signed on behalf of both parties ("Extended Term").

(b) Negotiate ENA. City and Developer agree, for the period set forth in Subsection 2.(a), above, to cooperate with each other in an effort to agree to and sign a DDA, which meets the terms described in Section 4, below.

(c) Exclusivity. During the term of this ENA, City agrees not to negotiate for the conveyance through sale, lease, or development of any Project similar to the Developer's Project with any party, other than the Developer (or its successors/assigns, approved by City, for development of the Site.

3. AGREEMENT DEPOSIT.

(a) Initial Agreement Deposit. No deposit is required of Developer.

(b) Initial Evaluation of Project Feasibility. Within four months of the commencement of the Term, Developer shall submit the information necessary to evaluate the feasibility of the Project including (i) the Concept Plan; (ii) the initial Pro Forma including all costs and revenues and projected returns; (iii) sources of financing;

and (iv) other information necessary to determine the financial feasibility.

(c) ENA Submittals. Within eight months after the Effective Date of this ENA or such extended time as the parties may agree, Developer shall make the ENA submittals ("ENA Submittals") defined as:

(1) Make due diligence submittals concerning the Site for the Project.

(2) Submit to City's Deputy Development Services Director, an initial proposed Site Plan to include the following: (i) all uses and square footages for the Project, (ii) parking facilities and requirements, and (iii) a proposed plan or plans to guide the overall development of the Site. Developer's initial Site Plan may be updated from time to time during the Term of this Agreement.

(3) Prepare and submit a detailed Project Pro Forma describing: (i) costs of site grading, development, constructing and financing of all Project improvements; (ii) the assessment of costs for construction of necessary public improvements, including City fees and costs; (iii) the costs of all work and obligations necessary to develop the Project; and (v) all projected revenues from the operation of the Project. Developer's initial Pro Forma may be updated from time to time during the Term of this Agreement.

(4) Submit initial information regarding Developer's affiliates/partners that will be involved in the Project and its Financial Capability Statement.

Within thirty (30) days after City's receipt of the ENA Submittals, City shall provide written responses. Such responses may be made by the City Council as a body, from direction given after an open session and closed session, as permitted by law, or the City Manager, as he/she determines appropriate with or without consultation with the City Council.

(d) Additional Information. During the term of this ENA, both the City and Developer shall have the right to request reasonable additional information and data from each other as necessary for review and evaluation. Both parties agree to provide such additional information or data as requested in a timely manner. To the extent permitted by law, all information provided by both parties and marked as "proprietary" shall remain confidential. Both parties shall not distribute any information marked "proprietary" without receiving prior written authorization from either party. Both parties shall have the right to redact information it deems a trade-secret or of high commercial value.

4. TERMS TO BE NEGOTIATED FOR THE ENA OR DDA.

During the term of this ENA, City and Developer shall meet or schedule calls regularly with each other in order to negotiate the ENA or DDA which shall include, without limitation, the following provisions (to the extent applicable):

(a) Term of the DDA. Provisions indicating, the ENA or DDA will be for a period of three hundred sixty-five (365) days or more.

(b) Good Faith Negotiations for a DDA. Provisions stating City and Developer will agree, for the term of the DDA to negotiate diligently and in good faith for the preparation of the DDA to be entered into by City and Developer for the Project.

(c) Negotiation with Others. Provisions requiring City, during the term of the ENA, not to approve or conduct a public hearing for any other development of the Project Site, or portion thereof.

(d) Pro Forma. Timing for submittal of a complete pro forma showing the fiscal feasibility for all aspects of the Project.

(e) Necessary Financing. Timing for submittal of evidence reasonably satisfactory to City, including the financing structure and preliminary commitments, demonstrating Developer can and will obtain the necessary financing in an amounts sufficient to pay for development, operation and maintenance of the Project.

(f) Schedule of Performance. The term of the DDA and milestones, which must be met to continue the DDA's effectiveness during its term and one or more options for renewal.

(g) Uses. Appropriate controls to limit the uses allowed for the Project.

(h) Compatibility. The planning, design, construction, operation and maintenance of Project shall be coordinated to maximize its compatibility with the abutting and adjacent uses and to minimize environmental, traffic and other impacts on the abutting and adjacent uses.

(i) Real Estate Commissions. Provisions stating (i) neither City nor Developer shall be liable for any real estate commissions or brokerage fees, which may arise here from. City and Developer each represents it has not engaged a broker, agent or finder in connection with this transaction; and (ii) each party agrees to hold harmless the other party from any claim by any broker, agent or finder retained, or claimed to have been retained, by that first party.

(j) Conflicts of Interest. A provision stating for the term of the ENA, no member, officer or employee of City, during the term of his or her service with City, shall have any direct or indirect interest in the ENA or obtain any present or anticipated material benefit arising, therefrom.

(k) Indemnity. A defense, indemnification and hold harmless provision similar to that set forth in Section 7 of this ENA.

(l) Legal Compliance. Compliance with all Federal, State and local laws, including labor laws.

5. CITY'S RESERVATION OF POLICE POWERS.

Environmental analysis pursuant to the CEQA will occur as the Project's plans are developed. Developer has sole responsibility to pursue and obtain any and all necessary environmental approvals for the Project pursuant to CEQA at its sole cost and expense. Developer will undertake the studies, reports and analyses required at its sole cost and expense. The City shall serve as lead agency for purposes of environmental review under CEQA and Developer shall provide to City, in advance, all funds necessary to cover the costs of such environmental review. Developer understands that all approvals are subject to the City's sole and absolute discretion in the exercise of its police powers and assumes the risk of not obtaining its entitlements for the Project. Approval of all such entitlements shall be a condition precedent to the execution of the DDA which condition shall be for the benefit of each of Developer and City. Developer acknowledges and agrees that this Agreement does not constitute a disposition of property by the City and Developer acknowledges and agrees that it has not acquired and will not acquire, by virtue of the terms of this Agreement, any legal or equitable interest in real or personal property from City or the City. Execution of this Agreement does not constitute "approval" of a "project," as those terms are defined in CEQA. The parties understand that City has complete and unfettered governmental discretion to reject the Project and/or any DDA, and other documents related to the development without explanation or cause prior to the mutual execution of the DDA or other binding documents between the parties. The risk of loss of all processing, design and developmental costs incurred by Developer with the City prior to the approval and execution of the DDA shall be absorbed entirely by Developer.

6. LIMITATION ON LIABILITIES AND REMEDIES FOR BREACH OR DEFAULT AND RELEASE OF CLAIMS.

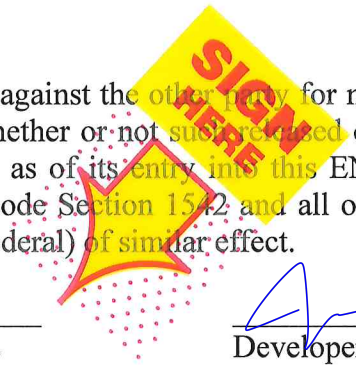
(a) No Monetary Damages. Neither party would have agreed to any part of this ENA if it were to be liable to the other party for any amounts of monetary damages. Accordingly, both parties acknowledge and agree each party's exclusive right and remedy upon any breach or default of the other party to negotiate in good faith, as set forth in this ENA, is to terminate this ENA or seek specific performance regarding the exclusivity provisions of this ENA, as applicable.

(b) Release and Waiver. Each party acknowledges it is aware of the meaning and legal effect of California Civil Code Section 1542, which provides:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLE-MENT WITH THE DEBTOR.

Civil Code Section 1542 notwithstanding, it is the parties' intention to be bound by the limitation on remedies set forth in this Section, and each party hereby releases

any and all claims against the other party for monetary damages or other legal or equitable relief, whether or not such released claims were known or unknown to the releasing party as of its entry into this ENA. Each party hereby waives the benefits of Civil Code Section 1542 and all other statutes and judicial decisions (whether state or federal) of similar effect.



SLH
City Initials

Developer Initials

7. INDEMNIFICATION.

Developer agrees to defend City and each of its officers, contractors, agents and employees (the "City Indemnified Parties") from any and all claims and legal actions by any third party alleging any act or omission related, directly or indirectly, to this ENA. In addition, Developer shall indemnify and hold harmless the City Indemnified Parties from any and all damages, liability, awards, judgments and costs, including reasonable attorneys' fees and court costs (collectively, "Damages") to the extent caused by Developer or any of its officers', contractors', agents' or employees' negligent act or omission or willful misconduct; except to the extent such Damages are caused by any of the City Indemnified Parties' negligent act or omission or willful misconduct. Developer understands that such indemnity includes the obligation to defend any entitlements granted and that such a provision will be included in the DDA.

8. PROHIBITION ON TRANSFER WITHOUT AUTHORITY APPROVAL.

The Developer shall not sell, transfer, or assign this Agreement or any part thereof without the prior written consent of the City Council expressed by resolution, and then only under such conditions as may therein be prescribed.

9. TERMINATION BY DEVELOPER.

If Developer, in its discretion, determines it is in the best interests of Developer to terminate this ENA, then with or without cause, upon forty-five-days' (45-days') notice ("Termination Notice"), Developer may terminate this ENA; provided, that the indemnification obligations of Developer hereunder shall remain in effect. The purpose of the 45-day Termination Notice is to allow the Parties a significant period to consult on whether any actions could be taken to avoid the termination but Developer is under no obligation to withdraw the Termination Notice.

10. NOTICES.

All notices, including, without limitation, all approvals and consents, required or permitted under this Agreement shall be delivered in person, by messenger, by overnight mail courier, or by registered or certified mail, postage prepaid, return receipt requested, to each party at its address shown below, or to any other notice address designated in writing by such party. Each such notice shall be deemed delivered to the party to whom it is addressed: (i) if personally served or delivered, upon delivery; (ii) if given by registered or certified mail, return receipt requested, deposited with the United States mail postage prepaid, two (2) days after such notice is deposited with the United States mail; (iii) if given by overnight courier, with courier charges prepaid, twenty-four (24) hours after

delivery to said overnight courier; or (iv) if sent by electronic mail, when received as evidenced by confirmation of receipt (provided that written notice shall have been simultaneously given by other means).

City:	City of Yuba City 1201 Civic Center Boulevard Yuba City, CA 95993 Attention: City Manager
With a copy to:	Aleshire & Wynder, LLP 2440 Tulare Street, Suite 410 Fresno, CA 93721 Attention: Shannon Chaffin, Esq.
Developer:	Habitat for Humanity Yuba/Sutter, Inc. 202 D Street Marysville, CA 95901 Attention: Joseph Hale, CEO

11. COUNTERPART ORIGINALS.

This ENA may be executed in counterpart originals which, when taken together, shall constitute but one and the same instrument.

12. ENTIRE AGREEMENT; AMENDMENT.

This ENA represents the entire agreement of the parties and supersedes all negotiations or previous agreements between the parties with respect to the Project the matters contained herein. This ENA may only be amended as agreed to in writing and upon the signatures of the parties hereto. Notwithstanding the foregoing, this ENA will be superseded by the ENA, if and when the proposed ENA is executed by Developer, approved by City, in the manner required by law, and executed by City.

13. GENERAL PROVISIONS.

This Agreement and all terms and conditions hereof shall be governed by and construed and enforced in accordance with the laws of the State of California. Any term herein can be waived only by a written waiver signed by the party against whom such waiver is to be asserted. All provisions shall not be construed in favor of or against either party, but rather as if both parties prepared this Agreement. This Agreement shall inure to the benefit of and bind the respective successors and assigns of City and Developer, provided, however, Developer shall not have the right to transfer or assign any of its rights or obligations under this Agreement. Nothing in this Agreement shall create any personal obligation or liability of City's City Manager, staff member, employee, or agent of City for any obligation of City under this Agreement and, conversely, nothing in this Agreement shall create any personal obligation or liability of any partner, member, principal, shareholder, employee, or agent of Developer for any obligation of Developer under this

Agreement. The Recitals above are incorporated by reference as substantive provisions of this Agreement.

14. PURPOSE AND AUTHORITY.

City's execution of this Agreement is merely an agreement to enter into an exclusive negotiation period pursuant to the terms set forth herein, reserving final discretion and approval by City as to any proposed DDA and all proceedings and decisions in connection therewith. The parties to this Agreement each represent and warrant to one another, that (i) the individual(s) executing this Agreement on behalf of such party has been duly authorized to execute and deliver this Agreement on behalf of such party, (ii) such party is duly organized and existing, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) entering into this Agreement does not violate any provision of any other agreement to which such party is bound.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day first above written.

CITY:

CITY OF YUBA CITY, a municipal corporation

By: _____

Shon Harris, Mayor

ATTEST:

CITY OF YUBA CITY INCORPORATED JAN 23, 1908 SUTTER CO. CALIFORNIA

_____

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM:

_____

Shannon Chaffin, City Attorney

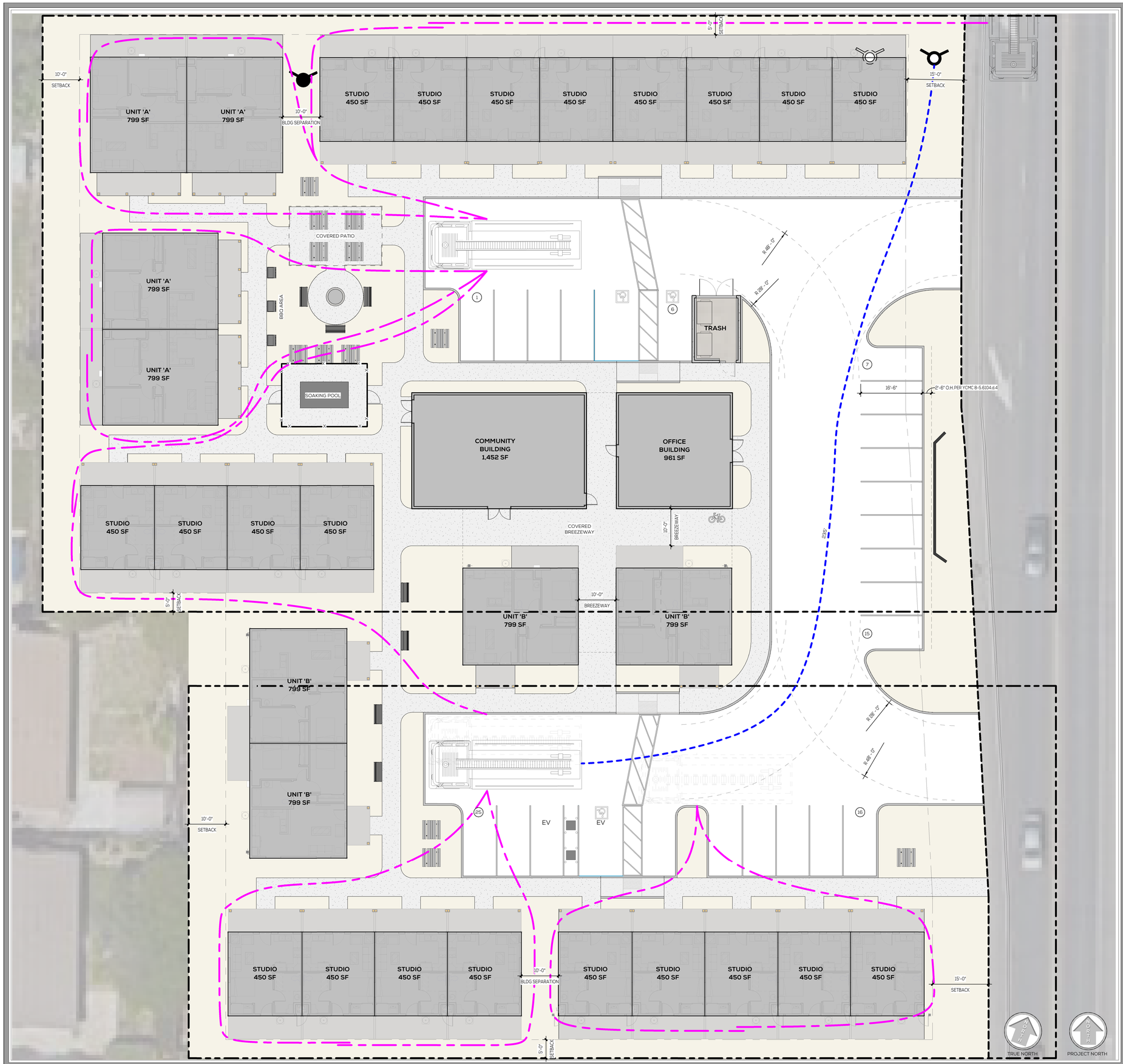
DEVELOPER:

HABITAT FOR HUMANITY YUBA/SUTTER, Inc., a non-profit organization

By: _____

Joseph Hale, CEO

ATTACHMENT 3



EE - SITE PLAN
SCALE : 1" = 10'-0"

GENERAL NOTES

1. COMPONENTS OF THIS SITE PLAN HAVE BEEN DEPICTED WITH THE USE OF AERIAL SITE IMAGERY AND NOT FIELD SURVEY DATA. REFER TO CIVIL DWGS FOR EXACT LOCATIONS AND PLACEMENTS.

AREA SUMMARY

LOT SIZE	62,291 SF 1.43 ACRES			
OPEN SPACE	200 SF @ 29 UNITS = 5,800 SF			(YCMC 8-5.703)
OFFICE BUILDING	961 SF			
COMMUNITY BUILDING	1,452 SF			
COVERED BREEZEWAY	1,334 SF			
STUDIO APARTMENT	450 SF	@ (21) UNITS	= 9,450 SF	
PATIOS	242 SF		= 5,082 SF	
2 BEDROOM APARTMENT 'A'	799 SF	@ (4) UNITS	= 3,196 SF	
PATIOS	294 SF		= 1,176 SF	
2 BEDROOM APARTMENT 'B'	799 SF	@ (4) UNITS	= 3,196 SF	
PATIOS	125 SF		= 500 SF	
TOTAL RESIDENTIAL GROSS BUILDING AREA			= 22,600 SF	
TOTAL OFFICE AND COMMUNITY GROSS BUILDING AREA			= 3,747 SF	
LOT COVERAGE	26,347 SF / 62,291 SF = 0.42 = 42% < 60%			(YCMC 8-5.703)

BUILDING SUMMARY

SENIOR CITIZEN HOUSING PROJECT
8 BUILDINGS
ALL BUILDINGS ARE 1 STORY

21 - STUDIO APARTMENTS
8 - 2BED/2BATH APARTMENTS

SEE SITE PLAN FOR APARTMENT AREAS

PARKING ANALYSIS

VEHICLE PARKING REQUIRED

29 DWELLING UNITS @ 0.6 SPACES EA.	=	17.4 SPACES	(YCMC 8-5.6102)
OFFICE BUILDING @ 961 SF / 300 SF	=	3.2 SPACES	(YCMC 8-5.6102)
TOTAL VEHICLE PARKING REQUIRED:		**21 SPACES**	
ELECTRIC VEHICLE READY SPACES =	25% =	6 SPACES	
ELECTRIC VEHICLE CAPABLE SPACES =	10% =	3 SPACES	
ELECTRIC VEHICLE CHARGING SPACES =	3% =	1 SPACE	(CGBSC 4.106.4.2)

VEHICLE PARKING PROVIDED

STANDARD PARKING SPACES	23 SPACES	
ACCESSIBLE PARKING SPACES	5% = 2 SPACES (1 VAN, 1 REGULAR)	(CBC 1109A.5)
TOTAL VEHICLE PARKING PROVIDED:	**25 SPACES**	

ACCESSIBLE PARKING SPACE, SEE CIVIL DWGS

TWO BICYCLE RACKS (CGBSC 5.106.4)
PROVIDES (4) 2' x 6' PARKING SPACES

EXISTING FIRE HYDRANT - SEE CIVIL DWGS

EXISTING FIRE HYDRANT TO BE REMOVED

NEW FIRE HYDRANT - SEE CIVIL DWGS

PARKING SPACE COUNT

ELECTRIC VEHICLE CHARGING STATION WITH SURROUNDING BOLLARDS

PROJECT AREA - NEW BUILDING

CONCRETE

ASPHALT PAVING

LANDSCAPING

PROPERTY LINE

ASSUMED NEW PROPERTY LINE

ZONING SETBACK

ACCESSIBLE SITE CIRCULATION ROUTE

PAINTED CURB, NO PARKING

FENCE

HOSE LAYPATH FROM FIRE TRUCK TO BLDG - 150' MAX

HOSE CONNECTION FROM FIRE HYDRANT TO FIRE TRUCK - 300' MAX

TRUCK TURNING RADIUS

COVERED BREEZEWAY OVERHEAD

CMU SITE WALL

FIRE TRUCK

KEYNOTES

AA - SITE LEGEND
SCALE : NONE

r · g · a
architecture + engineering

RUSSELL GALLAWAY ASSOCIATES inc.

115 MEYERS STREET
SUITE 110
CHICO, CA 95928
530 342 0302

www.rgachico.com

PROJECT
TRANQUIL HARBOR ESTATES

OWNER
HABITAT FOR HUMANITY

PROJECT ADDRESS
211 & 217 S WALTON AVE YUBA CITY, CA 95933

ASSESSORS PARCEL NUMBER
057-150-050
057-220-065
057-150-004

LICENSED ARCHITECT
Matt Gallaway
RENEWAL 08/31/2025
STATE OF CALIFORNIA

RGA PROJECT #	23-634
PLAN CHECK #	
DRAWN	SJM
CHECKED	CP
STATUS DATE	2023.12.13

SITE PLAN

PD1

Future Agenda Items

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

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

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