



MEETING NOTICE & AGENDA

DATE: Thursday, November 20, 2025

TIME: 4:00 P.M.

PLACE: Board of Supervisors Chambers
Yuba County Government Center
915 8th Street
Marysville, California

I. Call to Order & Roll Call

Bains (Vice-Chair), Bradford, Buttacavoli, Cole, Flores, House, Hudson and Kirchner (Chair)

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 agenda item is considered by the Board.

III. Consent Calendar

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

- A. Minutes from the Regular Meeting of October 16, 2025. (Attachment)
- B. Disbursement List for October 2025. (Attachment)
- C. Monthly Performance Report for October 2025. (Attachment)

IV. Reports

A. Low Floor Cutaway Vehicle Purchase Authorization. (Attachment)

RECOMMENDATION: Authorize the issue of a purchase order with Model 1 Commercial Vehicles, in the amount of \$404,439.89, for purchase and delivery of two (2) low-floor Cutaways, as proposed or amended.

B. Innovative Clean Transit Regulation Waiver Request. (Attachment)

RECOMMENDATION: 1) Authorize the submittal of a request to the California Air Resources Board for a waiver of the 2026 zero-emission heavy-duty vehicle purchasing requirement due to the operational impacts of the Caltrans Binney Junction Roadway Rehabilitation and Complete Streets Project.

2) Authorize the Chair to sign a waiver request letter on behalf of the Yuba-Sutter Transit Authority Board of Directors, as proposed or amended.

C. FY 2027 Caltrans Planning Grant Application. (Attachment)

RECOMMENDATION: Authorize the submittal of a Caltrans Sustainable Transportation Planning Program Grant application as proposed or amended.

D. Assignment and Mutual Indemnity Agreement for Receipt of Affordable Housing and Sustainable Communities Grant Funds. (Attachment)

RECOMMENDATION: 1) Authorize the Executive Director to execute an Assignment and Mutual Indemnity Agreement with Sutter Community Affordable Housing to accept \$8.5 mil. in grant funding for the NextGen Transit Facility awarded pursuant to the Affordable Housing and Sustainable Communities (AHSC) program.

2) Authorize the Executive Director to certify and execute any additional documents necessary for disbursement of the AHSC grant funding.

E. FY 2026 First Quarter Performance Report. (Attachment)

RECOMMENDATION: Information only.

F. Project & Program Updates.

1. Mobility On Demand (MOD) Performance Report
2. Lincoln/Roseville Service Planning
3. NextGen Transit Facility Project

RECOMMENDATION: Information only.

V. Correspondence / Information

VI. Other Business

VII. Adjournment

THE NEXT REGULAR MEETING IS SCHEDULED FOR THURSDAY, DECEMBER 18, 2025, AT 4:00 P.M. IN THE BOARD OF SUPERVISORS CHAMBERS, YUBA COUNTY GOVERNMENT CENTER

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 at least 72 hours in advance so such aids or services can be arranged.

AGENDA ITEM III – A

**YUBA-SUTTER TRANSIT AUTHORITY
MEETING MINUTES
OCTOBER 16, 2025**

I. Call to Order & Roll Call (4:04 p.m.)

Present: Bains (4:05 pm), Flores, Gilchrist, House, Shaw and Vasquez

Absent: Bradford, Buttacavoli, Cole, Hudson and Kirchner

Director Flores nominated Director Shaw to Chair the meeting. Director Gilchrist seconded the motion, and it carried unanimously.

Vice-Chair Director Bains arrived at 4:05pm, Director Shaw deferred leadership to the Vice-Chair.

II. Presentations

A. Employee Service Recognitions.

Director Bains presented proclamations recognizing Arthur Leonard and Patrice Moniz for their 40 years of service to Yuba-Sutter Transit.

III. Public Business from the Floor

None.

IV. Consent Calendar

Director Vasquez made a motion to approve the consent calendar. Director House seconded the motion, and it carried unanimously.

V. Reports

A. Surplus Declaration for Disposal of Two (2) Cutaway Buses.

Executive Director Matthew Mauk stated the requested action is for approval to surplus two 2014 Chevy cutaways with over 230,000 miles. Mauk stated that the vehicles were no longer operational and had already been replaced. If approved, the vehicles were to be advertised for government auction based on scrap value.

Director House made a motion to adopt Resolution No. 08-25 declaring the vehicles to be surplus and authorizing their disposal, as proposed. Director Shaw seconded the motion, and it carried unanimously.

B. Demand-Response Van Purchase Authorization.

Mauk stated the requested action for approval to purchase five paratransit vans from A-Z Bus Sales. The recommended vans are eight passenger, gasoline engine, Ford 350 EL models. If approved, the vehicles will be purpose built for demand response service and will be equipped with a side wheelchair lift and two wheelchair tiedown positions.

Mauk stated these vehicles are new to the fleet and were selected due to their smaller size and flexibility, accessibility features and relative fuel efficiency. These vehicles are small enough to not be subject to the zero-emission bus mandate. The purchase will be completed under the statewide CalACT/Basin Transit cooperative purchasing contract and will be compliant with all state and federal procurement requirements. The purchase will be funded with available federal section 5339 grant funds and matched with available STA. The requested action does include a capital budget revision to add the project to the current year because these vehicles are readily available, and delivery/acceptance could occur before the end of the fiscal year.

Director House asked about comparative capacity of the buses, if the contractor had been consulted, and warranty issues. Mauk stated the buses were selected in consultation with operations, would be used in combination with larger cutaways, and the purchase will include an extended manufacturers' warranty on the drive train.

Director Vasquez made a motion to authorize the issuance of a purchase order with A-Z Bus Sales, in an amount not to exceed \$607,313.80, for delivery and warranty of five Ford 350 EL Transit Style Shuttle Vans, and the addition of said project to the Fiscal Year (FY) 2026 Capital Budget. Director Flores seconded the motion, and it carried unanimously.

C. Bus Stop Cleaning and Maintenance Request for Proposals (RFP).

Mauk stated the requested action is for the release of an RFP for extra bus stop cleaning and maintenance services, including routine inspection, cleaning, minor repairs and weed abatement for all 260 local bus stops.

Mauk stated that this work has been historically provided by a local non-profit but because the value of the contract exceeds staff's delegated purchasing authority, staff recommends conducting this competitive procurement in keeping with the purchasing policies and procedures. Mauk stated that staff expects the same organization to submit a proposal.

Director House asked if the contract included abatement of homelessness, or just basic cleaning and maintenance. Mauk affirmed it was for basic cleaning and maintenance.

Director House made a motion to authorize the release of a Bus Stop Cleaning and Maintenance Request for Proposal (RFP), as proposed. Director Flores seconded the motion, and it carried unanimously.

D. Shasta Street & Alturas Street Bus Pad Improvements Project.

Mauk stated that the requested action was for Board commitment to share half the cost (not to exceed \$150,000) for a pavement and sidewalk improvement project being undertaken by the City of Yuba City at the Alturas and Shasta Street transfer center and intersection.

Mauk stated this site is an important transfer point immediately over the bridge in Yuba City and that it has been a long-standing pavement maintenance issue due to the frequency of bus use. Mauk stated the action is in keeping with the board adopted procedures to support local projects that address immediate maintenance and access issues at bus stops and that staff worked with Yuba City Public Works to scope the project to provide long-term maintenance cost relief. The project was included in the capital budget and will be backed with available STA funds.

Director Flores made a motion to authorize the issuance of a Letter of Commitment to the City of Yuba City for cost sharing of the Shasta Street & Alturas Street Bus Pad Improvements Project as proposed. Director House seconded the motion, and it carried unanimously.

E. Project and Program Updates.

1. Mobility on Demand (MOD) Performance Report

Mauk reported that September MOD ridership jumped exponentially with 943 trips provided, most to discount riders, 324 riders with disabilities and 168 youth riders. The best weekday ridership was 61 trips and the best Saturday was 44 trips.

2. Lincoln/Roseville Service Planning

Mauk reported that a meeting has been scheduled with Mercy Housing and City of Wheatland for October 27th to discuss the ongoing funding partnership and an early November meeting is planned with Placer County and Roseville transit to discuss service coordination and operational matters at the Lincoln Park and Ride lot located on Lincoln Blvd and Industrial Avenue, which will likely serve as the connection point for the regional operators.

3. 50th Anniversary Event

Mauk reminded attendees that the anniversary open house was taking place at Yuba-Sutter Transit on Saturday, October 18th starting at 6:30 PM, plans included food, music and several family friendly activities.

VI. Correspondence / Information

None

VII. Other Business

Mauk stated that the next regular board meeting on November 20th at 4:00 PM will take place in the Linda Room because of a scheduling conflict.

Director Bains asked if the Sikh Parade organizers had found transportation. Mauk stated that on the previous afternoon, he had sent the organizers additional names and contact numbers for private charter operators but was unaware of any progress.

VIII. Adjournment

The meeting was adjourned at 4:25 p.m.

The next regular meeting is scheduled for Thursday, November 20, 2025, at 4:00 p.m. in Yuba County Board of Supervisors Chambers, unless otherwise noticed.

AGENDA ITEM III - B
**YUBA-SUTTER TRANSIT
DISBURSEMENT LIST
MONTH OF OCTOBER 2025**

CHECK NO.	AMOUNT	VENDOR	PURPOSE
EFT	\$ 10,507.26	CALPERS HEALTH	HEALTH INSURANCE
EFT	\$ 5,525.48	CALPERS RETIREMENT	RETIREMENT PAYMENT (EMPLOYER SHARE)
EFT	\$ 854.00	CALPERS 457 PLAN	EMPLOYER CONTRIBUTION
EFT	\$ 875.53	CYPRESS DENTAL ADMINISTRATORS	DENTAL & VSP INSURANCE - OCTOBER 2025
EFT	\$ 56,023.14	PAYROLL	PAYROLL - SEPTEMBER 2025
EFT	\$ 1,121.89	PRINCIPAL MUTUAL LIFE INSURANCE	L/D/LTD INSURANCE - OCTOBER 2025
EFT	\$ 273.19	COMCAST BUSINESS	INTERNET SERVICES - OCTOBER 2025
EFT	\$ 837.53	CARDMEMBER SERVICES	CREDIT CARD: SUBSCRIPTIONS, LANYARDS, DUES & PRINTER RIBBONS
EFT	\$ 444.00	CALIFORNIA DEPT OF TAX AND FEE ADMIN	FUEL TAX: JUL - SEPT 2025
EFT	\$ 41.48	CALIFORNIA WATER SERVICE	FIRE SUPPRESSION - OCTOBER 2025
EFT	\$ 442.91	CALIFORNIA WATER SERVICE	WATER: 9/12/2025 - 10/10/2025
EFT	\$ 5,940.88	PG&E	ELECTRIC 9/10/2025 - 10/09/2025
EFT	\$ 2.91	PG&E	PARKING LOT LIGHTS - OCTOBER 2025
EFT	\$ 54.40	PG&E	GAS - SEPTEMBER 2025
EFT	\$ 23.15	PG&E	ELECTRIC & GAS AT 1430 MELODY RD 9/10/2025 - 10/09/2025
EFT	\$ 350.73	MACQUARIE EQUIPMENT CAPITAL INC	COPY MACHINE LEASE - SEPTEMBER 2025
EFT	\$ 837.75	STATE COMPENSATION INSURANCE FUND	PREMIUM CHARGES: WORKERS COMP 10/1/2025 - 1/1/2026
EFT	\$ 100.00	DAVID SHAW	BOARD MEETING - OCTOBER 16, 2025
EFT	\$ 100.00	RENICK HOUSE	BOARD MEETING - OCTOBER 16, 2025
EFT	\$ 5,315.64	RAMOS OIL COMPANY	BUS FUEL - GAS 9/20/2025 - 9/30/2025
EFT	\$ 5,179.03	RAMOS OIL COMPANY	BUS FUEL - GAS 10/01/2025 - 10/10/2025
EFT	\$ 4,193.15	RAMOS OIL COMPANY	BUS FUEL - GAS 10/11/2025 - 10/20/2025
EFT	\$ 22,430.21	THE LE FLORE GROUP	NGTF CONSULTING - AUGUST & SEPTEMBER 2025
EFT	\$ 251.50	UTILITY MANAGEMENT SERVICES	SEWER - OCTOBER 2025
EFT	\$ 136.02	PRIMEPAY	PAYROLL FEES - SEPTEMBER 2025
EFT	\$ 3,200.00	VIA TRANSPORTATION INC	VEHICLE FEE - SEPTEMBER 2025
EFT	\$ 243.14	ELAVON	MERCHANT SERVICE FEE - OCTOBER 2025
19394	\$ 230.98	ADVANCED DOCUMENTS CONCEPTS	COPY MACHINE CHARGES - SEPTEMBER 2025
19395	\$ 42,251.54	AECOM TECHNICAL SERVICES INC	NEXT GEN FACILITY ENGINEERING SERVICES - AUGUST 2025
19396	\$ 175.00	ALL SEASONS TREE & TURF CARE	LANDSCAPING & WEED CONTROL - SEPTEMBER 2025
19397	\$ 2,704.57	CONNECT CARD REGIONAL SERVICE CENTER	CONNECT CARD SALES - SEPTEMBER 2025
19398	\$ 25,019.06	HUNT & SONS INC	BUS FUEL - DYED DIESEL
19399	\$ 109.66	MATTHEW MAUK	REIMBURSEMENT - MILEAGE & SUPPLIES
19400	\$ 304.71	QUILL CORPORATION	OFFICE SUPPLIES: ENVELOPES, RECEIPT BOOKS, CLIPS & PAPER
19401	\$ 3,952.64	RECLAMATION DISTRICT 784	FY26 LEVEE & INTERNAL DRAINAGE AT 6035 AVONDALE AVE
19402	\$ 1,041.14	SC FUELS	DEF FLUID
19403	\$ 566,079.25	STORER TRANSIT SYSTEMS	CONTRACT SERVICES & VEHICLE INSURANCE - 8/2025
19404	\$ 670.00	STREAMLINE	WEBSITE SERVICES - OCTOBER 2025
19405	\$ 150.43	SUTTER COUNTY LIBRARY	CONNECT CARD COMMISSION - AUGUST 2025
19406	\$ 1,015.80	T-MOBILE	WIFI SERVICES FOR BUSES - SEPTEMBER 2025
19407	\$ 490.40	T-MOBILE	WIFI SERVICES FOR BUSES - SEPTEMBER 2025
19408	\$ 4,810.62	TEHAMA TIRE SERVICE INC	TUBES/TIRES
19409	\$ 20,238.75	PASSIO TECHNOLOGIES LLC	IMPLEMENTATION OF GPS/AVL FOR 33 VEHICLES
19410	\$ 375.00	SHANE GRIEGO	DJ SERVICES FOR 50TH ANNIVERSARY CELEBRATION
19411	\$ 9,559.32	4IMPRINT	50TH ANNIVERSARY BRANDED ITEMS FOR GIVEAWAY
19412	\$ 2,150.00	ALLIANT NETWORKING SERVICES INC	IT SERVICES - NOVEMBER 2025
19413	\$ 17,575.73	ALLSTAR WRAPS LLC	WRAP ON 10 DR BUSES
19413	\$ 675.00	ALLSTAR WRAPS LLC	BUS STOP SIGNS - RESTOCKING FEE
19414	\$ 50.00	CITY OF MARYSVILLE	ENTRY FEE FOR MARYSVILLE CHRISTMAS PARADE
19415	\$ 566.95	FRAQMD	ANNUAL PERMIT RENEWAL FOR GENERATOR
19416	\$ 23,839.59	HUNT & SONS INC	BUS FUEL - DYED DIESEL
19417	\$ 9,968.75	PROSIO COMMUNICATIONS	MARKETING SERVICES - SEPTEMBER 2025
19418	\$ 1,851.55	QuEST	MAINTENANCE OF BUS STOPS/SHELTERS - 9/25
19419	\$ 593.09	QUILL CORPORATION	JANITORIAL SUPPLIES: PAPER TOWELS, TRASH BAGS
19420	\$ 1,100.00	RC JANITORIAL	JANITORIAL SERVICES - SEPTEMBER 2025
19421	\$ 2,118.75	RICH, FUIDGE, BORDSEN & GALYEAN, INC	LEGAL SERVICES: 9/18/2025 - 10/09/2025
19422	\$ 916.09	SC FUELS	DEF FLUID
19423	\$ 60.00	SHELBY'S PEST CONTROL	PEST CONTROL SERVICES - OCTOBER 2025
19424	\$ 6,319.72	TEHAMA TIRE SERVICE INC	TUBES/TIRES
19425	\$ 590.00	TELELINK BUSINESS TELEPHONE SYSTEMS	TELEPHONE SERVICES - OCTOBER 2025
19426	\$ 100.00	ANDY VASQUEZ	BOARD MEETING - OCTOBER 16, 2025
19427	\$ 64.78	CONNECT CARD REGIONAL SERVICE CENTER	CONNECT CARD SALES - SEPTEMBER 2025- REVISED INVOICE
19428	\$ 100.00	DAN FLORES	BOARD MEETING - OCTOBER 16, 2025
19429	\$ 4,253.27	DLETA PRINT GROUP LLC	PRINTING: RIDE GUIDES & FLAT MAPS
19430	\$ 150.14	JESSICA SOLIS	REIMBURSEMENT - SUPPLIES
19430	\$ 291.30	JESSICA SOLIS	REIMBURSEMENT - ITEMS FOR 50TH YR CELEBRATION
19431	\$ 100.00	KARM BAINS	BOARD MEETING - OCTOBER 16, 2025
19432	\$ 577.96	MATTHEW MAUK	REIMBURSEMENT - ITEMS FOR 50TH YR CELEBRATION
19432	\$ 1,591.20	MATTHEW MAUK	REIMBURSEMENT - MILEAGE & LODGING FOR CALACT CONFERENCE
19433	\$ 25.00	OLIVEHURST PUBLIC UTILITY DISTRICT	ONE TIME SERVICE FEE - NEW ACCT AT 1430 MELODY RD
19434	\$ 977.33	SC FUELS	DEF FLUID
19435	\$ 589.61	SECURITAS TECHNOLOGY CORPORATION	SECURITY SERVICES - NOVEMBER 2025
19436	\$ 7,095.00	STORER TRANSIT SYSTEMS	SERVICE ON FIRE SUPPRESSION SYSTEMS ON CB & FR BUSES
19436	\$ 299.24	STORER TRANSIT SYSTEMS	SPECIAL EVENT SHUTTLING: CITY MANAGER TOUR 9/19/2025
19437	\$ 100.00	STUART GILCRIST	BOARD MEETING - OCTOBER 16, 2025
19438	\$ 85.65	SUTTER COUNTY LIBRARY	CONNECT CARD COMMISSION - SEPTEMBER 2025
19439	\$ 2,614.09	TEHAMA TIRE SERVICE INC	TUBES/TIRES
	\$ 891,873.58		

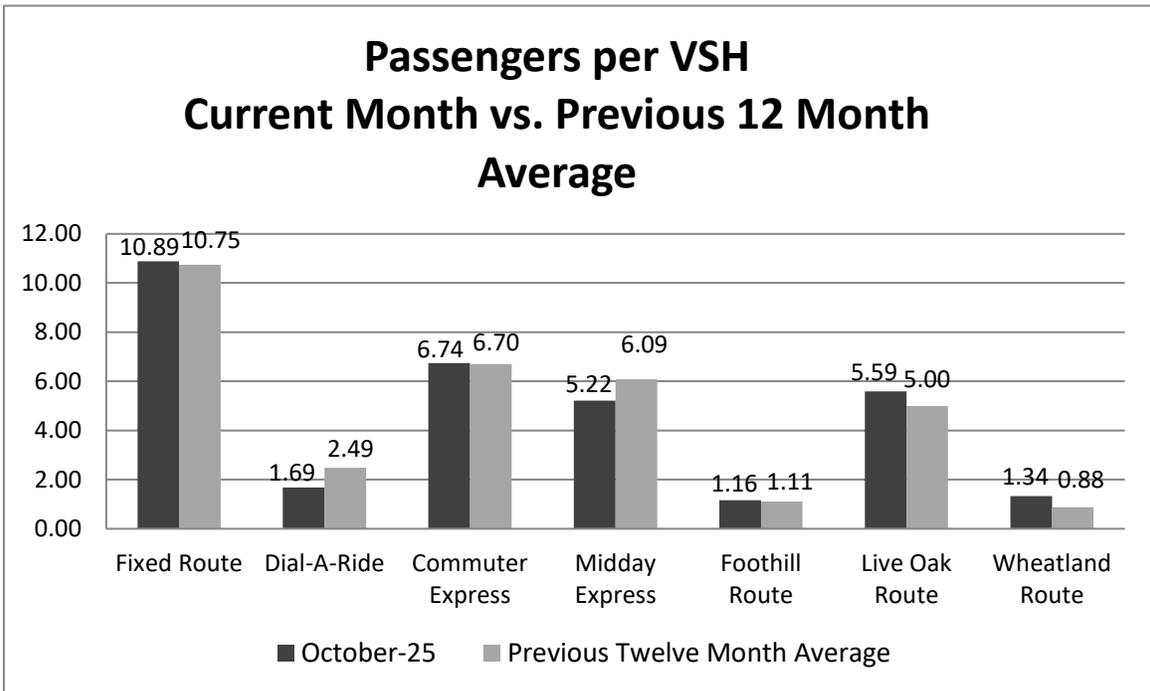
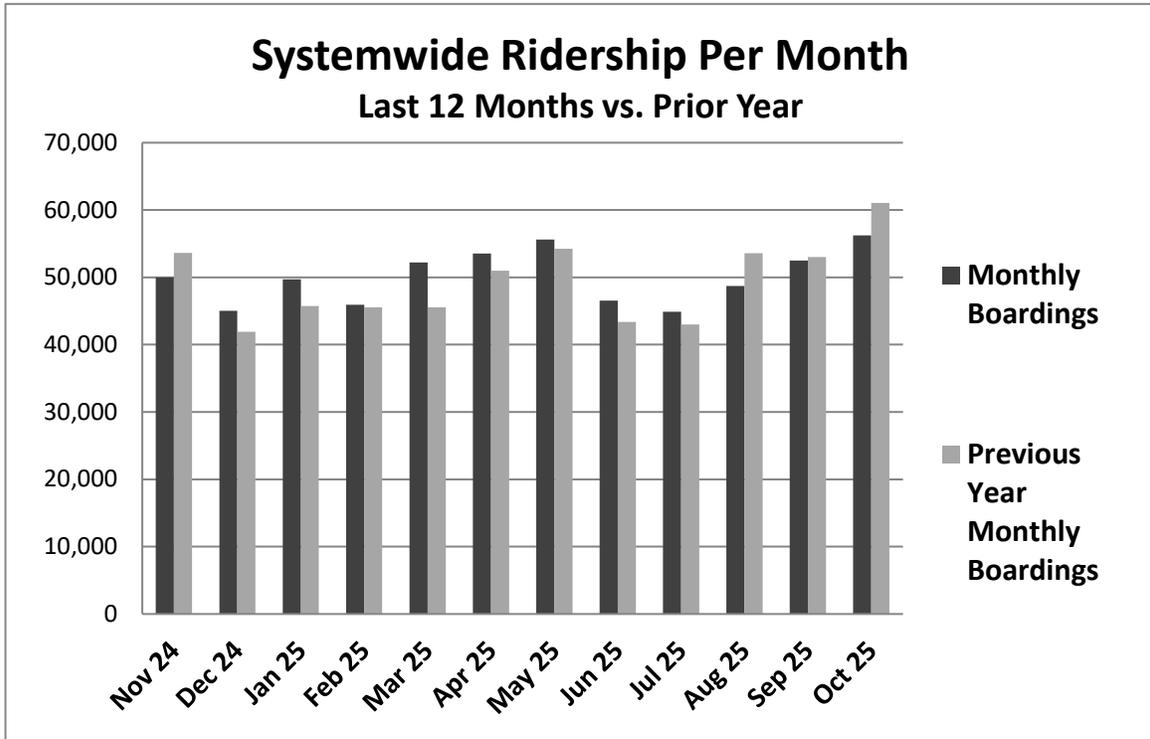
LAIF
TRANSFERS

AGENDA ITEM III- C

OCTOBER 2025 PERFORMANCE REPORT

	October-25	Previous Twelve Month Average	Fiscal YTD	Previous Fiscal YTD
Ridership:				
Fixed Route	47,579	42,467	169,058	176,752
Dial-A-Ride	2,148	3,107	8,808	11,422
Commuter Express	5,097	3,414	19,305	17,988
Midday Express	712	1,746	2,553	2,183
Foothill Route	114	96	439	382
Live Oak Route	491	391	1,935	1,700
Wheatland Route	84	44	271	184
Total Ridership:	56,225	51,266	202,369	210,611
Vehicle Service Hours:				
Fixed Route	4,369.68	3,950.74	16,695.94	15,154.29
Dial-A-Ride	1,274.19	1,249.31	4,797.68	6,567.33
Commuter Express	756.30	509.64	2,796.36	2,668.53
Midday Express	136.46	286.87	513.18	463.84
Foothill Route	98.24	86.35	371.06	351.21
Live Oak Route	87.84	78.29	328.52	321.49
Wheatland Route	62.89	49.63	215.55	221.60
Total VSH's:	6,785.60	6,210.83	25,718.29	25,748.29
Passengers Per Hour:				
Fixed Route	10.89	10.75	10.13	11.66
Dial-A-Ride	1.69	2.49	1.84	1.74
Commuter Express	6.74	6.70	6.90	6.74
Midday Express	5.22	6.09	4.97	4.71
Foothill Route	1.16	1.11	1.18	1.09
Live Oak Route	5.59	5.00	5.89	5.29
Wheatland Route	1.34	0.88	1.26	0.83
Total Passengers Per VSH:	8.29	8.25	7.87	8.18

OCTOBER 2025 PERFORMANCE REPORT



AGENDA ITEM IV – A
STAFF REPORT

LOW FLOOR CUTAWAY VEHICLE PURCHASE AUTHORIZATION

RECOMMENDATION: Authorize the issue of a purchase order with Model 1 Commercial Vehicles, in the amount of \$404,439.89, for purchase and delivery of two (2) low-floor Cutaways, as proposed or amended.

Background

The Yuba-Sutter Transit Authority (Authority) Procurement Policy requires that individual purchases exceeding \$50,000 be submitted to the Board of Directors for approval prior to execution.

The current 5-Year MTIP Program of Projects and Long-Range Capital Improvement Plan (CIP) adopted in August 2025, includes the purchase of up to seven (7) demand-response vehicles to support existing service demand and the launch of planned intercity service to Lincoln/Roseville.

Discussion

With the requested action, staff is recommending approval for the purchase of two (2) low floor ARBOC “Spirit of Mobility” model, body-on-chassis (“cutaways”), per the applicable terms of the California Association of Coordinated Transportation (CalACT) Cooperative Purchasing Agreement #20-01. This purchase will provide the contractor with additional low floor, gasoline powered cutaways with capacity for up to twenty-two (22) ambulatory passengers, or eighteen (18) ambulatory passengers and up to two (2) wheelchairs. If approved, these vehicles will be configured and appointed for use in rural intercity and demand-response service, including the planned Lincoln/Roseville connector service. The proposed make and model are recommended based on the relatively large seating capacity, ease of wheelchair accessibility, and demonstrated reliability. The proposed cutaways will be manufactured in Middlebury, IN, by ARBOC Specialty Vehicles, LLC, a New Flyer of America Company, on GM 4500 chassis.

Following past practice, staff is recommending that Yuba-Sutter Transit leverage the statewide cooperative purchasing agreement issued by Basin Transit (formerly Morongo Basin Transit Authority) in association with CalACT. Participating in the CalACT cooperative purchase results in lower unit costs, less time and expense for the development and administration of a local bid process, and ready compliance with state and federal purchasing regulations. The desired model of vehicle is only available from Model 1 Commercial Vehicles, which provides support in Sacramento. Vehicle delivery is estimated within 10 months of the notice to proceed. Staff will be prepared to discuss this purchase in detail at the meeting.

Fiscal Impact

The proposed purchase would be funded with Federal Section 5307 formula funding (\$288,000) with matching funds from available State Transit Assistance (\$116,000). If approved, the project will be included in the Fiscal Year 2027 capital budget.

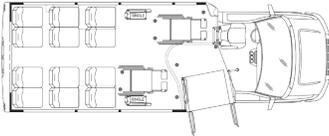
Attachment(s)

ARBOC Spirit of Mobility Specifications Sheet

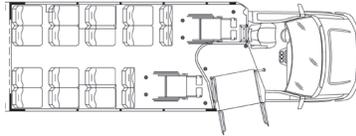


The ARBOC Spirit of Mobility provides a single, non-discriminatory patented angled and accessible entranceway. Passengers no longer need to contend with steps in the most accessible cutaway bus in the industry. Every passenger can experience what Equal Access for Everyone® really means!

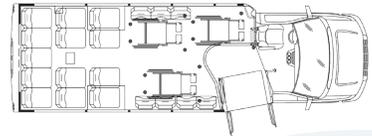
24', 12+2 Passenger, 2 w/c



26', 14+4 Passenger, 2 w/c



26', 13+7 Passenger, 3 w/c



Standard Features

Specifications

GM4500 with GVWR 14,200 lbs.
GVWR Front Axle: 4,600 lbs.
GVWR Rear Axle: 9,600 lbs.
Engine: Vortec 6.6L Gas
Transmission: 6-Speed Automatic (MYD)
Brakes: Heavy Duty Disc Brakes with four-wheel ABS
Park Brake: Internal Rear Disc
Alternator: 220 Amp
Battery: Dual Batteries, 770 CCA
Hour Meter
Tires: LT225/75RX16D/E on White Steel Rims
Fuel Tank: 57 Gallons
50 State Emissions
Shuttle Bus Package (Includes): Chrome Appearance Package (Chrome grille with dual composite halogen headlamp), Tilt/Cruise
Air Bag: Driver Side Only
Power Ports: (2) 12-Volt Outlets (1) 110-Volt Outlet
Driver Dome Light
Daytime Running Lights
Factory Dash A/C, Defroster and Heat
Full Air Ride Suspension w/ Kneeling Electronic Control
12V Electric Air Suspension Compressor System

Base Models

SOM 24' 165" WB/24'-1" Overall Length Gas
SOM 26' 191" WB/26'-3" Overall Length Gas
SOM 28' 210" WB/27'-10" Overall Length

Construction

All Tubular Steel Cage Construction
Bolted & Bonded Construction
Full Laminated Body
Body Width: 96" (does not include mirrors)
Body Height: 110" (does not include roof hatch or AC)
Seating Capacity: Theater Seating up to 21 Passengers
Wheel Chair Capacity: up to 8
5/8" Wood Floor (edge sealed prior to installation)
Altoona Tested- 7 Years/200,000 Miles
Meets all applicable FMVSS Regulations

Electrical

Air Pressure Gauge
LED Interior/Exterior Lights
Interior Passenger Lights "ON" with door
Auxiliary Battery Compartment w/Tray and Door
Switches Mounted on Driver's Console
Master Battery Disconnect Switch
Backup Alarm

Exterior Body & Lights

LED Interior/Exterior Lights
Rear Center Mounted Brake Light - LED
Exterior Light at Entry Door - LED
Black Rubber Rear Wheel Well Flares
One Piece Exterior FRP Wall/Skirt
Heated/Remote Exterior Mirrors

Interior

OEM Driver Console w/Cup Holder
Right Hand & Left Hand Stanchions - Stainless Steel
Entry Assist Handles - Stainless Steel
One Piece FRP Interior Walls/Ceiling
Door Header Access Panel
Side View Window Behind Driver

AGENDA ITEM IV – B
STAFF REPORT

INNOVATIVE CLEAN TRANSIT REGULATION WAIVER REQUEST

- RECOMMENDATION: 1) Authorize the submittal of a request to the California Air Resources Board for a waiver of the 2026 zero-emission heavy-duty vehicle purchasing requirement due to the operational impacts of the Caltrans Binney Junction Roadway Rehabilitation and Complete Streets Project.
- 2) Authorize the Chair to sign a waiver request letter on behalf of the Yuba-Sutter Transit Authority Board of Directors, as proposed or amended.

Background

The Innovative Clean Transit (ICT) Regulation was adopted in December 2018 by the California Air Resources Board (CARB) to replace the Fleet Rule for Transit Agencies. The regulation requires all public transit agencies to gradually transition to a 100 percent zero-emission bus (ZEB) fleet. It applies to all transit agencies that own, operate, or lease buses with a gross vehicle weight rating (GVWR) greater than 14,000 lbs. It includes standard, articulated, over-the-road, double-decker, and cutaway buses. However, the ZEB purchase requirements for over-the-road coaches and cutaway buses do not start until 2026 or later. These bus types remain exempt from the ZEB purchase requirements until they pass the Altoona testing.

The ICT requirements differ for large and small transit agencies. The Yuba-Sutter Transit Authority (Authority) is considered a small transit agency because it operates less than 100 buses in annual maximum service and is in an urbanized area with a population less than 200,000. The ZEB purchase requirements began in 2023 for large transit agencies and begin in 2026 for small transit agencies, with a 25 percent minimum of new bus purchases each year that must be zero-emission. Beginning in 2029, 100 percent of new purchases by all transit agencies must be ZEBs, with a goal of full transition by 2040.

The ICT regulation does provide some exemptions and compliance options to provide flexibility for transit agencies to ensure transit service is not adversely impacted through the implementation. Providing that all required information is correct and complete, year-by-year exemptions are to be granted upon request for circumstances that are beyond a transit agency's control. Examples of qualifying hardships include a lack of adequate available funding for incremental capital or electricity costs for depot-charging battery electric buses, unforeseen delays in infrastructure construction, or when a transit agency declares a financial emergency.

The California State Route 70 Binney Junction Roadway Rehabilitation and Complete Streets Project (Project), currently being undertaken by Caltrans District 3, is a multi-phase construction project involving the replacement of two railroad underpasses immediately to the north and south of the Authority's operations and maintenance facility at 2100 B Street in Marysville. In addition, the Project includes lowering, widening, and adding complete street improvements to State Route 70 bordering the eastern edge of the property, as well as the realignment of the existing railroad tracks on the western edge of the property. This latter track realignment component of the Project must be done without disrupting railroad operations. Consequently, Caltrans' contractor is constructing parallel tracks closer to the Authority's property and shifting the railway traffic over to the new alignment.

The next phase of construction on the Project required the negotiation of two temporary construction easements (TCEs) granted to Caltrans for a significant portion of the Authority's current bus parking lot. The TCEs are required for the purpose of providing Caltrans' construction contractors with access and additional working room to relocate the railroad tracks and construct the retaining walls that will eventually border the Authority's property. Caltrans' exercise of these construction easements, now estimated to begin May/June of 2026, will necessitate

relocating the Authority's entire heavy-duty bus fleet (currently thirty-three vehicles) to a temporary, leased operations site for the duration of the construction.

Discussion

With the requested action, staff recommends Board authorization for submittal of a letter, signed by the Chair or Designee, to CARB requesting a waiver of the initial ZEB purchasing requirement for calendar year 2026 due to the forced relocation of the Authority's heavy-duty bus fleet to a temporary, leased operations site during the Caltrans construction Project. It is staff's contention that a waiver is justified due to the impracticability and undue costs of installing either permanent or portable electric vehicle charging infrastructure at a property that the Authority does not own and will occupy for an unknown period. Furthermore, the terms of the lease agreement for the temporary site restrict the Authority from making "alterations, additions, or improvements in or to the leased premises without Lessor's prior written consent," and, "upon expiration...the ownership of improvements made to the Leased Premises shall revert (transfer) to Lessor, or Lessee shall remove and/or demolish any and all improvements (as designated by Lessor)." In addition, Caltrans financial support for the relocation only funds like-for-like facilities and would not extend to major upgrades or improvements such as electric vehicle charging infrastructure.

In preparation for the request for Board support, staff have been meeting with CARB staff to evaluate the mitigating circumstances and determine what documentation would be required to support a waiver request. In response to those efforts, CARB is now requesting documentation including a letter from Caltrans about the Project (requested November 12th), the lease agreement, any documentation stating that the Authority was denied funding, and a letter from the Authority's Board stating the following:

- It is working towards a permanent location in continuance of its long-term ZEB goals
- A temporary situation is not planned for long-term use, and capital cost is too high for a short-term project that provides limited benefit
- The high incremental cost of electric charging infrastructure cannot be offset through Make Ready type programs

If approved, staff will draft a letter for execution by the Chair or Designee to address CARB's stated requirements and submit the request letter and any available supporting documentation to CARB prior to the regulatory deadline of November 30th. Staff will be prepared to discuss this matter in greater detail at the meeting as needed.

Fiscal Impact

None.

Attachment(s)

None.

AGENDA ITEM IV – C
STAFF REPORT

FY 2027 CALTRANS PLANNING GRANT APPLICATION

RECOMMENDATION: Authorize the submittal of a Caltrans Sustainable Transportation Planning Program Grant application as proposed or amended.

Background

Local, short- and long-range transit plans are used to evaluate both the existing public transportation system and the potential for new or revised services, administrative updates, financial planning strategies, and/or capital improvements for the purpose of guiding the development of the transit system over a five-to-ten-year period. These plans are typically updated every five years or so as conditions warrant. The most recent Yuba-Sutter Short-Range Transit Plan (SRTP), dubbed the NextGen Transit Plan, was adopted in May 2023 and included a Comprehensive Operational Analysis (COA) conducted during the latter stages of the pandemic. The Authority's last long-range plan was adopted in 2009 and covered a ten-year planning horizon. Development of an updated Yuba-Sutter Transit short- and long-range transit plan is timely and merited given the progress to date on recommendations from the previous plans, and the ever-evolving ridership trends of the last few post-pandemic years.

Discussion

To fund this planning effort, staff is now recommending that the Board authorize the submittal of a grant application under the California Department of Transportation (Caltrans) Sustainable Transportation Planning Grant Program. Caltrans recently issued a call for projects under this competitive funding program for which grant applications are due on November 21, 2025. Successful applicants will be notified in the summer of 2026 with work to begin no earlier than November 2026. These grants require a local match of 11.47 percent. If awarded, this grant will be used to update and replace the former SRTP/COA and outdated 2009 long-range transit plan with a combined short- and long-range transit plan. The 2023 NextGen Transit Plan was successfully funded with this same grant program.

An updated 2028 Short- and Long-Range Transit Plan would include an in-depth assessment of current conditions and ridership trends, a top-to-bottom evaluation of the system's performance, public outreach to determine local and regional priorities for service improvements, and an analysis of the short and long-term fiscal realities. These efforts are intended to provide a foundational planning document for five to ten years. Staff will be prepared to discuss the Caltrans Sustainable Transportation Planning Grant Program application in detail at the meeting.

Fiscal Impact

Staff estimates the project budget at approx. \$232,000 for which a local match of up to \$32,783 (cash and in-kind) would be required. The proposed match will be provided with available Transportation Development Act funds, and if awarded, the project will be included in the draft Fiscal Year 2027 operating budget.

Attachment(s)

FY 2027 Caltrans Sustainable Transportation Planning Grant Fact Sheet

SUSTAINABLE TRANSPORTATION PLANNING GRANTS

Strategic Partnerships & Strategic Partnerships - Transit

Objectives of the Strategic Partnerships Grants

The purpose of the Strategic Partnerships grants is to fund transportation planning studies in partnership with Caltrans that address the regional, interregional, and statewide needs of the State Highway System. Examples of eligible Strategic Partnerships projects include Comprehensive Multimodal Corridor Plans, Managed Lanes Studies, Transportation Demand Management Plans, and VMT Mitigation Programs.

The purpose of the Strategic Partnerships – Transit sub-category is to fund multi-modal planning studies that focus on transit, in partnership with Caltrans, of regional, interregional, and statewide significance, and assist in achieving the Caltrans Mission and Grant Program Objectives. Examples of eligible Strategic Partnerships projects include Transportation Network and Land Use Compatibility Plans and Comprehensive Operational Analysis.

Eligible Applicants

- Metropolitan Planning Organizations
- Regional Transportation Planning Agencies
- Transit Agencies (eligible for Strategic Partnerships - Transit)

Requirements for a Successful Grant Application

- Partner with Caltrans to identify and address statewide, interregional, or regional transportation deficiencies in the State Highway System (or multimodal transportation system for transit-focused projects).
- Strengthen government-to-government relationships.
- Accomplish Federal Planning Factors.
- Result in programmed system improvements.

Funding Information

STRATEGIC PARTNERSHIPS

- **\$1.5 Million**
- **Federal Funds:** FHWA SPR, PART I
- **Minimum Grant Request:** \$100,000
- **Maximum Grant Request:** \$500,000
- **Local Match:** 20% Minimum

STRATEGIC PARTNERSHIPS - TRANSIT

- **\$3 Million**
- **Federal Funds:** FTA Section 5304
- **Minimum Grant Request:**
 - \$75,000 for RTPAs & Transit Agencies
 - \$100,000 MPOs
- **Maximum Grant Request:** \$500,000
- **Local Match:** 11.47% Minimum

Contact Us

AGENDA ITEM IV – D
STAFF REPORT

**ASSIGNMENT AND MUTUAL INDEMNITY AGREEMENT FOR RECEIPT OF
AFFORDABLE HOUSING AND SUSTAINABLE COMMUNITIES GRANT FUNDS**

- RECOMMENDATION: 1) Authorize the Executive Director to execute an Assignment and Mutual Indemnity Agreement with Sutter Community Affordable Housing to accept \$8.5 mil. in grant funding for the NextGen Transit Facility awarded pursuant to the Affordable Housing and Sustainable Communities (AHSC) program.
- 2) Authorize the Executive Director to certify and execute any additional documents necessary for disbursement of the AHSC grant funding.

Background

Sutter Community Affordable Housing has been awarded funding by the California Department of Housing and Community Development's Affordable Housing and Sustainable Communities (AHSC) program to construct the 133-unit Richland Village project to be located at 470 Bernard Drive in Yuba City. Part of the AHSC award includes funding for Sustainable Transportation Infrastructure (STI) and Transportation Related Amenities (TRA) intended 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. As the sole public transit provider for the project's proposed location, Yuba-Sutter Transit staff worked with the Assignor to secure additional AHSC funding to support design and construction of the NextGen Transit Facility.

Yuba-Sutter Transit was not a direct applicant for the AHSC program funds. However, the program requires partners to execute agreements with the primary applicant in order to utilize any funds awarded for their projects. With Board approval, Yuba-Sutter Transit entered into a cooperative agreement with the Assignor prior to submission of the grant application in 2021, which resulted in the award of \$8.5 million for the NextGen Transit Facility-related improvements.

An earlier version of the proposed Agreement was approved by the Board of Directors at the regular September 18, 2025, meeting. The item is being presented for Board reconsideration due to the addition of a mutual indemnity clause by the Sutter Community Affordable Housing partnership.

Discussion

As proposed, the attached revised version of the Assignment and Mutual Indemnity Agreement (Agreement) establishes the terms for receipt of the AHSC grant funds with Sutter Community Affordable Housing acting as the "Assignor." The Agreement allots pass-through STI funds in the amount of \$7,000,000 and TRA funds in the amount of \$1,500,000 specifically for delivery of certain mobility hub, vehicle charging, and solar power elements of the NextGen Facility as the responsibility of Yuba-Sutter Transit. With the recent revisions (red line version attached), the Agreement now includes a clause wherein the parties, "*acknowledge and agree that the inability or failure by a party to fully and timely complete each party's respective improvements required by the HCD Documents may affect the timing and right of Assignor to receive disbursement of HCD Funds notwithstanding Assignor's full and timely performance of its obligations.*"

The attached revised draft Agreement has been reviewed by legal counsel and approved as to form. Staff is now seeking Board authorization to execute the Agreement assigning \$8.5 mil. of AHSC grant funds to the NextGen Transit Facility project, considering the additional mutual indemnity clauses committing Yuba-Sutter Transit to deliver said project elements within the specified timeline. If approved, the requested action includes authorization to certify and execute any additional documents that may become necessary to facilitate receipt of these funds.

Staff will be prepared to discuss the request in detail at the meeting.

Fiscal Impact

If approved, the grant represents a total contribution of \$8.5 million toward development costs of the NextGen Transit Facility.

Attachment(s)

Draft Sutter Community Affordable Housing HCD Assignment Agreement

ASSIGNMENT AND MUTUAL INDEMNITY AGREEMENT
(“HCD Funds”)

THIS ASSIGNMENT AND MUTUAL INDEMNITY AGREEMENT (the “Agreement”) is made this __ day of August 2025, by and between among the Yuba-Sutter Transit Authority, (the “Assignee”), ~~and~~ Sutter Community Affordable Housing (“~~Assignor~~SCAH”), Regional Housing Authority (“RHA”, and together with SCAH, “Assignor”), and Richland Village LP, a California limited partnership (the “Partnership”).

RECITALS

A. Assignor has been awarded funding by the State of California Department of Housing and Community Development (“HCD”) from the Affordable Housing and Sustainable Communities Program established by HCD in accordance with California Public Resources Code commencing with Section 75200 (the “AHSC Program”). The funds awarded by HCD to the Assignor pursuant to the AHSC Program are referred to herein as the “HCD Funds.” Use of the HCD Funds is governed by that certain Standard Agreement by and between HCD and the Assignor pertaining to HCD’s award of the HCD Funds (the “HCD Standard Agreement”). ~~Assignor SCAH~~ is the sole member of the managing general partner of ~~Richland Village LP, a California limited partnership (the “Partnership”)~~ the Partnership. Pursuant to the HCD Standard Agreement, HCD and Assignor will enter into a Disbursement Agreement pertaining to the HCD Funds (the “HCD Disbursement Agreement”) and the Partnership will enter into a Declaration of Restrictive Covenants for the Development and Operation of Affordable Housing executed by Partnership in favor of HCD (the “HCD Restrictive Covenant”). Collectively, the HCD Standard Agreement, the HCD Disbursement Agreement and the HCD Restrictive Covenant are referred to herein as the “HCD Documents.” The HCD Documents state that the HCD Funds intended to pay for the Sustainable Transit Infrastructure (the “STI Funds”) and for the Transportation-Related Amenities (the “TRA Funds”) will be disbursed to Assignor.

B. As a condition of receipt of the HCD funds, Assignor will construct, or cause to be constructed, the 133-unit Richland Village to be located on a Sutter County Assessor Parcel Number 053-470-098 (470 Bernard Drive, Yuba City, CA 95991), (the “Project”). The Partnership will be the owner of the of the Project.

C. Assignor and Assignee are parties to that certain Cooperative Agreement executed by Assignee on May 24, 2021 and Assignor on June 1, 2021, whereby Assignor agreed to (i) provide \$7,000,000 of STI Funds, if received, to Assignee and Assignee agreed to utilize the STI Funds for the purpose of funding development costs of the Next Generation Transit Center (the “NGTC”) that are eligible under the STI Funds portion of the AHSC Program; and (ii) provide \$1,500,000 for the purpose of funding development costs of the NGTC that are eligible under the TRA Funds portion of the AHSC Program, all of which shall be done in accordance with the terms and conditions set forth in the HCD Documents. The Cooperative Agreement is attached hereto as Exhibit A and incorporated by this reference.

D. Assignor now wishes to assign a portion of the STI Funds in the amount of \$7,000,000 (the “YSTA STI Funds”) and a portion of the TRA Funds in the amount of \$1,500,000

(the “YSTA TRA Funds”) to Assignee and disburse such funds to Assignee for development of the NGTC.

E. Assignee wishes to accept such assignment of YSTA STI Funds and YSTA TRA Funds and consent to the retention of the balance of the STI Funds (the “SCAH STI Funds”) and the balance of the TRA Funds (the “SCAH TRA Funds”) by Assignor pursuant to the terms hereof.

NOW, THEREFORE, Assignor and Assignee agree as follows:

Section 1 – ASSIGNMENT. Assignor assigns and Assignee accepts such assignment of the YSTA STI Funds and the YSTA TRA Funds, subject to the following terms and conditions:

(a) Assignee agrees to utilize the YSTA STI Funds and the YSTA TRA Funds for development of the NGTC pursuant to the terms of the HCD Standard Agreement. Assignee specifically acknowledges that it has received a copy of the HCD Standard Agreement and that the HCD Standard Agreement includes a schedule for development and completion of the NGTC that must be maintained to remain in compliance with the AHSC Program and the HCD Standard Agreement. The HCD Standard Agreement is attached hereto as Exhibit B.

(a)(b) Assignor and Assignee each acknowledge and agree that the inability or failure by a party to fully and timely complete each party’s respective improvements required by the HCD Documents may affect the timing and right of Assignor to receive disbursement of HCD Funds notwithstanding Assignor’s full and timely performance of its obligations. Assignor, Assignee and the Partnership agree to complete the tasks described on Exhibit C no later than the dates set forth on Exhibit C (or as modified upon mutual agreement). Assignor, Assignee and the Partnership agree to give the other parties a written quarterly status report on the progress toward the milestones listed in Exhibit C. Assignor-SCAH as the member of the Managing General Partner of the Partnership will provide reports to Assignee on behalf of the Partnership.

(c) Assignee acknowledges that it has received a copy of the HCD Disbursement Agreement and that the YSTA STI Funds and the YSTA TRA Funds ~~are~~ will be disbursed to Assignor pursuant to the HCD Disbursement Agreement on a reimbursement basis for costs incurred. Assignee agrees to provide any and all materials within its control required by the HCD Disbursement Agreement for disbursement of the YSTA STI funds and the YSTA TRA Funds to Assignor. Within thirty (30) days of receipt, Assignor shall prepare a disbursement request and submit such disbursement request to HCD pursuant to the terms of the HCD Disbursement Agreement. Within ten (10) days of receipt by Assignor of a disbursement of YSTA STI Funds and YSTA TRA Funds, Assignor shall deliver such YSTA STI Funds and YSTA TRA Funds to Assignee. Notwithstanding anything to the contrary contained herein, Assignee shall provide to Assignor all materials required for the final disbursement of YSTA STI Funds and YSTA TRA Funds no later than one hundred twenty (120) days prior to the deadline for disbursement of all STI Funds and TRA Funds contained in the HCD Standard Agreement, which is April 30, 2028, subject to any extensions granted by HCD.

(b)(d) The Partnership shall be responsible for paying all costs required to complete the Project irrespective of whether such costs exceed funds allocated to the project. Assignee shall be responsible for paying all costs required to complete the NGTC, irrespective of whether such costs exceed the YSTA STI Funds and the YSTA TRA Funds.

Section 2 – CONSENT TO ASSIGNOR’S USE OF STI FUNDS and TRA FUNDS. Assignee agrees and consents to the retention by Assignor of the SCAH STI Funds and the SCAH TRA Funds as described in Recital E above.

Section 3 – ASSIGNEE’S DEFAULT. Failure of Assignee to complete the NGTC described in Section 1(a) above pursuant to the terms of this Agreement will constitute a default under this Agreement.

Section 4 – ASSIGNOR’S DEFAULT. Failure of Assignor to provide the YSTA STI Funds and YSTA TRA Funds pursuant to Section 1(b) above will constitute a default under this Agreement. Notwithstanding anything to the contrary contained herein, the Partnership’s limited partner shall have the right, but not the obligation, to cure any default on behalf of Assignor and such cure shall be accepted or rejected as if made or tendered by Assignor.

Section 5 – REMEDIES FOR DEFAULT. Upon the occurrence, and during the continuance, of a default, the non-defaulting party may choose in its sole discretion to proceed with any or all of the following remedies in any order or combination:

- (a) Bring an action in equitable relief (i) seeking the specific performance by defaulting party of the terms and conditions of this Agreement, and/or (ii) enjoining, abating, or preventing any violation of said terms and conditions, and/or (iii) seeking declaratory relief;
- (b) Bring an action for return of any STI Funds and any TRA Funds allocated to the defaulting party that the defaulting party has not used pursuant to the terms of this Agreement or the HCD Documents;
- (c) Terminate this Agreement; or
- (d) Pursue any other remedy allowed at law or in equity.

Section 6 – TERM OF THIS AGREEMENT. This Agreement shall commence on the date set forth above and remain in full force and effect until the expiration of the HCD Standard Agreement, which is November 30, 2042, subject to any extensions granted by HCD. Notwithstanding the foregoing, the obligations of Assignor and Assignee pursuant to Section 12 below shall survive the termination or expiration of this Agreement.

Section 7 – GOVERNING LAW. This Agreement shall be interpreted under and governed by the laws of the State of California. Any dispute arising out of this Agreement shall be venued in the Placer County Superior Court.

Section 8 – NO WAIVER. Any waiver by either the Assignor or Assignee of any obligation in this Agreement must be in writing. No waiver shall be implied from any failure of the Assignor or Assignee to take, or any delay or failure by Assignor or Assignee to take action on any default or to pursue any remedy allowed under this Agreement or applicable law. Consent by Assignor or Assignee

to any act or omission by the other party shall not be construed to be consent to any other act or omission or to waive the requirement for Assignor's or Assignee's written consent to future waivers.

Section 9 - NOTICES. All notices, requests, and demands given to or made upon the respective parties shall be deemed to have been given or made when upon deposit with any overnight delivery service, or three (3) days after deposit with certified mail, return receipt requested, and addressed as follows:

Assignee: Yuba-Sutter Transit Authority
2100 B Street
Marysville, CA 95901
Attn: Matt Mauk, Transit Manager
matt@yubasuttertransit.com
(530) 634-6880

Assignor: Sutter Community Affordable Housing
1455 Butte House Road
Yuba City, CA 95993
Attn: Gus Becerra, Secretary/Treasurer
g.becerra@regionalha.org
(530) 671-0220 ext. 113

Partnership: [insert address]

copy to: Wincopin Circle LLLP
c/o Enterprise Community Asset Management, Inc.
70 Corporate Center
11000 Broken Land Parkway, Suite 700
Columbia, MD 21044
Attn: Asset Management

Section 10 – BINDING UPON SUCCESSORS. All provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors-in-interest, transferees, and assigns of each of the parties.

Section 11 – RELATIONSHIP OF PARTIES. The relationship of Assignor and Assignee under this Agreement shall not be construed as a joint venture, equity venture, partnership, or any other relationship. Neither party shall have authority to act as an agent of the other or to bind the other party to any obligation.

Section 12 – INDEMNITY.

(a) Indemnification by Assignor. Assignor agrees to protect, indemnify, defend and hold harmless Assignee and its affiliates, directors, officers, partners, members, agents and employees (each, an “Assignee Indemnified Party”) from and against any and all liability, costs and expenses, including, but not limited to, reasonable attorneys’ fees and costs, penalties, fines, loss or damage of any kind or nature and from any suits, claims or demands directly arising out of the failure by Assignor or the Partnership to

comply with the terms of the HCD Documents, perform or fail to perform its obligations to complete construction and development of the Project within the time periods set forth on Exhibit C, and/or meet its obligations under this agreement. Upon receiving knowledge of any suit, claim or demand asserted by a third party that Assignee believes is covered by this indemnity, Assignee shall give Assignor written notice of the matter and an opportunity to defend it, at Assignor's sole cost and expense, with legal counsel reasonably satisfactory to Assignee. Notwithstanding anything to the contrary contained herein, in no event shall any Assignee Indemnified Party be indemnified hereunder for any for any matter resulting from such party's gross negligence or willful misconduct.

(b) Indemnification by Assignee. Assignee agrees to protect, indemnify, defend and hold harmless Assignor, the Partnership and ~~their respective~~ affiliates, directors, officers, partners, members, agents and employees (each, an "Assignor Indemnified Party") from and against any and all liability, costs and expenses, including, but not limited to, reasonable attorneys' fees and costs, penalties, fines, loss or damage of any kind or nature and from any suits, claims or demands ~~directly~~ arising out of or in connection with the performance of or failure by Assignee to meet-perform its obligations under this agreement to complete construction and development of NGTC, in the manner and within the time periods set forth on Exhibit C attached hereto, and to otherwise perform its obligations under this Agreement. Upon receiving knowledge of any suit, claim or demand asserted by a third party that Assignor believes is covered by this indemnity, Assignor shall give Assignee written notice of the matter and an opportunity to defend it, at Assignee's sole cost and expense, with legal counsel reasonably satisfactory to Assignor. Notwithstanding anything to the contrary contained herein, in no event shall any Assignor Indemnified Party be indemnified hereunder for any for any matter resulting from such party's gross negligence or willful misconduct.

Section 13 – AMENDMENTS AND MODIFICATIONS. Any amendments or modifications to this Agreement must be in writing and shall be effective only if executed by both Assignor and Assignee.

Section 14 – TIME. Time is of the essence in this Agreement.

Section 15 – INTEGRATION. This Agreement contains the entire agreement of the parties and supersedes any and all prior negotiations.

Section 16 – SEVERABILITY. If any provision of this Agreement shall be held invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired by such holding.

Section 17 – EXECUTION OF COUNTERPARTS. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first hereinabove written.

ASSIGNOR:

SUTTER COMMUNITY AFFORDABLE HOUSING

By: _____
GUS BECERRA, SECRETARY/TREASURER

ASSIGNEE:

YUBA-SUTTER TRANSIT AUTHORITY

By: _____
MATT MAUK, TRANSIT MANAGER

[INSERT PARTNERSHIP SIGNATURE BLOCK]

AGENDA ITEM IV – E
STAFF REPORT

FY 2026 FIRST QUARTER PERFORMANCE REPORT

RECOMMENDATION: Information only.

Discussion

Attached is the systemwide quarterly performance report for the services operated by Yuba-Sutter Transit from July through September of 2025, presented in comparison with the same performance period in the previous fiscal year (FY). This quarterly report does not include service statistics for the recently launched microtransit pilot program serving Olivehurst and Linda.

Comparative systemwide ridership dropped slightly in the first quarter of FY 2026, with 146,144 total passenger trips representing a 2.3 percent decrease over the same period in FY 2025. For reference, the systemwide ridership was just over 65 percent of the 223,198 passenger trips that were provided in the first quarter of FY 2020 (the last pre-pandemic fiscal quarter). Yuba-Sutter Transit's pandemic recovery rate generally mirrors that of other transit systems regionally and across the country. In general, recent local fixed route and demand-response ridership has plateaued while commuter service ridership continues to improve.

The number of vehicle service hours (VSH) operated systemwide (not including microtransit) stayed essentially flat compared to the same period in FY 2025, leading to a small drop of 2.8 percent in overall productivity. Despite lower ridership relative to service hours, the systemwide farebox recovery ratio improved slightly in the first quarter of FY 2026 due in part to increasing commuter service fare revenue during the period.

Staff will be prepared to discuss the performance summary in detail at the meeting.

Fiscal Impact

None.

Attachment(s)

FY 2026 First Quarter Performance Report

**QUARTERLY PERFORMANCE REPORT
FIRST QUARTER 2026**

	Passenger Trips	Vehicle Serv. Hours	Pass. Trips Per VSH	Est. Fare Revenue	Fare Rev. Per VSH	Est. Farebox Ratio
Fixed Route:						
July 2025 - Sept 2025	121,479	12,326.26	9.86	\$159,976	\$12.98	11.0%
July 2024 - Sept 2024	125,106	11,192.46	11.18	\$145,894	\$13.03	11.0%
Percent Change	-2.9%	10.1%	-11.8%	9.7%	-0.4%	-0.4%
Dial-A-Ride:						
July 2025 - Sept 2025	6,660	3,523.49	1.89	\$19,581	\$5.56	4.7%
July 2024 - Sept 2024	8,308	4,732.31	1.76	\$25,746	\$5.44	4.6%
Percent Change	-19.8%	-25.5%	7.7%	-23.9%	2.1%	2.1%
Sacramento Services (Commuter & Midday):						
July 2025 - Sept 2025	16,049	2,416.78	6.64	\$84,661	\$35.03	29.7%
July 2024 - Sept 2024	14,494	2,297.12	6.31	\$74,327	\$32.36	27.4%
Percent Change	10.7%	5.2%	5.2%	13.9%	8.3%	8.3%
Foothill Route:						
July 2025 - Sept 2025	325	272.82	1.19	\$237	\$0.87	0.7%
July 2024 - Sept 2024	277	251.06	1.10	\$201	\$0.80	0.7%
Percent Change	17.3%	8.7%	8.3%	17.9%	8.5%	8.5%
Live Oak Route:						
July 2025 - Sept 2025	1,444	240.68	6.00	\$906	\$3.76	3.2%
July 2024 - Sept 2024	1,250	237.33	5.27	\$869	\$2.68	2.3%
Percent Change	15.5%	1.4%	13.8%	4.3%	40.5%	38.7%
Wheatland Route:						
July 2025 - Sept 2025	187	152.66	1.22	\$98	\$0.64	0.5%
July 2024 - Sept 2024	148	116.78	1.27	\$197	\$1.68	1.4%
Percent Change	26.4%	30.7%	-3.5%	-50.5%	-62.0%	-62.1%
Systemwide Summary:						
July 2025 - Sept 2025	146,144	18,932.69	7.72	\$265,458	\$14.02	11.9%
July 2024 - Sept 2024	149,583	18,827.06	7.95	\$247,234	\$13.13	11.1%
Percent Change	-2.3%	0.6%	-2.8%	7.4%	6.8%	6.8%

Notes:

1. All financial calculations are estimates pending final fiscal audits.