



## SPECIAL MEETING NOTICE & AGENDA

**DATE:** Monday, March 11, 2024

**TIME:** 4:00 P.M.

**PLACE:** Yuba-Sutter Transit Authority **[Please Note Special Meeting Location]**  
Conference/Training Room  
2100 B Street  
Marysville, California

### I. Call to Order & Roll Call

Bains (Vice-Chair), Blaser, Buttacavoli, Fuhrer, Hudson, Kirchner (Chair), Flores, and Shaw

### II. Public Business from the Floor

Members of the public may address the Authority on items of interest that are within the Authority's jurisdiction and are not on the agenda for this meeting. Public comment regarding agenda items will be permitted as each is considered by the Board.

### III. Reports

#### A. Cooperative Agreement for the Affordable Housing and Sustainable Communities (AHSC) Grant Program.

Authorization to execute a Cooperative Agreement with Habitat for Humanity Yuba/Sutter, Inc. to support a grant application to the AHSC program for the Merriment Village Project. (Attachment)

RECOMMENDATION: Authorize the Executive Director to execute the attached Cooperative Agreement with Habitat for Humanity Yuba/Sutter, Inc., and any additional documents necessary to support a grant application to the Affordable Housing and Sustainable Communities (AHSC) program, as proposed.

#### B. Caltrans Temporary Construction Easement (TCE) Agreement Extension No. 2. (Attachment)

RECOMMENDATION: Authorize the Executive Director to execute the attached Amendment to the Caltrans Binney Junction/SR 70 Phase 1 Temporary Construction Easement (TCE), identified as Parcel #37882-4, as proposed.

### IV. Adjournment

**THE NEXT REGULAR MEETING IS SCHEDULED FOR THURSDAY, March 21, 2024  
AT 4:00 P.M. IN THE YUBA COUNTY BOARD OF SUPERVISORS CHAMBERS**

If you need assistance to attend the Yuba-Sutter Transit Board Meeting, or if you require auxiliary aids or services, e.g., hearing aids or signing services to make a presentation to the Board, please contact the Yuba-Sutter Transit office at (530) 634-6880 or by email at [info@yubasuttertransit.com](mailto:info@yubasuttertransit.com) at least 72 hours in advance so such aids or services can be arranged.

AGENDA ITEM III – A  
STAFF REPORT

**COOPERATIVE AGREEMENT FOR THE AFFORDABLE HOUSING  
AND SUSTAINABLE COMMUNITIES (AHSC) GRANT PROGRAM**

Habitat for Humanity Yuba/Sutter, Inc. is submitting a grant application to the California Department of Housing and Community Development's Affordable Housing and Sustainable Communities (AHSC) program to construct Phase II of the proposed 218-unit Merriment Village apartment complex located on a 7.7-acre parcel at 428 Walton Avenue in Yuba City. Part of the AHSC application sets aside funding for Sustainable Transportation Infrastructure (STI) and Transportation Related Amenities (TRA) to provide mobility benefits to future residents of the development. AHSC grant applications are awarded points based on related greenhouse gas (GHG) emissions savings expected from the combined project elements. Consequently, Habitat for Humanity and their consultant recently reached out to Yuba-Sutter Transit staff to identify potential transit system investments that would help create a competitive application. Working with the project partners, staff have identified the projects listed below as being mutually beneficial and deliverable.

Yuba-Sutter Transit will not be a direct applicant for the AHSC program funds. However, the program requires potential partners to execute an agreement with the primary applicant in order to utilize any funds awarded for their projects. Yuba-Sutter Transit entered into a similar agreement with the Regional Housing Authority in 2023 on an AHSC grant for the Richland Village project which resulted in the award of \$8.5 million for design and construction of the NextGen Transit Facility.

Attached for Board review and consideration is the draft Cooperative Agreement (Agreement) establishing the necessary partnership between Yuba-Sutter Transit and Habitat for Humanity Yuba/Sutter, Inc. The responsibilities of each project partner are covered in the draft Agreement, but Habitat for Humanity's AHSC application will include the contribution of up to \$6,110,000 million from the overall grant award toward the following STI/TRA projects:

- Matching funds for purchase of up to fifteen (15) microtransit buses in the amount of \$3,000,000.
- Microtransit operating assistance in the amount of \$2,000,000.
- Construction of Mobility Hub elements of the NextGen Transit Facility in the amount of \$660,000.
- Bus stop improvements and passenger amenities within one (1) mile of the apartment complex in the amount of \$450,000.

Staff is now recommending Board authorization to execute the attached draft Agreement committing Yuba-Sutter Transit to delivering the above referenced projects, if the AHSC grant is awarded. In addition, the staff is recommending Board authorization to certify the GHG reduction inputs and any additional documents necessary to support the application. AHSC grant applications are due March 19<sup>th</sup> and an award decision is expected to be announced in late 2024. If successful, Habitat for Humanity is expected to then execute a formal grant agreement which will start the clock on a five-year expenditure period. If no grant funding is obtained, the Agreement would automatically be voided.

Legal counsel has reviewed the draft Agreement and staff will be prepared to discuss the proposed projects and the draft cooperative agreement in detail at the meeting.

RECOMMENDATION: Authorize the Executive Director to execute the attached Cooperative Agreement with Habitat for Humanity Yuba/Sutter, Inc., and any additional documents necessary to support a grant application to the Affordable Housing and Sustainable Communities (AHSC) program as proposed.

**COOPERATIVE AGREEMENT BETWEEN YUBA-SUTTER TRANSIT AUTHORITY  
AND HABITAT FOR HUMANITY YUBA/SUTTER FOR THE AFFORDABLE HOUSING  
AND SUSTAINABLE COMMUNITIES PROGRAM**

This Cooperative Agreement ("Agreement") is entered into as of the 11<sup>th</sup> day of March 2024, between the Yuba-Sutter Transit Authority ("Authority") and Habitat for Humanity Yuba/Sutter ("Developer") each of which is referred to herein individually as "Party" and jointly as "Parties".

**RECITALS**

**WHEREAS** the State of California, Department of Housing and Community Development (HCD) issued a Notice of Funding Availability dated January 19, 2024 (NOFA), under the Affordable Housing and Sustainable Communities (AHSC) Program; and

**WHEREAS** the Developer is applying for an award from the AHSC Program, with a total amount not to exceed \$50,000,000, located at 428 North Walton Avenue, Yuba City, CA 95993, for the purpose of development of the Merriment Village Housing Project Phase II ("Project"), which includes a request for \$6,110,000 for the purpose of funding the development costs of the following projects:

1. Purchase of Microtransit Buses in the amount of \$3,000,000
2. Microtransit Operations in the amount of \$2,000,000.
3. Route 1 Mobility Hub Improvements in the amount of \$660,000
4. Bus Stop Amenities in the amount of \$450,000

**Whereas** the Authority and Developer wish to cooperate on the submittal of the Application to allow the Authority to receive this AHSC Program funding for the Project; and

**WHEREAS** the Authority is not a direct applicant for the AHSC funds, but, as set forth herein, if and only if the Application is funded, will utilize; and

**WHEREAS**, as the Authority is not a direct applicant of the funds, the AHSC Program requires the Authority and Developer to enter into this Agreement under the specific AHSC Program Threshold Requirement stated in Section 106 (a) (12) of the Round 8 AHSC Program Guidelines dated December 14, 2023; and

**WHEREAS** Section 106 (b) (7) of the AHSC Program Guidelines requires applicants to provide evidence of at least two prior projects that are similar to the proposed AHSC project in scope and size, which have been completed by the applicant, or joint applicant, during the ten (10) years preceding the application due date. This section of the Guidelines also states that the applicants may demonstrate the requisite experience by using the past experience of work completed by a Locality

or Transportation Agency non-applicant so long as the applicants can provide an executed agreement with that specific non-applicant for the completion of the related work in the Application for which funding is sought; and

**Whereas**, the Authority, as a non-applicant can demonstrate prior experience and provide evidence of at least two prior projects that are similar in scope and size to the Project which have been completed during the ten (10) years preceding March 18,2024, as follows;

1. The AUTHORITY is the sole provider of public transportation service for the bi-county area since 1975 now operating a network of six local fixed routes; local paratransit service for seniors and persons with disabilities; three rural routes; and a high level of intercity commuter express service to downtown Sacramento. The currently operated local paratransit service and evening general public dial-a-ride services, which accept same day reservations, are similar to the on-demand service that will be launched.
2. The Authority has purchased buses as needed to maintain a fleet of vehicles in good repair in order to provide the current service in the following amounts: seven 45 foot MCI D4500 buses in 2018, ten Ford Glaval 25 feet gas buses in 2019, eleven Gillig 35 foot Low Floor G27B diesel fixed route buses in 2019, and six Frontrunner low-floor 24 foot on-demand buses in 2024.
3. The AUTHORITY has completed and/or participated in numerous construction projects especially over the last 10 years including the development of on and off-street transit centers, commuter park and ride lots, and the enhancement of numerous local bus stops. These projects typically included some combination of one or more of the following: establishing/ securing right-of-way; facility design and engineering; construction of the necessary parking areas and concrete curbs, gutters, and sidewalks; and, the installation of lighting, landscaping, bus stop shelters, bus stop benches, bike lockers and security surveillance systems, as necessary. Specifically, these include and installation of 48 bus stop benches in 2019 along the construction of three bus stop pads and installation of shelters. Additionally in 2016 North Beale Transit was expanded and improved by extending the concrete pads, installing larger shelters along with bike infrastructure.

**NOW, THEREFORE**, the Parties to this Agreement agree as follows:

#### **I. Authority Responsibilities**

If a grant award is received from the AHSC Program in the amount of \$6,110,000 for the purpose of funding development costs of the transit-related components of the Project that are eligible under AHSC guidelines, the Authority will have the sole responsibility to develop these components in accordance with the

agreed upon schedule of performance and any specific award requirements related to the development of the Project.

## **II. Developer Responsibilities**

If a grant award is received from the AHSC Program, the Developer will have sole responsibility to complete the Project in accordance with the terms of the AHSC award documents.

## **III. Joint Responsibilities**

All Parties will provide the other Party with copies of the notice of completion, and other documents related to their respective work that the other Party may reasonably request, including quarterly progress reports on the Party's work.

The Authority and Developer each acknowledge and agree that the inability or failure by any Party to fully and timely meet each Party's respective responsibilities as required by the AHSC award documents may affect the timing and right of the other Party to receive disbursement of AHSC funds.

## **IV. Implementation Agreements**

In the event a grant award is received from the AHSC Program, the Authority and the Developer recognize that each Party may need additional assurances from the other (including assurances for the Project's lenders and investors) regarding the specific grant award before commencement of construction of the Project. The Parties agree to cooperate in amending this Agreement and/or entering into Implementation Agreements or other documents necessary to provide reasonable assurances and indemnifications related to the development of the Project and disbursement of grant funds. The Parties recognize that any such amendments to this Agreement or execution of additional agreements may require approval of the Authority Council and the Developer's Board of Directors.

## **V. Miscellaneous**

- A. **Waiver.** No waiver of any default or breach of any covenant of this Agreement by any Party will be implied from any omission by any Party to act on account of such default if such default persists or is repeated. Express waivers are limited in scope and duration to their express provisions. Consent to one action does not imply consent to any future action.
- B. **Events of Default.** The occurrence of any of the following events shall constitute an Event of Default under this Agreement:

- (i) A Party fails to perform any of its obligations under this Agreement and does not cure or set forth a plan of action to cure such failure within 30 days after written notice of such failure has been delivered to the defaulting Party; or
- (ii) A Party purports to revoke this Agreement or this Agreement becomes ineffective for any reason. Upon an Event of Default, any Party may terminate this Agreement as to the defaulting Party by giving notice to the other Party.

C. Termination. This Agreement shall terminate upon the earlier of:

- (i) Failure to receive an AHSC award, or
- (ii) Mutual written Agreement of the Parties hereto to terminate the Agreement, or
- (iii) Termination pursuant to paragraph (V) (B), above.

D. Assignment. No Party can assign, transfer, or otherwise substitute its interest or obligations under this Agreement without the written consent of the other Party. Notwithstanding the foregoing, the Parties acknowledge that Developer intends to form a limited partnership for the development and operation of the Project (the "Partnership"), and the Parties hereby agree that Developer may assign its interest or obligations under this Agreement to said Partnership, provided the managing general partner of such limited partnership is controlled by Developer.

E. Governing Law. This Agreement is governed by the laws of the State of California as applied to contracts that are made and performed entirely in California and any action shall be a venue in the County of Sutter.

F. Amendments. This Agreement may only be amended in writing and must be executed by both Parties.

G. Disputes. If a question arises regarding interpretation of this Agreement or its performance, or the alleged failure of a Party to perform, the Party raising the question or making the allegation must give written notice thereof to the alleged breaching Party. The Parties will promptly meet in an effort to resolve the issues raised. If the Parties fail to resolve the issues raised, alternative forms of dispute resolution, including mediation or binding arbitration, may be pursued by mutual Agreement. It is the intent of the Parties, to the extent possible, that litigation be avoided as a method of dispute resolution.

H. Attorneys' Fees. In the event legal proceedings are instituted to enforce any provision of this Agreement, the prevailing Party or Parties in said proceedings will be entitled to its costs, including reasonable attorneys' fees, in addition to such other remedies to which it may be entitled.

- I. Warranty of Authority to Execute Agreement. Each Party to this Agreement represents and warrants that each person whose signature appears hereon is duly authorized and has the full Authority to execute this Agreement on behalf of the entity that is a Party to this Agreement.
- J. Severability. If any portion of this Agreement, or the application thereof, is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining portions of this Agreement or the application thereof, will remain in full force and effect.
- K. Counterparts. This Agreement may be executed in counterparts.
- L. Entire Agreement. This Agreement constitutes the entire Agreement between the Parties pertaining to its subject matter and supersedes any prior or contemporaneous written or oral Agreement between the Parties on the same subject.
- M. Notices. Formal notices, demands, and communications between the Parties shall be sufficiently given if, and shall not be deemed given unless, dispatched by registered or certified mail, postage prepaid, return receipt requested; or delivered by express delivery service, return receipt requested, or delivered personally, to the principal offices of the Parties as follows:

**AUTHORITY:** Yuba-Sutter Transit Authority  
2100 B Street, Marysville, CA 95901  
Attn: Matthew Mauk, Executive Director  
[Matt@yubasuttertransit.com](mailto:Matt@yubasuttertransit.com)  
(530) 634-6880 Ext 102

**DEVELOPER:** Habitat for Humanity Yuba/Sutter Inc.  
202 D Street, Marysville, CA 95901  
Attn: Joseph Hale, CEO  
[Jhale@yubasutterhabitat.org](mailto:Jhale@yubasutterhabitat.org)  
(503) 845-8354



Each of the undersigned hereby executes this Agreement in the spaces provided below to evidence their respective agreement to the terms of this Agreement.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first noted above.

**Yuba-Sutter Transit Authority**

\_\_\_\_\_  
By: Matthew Mauk, Executive Director

\_\_\_\_\_  
Date

**Habitat for Humanity Yuba/Sutter**

\_\_\_\_\_

By: Joseph Hale, CEO

\_\_\_\_\_  
03/05/24  
Date

AGENDA ITEM III – B  
STAFF REPORT

**CALTRANS TEMPORARY CONSTRUCTION EASEMENT (TCE) AGREEMENT EXTENSION No. 2**

The State Route 70 Binney Junction Roadway and Complete Streets Project started in July 2023. The first construction work on the project involves the installation of pump stations at each of the two railroad under crossings, allowing State Route 70 to be lowered and widened at both locations to provide more clearance under the railroad tracks. A Temporary Construction Easement (TCE #37882-4) was executed with the California Department of Transportation (Caltrans) District 3 to allow access to a major portion of Yuba-Sutter Transit's northern bus parking area from June 1, 2023, through January 31, 2024 (8 months). The actual start of construction on the Project was delayed by approximately two months until July 31<sup>st</sup>. Due to the two-month delay from the original planned start date, Yuba-Sutter Transit granted an extension of the TCE agreement to shift the ending date by two months through March 31, 2024.

Because up to fifteen buses are being displaced from their normal overnight parking stalls by the construction easement, staff worked with Caltrans to secure an alternative parking location at the Yuba County Airport and the Board approved a lease agreement with Yuba County for the 0.75-acre, semi-improved parking lot at the Yuba County Airport for the period June 1, 2023, to January 31, 2024.

Due to unforeseen weather delays to construction, Caltrans is now requesting an additional one-month extension of the TCE agreement through April 30, 2024. Assuming approval, staff has acquired the necessary formal commitment from the Airport to allow for continued use of the leased parking area for the extra month, per the same rate and contract terms.

This second proposed term extension of the TCE through April 30, 2024, now has a direct cost impact to Yuba-Sutter Transit as the construction timeline is being extended from eight to nine months. Based on the staff's calculations of the increased operational costs associated with the continued displacement of the buses, the State proposes to pay Yuba-Sutter Transit the sum of \$4,800.00 for the additional duration of the agreement. This amount is consistent with the values assessed in the original agreement. The additional Airport lease costs are being borne entirely by Caltrans per the terms of the existing agreement.

The attached amendment to the TCE agreement was prepared by Caltrans and reviewed by legal counsel and staff is now recommending authorization to execute the amendment, as proposed. Staff and counsel will be prepared at the meeting to discuss the agreement and potential impacts in detail, as desired.

**RECOMMENDATION:** Authorize the Executive Director to execute the attached Amendment to the Caltrans Binney Junction/SR 70 Phase 1 Temporary Construction Easement (TCE), identified as Parcel #37882-4, as proposed.

**AMENDMENT TO "AGREEMENT" RIGHT OF WAY CONTRACT**

(Form #)

03	YUB	70	15.3
Dist	Co	Rte	Post
37882-4		0H160 / 0315000082	
Parcel No.		Exp Auth/Proj ID.	

WHEREAS, **YUBA-SUTTER TRANSIT AUTHORITY, A JOINT POWERS AGENCY** and the **STATE OF CALIFORNIA, ACTING BY AND THROUGH THE DEPARTMENT OF TRANSPORTATION**, have heretofore entered into that certain Right of Way Contract **dated May 1, 2023** and Amendment to "Agreement" Right of Way Contract **dated November 20, 2023**, which contracts set forth the terms and conditions under which the State acquired certain rights for State transportation purposes described in the **AGREEMENT BETWEEN YUBA-SUTTER TRANSIT AUTHORITY AND THE STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION**, in the form of one (1) **Temporary Construction Easement** identified as **Parcel 37882-4**.

WHEREAS, Subsequent to entering into said contract and amendment to contract, during the course of its transportation project entitled "State Route 70 Binney Junction Roadway and Complete Streets Project" and known as 03-YUB-70 EA:0H160/Proj:0315000082, on State Route 70 in and near the City of Marysville, from 0.1 mile south of 14<sup>th</sup> Street to just north of Cemetery Road, in Yuba County, it was determined in accordance with and subject to the laws of the State of California and the rules and regulations of the Department of Transportation, for a change in the project schedule, impacting the effective dates and duration of the Temporary Construction Easement identified as Parcel 37882-4, listed in the AGREEMENT BETWEEN YUBA-SUTTER TRANSIT AUTHORITY AND THE STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION, Section 4 on Pages 2 & 3.

WHEREAS, By reasons of the foregoing it is now the desire of the parties hereto to amend said Right of Way Contract and Amendment to "Agreement" Right of Way Contract to compensate the Grantor for the additional duration of the Temporary Construction Easement, identified as Parcel 37882-4.

NOW, THEREFORE, It is understood and agreed by and between the parties hereto as follows: Said Temporary Construction Easement, identified as Parcel 37882-4 shall be for a total period of an additional one (1) month. The additional one (1) month shall commence March 31, 2024, and terminate on April 30, 2024, or the completion of construction, whichever occurs first. Permission is hereby granted the State or its authorized agent to enter upon Grantor's land where necessary, within that certain Temporary Construction Easement, identified as Parcel 37882-4 for the purpose as described. State shall pay Grantor the sum of \$4,800.00 for the additional duration of the Temporary Construction Easement, identified as Parcel 37882-4.

**All other terms and conditions of contract remain unchanged.**

IN WITNESS WHEREOF, the parties hereto have executed this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**RECOMMENDED FOR APPROVAL:**

\_\_\_\_\_  
WADE KIRCHNER, Board Chairman  
YUBA-SUTTER TRANSIT AUTHORITY, A JOINT POWERS AGENCY  
Grantor

**APPROVED:**  
STATE OF CALIFORNIA  
Department of Transportation

\_\_\_\_\_  
DIEGO ESCUTIA  
Associate Right of Way Agent  
Marysville

\_\_\_\_\_  
HARDEEP PANNU  
Senior Right of Way Agent  
Acquisition and State Lands  
Marysville