Title: Change of Project Location for the Roberti-Z’Berg-Harris Nonurbanized Area Need-Basis Program Grant Funds

Recommended Motion: That Council; 1) receive an update relating to the proposed change of project location; 2) consider public testimony; 3) adopt Resolution No. 2011-84 recommending the Change of Location from Memorial Park Club House to 116 Neal Street (APN 08-372-08) for Roberti-Z’Berg-Harris Nonurbanized Area Need-Basis grant funds; 4) approve placing a Deed Restriction on 116 Neal Street (APN 08-372-08), if the California Department of Parks and Recreation (State Parks) approves the Change in Project Location; and 5) authorize the Public Works Director/City Engineer to conduct all negotiations, execute and submit all documents, agreements, deed restrictions, and payment requests as necessary for the completion of the Project.

Agenda: Administrative

Background Information: The Clean Waters, Clean Air, Safe Neighborhood Parks and Coastal Protection Act of 2002 (Proposition 40) was passed by voters to provide funding to help meet the recreational and open-space needs of a growing population. The State Parks has been delegated the responsibility for the administration of the Roberti-Z’Berg-Harris Nonurbanized Area Need-Basis Program for grants in connection with the 2002 Resources Bond Act.

In November 2005, the City was awarded a Roberti-Z’Berg-Harris Nonurbanized Need-Basis Grant in the amount of $70,000 for the rehabilitation of the Memorial Park Club House. The grant funds were allocated for the installation of insulation and a HVAC system, replacement of exterior doors, windows, and siding, and accessibility improvements. After reviewing structural integrity of the building by various parties, the building has been determined not to be structurally sound enough to efficiently rehabilitate. Staff recommends requesting a change of project location through the grant administrators of the State Parks to another City owned building at 116 Neal Street (APN 08-372-08) for the same type of rehabilitation as the original grant and to provide a facility for similar public meeting space and recreational services.

On October 18, 2011, the City received notice of extending the expenditure deadlines for Roberti-Z’Berg-Harris Nonurbanized Need-Basis Grant to complete all work and paperwork by March 2015. With the condition the grantee would place a Deed Restriction on improved property in order to ensure that the property improved with grant funds continues to be used for the purpose for which the funds were provided for a period running from 7/1/2011 through 6/30/2031. Staff executed the new Grant Contract with the State after legal review, to extend the contract performance period to review other options than just rehabilitating the Memorial Park Club House.

Council Goals/Objectives: This rehabilitation project executes work tasks identified as part of Strategic Goal #3 - Public Infrastructure Enhancement and Strategic Goal #4 – Prudent Financial Management.

Funds Available: NA

Reviewed by: City Administrator

Account #: NA
RESOLUTION NO: 2011-84

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRASS VALLEY
APPROVING THE CHANGE OF PROJECT LOCATION FOR GRANT FUNDS FOR
THE ROBERTI-Z'BERG-HARRIS NONURBANIZED AREA NEED-BASIS PROGRAM
UNDER THE CALIFORNIA CLEAN WATER, CLEAN AIR, SAFE NEIGHBORHOOD
PARKS, AND COASTAL PROTECTION ACT OF 2002
FROM MEMORIAL PARK CLUB HOUSE REHABILITATION
TO 116 NEAL STREET REHABILITATION (APN 08-372-08)

WHEREAS, the people of the State of California have enacted the CALIFORNIA
CLEAN WATER, CLEAN AIR, SAFE NEIGHBORHOOD PARKS AND COASTAL
PROTECTION ACT OF 2002 which provides funds to the State of California for grants
to eligible applicants; and

WHEREAS, the California Department of Parks and Recreation has been
degated the responsibility for the administration of the Roberti-Z'Berg-Harris
Nonurbanized Area Need-Basis Program for grants; and

WHEREAS, in November 2005, the City of Grass Valley was awarded a Roberti-
Z'Berg-Harris Nonurbanized Area Need-Basis Grant in the amount of $70,000 for the
rehabilitation of the Memorial Park Club House; and

WHEREAS, the City of Grass Valley entered into a Grant Contract with the State
of California for the Project on March 17, 2006; and

WHEREAS, said procedures established by the California Department of Parks
and Recreation require the City of Grass Valley to submit a change of project location
request to alter the location for the use of Roberti-Z'Berg-Harris Nonurbanized Area
Need-Basis Grant funds.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City
of Grass Valley:

1. Approves the Change of Location from Memorial Park Club House to 116 Neal
Street (APN 08-372-08) for local assistance funds from the Roberti-Z'Berg-Harris
Nonurbanized Area Need-basis Program under the California Clean Water,
Clean Air, Safe Neighborhood Parks and Coastal Protection Act of 2002; and

2. Approves placing a Deed Restriction on 116 Neal Street (APN 08-372-08), if the
California Department of Parks and Recreation approves the Change in Project
Location, in order to ensure that the property improved with grant funds
continues to be used for the purpose for which the funds were provided for a
period running from 7/1/2011 through 6/30/2031; and
RESOLUTION NO. 2011-84

3. Appoints the Director of Public Works as agent to conduct all negotiations, execute and submit all documents including, but not limited to, applications, agreements, deed restrictions, payment requests and so on, which may be necessary for the completion of the Project.

ADOPTED as a Resolution by the City Council of the City of Grass Valley at a regular meeting thereof held on the 22nd day of November 2011, by the following vote:

AYES:
NOES:
ABSTAINS:
ABSENT:

Jan Arbuckle, Mayor

APPROVED AS TO FORM:

Michael G. Colantuono, City Attorney

ATTEST:

Kristi K. Bashor, City Clerk
State of California – Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

GRANT CONTRACT

2002 Resources Bond Act
Roberti-Z'berg-Harris - Nonurban Needs Basis

GRANTEE  City of Grass Valley

THE PROJECT PERFORMANCE PERIOD IS FROM  July 01, 2011 through June 30, 2015

CONTRACT PERFORMANCE PERIOD IS FROM  July 01, 2011 through June 30, 2031

The Grantee agrees to the terms and conditions of this Contract, and the State of California, acting through its Director of Parks and Recreation pursuant to the Roberti-Z'berg-Harris - Nonurban Needs Basis in the California Clean Water, Clean Air, Safe Neighborhood Parks, and Coastal Protection Act of 2002, agrees to fund the total Project Grant Amount indicated.

THESE FUNDS ARE FOR THE ACQUISITION AND DEVELOPMENT OF NEIGHBORHOOD, COMMUNITY, AND REGIONAL PARKS AND RECREATION LANDS AND FACILITIES.

City of Grass Valley

By: __________________________
(Signature of Authorized Representative)

Title: Public Works Director

Date: 10/26/2011

CERTIFICATION OF FUNDING

<table>
<thead>
<tr>
<th>CONTRACT NO</th>
<th>AMENDMENT NO</th>
<th>CALSTRS VENDOR NO</th>
<th>PROJECT NO</th>
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<td></td>
<td>0000000496400</td>
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</tr>
</tbody>
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AMOUNT ENCUMBERED BY THIS DOCUMENT  $ 70,000

FUND Clean Water, Cln Air, Cstl Protc Fd, CA

ITEM 3790-103-6029(1) CHAPTER 33/11 STATUTE 11 FISCAL YEAR 2011/12

TOTAL AMOUNT ENCUMBERED TO DATE $ 70,000

INDEX 1091 OBJ. EXPEND 702 PCA PROJECT/WORK PHASE

T.B.A. NO I hereby certify upon my own personal knowledge that budgeted funds are available for this encumbrance.

B.R. NO SIGNATURE OF ACCOUNTING OFFICER DATE

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

By: __________________________
Date: __________________________
TERMS AND CONDITIONS

The STATE, pursuant to the Roberti-Z’berg-Harris - Nonurban Needs Basis in the California Clean Water, Clean Air, Safe Neighborhood Parks, and Coastal Protection Act of 2002, and through authority granted by section 3790-103-6029 of the Budget Bill of 2011/12, hereby grants to GRANTEE a sum (hereinafter referred to as “GRANT MONIES”) not to exceed $70,000 subject to the terms and conditions of this CONTRACT, the GUIDES, any legislation applicable to the ACT, and the APPLICATION.

In consideration thereof GRANTEE agrees to abide by the terms and conditions of this CONTRACT as well as the provisions of the ACT. GRANTEE acknowledges that the GRANT MONIES are not a gift or a donation.

In addition to the terms and conditions of this CONTRACT, the parties agree that the terms and conditions contained in the documents set forth below are hereby incorporated into and made part of this CONTRACT.

a. The PROCEDURAL GUIDE;
b. The submitted APPLICATION(S).

I. GENERAL PROVISIONS

A. Definitions

As used in this CONTRACT, the following words shall have the following meanings:

1. The term “ACQUISITION” means to obtain fee title of real property or a permanent easement which provides the recipient permanent rights to use the property for the purposes of the project. Leases or rentals do not constitute ACQUISITION.

2. The term "ACT" means the statutory basis for these grant programs.

3. The term “APPLICATION” means the individual project application packet(s) for a grant(s) pursuant to the enabling legislation and/or grant program process guide requirements.

4. The term "COMPETITIVE GRANT PROGRAM" means the Urban Park Act of 2001, the Murray Hayden Urban Youth Services Program, the State Urban Parks and Healthy Communities Act, the Roberti-Z’berg-Harris Nonurban Needs Basis, Roberti-Z’berg-Harris Urban Needs Basis or California Youth Soccer and Recreation Development program.

5. The term “CONTRACT PERFORMANCE PERIOD” means the period of time described in Section 1 of this CONTRACT. The “CONTRACT PERFORMANCE PERIOD” means the period of time during which the GRANTEE must use the property acquired or developed with the grant for purposes consistent with the grant.
3. The GRANTEE shall complete the GRANT SCOPE in accordance with the time of the 
GRANT PERFORMANCE PERIOD set forth on page one of this CONTRACT, and 
under the terms and conditions of this CONTRACT.

4. The GRANTEE shall comply with the California Environmental Quality Act (Public 
Resources Code, Section 21000, et. seq., Title 14, California Code of Regulations, 
Section 15000 et. seq.).

5. The GRANTEE shall at all times comply with all applicable current laws and regulations 
affecting ACQUISITION and DEVELOPMENT projects, including, but not limited to, 
legal requirements for construction contracts, building codes, health and safety codes, 
and laws and codes pertaining to individuals with disabilities, including but not limited to 
the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et.seq.) and the 
California Unruh Act (California Civil Code §51 et seq.)

6. If the GRANT SCOPE includes ACQUISITION of real property, the GRANTEE 
agrees to comply at all times with all applicable State and local laws or ordinances 
affecting relocation and real property ACQUISITION.

7. GRANTEE agrees that lands acquired with GRANT MONIES shall not be acquired 
through the use of eminent domain.

C. Project Costs

1. GRANTEE agrees to abide by the GUIDES.

2. GRANTEE acknowledges that the STATE may make reasonable changes to its 
procedures as set forth in the GUIDES. If the STATE makes any changes to its 
procedures and guidelines, STATE agrees to notify GRANTEE within a reasonable 
time.

D. Project Administration

1. If GRANT MONIES are advanced for ACQUISITION projects, the GRANT MONIES 
shall be placed in an escrow account by GRANTEE. If GRANT MONIES are advanced 
and not expended, GRANTEE shall return the unused portion of the advanced funds to 
the STATE within 60 days after the close of escrow.

2. If GRANT MONIES are advanced for DEVELOPMENT projects, the advanced funds 
shall be placed in an interest bearing account by GRANTEE until expended. Advanced 
funds must be spent within six months from the date of receipt, unless the STATE 
provides GRANTEE with a written waiver of this requirement. Interest earned on the 
advanced funds shall be used on the project as approved by the STATE. If GRANT 
MONIES are advanced and not expended, the unused portion of the grant and any 
interest earned shall be returned to the STATE within 60 days after project completion 
or the end of the GRANT PERFORMANCE PERIOD whichever is earlier.

3. The GRANTEE shall submit written project status reports within 30 calendar days after 
the STATE has made such a request. In any event, the GRANTEE shall provide the
2. This CONTRACT may be rescinded, modified or amended only by mutual written CONTRACT between the GRANTEE and the STATE, unless the provisions of this CONTRACT provide that mutual CONTRACT is not required for a rescission, modification or CONTRACT.

3. Failure by the GRANTEE to comply with the terms of this CONTRACT, as well as any other grant contracts or other CONTRACTs that GRANTEE has entered into with STATE, may be cause for suspension of all obligations of the STATE under this CONTRACT unless the STATE determines that such failure was due to no fault of the GRANTEE. In such case, STATE may reimburse GRANTEE for eligible costs properly incurred in performance of this CONTRACT despite non-performance of the GRANTEE. To qualify for such reimbursement, GRANTEE agrees to mitigate its losses to the best of its ability.

4. The GRANTEE agrees that in the event of a breach of this CONTRACT, the STATE may seek, in addition to all remedies provided by law, specific performance of the CONTRACT in accordance with the purpose of the CONTRACT to preserve, protect and increase the quantity and quality of parks, public recreation facilities, opportunities and/or historic resources available to the people of the State of California.

G. Budget Contingency Clause

For purposes of this program, if funding for any fiscal year is reduced or deleted by the budget act, executive order, the legislature, or by any other provision of statute, the STATE shall have the option to either cancel this contract with no liability occurring to the STATE, or offer a CONTRACT to GRANTEE to reflect a reduced grant amount. This paragraph shall not require the mutual CONTRACT as addressed in Paragraph E, subsection 2, of this CONTRACT.

H. Indemnity

1. The GRANTEE shall waive all claims and recourse against the STATE including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this CONTRACT except valid legal claims arising from the concurrent or sole negligence of the STATE, its officers, agents, and employees.

2. To the fullest extent of the law, the GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the ACQUISITION, DEVELOPMENT, construction, operation or maintenance of the property described as the project which claims, demands or causes of action arise under California Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the STATE, its officers, agents, or employees.

3. The GRANTEE agrees that in the event the STATE is named as codefendant under the provisions of California Government Code Section 895 et seq., the GRANTEE
the project shall be used for recreational purposes at the project, or, if approved by
the STATE, for recreational purposes within the GRANTEE’S jurisdiction.

3. If the APPLICATION does not specify the days and hours of operation, the facility
will have REASONABLE OPERATING HOURS. The GRANTEE shall request the
STATE’S approval before making any changes to the hours of operation.

4. If the APPLICATION specifies the hours of operation, the facility shall have operating
hours consistent with the times proposed in the APPLICATION and be open to
members of the public in accordance with the project selection criteria in the
APPLICATION, unless otherwise granted permission by the STATE and except as
noted under the special provisions of this CONTRACT or under provisions of the
enabling legislation and/or grant program.

5. The GRANTEE agrees that for the duration of the CONTRACT PERFORMANCE
PERIOD, any property acquired or developed with GRANT MONIES under this
CONTRACT shall be used only for the purposes of the grant and consistent with the
GRANT SCOPE referenced in the APPLICATION unless prior written approval is
given by the STATE.

6. The GRANTEE agrees to use any property acquired or developed with GRANT
MONIES under this CONTRACT only for the purposes of the grant and no other use,
sale, or other disposition shall be permitted except as authorized by a specific act of
the legislature in which event the property shall be replaced by the GRANTEE with
property of equivalent value and usefulness as determined by STATE.

7. The property acquired or developed with GRANT MONIES may be transferred to
another eligible entity only if the successor entity assumes the obligations imposed
under this CONTRACT and with written approval of the STATE.

8. Any real property acquired or developed with GRANT MONIES (including any
portion of it or any interest in it) may not be used as security for any debt or
mitigation, without the written approval of the STATE provided that such approval
shall not be unreasonably withheld as long as the purposes for which the GRANT
MONIES were awarded are maintained. Any such permission that is granted does
not make the STATE a guarantor or a surety for any debt or mitigation, nor does it
waive the STATE’S rights to enforce performance under this CONTRACT.

8. All real property, or rights thereto, acquired with GRANT MONIES shall be subject to
an appropriate form of restrictive title, rights, or covenants required and approved by
the STATE. If the project property is taken by use of eminent domain, GRANTEE
shall reimburse the STATE an amount at least equal to the amount of GRANT
MONIES received from the STATE or the pro rated full market value of the real
property, including improvements, at the time of sale, whichever is higher.

9. If eminent domain proceedings are initiated against GRANTEE, GRANTEE shall
notify STATE within 10 days of receiving the complaint.
P. Waiver

Any failure by a party to enforce its rights under this CONTRACT, in the event of a breach, shall not be construed as a waiver of said rights; and the waiver of any breach under this CONTRACT shall not be construed as a waiver of any subsequent breach.

City of Grass Valley
Grantee

By:
Signature of Authorized Representative (Position Authorized in the Resolution)

Title: Public Works Director

Date: 10/26/2011
RECORDING REQUESTED BY:
California Department of Parks and Recreation
Office of Grants and Local Services

WHEN RECORDED MAIL TO:
Office of Grants and Local Services
PO Box 942896
Sacramento, CA 94296-0001
Attn: John Mason

DEED RESTRICTION

I. WHEREAS, City of Grass Valley (hereinafter referred to as “Owner(s)” is/are recorded owner(s) of the real property described in Exhibit A, attached and incorporated herein by reference (hereinafter referred to as the “Property”); and

II. WHEREAS, City of Grass Valley (hereinafter referred to as “Applicant(s)”)

III. WHEREAS, the California Department of Parks and Recreation (hereinafter referred to as “DPR”) is a public agency created and existing under the authority of section 5001 of the California Public Resources Code (hereinafter referred to as the “PRC”). And

IV. WHEREAS, Owner(s) (or Applicants) applied to DPR for grant funds available pursuant to the 2002 Resources Bond Act, Roberti-Z'berg-Harris - Nonurban Needs Basis, for Acquisition and development of a community center on the Property; and

V. WHEREAS, DPR’s Office of Grants and Local Services approved Grant RN-29-003, (hereinafter referred to as “Grant”) on the Property, subject to, among other conditions, recordation of this Deed Restriction on the Property; and

VI. WHEREAS, but for the imposition of the Deed Restriction condition of the Grant, the Grant would not be consistent with the public purposes of the 2002 Resources Bond Act, Roberti-Z'berg-
Harris - Nonurban Needs Basis and the funds that are the subject of the Grant could therefore not have been granted; and

VII. WHEREAS, Owner(s) has/ve elected to comply with the Deed Restriction of the Grant, so as to enable Owner(s), to receive the Grant funds and perform the work described in the Grant;

NOW, THEREFORE, in consideration of the issuance of the Grant funds by DPR, the undersigned Owner(s) for himself/herself/themselves and for his/her/their heirs, assigns, and successors-in-interest, hereby irrevocably covenant(s) with DPR that the condition of the grant (set forth at paragraph(s) 1 through 5 and in Exhibit B hereto) shall at all times on and after the date on which this Deed Restriction is recorded constitute for all purposes covenants, conditions and restrictions on the use and enjoyment of the Property that are hereby attached to the deed to the Property as fully effective components thereof.

1. **DURATION.** (a) This Deed Restriction shall remain in full force and effect and shall bind Owner(s) and all his/her/their assigns or successors-in-interest for the period running from 7/1/2011 through 6/30/2031.

2. **TAXES AND ASSESSMENTS.** It is intended that this Deed Restriction is irrevocable and shall constitute an enforceable restriction within the meaning of a) Article XIII, section 8, of the California Constitution; and b) section 402.1 of the California Revenue and Taxation Code or successor statute. Furthermore, this Deed Restriction shall be deemed to constitute a servitude upon and burden to the Property within the meaning of section 3712(d) of the California Revenue and Taxation Code, or successor statute, which survives a sale of tax-deeded property.

3. **RIGHT OF ENTRY.** DPR or its agent or employees may enter onto the Property at times reasonably acceptable to Owner(s) to ascertain whether the use restrictions set forth above are being observed.

4. **REMEDIIES.** Any act, conveyance, contract, or authorization by Owner(s) whether written or oral which uses or would cause to be used or would permit use of the Property contrary to the terms of this Deed Restriction will be deemed a violation and a breach hereof. DPR may pursue any and
all available legal and/or equitable remedies to enforce the terms and conditions of this Deed Restriction.

In the event of a breach, any forbearance on the part of DPR to enforce the terms and provisions hereof shall not be deemed a waiver of enforcement rights regarding any subsequent breach.

5. **SEVERABILITY.** If any provision of these restrictions is held to be invalid, or for any reason becomes unenforceable, no other provision shall be affected or impaired.

Dated: ______________________, 20___

Signed: ______________________  Signed: ______________________

__________________________  ______________________
(PRINT/TYPE NAME & TITLE OF ABOVE)  (PRINT/TYPE NAME & TITLE OF ABOVE)
(GRANTEE'S AUTHORIZED REPRESENTATIVE)  (ADDITIONAL SIGNATURE, AS REQUIRED)

**NOTARY ACKNOWLEDGEMENT ON THE NEXT PAGE**
State of California

County of ________________

On ________________ before me, _________________________, a Notary Public,
personally appeared _________________________________, who proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that
by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature ___________________________ (Seal)
Deed Restriction Overview

The enclosed Deed Restriction is required by the Office of Grants and Local Services (OGALS) to record a restriction on the title to the property. The restriction ensures that the property is used for a purpose consistent with the grant scope for the length of the contract performance period.

- If the Grantee owns the project site property, a deed restriction is required before any additional grant payments may be approved.

- **Acquisition-only projects**
  The deed restriction is required after the acquisition is complete and the Grantee takes ownership of the property (grant payments may only be made for acquisition costs until the deed restriction is recorded).

- **Acquisition/Development projects**
  The deed restriction is required after the acquisition is complete and prior to paying for development costs.

Deed Restriction Instructions

1. Fill in all the blank spaces of the Deed Restriction form as indicated below. Do not alter the Deed Restriction form.

Deed Restriction Form – Page 1

1. WHEREAS, ____________________________ (hereinafter referred to as “Owner(s)”) ....

Insert ownership information as it appears on the deed.

Deed Restriction Form – Page 3

5. **SEVERABILITY.**

Dated: ________________________, 20 __

Insert the date the Deed Restriction is signed by the Grantee’s Authorized Representative (the position identified on the Grant Contract face sheet) in the presence of a notary.

Business Name (if property is owned by a business): ________________________________

Signed: ____________________________  Signed: ____________________________

PRINT/TYPE NAME & TITLE OF ABOVE (GRANTEE’S AUTHORIZED REPRESENTATIVE) PRINT/TYPE NAME & TITLE OF ABOVE (ADDITIONAL SIGNATURE, AS REQUIRED)
The Grantee's Authorized Representative (the position identified on the Grant Contract face sheet) signs in the presence of a notary. Additional signature lines may be added if multiple signatures are required.

2. To the Deed Restriction form attach:
   (1) A page entitled, "Exhibit A (Legal Description of Property)".
   (2) Exhibit A: A formal legal description of every parcel of property to which grant funds will be allocated. This information can be obtained from the grant deed or title policy. (NOTE: The assessor's parcel number or a street address is NOT a valid legal description.), or,
   Exhibit A (Alternative), Habitat Conservation Fund (HCF) Grant Program only:
   A topographic map that clearly outlines the project boundaries
   (3) Exhibit B: A complete copy of the Grant Contract signed by the Grantee and the State of California with Grant Contract provisions attached.

3. Notarize it: Take the unsigned Deed Restriction form, "Exhibit A", and "Exhibit B", to a notary. The Grantee's Authorized Representative (the position identified on the Grant Contract face sheet) signs the Deed Restriction form signature page in the presence of a notary. The notary then completes the "Notary Acknowledgement" section.

4. Record it: Take the notarized Deed Restriction form, "Exhibit A", and "Exhibit B", to the County Recorder's Office of the county in which the property is located and ask the County Clerk to "record the Deed Restriction form, Exhibit A, and Exhibit B, on the title to the property."

5. Send a copy of the notarized and recorded Deed Restriction form, "Exhibit A", and "Exhibit B" to OGALS Project Officer.
NOTICE OF PUBLIC MEETING
CHANGE OF PROJECT LOCATION FOR
2002 RESOURCES BOND ACT, ROBERTI-Z’BERG-HARRIS (NONURBAN NEEDS BASIS)
FROM MEMORIAL PARK CLUBHOUSE REHABILITATION PROJECT
TO THE REHABILITATION OF 116 NEAL STREET APN 08-372-08

Notice is hereby given that the City Council of the City of Grass Valley will hold a public meeting on Tuesday, November 22, 2011, at 7:00 p.m., or as soon thereafter as the matter can be heard, in the Council Chambers at Grass Valley City Hall, 125 East Main Street, Grass Valley, California for the following:

In November 2005, the City was awarded a Roberti-Z’Berg-Harris Nonurbanized Need-Basis Grant in the amount of $70,000 for the rehabilitation of the Memorial Park Club House. The grant funds were allocated for the installation of insulation and a HVAC system, replacement of exterior doors, windows, and siding, and ADA accessibility improvements. After reviewing structural integrity of the building by various parties, the building has been determined not to be structurally sound enough to efficiently rehabilitate. Staff is recommending to request a change of project location through the grant administrators of the State Department of Parks and Recreation to another City owned building at 116 Neal Street (APN 08-372-08) for the same type of rehabilitation as the original grant and to provide a facility for similar public meeting space and recreational services.

Information, including the original grant application, on this matter is available from the Public Works Department at 125 East Main Street during normal business hours (274-4373).

The Council will consider at the public meeting statements and testimony submitted for or against this matter. The Council, thereafter, shall take whatever final action it determines necessary and appropriate on this matter.

Publish: November 16, 2011

Approved to publish:

Kristi K. Bashor, City Clerk