



AGENDA

APRIL 18, 2023

REGULAR MEETING CITY COUNCIL CITY OF YUBA CITY

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

MAYOR	• Wade Kirchner
VICE MAYOR	• Shon Harris
COUNCILMEMBER	• Marc Boomgaarden
COUNCILMEMBER	• Michael Pasquale
COUNCILMEMBER	• Dave Shaw
CITY MANAGER	• Diana Langley
CITY ATTORNEY	• Shannon L. Chaffin

1201 Civic Center Blvd
Yuba City CA 95993

Wheelchair Accessible

AGENDA

The City has adopted a Reasonable Accommodations Policy that provides a procedure for receiving and resolving requests for accommodation to participate in this meeting. Please visit [yubacity.net ADA & Accessibility Resources page](http://yubacity.net/ADA&AccessibilityResources). If you need assistance in order to attend the City Council meeting, or if you require auxiliary aids or services, e.g., hearing aids or signing services to make a presentation to the City Council, the City is happy to help. Accommodations should be requested as early as possible as additional time may be required in order to provide the requested accommodation; 72 hours in advance is suggested. Please contact City offices at (530) 822-4817 or (TTY: 530-822-4732), so such aids or services can be arranged. Requests may also be made by email at cityclerk@yubacity.net or citymanager@yubacity.net or mail City Clerk, 1201 Civic Center Blvd, Yuba City, CA 95993.

**REGULAR MEETING
CITY COUNCIL - CITY OF YUBA CITY
APRIL 18, 2023
6:00 P.M. REGULAR MEETING
COUNCIL CHAMBERS/VIRTUAL**

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

The Council Chambers will be open for public attendance and participation. The meeting will also be live streamed for public viewing, but not participation, at the following link: https://us06web.zoom.us/webinar/register/WN_R0QeScFCRQurOsr_qCEO6g. Emailed comments sent to cityclerk@yubacity.net at least 24 hours before the meeting will be distributed to the City Council prior to the meeting. Please identify the Agenda item(s) addressed by the comments.

Regular Meeting

Call to Order

Roll Call

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

Invocation/Inspiration

Pledge of Allegiance to the Flag

Agenda Modifications/Approval of Agenda

Ceremonial Presentations

- 1. Child Abuse Prevention Month Proclamation**
- 2. Outgoing Planning Commissioners, Michele Blake and Lorie Adams Proclamation**

Public Communication

3. Appearance of Interested Citizens

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

express the opinions of the group.

Consent Calendar

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

4. Minutes of the April 4, 2023 meeting

Recommendation: Approve the April 4, 2023 minutes

5. Henson Ranch Estates – Phase 1 Subdivision (Subdivision Agreement and Final Map Approval)

Recommendation: Adopt a Resolution approving the execution of a Subdivision Agreement with YC Hooper Ventures, LLC, A California Limited Liability Company providing for public improvements associated with the Henson Ranch Estates – Phase 1 Subdivision Map, approving the Henson Ranch Estates – Phase 1 Subdivision Final Map, accepting dedication of rights-of-way and easements shown thereon and authorizing the filing of the map. (Subdivision is located north of North Colusa Frontage Road, East of Hooper Road, and west of El Margarita Road)

6. Wastewater Treatment Facility Peterbilt Crane Truck Award

Recommendation: Adopt a Resolution authorizing the purchase of one (1) Peterbilt Model 537 Crane Truck to Dobbs Heavy Duty Holdings, LLC DBA Dobbs Peterbilt of Federal Way, WA in the amount of \$300,000, including tax and a 10% contingency, by piggybacking on Sourcewell Contract No. 060920-PMC, with the finding that it is in the best interest of the City

7. Officer Wellness and Mental Health Grant Program

Recommendation:

- A. Adopt a Resolution authorizing the Chief of Police to accept the Officer Wellness and Mental Health Grant and approve expenditure recommendations
- B. Authorize the Chief Financial Officer to make budget adjustments as necessary

8. Community Sponsorship Request

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

Business Items

9. Special Event Permit Process

Recommendation: Receive a presentation regarding the proposed Special Event Permit Process and provide direction to staff to modify the process or bring it back to Council for formal adoption

10. Update of Safe and Sane Fireworks Regulations

- Recommendation: A. Conduct a Public Hearing; then
- B. Introduce an Ordinance of the City Council of Yuba City regulating the use of fireworks by adding Section 4-11.02 (Discharge of Fireworks) of Chapter 11, and amending Section 4-17.20 (Exemptions [Noise Regulations]) of Chapter 17 and Section 5602 of Chapter 5 (Fire Prevention), and adding Section 5602.2 (dangerous fireworks) to Section 4-5.02 of Chapter 5, all of Title 4 of the Yuba City Municipal Code by title only and waive the first reading
- 11. Station 4 Training Grounds - Drill Tower Purchase**
Recommendation: Adopt a Resolution authorizing the sole source purchase of an Affordable Drill Tower from Affordable Drill Towers, LLC, of Austin, TX in the amount of \$132,785 and adoption of Categorical Exemptions
- 12. Fire Station No. 2 Dorm Room Addition**
Recommendation: Adopt a Resolution approving the plans and specifications for the Fire Station No. 2 Expansion Project located at 1641 Gray Avenue and authorizing advertisement for bids on the project
- 13. Rezone (RZ) 22-07, Pre-annexation Zoning for the Thiara Estates Subdivision (TSM 22-08)**
Recommendation: A. Conduct a Public Hearing; then
- B. Introduce an Ordinance of the City Council of the City of Yuba City approving Environmental Assessment (EA) 22-13 by adopting a Mitigated Negative Declaration prepared for RZ 22-07 and TSM 22-08 and rezoning Assessor's Parcels 17-066-003, -005, and 021 from R-1X20 to R-1, located on the west side of Tuly Parkway across from the terminus of Bradley Estates Drive and bordering the east side of Elmer Avenue, and waive the first reading
- 14. Water Supply Outlook**
Recommendation: Adopt a Resolution declaring that water supply conditions are such that they dictate and justify the reduction of mandatory conservation measures from Stage 3 "Severe Shortage" to Stage 1 "Water Alert" of the Water Shortage Contingency Plan
- 15. Second Groundwater Well - Award for Construction of Phase 2 and Amend Professional Services Agreement**
Recommendation: Adopt a Resolution which takes the following actions:
- A. Award a construction contract to Auburn Constructors LLC of Sacramento, CA in the amount of their total bid of \$1,994,300 and authorize the City Manager to execute the contract on behalf of the City, subject to review and approval as to legal form by the City Attorney
- B. Authorize Amendment No. 1 to the Professional Services Agreement with West Yost and Associates, Inc. of David, CA for Engineering Services During Construction in the

amount of \$270,800, subject to material terms, with the finding that it is in the best interest of the City

16. Merriment Village Apartments - Homekey 3.0 Grant Application Submittal

Recommendation: Authorize the City Manager to continue to work with Habitat for Humanity to apply for Homekey 3.0 funds through the State Department of Housing and Community Development for a 79-unit affordable housing project located at 428 North Walton Avenue, which is Phase 1 of the proposed 217-unit Merriment Village Apartments

Future Agenda Items

17. Future Agenda Items

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

Reports and Communications

The following reports and communication items are provided for the Council's information. No action can be taken on items under this section unless the Council agrees to include it on a subsequent agenda

18. City Manager's Report

19. City Council Reports

Adjournment



Proclamation

of the City Council

CHILD ABUSE PREVENTION AWARENESS MONTH

April 2023

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

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that I, Wade Kirchner, Mayor of the Yuba City, and on behalf of the entire City Council of the City of Yuba City, do hereby proclaim **April 2023 as CHILD ABUSE PREVENTION AWARENESS MONTH** in the City of Yuba City and encourages all residents to join with local community efforts in keeping all children ***"Safe Strong and Free"***.

Done on this 18th day of April, 2023 in the City of Yuba City, County of Sutter, State of California.



Proclamation

of the City Council

Outgoing Planning Commissioners *Michele Blake & Lorie Adams*

Proclamation will be presented at the Council
Meeting

CITY OF YUBA CITY

Public Communication

Members of the public may address the City Council on items of interest that are within the City's jurisdiction. Individuals addressing general comments are encouraged to limit their statements.

Procedure

You are welcome and encouraged to participate in this meeting. Complete a Speaker Card located in the lobby and give to the Clerk, public comment is taken on action items appearing on the Consent Calendar or Business Items on the Agenda when they are called. Public comment on any other items within the scope of the City's jurisdiction, including items not listed on the Agenda, will be considered at this time.

When a matter is announced, wait to be recognized by the Mayor to provide your comments to the Council. Comments should begin by providing your name and place of residence. A three minute limit is requested when addressing Council.

Request for additional time to address Council

Members of the public submitting written requests at least 24 hours prior to the meeting will be allotted 5 minutes to comment per speaker. Repetitive comments may be limited, and large groups are encouraged to select representatives to express the opinions of the group.

Procedure

When requesting to comment, please indicate your name and the topic and mail to:

City of Yuba City
Attn: City Clerk
1201 Civic Center Blvd
Yuba City CA 95993

Or email to:
Jackie Sillman, City Clerk
cityclerk@yubacity.net

CITY OF YUBA CITY
STAFF REPORT

Date: April 18, 2023
To: Honorable Mayor & Members of the City Council;
From: Administration Department
Presentation By: Ciara Wakefield, City Clerk Administrator

Summary

Subject: Minutes of the April 4, 2023 meeting
Recommendation: Approve the April 4, 2023 minutes
Fiscal Impact: None

Attachments:

1. 04-04-2023 Regular Meeting Minutes (DRAFT)

Prepared By:
Ciara Wakefield
City Clerk Administrator

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1

MINUTES (DRAFT)
REGULAR MEETING
CITY COUNCIL, CITY OF YUBA CITY
AND THE BOARD OF DIRECTORS OF THE
TIERRA BUENA COMMUNITY SERVICES DISTRICT
CITY COUNCIL - CITY OF YUBA CITY
APRIL 4, 2023
6:00 P.M. REGULAR MEETING COUNCIL CHAMBERS/VIRTUAL

Regular Meeting

Call to Order

The Regular Meeting of the City Council called to order by Mayor Kirchner at 6:00 PM

Roll Call

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

Absent: Councilmember Pasquale

Invocation/Inspiration

Reverend Avram Brown from St. Isidore Catholic Church

Pledge of Allegiance to the Flag

Scott Smallwood, Undersheriff – Sutter County

Modifications/Approval of Agenda

Due to the Habitat for Humanity team evaluating other funding program options, the proposed Merriment Village item was postponed to the April 18, 2023 meeting

Ceremonial Presentations

1. Ethan Conrad Properties Commendation

Mayor Kirchner presented a proclamation to Conrad, CEO of Ethan Conrad Properties, Inc. and his associates

2. National Public Safety Telecommunications Week Proclamation

Mayor Kirchner presented a proclamation to Tawnya Smallwood, Communications Center Supervisor, and Dispatchers Deidra Geddis and Chandra Stubblefield

Public Communication

3. Appearance of Interested Citizens

Heather Esemann spoke
Sande Drown spoke
Norma Flores spoke
Jose Flores spoke

Consent Calendar

Vice-Mayor Harris moved and Councilmember Shaw seconded to motion to approve Consent Calendar items 4, 5, 7-11:

4. Minutes of the March 21, 2023 meeting

Approve the minutes of the March 21, 2023 meeting

5. Opposition of California Assembly Bill 742 - Use of Police K-9's

Adopt **Resolution 23-037** opposing proposed California Assembly Bill 742, which if passed, would remove the ability of California law enforcement agencies to utilize Police K-9's as a non-lethal force option

[Item 6 pulled and moved to Business Items]

~~6. Support of California Senate Bill 14 - Human Trafficking - Serious Felony~~

~~Adopt a Resolution supporting Senate Bill 14, which if passed, would make human trafficking a serious felony~~

7. Yuba City and Sutter County Planning Commissioner Appointments

A. Confirm the appointment of Justine Gill, Yuba City Planning Commissioner, to the Sutter County Planning commission and forward the recommendation to the Sutter County Board of Supervisors.

B. Confirm the anticipated reappointment of Karri Campbell to the Yuba City Planning Commission for a second year subject to confirmation by the Sutter County Board of Supervisors.

8. Tierra Buena Community Services District – Dissolution

Adopt **Resolution 23-039** of the City Council of the City of Yuba City for itself and in its capacity as the Board of Directors of the Tierra Buena Community Services District requesting the Sutter County Local Agency Formation Commission undertake proceedings for the dissolution of the district

9. 3300 Brandywine Drive Well Demolition – Sale of Surplus Property

Adopt **Resolution 23-040** authorizing the Public Works Director to execute all documents necessary to transfer real property interest in the City's former Well #21 property to the owner of the adjacent parcel to the west (3300 Brandywine Drive,

APN 62- 180-046). [no address, APN 62-180-043]

10. Deed Restriction - Didar S. Bains Park

Adopt **Resolution 23-041** authorizing the City Manager to execute a Deed Restriction for the Didar S. Bains Park Parcel, APN 62- 310-021 on behalf of the City

11. National Opioid Settlement

- A. Approve Settlement Agreements and Participation Forms for the City's participation in the National Opioid Settlement Agreements with Teva, Allergan, Walmart, Walgreens, and CVS.
- B. Approve the California State-Subdivision Agreements Regarding Distribution and Use of Settlement Funds relating to the National Opioid Settlement Agreements with Teva, Allergan, Walmart, Walgreens, and CVS.
- C. Adopt **Resolution 23-042** approving and authorizing the City Manager to carry out all necessary acts such that the City can participate in the National Opioid Settlements with Teva, Allergan, Walmart, Walgreens, and CVS, including signing necessary documents and transmittal thereof as necessary.
- D. Authorize the City Manager to carry out all necessary acts such that the City can participate in the National Opioid Settlements, including, but not limited to, the transmittal of the executed documents in Recommendations A and B and all future settlements (as necessary and applicable) through the National Opioid Settlements process

The motion was passed with four (4) votes

Business Items

[Item 6 moved from Consent Calendar]

6. Support of California Senate Bill 14 - Human Trafficking - Serious Felony

Councilmember Boomgaarden moved and Vice-Mayor Harris seconded the motion to:

Adopt **Resolution 23-038** supporting Senate Bill 14, which if passed, would make human trafficking a serious felony

The motion was passed with four (4) votes

**12. Yuba-Sutter Economic Development Corporation
2022 CEDS Annual Performance Evaluation and CEDS Appendices I, IV,
and V updates**

Heather Esemann spoke
Tanna Thomas spoke

Councilmember Shaw moved and Councilmember Boomgaarden seconded the motion to:

Adopt **Resolution 23-043** approving the 2022 Comprehensive Economic Development Annual Performance Report and the updated Appendices I, IV, and V

as prepared by the Yuba-Sutter Economic Development Corporation and authorize its submittal to the United States Department of Commerce, Economic Development Administration

The motion was passed with four (4) votes

13. Unfunded Accrued Pension Liability Management Policy

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

Adopt **Resolution 23-044** to approve the Unfunded Accrued Pension Liability Management Policy for the City of Yuba City

The motion was passed with four (4) votes

Future Agenda Items

14. Future Agenda Items

No suggestions were made

Reports and Communications

15. City Manager's Report

16. City Council Reports

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

Adjournment

Mayor Kirchner adjourned the Regular Meeting of the City Council at 7:25 PM

ATTEST:

Wade Kirchner, Mayor

Ciara Wakefield, Deputy City Clerk

CITY OF YUBA CITY
STAFF REPORT

Date: April 18, 2023
To: Honorable Mayor & Members of the City Council;
From: Public Works Department
Presentation By: Ben Moody, Public Works & Development Services Director

Summary

Subject: Henson Ranch Estates – Phase 1 Subdivision (Subdivision Agreement and Final Map Approval)

Recommendation: Adopt a Resolution approving the execution of a Subdivision Agreement with YC Hooper Ventures, LLC, A California Limited Liability Company providing for public improvements associated with the Henson Ranch Estates – Phase 1 Subdivision Map, approving the Henson Ranch Estates – Phase 1 Subdivision Final Map, accepting dedication of rights-of-way and easements shown thereon and authorizing the filing of the map. (Subdivision is located north of North Colusa Frontage Road, East of Hooper Road, and west of El Margarita Road)

Fiscal Impact: Costs and reimbursements in accordance with proposed Subdivision Agreement

Purpose:

To approve the necessary agreement and final subdivision map that specify the terms for the Henson Ranch Estates – Phase 1 development.

Council's Strategic Goal:

Executing a subdivision agreement, approving a final map, and accepting dedications does not directly meet one of the Council's Strategic Goals. These actions are necessary to comply with the Subdivision Map Act and City policy to facilitate the private development project.

Background:

On November 10, 2021, the Planning Commission approved Tentative Map SM 21-01, Henson Ranch Estates – Phase 1 Subdivision, to subdivide 17.98 acres into 96 single family residential parcels located north of North Colusa Frontage Road, east of Hooper Road, and west of El Margarita Road (Attachment 2). The proposed lot sizes range from 5,775 square feet to 8,761 square feet.

Since Planning Commission approval, the developer and its representatives have been coordinating with City staff to develop the necessary improvement plans and determine the terms of the Subdivision Agreement in accordance with the conditions of approval for the development and City policy.

Analysis:

The procedure for approval of a Final Map is outlined in Title 8, Chapter 2, Article 8 of the Municipal Code. The process is summarized as follows:

- **Tentative Map** – The applicant submits a tentative map to the Development Services Department, which is then routed to all City Departments and other agencies for review, comment, and establishment of the Conditions of Approval. Upon preparation of the Conditions of Approval and the environmental document, the map is taken to the Planning Commission for approval. The tentative map for the subject project was approved by the Planning Commission on November 10, 2021.
- **Final Map** – Upon approval of the tentative map, the applicant submits a Final Map package which includes the Final Map and public improvement plans. If the applicant chooses to file the map prior to the construction of the public improvements, the City requires the execution of a Subdivision Agreement guaranteeing that the improvements will be constructed through the collection of security, such as bonds or a letter of credit.
- **Council Approval** – Once it is determined that the Final Map is correct and the Conditions of Approval have been met, the map is taken to the City Council for consideration and approval.
- **Recordation of the Final Map** – Upon Council approval, the City Clerk certifies the action on the map and it is submitted to the Sutter County Recorder for recordation.

In order to proceed with the development, the property owner is to enter into a Subdivision Agreement (Agreement) with the City to ensure the construction of the required public improvements. The Agreement specifies the obligations of the property owner regarding the fees, dedications, and improvements that are required as a condition of the subdivision, and guarantees that the required public improvements will be constructed.

With the recordation of the Final Map, the determined right-of-way and utility easements will be dedicated to the City. Road dedications include Millie Drive, Billie Keith Way, Wayne Way, and Ethel Drive, and portions of El Margarita Road and Hooper Road.

Fiscal Impact:

Costs and reimbursements for the public improvements are specified through the proposed Agreement. Exhibit B of the Agreement identifies the fees owed by the Developer to the City at the time of execution of the Agreement. Those fees include plan check, inspection, and water hot tap fees, and reimbursements totaling \$197,075.49.

Alternatives:

Delay or modify the recommended actions of approving a Subdivision Agreement or Final Map for Henson Ranch Estates – Phase 1 Subdivision.

Recommendation:

Adopt a Resolution approving the execution of a Subdivision Agreement with YC Hooper Ventures, LLC, A California Limited Liability Company, providing for public improvements associated with the Henson Ranch Estates – Phase 1 Subdivision Map, approving the Henson Ranch Estates – Phase 1 Subdivision Final Map, accepting dedication of rights-of-way and easements shown thereon and authorizing the filing of the map. (Subdivision is located north of North Colusa Frontage Road, East of Hooper Road, and west of El Margarita Road).

Attachments:

1. Resolution - Henson Ranch Estates – Phase 1 Subdivision (Subdivision Agreement and Final Map Approval)
2. Location Map - Henson Ranch Estates – Phase 1 Subdivision (Subdivision Agreement and Final Map Approval)

Prepared By:

Kevin Bradford
Deputy Public Works Director – Engineering

Submitted By:

Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
APPROVING A SUBDIVISION AGREEMENT WITH YC HOOPER VENTURES, LLC FOR THE
HENSON RANCH ESTATES – PHASE 1 SUBDIVISION, APPROVING THE HENSON RANCH
ESTATES – PHASE 1 SUBDIVISION FINAL MAP SUBDIVIDING LAND INTO 96 PARCELS
TO CONSTRUCT SINGLE-FAMILY RESIDENTIAL BUILDINGS, AND ACCEPTING FOR
DEDICATION THE PUBLIC RIGHT-OF-WAY AND UTILITY EASEMENTS SHOWN
THEREON**

WHEREAS, YC Hooper Ventures, LLC, a California Limited Liability Company ("subdivider") owns certain property as identified on Exhibit "B" and has offered for approval a Final Map designated as "Henson Ranch Estates – Phase 1 Subdivision" ("final map"), pursuant to approved Tentative Map for Henson Ranch Estates – Phase 1 Subdivision ("tentative map"); and

WHEREAS, the subdivision lies within the boundaries of the City of Yuba City; and

WHEREAS, the Planning Commission of the City of Yuba City, by formal resolution, approved said tentative map; and

WHEREAS, the City Engineer has subsequently reviewed the final map and has determined that the conditions of approval associated with the final map have been satisfied, that the final map is in substantial conformance with the tentative map, and that the final map is ready for City Council approval; and

WHEREAS, all the certificates which appear on the final map (except the approval certificate of the Council of the City of Yuba City and the recording certificate of the Recorder of the County of Sutter) have been signed and acknowledged and said final map has been filed for approval; and

WHEREAS, the final map conforms to all of the requirements of the Subdivision Map Act of the State of California, and City ordinances, resolutions and standards, except that Section 66492 and 66493 of the Subdivision Map Act may not be fully complied with at the time of passage of this resolution and owner having previously filed with the Clerk of the Board of Supervisors of Sutter County a Tax Compliance Certificate Request along with copies of the final map considered herewith by the Council; and,

WHEREAS, the proposed subdivision, together with the provisions for its design and improvement, is consistent with all applicable general and specific plans of the City; and,

WHEREAS, the owner, whose signature(s) appear on the final map, and others have offered for dedication certain streets, public utility easements, access rights and other public properties and uses as shown and delineated upon said final map; and

WHEREAS, required public improvements have not been completed by the subdivider as of the filing of the final map, and all required public improvements shall be required to be completed in accordance with a Subdivision Improvement Agreement approved by and between the City and the Subdivider; and

WHEREAS, the City Council now desires to approve the Subdivision Agreement with

subdivider, approve the final map, and accept all dedications thereunder.

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

1. Subdivision Agreement: The City Council approves the Subdivision Agreement with YC Hooper Ventures, LLC, a California Limited Liability Company attached hereto as Exhibit "A," and authorizes the City Manager or designee to execute the same on behalf of the City of Yuba City.

2. Findings for Final Map: The City Council finds that:

- a. The final map is in substantial compliance with the tentative map, any deviations therefrom being deemed to be approved by the Council.
- b. The requisite conditions associated with the tentative map have been satisfied, subject to the terms of the Subdivision Agreement approved concurrently herewith.
- c. The final map is in conformance with the General Plan and any applicable specific plan(s).
- d. The final map conforms to all applicable requirements of the Subdivision Map Act of the State of California.

3. Approval of Final Map and Acceptance of Dedications: The City Council approves the final map attached hereto as Exhibit "B", subject to the terms of the Subdivision Agreement approved concurrently herewith, and subject to complete compliance with Sections 66492 and 66493 of the Subdivision Map Act prior to release of the final map for recordation. The City Council accepts any and all of the streets, public utility easements, public utility facilities, access rights and all parcels of land and easements offered for dedication on the final map, unless it is stated on the final map that said dedications are subject to City acceptance of subdivider-installed improvements, in which case acceptance shall be subject to improvement in accordance with Section 66477.1 of the California Government Code.

The foregoing Resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 18th day of April, 2023.

AYES:

NOES:

ABSENT:

Wade Kirchner, Mayor

ATTEST:

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY:

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

Exhibit "A" – Subdivision Agreement

Exhibit "B" – Final Map (Henson Ranch Estates – Phase 1, City of Yuba City)

EXHIBIT “A”

Subdivision Agreement
Final Map of Henson Ranch Estates
– Phase 1 Subdivision
Page 1

WHEN RECORDED MAIL TO:

City Clerk
City of Yuba City
1201 Civic Center Boulevard
Yuba City, CA 95993

NO FEE-Government Code §6103

Public Works Department
City of Yuba City
1201 Civic Center Boulevard
Yuba City, CA 95993

SUBDIVISION AGREEMENT
FINAL MAP OF HENSON RANCH ESTATES – PHASE 1
SUBDIVISION
(Regarding Tentative Map No. 21-01, Henson Ranch Estates – Phase 1
Subdivision)

THIS AGREEMENT is made this 6 day of January, ²⁰²³2022, by and between the **City of Yuba City**, a general law city, hereinafter referred to as "City," and **YC Hooper Ventures, LLC, a California Limited Liability Company**, hereinafter referred to as "Subdivider" without regard for number or gender, and is effective the date first appearing on the Clerk's Attestation and signature for the City of Yuba City.

RECITALS

A. Subdivider has filed with City a Final Map proposing the subdivision of land owned by Subdivider, situated in the City of Yuba City, County of Sutter, State of California, hereinafter referred to as the "Subject Property", dividing the real property more particularly described as follows:

Lots 1 through 96, inclusive, of the Final Map of Faith Court Subdivision according to the map thereof recorded on _____, 20____ in Book _____ of Surveys at Page(s) _____, Sutter County Records.

B. City requires as a condition precedent to the acceptance and approval of the Final Map the dedication of such streets, highways and public places and easements as are delineated and shown on the Final Map, and deems the same as necessary for the public use, and also requires any and all streets delineated and shown on the Final Map shall be improved by the construction and the installation of the improvements hereinafter specified.

C. Section 8-2.809 of the Yuba City Municipal Code ("City Code") requires Subdivider to enter into this Agreement with City whereby Subdivider agrees to do, perform and complete the work and matters required as Conditions of Approval for Tentative Map No. 21-01 dated November 10, 2021 issued by City and any amendments thereto, hereinafter referred to as "Conditions of Approval", within the time hereinafter specified.

D. Subdivider desires to construct the improvements and develop the Subject Property.

E. Subdivider hereby warrants that any and all parties having record title interest in the Final Map which may ripen into a fee have subordinated to this instrument and all such instruments of subordination, if any, are attached hereto and made a part of this instrument.

AGREEMENT

In consideration of the acceptance of the offers of dedication of the streets, highways, public ways, easements and facilities as shown and delineated on the Final Map, and in

consideration of finding of substantial compliance with said Tentative Map, it is mutually agreed and understood by and between Subdivider and City, and Subdivider and City do hereby mutually agree as follows:

1. The Subject Property is subject to the following:
 - a. Time for Performance. The work and improvements required by the Conditions of Approval shall be performed on or before **24 months** of the effective date of this Agreement, except as otherwise specifically set forth in this Agreement. If Subdivider fails to complete such work within such period, City may (but is not required to) complete the same and recover the full cost and expense thereof from Subdivider.
 - b. Conditions of Approval. The Subject Property shall comply with all Conditions of Approval required by Planning Commission Resolution No. PC 21-16, dated November 10, 2021 attached as Exhibit A and incorporated by reference.
 - c. Unforeseen Delays and Extension Process. When a delay occurs due to unforeseen causes beyond the control and without the fault or negligence of Subdivider, the time of completion may be extended for a period justified by the effect of such delay on the completion of the work. As a prerequisite for obtaining an extension, Subdivider must file a written request for a time extension with the City's Public Works Director within 24 months of the effective date of this Agreement. The written request should set forth the facts and unforeseen causes giving rise to the delay, and must be accompanied by an updated Cost Estimate approved by the City Engineer. Subdivider must also pay an extension fee, if any, established by the most recent City Fee Schedule ("Fee Schedule") based upon the higher of the initial or revised estimated total improvement cost for the Final Map. The Public Works Director, in said Director's sole and exclusive discretion, may grant an extension of time for completion of improvements by Subdivider. The Public Works Director may also re-assess Performance Security, Payment Security and any other improvement security to increase the amount based upon the updated Cost Estimate and pursuant to the types and percentage amounts set forth in Paragraph 5 of this Agreement. The Public Works Director shall give Subdivider written notice of the Director's determination in writing, including any additional Performance Security, Payment Security or other improvement security amounts. The Director's determination shall be final and conclusive. No extension of this Agreement shall be valid unless Subdivider shall provide City any additional improvement security within 20 business days after written notice of

the Director's determination. If no extension of time is granted, City shall refund the extension fee, less the cost of any staff time for processing the application, paid by Subdivider at the time of submittal of the request for extension.

2. Scope of Improvements. Subdivider agrees to construct and install, at Subdivider's sole cost and expense, all of the streets, sidewalks, curbs, gutters, storm drainage facilities, water distribution facilities, sewer collection facilities, street lighting facilities, fire hydrants, landscaping and irrigation, and all other work and improvements depicted or required on the Improvement Plans for the Construction on Henson Ranch Estates – Phase 1 Subdivision (City Drawing No. 5545-D), as approved by the City Engineer, and any approved amendments thereto, any Conditions of Approval required by Planning Commission Resolution No. PC 21-16, dated November 10, 2021, and in compliance with Chapter 2 of Title 8 of the City Municipal Code and the Subdivision Map Act (hereinafter collectively referred to as "Improvements"), which are incorporated by reference and made a part of this Agreement. Improvements shall be done in accordance with the construction standards contained in the most current edition of the City Standard Specifications and Details and, to the extent not addressed therein, in accordance with the State of California Department of Transportation Standard Plans and Specifications as amended by special provisions approved by the City Engineer.

3. Impact and other Fees. Subdivider shall pay to City the total fees and charges due as a condition of Final Map approval, including those required by City Code Section 8-2.803 and 8-2.1515, and Chapter 10 of Title 8 of the City Code, as they may be amended. The total fees and charges are more particularly itemized and made a part of this Agreement in the attached Exhibit B, which is incorporated by reference.

4. Estimated Reimbursements for Certain Improvements. City shall pay to Subdivider those amounts, if any, shown in Exhibit C, which is incorporated by reference, at such time and only at such time as City has accepted those Improvements. Exhibit C represents City's participation and contribution to the Improvements which City recognizes will ultimately inure to the overall benefit of City, both in connection with the subject development and in connection with future developments. In connection with the amounts set forth in Exhibit C, City has made its best faith efforts at predicting the amounts to be credited as reimbursements for Improvements that will benefit other properties as contemplated by City Code Section 8-2.1501. The parties acknowledge since the subject Improvements have not been completed at the time of execution of this Agreement, the actual cost of construction is not yet known. Some degree of reasonable estimation

is incorporated into the calculations, including the amount of fee credits, if any. Subdivider agrees these figures represent City's best estimates only and they are subject to fluctuation following calculation of actual construction costs after improvement completion and acceptance. Calculations of costs are also based on information submitted by Subdivider to City. Payment of fees and any reimbursements shall be made at the rates and amounts established by the City Code, including pertinent provisions contained in City's Fee Schedule.

5. Fee Credit Adjustments. With regard to fee credits including those referenced above and herein, Subdivider may receive designated fee credits from City as offsets toward a development impact fee for construction of certain required infrastructure improvements either as a part of this Agreement or at some future date. With regard to the amounts to be credited as referenced above, Subdivider acknowledges and agrees any such fee credits are provided contingent upon City accepting required infrastructure improvements completely installed by Subdivider. Until then, and notwithstanding any other provision, Subdivider expressly agrees Subdivider has no right to any portion of any fee credit and the Public Works Director for City, in the Director's sole discretion, may unilaterally amend this Agreement effective upon mailed notice to Subdivider to adjust (including adding, reducing or removing) credits at any time prior to acceptance of all required infrastructure improvements by City. Upon adjustment, Subdivider shall pay in full any development impact fees, due from modification of the fee credit, prior to approval of the subdivision map or as may be deferred by a fee deferral covenant. If the subdivision map has already been approved, all such fees shall be promptly paid by Subdivider. City may enforce recovery of such fees in any manner available at law or in equity, including but not limited to private foreclosure and sale of the property in the manner provided in Section 2924 of the California Civil Code or successor statute.

6. Inspections. City shall inspect all Improvements. All Improvements and materials shall be done, performed and installed in strict accordance with the approved construction plans for said work on file with the City Engineer and the Public Works Standards, which said construction plans and Public Works Standards are hereby referred to and adopted and made a part of this Agreement. In the event there are not any Public Works Standards for any of said Improvements, it is agreed that the same shall be done and performed in accordance with the standards and specifications of the State of California, Division of Highways. All of said Improvements and materials shall be done, performed and installed under the inspection of and to

the satisfaction of the City Engineer.

7. Security. Prior to the approval by the City Council of the Final Map, Subdivider shall furnish to City the following improvement securities set forth in this paragraph. Improvement security shall be of the type as provided for in Government Code §66499 subject to review by the City Attorney and approval of the City Council. Bonds shall be by one or more duly authorized corporate sureties licensed to do business in California subject to the approval of City and on forms furnished or approved by City and Certificates of Deposit must be in a form acceptable to the City Attorney.

a. Performance Security. The total amount shall equal 100% of the final Engineer's Estimate of Probable Cost of Remaining Items of Work, as approved by the City Engineer, to be conditioned upon the faithful performance of this Agreement. Performance Security shall be in the amount of \$1,015,886.00 and in the form of a bond naming the City of Yuba City as obligee, or a certificate of deposit made payable only to the City of Yuba City, or cash.

b. Payment Security. The total amount shall equal 100% of the final Engineer's Estimate of Probable Cost of Remaining Items of Work, except if such securities is in the form of a cash deposit or deposit or instrument of credit, the amount shall be equal to 50% of the total estimated cost of the improvements, as approved by the City Engineer, to secure payment to all contractors and subcontractors performing work on said improvements and all persons furnishing labor, materials or equipment to them for said improvements. Payment Security shall be in the amount of \$1,015,886.00 and in the form of a bond naming the City of Yuba City as obligee, or in the amount of \$507,943.00 in the form of a certificate of deposit made payable only to the City of Yuba City, or cash.

8. Damage Prior to Final Acceptance. Any damage to the work or Improvements constructed pursuant to this Agreement occurring after installation shall be made good to the satisfaction of the City Engineer by Subdivider before any securities are released or the final acceptance of the completed work.

9. Remedy of Defects. Subdivider shall remedy any defective work, labor or materials related to the Improvements, and shall pay City for any damage to the Improvements resulting therefrom, which occur within a period of one year from the date of acceptance of the Improvements by City.

10. Warranty Security. To ensure Subdivider complies with its obligations set forth in paragraph 7, on acceptance of the required work by the City Engineer, a maintenance bond serving as warranty security shall be furnished to the City in the minimum amount of \$369,059.90 which represents ten (10) percent of the total Engineer's Estimate of Probable Cost, including portions of improvements already completed. The warranty security shall serve as a guarantee and warranty of the work for a period of one year following acceptance against any defective work, labor or materials. The warranty security shall be released, less any amount required to be used for fulfillment of the warranty, one year after final acceptance of the subdivision Improvements.

11. No Right of Trespass. This Agreement shall in no way be construed as a grant by City of any rights to Subdivider to trespass upon land rightfully in the possession of, or owned by, another, whether such land be privately or publicly owned.

12. Indemnification. Subdivider shall be obligated as follows:

a. To the furthest extent allowed by law, Subdivider shall indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by City, Subdivider or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees, litigation and legal expenses incurred by City or held to be the liability of City, including plaintiff's or petitioner's attorney's fees if awarded, in connection with City's defense of its actions in any proceeding), arising or alleged to have arisen directly or indirectly out of performance or in any way connected with: (i) the making of this Agreement; (ii) the performance of this Agreement; (iii) the performance or installation of the work or Improvements by Subdivider and Subdivider's employees, officers, agents, contractors or subcontractors; (iv) the design, installation, operation, removal or maintenance of the work and Improvements; (v) Subdivider and Subdivider's employees, officers, agents, contractors or subcontractor's failure to provide prevailing wages as may be required by law; or (vi) City's granting, issuing or approving use of this Agreement.

b. Subdivider's obligations under the preceding sentence shall apply regardless whether City or any of its officers, officials, employees or agents are negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence, or caused by the willful misconduct, of City or any

of its officers, officials, employees, agents or volunteers.

c. If Subdivider should subcontract all or any portion of the work to be performed under this Agreement, Subdivider shall require each subcontractor to indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers in accordance with the terms of paragraphs "a" and "b" of this Section. Notwithstanding the preceding sentence, any subcontractor who is a "design professional" as defined in Section 2782.8 of the California Civil Code shall, in lieu of indemnity requirements set forth in paragraphs "a" and "b" of this Section, be required to indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers to the furthest extent allowed by law (including Section 2782.8 of the California Civil Code), from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the design professional, its principals, officers, employees, agents or volunteers in the performance of this Agreement.

d. Subdivider further agrees that the use for any purpose and by any person of any and all of the streets and works and Improvements hereinbefore specified, shall be at the sole and exclusive risk of Subdivider at all times prior to final acceptance by City of the completed street and other improvements thereon and therein. This Section shall survive termination or expiration of this Agreement.

13. Insurance. Throughout the life of this Agreement, Subdivider shall pay for and maintain in full force and effect all policies of insurance described in this Section with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-VII" in Best's Insurance Rating Guide, or (ii) authorized by City's Risk Manager. The following policies of insurance are required:

a. COMMERCIAL GENERAL LIABILITY insurance, which shall be at least as broad as the most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01 and shall include insurance for bodily injury, property damage, and personal and advertising injury with coverage for premises and operations (including the use of owned and non-owned equipment), products and

completed operations, contractual liability (including indemnity obligations under this Agreement), with limits of liability of not less than \$1,000,000 per occurrence for bodily injury and property damage, \$1,000,000 per occurrence for personal and advertising injury and \$1,000,000 aggregate for products and completed operations, and \$1,000,000 general aggregate.

b. COMMERCIAL AUTOMOBILE LIABILITY insurance, which shall be at least as broad as the most current version of Insurance Services Office (ISO) Business Auto Coverage Form CA 00 01 and shall include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Section 1, subsection A.1 entitled “Any Auto”), with combined single limits of liability of not less than \$1,000,000 per accident for bodily injury and property damage.

c. PROFESSIONAL LIABILITY (Errors and Omissions) insurance appropriate to the respective person's profession (applicable only to those subcontractors who are providing Professional Services to Subdivider), with limits of liability of not less than \$1,000,000 per claim/occurrence and \$1,000,000 policy aggregate.

d. WORKERS' COMPENSATION insurance as required under the California Labor Code.

e. EMPLOYERS' LIABILITY with minimum limits of liability of not less than \$1,000,000 each accident, \$1,000,000 disease policy limit and \$1,000,000 disease each employee.

Subdivider shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and Subdivider shall also be responsible for payment of any self-insured retentions.

The above described policies of insurance shall be endorsed to provide an unrestricted 30 calendar day written notice in favor of City of policy cancellation of coverage, except for the Workers' Compensation policy which shall provide a 10 calendar day written notice of such cancellation of coverage. **In the event any policies are due to expire during the term of this Agreement, Subdivider shall provide a new certificate evidencing renewal of such policy(ies) not less than 15 calendar days prior to the expiration date of the expiring policy(ies).** Upon issuance by the insurer, broker, or agent of a notice of cancellation in coverage, Subdivider shall file with City a new certificate and all applicable endorsements for such policy(ies).

The General Liability and Automobile Liability insurance policies shall be written on an

occurrence form and shall name City, its officers, officials, agents, employees and volunteers as an additional insured. Such policy(ies) of insurance shall be endorsed so Subdivider's insurance shall be primary and no contribution shall be required of City. In the event claims-made forms are used for any Professional Liability coverage, either (i) the policy(ies) shall be endorsed to provide not less than a five (5) year discovery period, or (ii) the coverage shall be maintained for a minimum of five (5) years following the termination of this Agreement and the requirements of this Section relating to such coverage shall survive termination or expiration of this Agreement. Any Workers' Compensation insurance policy shall contain a waiver of subrogation as to City, its officers, officials, agents, employees and volunteers.

Subdivider shall have furnished City with the certificate(s) and applicable endorsements for ALL required insurance prior to City's execution of the Agreement. Subdivider shall furnish City with copies of the actual policies upon the request of City Attorney or the City Clerk at any time during the life of the Agreement or any extension, and this requirement shall survive termination or expiration of this Agreement.

The fact that insurance is obtained by Subdivider or his/her/its subcontractors shall not be deemed to release or diminish the liability of Subdivider or his/her/its subcontractors including without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify City, its officers, officials, agents, employees and volunteers, shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Subdivider or his/her/its subcontractors. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Subdivider, its principals, officers, agents, employees, persons under the supervision of Subdivider, vendors, suppliers, invitees, subcontractors, consultants or anyone employed directly or indirectly by any of them.

If at any time during the life of the Agreement or any extension, Subdivider fails to maintain the required insurance in full force and effect, the Director of Public Works for City, or his/her designee, may order that Subdivider, or its contractors or subcontractors, immediately discontinue any further work under this Agreement and take all necessary actions to secure the work site to insure that public health and safety is protected. All payments due or that become due to Subdivider shall be withheld until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. Any failure to maintain the required insurance shall be sufficient cause for

City to terminate this Agreement.

If Subdivider should subcontract all or any portion of the services to be performed under this Agreement, Subdivider shall require each subcontractor to provide insurance protection in favor of City, its officers, officials, employees, volunteers and agents in accordance with the terms of each of the preceding paragraphs, except that the subcontractors' certificates and endorsements shall be on file with Subdivider and City prior to the commencement of any work by the subcontractor.

14. Payment for Materials and Supplies. Subdivider and Subdivider's subcontractors shall pay for any materials, provisions, and other supplies used in, upon, for, or about the performance of the Improvements contracted to be done, and for any work or labor thereon of any kind, and for amounts due under the Unemployment Insurance Act of the State of California, with respect to such work or labor and shall file with City pursuant to Section 3800 of the California Labor Code, as may be amended, a Certificate of Workers Compensation and shall maintain a valid policy of Workers Compensation Insurance for the duration of the period of construction.

15. Compaction and Materials Testing. Compaction and other materials testing performed for determination of compliance with the Public Works Standards shall at all times remain under the review of the City Engineer who may determine additional test procedures, and additional locations to be tested. All materials testing for improvement work within the public easements and rights-of-way shall be ordered and paid for by Subdivider.

16. Work by Subdivider. It shall be the responsibility of Subdivider to coordinate all work done by Subdivider's contractors and subcontractors, such as scheduling the sequence of operations and the determination of liability if one operation delays another. In no case shall representatives of City be placed in the position of making decisions that are the responsibility of Subdivider. It shall further be the responsibility of Subdivider to give the City Engineer written notice not less than two working days in advance of the actual date on which work is to be started. Failure on the part of Subdivider to notify the City Engineer may cause delay for which Subdivider shall be solely responsible.

17. Inspections. Whenever Subdivider varies the period during which work is carried on each day, Subdivider shall give due notice to the City Engineer so that proper inspection may be provided. If Subdivider fails to duly notify City as herein required, any work done in the absence of the City Engineer will be subject to rejection. Inspection of the Improvements by City shall not relieve Subdivider of any obligation to fulfill the Agreement as prescribed. Defective

work shall be made good, and unsuitable materials may be rejected, notwithstanding the fact that such defective work and unsuitable materials have been previously overlooked by the City Engineer or City Inspector and accepted.

18. Street Surfacing and Underground Facilities. Concrete curbs and gutters, the sanitary sewer system and house connections, together with water mains, gas mains, and their respective service connections, and all other facilities required to be installed underground shall be completed in the streets and alleys before installation of street and alley surfacing.

19. Compliance with Conditions of Approval; Easements. In addition to the Covenants affecting land development, if any, Subdivider shall comply with all Conditions of Approval set forth in the Conditions of Approval for Tentative Map No. 21-01 dated November 10, 2021, and any amendments thereto, not already fully completed or performed as of the date of the approval of the Final Map and which are not otherwise set forth in this Agreement. Compliance shall include, but is not limited to, any condition to convey to a specific party a fee interest or easement in any parcels in the Subject Property upon Subdivider's completion of all required improvements to said parcels. Subdivider's compliance with such conditions shall be completed within a reasonable time as determined by City, in City's sole discretion, commencing upon the City Engineer sending written notice to Subdivider of the outstanding condition and time in which Subdivider is required to comply, and Subdivider shall timely comply.

20. Compliance with Law. In performing obligations set forth in this Agreement, Subdivider shall comply with all applicable laws, ordinances, codes, regulations, and rules of all local, state and federal governmental agencies having jurisdiction including, without limitation, applicable federal and state labor standards and environmental laws and regulations. It shall be the sole responsibility of Subdivider to determine whether to pay prevailing wages for any or all work required by this Agreement. As a material part of this Agreement, Subdivider agrees to assume all risk of liability arising from any decision not to pay prevailing wages for work required by this Agreement. Subdivider shall indemnify, defend, and hold harmless City and its officials and employees against any failure to comply with such laws, ordinances, codes, regulations, and rules. Subdivider shall comply with the codes or ordinances of City including the City Code and Building Codes.

21. Enforcement of Obligations. City may enforce this Agreement in any manner available at law or in equity, including, but not limited to, reversion to acreage.

22. Limitations of Legal Acts. Except as provided by the Section entitled "Attorney's

Fees and Legal Expenses,” in no event shall the City, or its officers, agents or employees, be liable in damages for any breach or violation of this Agreement, it being expressly understood and agreed Subdivider’s sole legal remedy for breach or violation of this Agreement by City shall be a legal action in mandamus, specific performance or other injunctive or declaratory relief to enforce the provisions of this Agreement.

23. Attorney’s Fees and Legal Expenses. If either party is required to commence any proceeding or legal action to enforce or interpret any term or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney’s fees and legal expenses. For the purposes of this Agreement, “attorneys’ fees” and “legal expenses” include, without limitation, paralegals’ fees and expenses, attorneys, consultants fees and expenses, expert witness fees and expenses, and all other expenses incurred by the prevailing party’s attorneys in the course of the representation of the prevailing party in anticipation of and/or during the course of litigation, whether or not otherwise recoverable as “attorneys’ fees” or as “costs” under California law, and the same may be sought and awarded in accordance with California procedure as pertaining to an award of contractual attorneys’ fees.

24. Obligation Running With Land. This Agreement shall burden the Subject Property described and constitute a covenant running with the land in favor of and for the benefit of City shall be binding upon the successors, transferees, and heirs of Subdivider. Subdivider consents to the recordation of this Agreement with the Sutter County Recorder.

25. Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

26. Successor Statutes Incorporated. All references to a statute or ordinance shall incorporate any or all successor statute or ordinance enacted to govern the activity now governed by the statute or ordinance, noted herein to the extent, however, that incorporation of such successor statute or ordinance does not adversely affect the benefits and protections granted to Subdivider under this Agreement.

27. Incorporation of Attachments: All recitals and attachments to this Agreement, including all Exhibits referenced herein, and all subparts thereto, are incorporated herein by this reference.

28. Time is of the Essence. Time is of the essence of this Agreement, and the same shall bind and inure to the benefit of the parties hereto, their successors and assigns.

29. No Assignment. No assignment of this Agreement or of any duty or obligation of performance hereunder shall be made in whole or in part by Subdivider without the written consent of City.

30. Captions. Section, paragraph and other captions or headings contained in this Agreement are inserted as a matter of convenience and for reference, and in no way define, limit, extend or otherwise describe the scope or intent of the Agreement or any provision hereof and shall not affect in any way the meaning or interpretation of this Agreement.

31. Ambiguities or Uncertainties. Any ambiguities or uncertainties herein shall be equally and fairly interpreted and construed without reference to the identity of the Party or Parties preparing this Agreement, on the express understanding and agreement the Parties participated equally in the negotiation and preparation of the Agreement, or have had equal opportunity to do so. Accordingly, the Parties hereby waive the benefit of California Civil Code §1654 and any successor or amended statute, providing that in cases of uncertainty, language of a contract should be interpreted most strongly against the Party who caused the uncertainty to exist.

32. Severable Provisions. The provisions of this Agreement are severable. The invalidity or unenforceability of any one provision in this Agreement shall not affect the validity or enforceability of the other provisions, which shall remain in full force and effect.

33. Release of Conditions. The conditions and obligations of this Agreement shall remain in full force and effect until such time as City's Director of the Department of Public Works issues a written release finding the conditions and obligations of this Agreement have been fully satisfied and are no longer required for public health and safety reasons and thereafter records such release with the Sutter County Recorder.

34. Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Sutter County, California.

35. Acknowledgement of Content. Each party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes

all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by written instrument duly authorized and executed by both City and Subdivider.

[Signatures on Next Page]

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement

CITY OF YUBA CITY,
a General Law City

By: _____
Diana Langley, City Manager

ATTEST

By: _____
Ciara Wakefield, Deputy City Clerk

Dated: _____

APPROVED AS TO FORM:

By: _____
Shannon L. Chaffin,
City Attorney

Attachments:

- Exhibit A: Planning Commission Resolution No. PC 21-16 – Conditions of Approval
- Exhibit B: Impact Fees and Other Fees Due Payable by Subdivider
- Exhibit C: Fee Credits and Reimbursements Payable by City

SUBDIVIDER

YC Hooper Ventures, LLC, a California
Limited Liability Company

By: _____
Manjit Mike Singh
Also known as Manjit Singh Pabla,
Manjit Singh, and Mike Singh

Dated: 1/6/2023

*(Attach Notary Acknowledgments)

Document: Subdivision Agreement

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Sutter) ss.

On January 6, 2022 Ana R Campos before me,

Notary Public personally appeared Manjit Singh

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 [Signature]

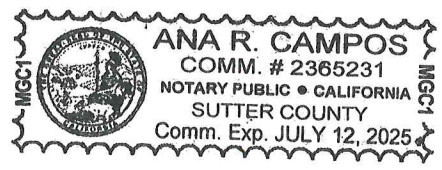


EXHIBIT A

**PLANNING COMMISSION RESOLUTION NO. PC 21-16
CONDITIONS OF APPROVAL**

PLANNING COMMISSION RESOLUTION NO. PC21-16

RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF YUBA CITY APPROVING TENTATIVE SUBDIVISION MAP (TSM) 21-01, HENSON RANCH, , SUBJECT TO THE CONDITIONS OF APPROVAL AND MITIGATION MEASURES, CREATING 96 SINGLE-FAMILY RESIDENTIAL LOTS AND A 6.63-ACRE REMAINDER ON 25.14 ACRES, LOCATED ALONG THE NORTH SIDE OF COLUSA HIGHWAY FRONTAGE ROAD BETWEEN HOOPER ROAD ON THE WEST AND EL MARGARITA ROAD ON THE EAST (ASSESSOR'S PARCEL NUMBERS 62-082-009, 62-082-011, 62-082-014, 62-082-015), AND ADOPTING THE MITIGATED NEGATIVE DECLARATION PREPARED AS DETAILED IN THE ENVIRONMENTAL ASSESSMENT 21-01.

WHEREAS, the City received a tentative subdivision map application for this property in June 2021 to subdivide the approximately 25.14-acre property. TSM 21-01 would create 96 single-family residential lots, and a 6.63-acre remainder. All of the new lots will be provided full City services; and

WHEREAS, this property is within Yuba City's city limits and the property owner wished to develop their property to urban levels; and

WHEREAS, the Planning Commission reviewed related Environmental Assessment 21-01 considering a Mitigated Negative Declaration (MND) prepared for the project, which provided mitigations that reduce significant impacts to less than significant; and

WHEREAS, a review of the General Plan and Zoning Regulations determined that the proposed subdivision was consistent with the General Plan and Zoning Regulations; and

WHEREAS, the City on October 20, 2021, published a legal notice and a Public Hearing notice was mailed to each property owner within at least 300 feet of the project site in compliance with State law concerning the Planning Commission's consideration on November 10, 2021; and

WHEREAS, the Planning Commission held a duly noticed public hearing on November 10, 2021 and considered all of the project and environmental information presented by staff, public testimony and all of the background information.

NOW, THEREFORE, BE IT RESOLVED the Planning Commission of the City of Yuba City resolves and orders as follows:

Environmental finding: The Planning Commission finds that an environmental assessment initial study was prepared for this project in accordance with the requirements of the California Environmental Quality Act (CEQA) Guidelines. This process included the distribution of requests for comment from other responsible or affected agencies and interested organizations. Preparation of the environmental assessment necessitated a thorough review of the proposed project and relevant environmental issues and considered previously prepared environmental and technical studies. While the proposed project could have a potentially significant effect on the environment, the Commission finds that feasible mitigation measures or alternatives have been incorporated into the project in order to avoid the effects or mitigate the effects to a point where clearly no significant effect on the environment will occur. The project-specific mitigation measures included in the project to avoid potentially significant effects are set forth in the attached Initial Study/Mitigated Negative

Declaration. With the project specific mitigations imposed, there is no substantial evidence in the record that this project may have significant direct, indirect or cumulative effects on the environment.

Subdivision Findings: None of the findings required by Yuba City Municipal Code Section 8-2.609, and the California Subdivision Map Act Section 66474 that require the City to deny approval of a tentative map apply to this project:

1. The proposed tentative subdivision map is not consistent with the applicable general plan and specific plan.
2. The design and improvement of the tentative subdivision map is not consistent with applicable general and specific plans or adopted City standards.
3. That the site is not physically suited for the density of development.
4. That the site is not physically suited for the type of development.
5. That the design of the subdivision map or likely improvements is likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.
6. That the design of the subdivision maps or the type of improvements is likely to cause serious public health problems.
7. None of the findings in Section 6-9.603 of the Municipal Code is satisfied.
8. That the design of the subdivision or the type of improvements will conflict with easements acquired by the public at large for access through or use of property within the proposed subdivision.

Evidence:

1. The proposed 96 single-family residential lots on approximately 18.51 acres of the 25.14-acre property are designated in the General Plan as LDR. This designation provides for a gross residential density range of 2 to 8 residences per acre. This proposal is for approximately 5.2 residences per acre, which is well within the General Plan density range standard provided in the Land Use Element.

Hooper Road is designated in the General Plan as a collector street. The on-site portions of the street, including the remainder portions will be improved to a collector standard. With the increased traffic generated by the subdivision it will remain within the LOS standard of D or better as provided in the General Plan Circulation Element.

The proposed 96 new residences are consistent with the Housing Element's call for more housing. The project is not within a specific plan.

As determined in the mitigated negative declaration prepared for the subdivision there are no significant impacts on any agricultural land, biological resources, water quality, and air quality; the project will be paying its fair share (development impact fees) for local parks. Thus, the project is consistent with the Environmental Conservation Element of the General Plan.

2. As discussed above, this single-family residential land division meets all General Plan consistency requirements. Further, the project is conditioned to meet all City

development and improvement standards including water, wastewater, stormwater, street cross-sections, and streetscape landscaping. Each new residential lot meets the minimum lot size requirements of the R-1 Zone District.

3. The site is flat and has all City services available to it or, in the case of stormwater drainage, the system will be designed and constructed to be part of a larger drainage system operated by the Sutter County Water Agency. The environmental document prepared for the project did not find any environmental concerns that could not be mitigated to below a level of significance or where the inadequacies of the property that would provide concerns for its proposed development.
4. The site is flat, surrounded by existing development and physically suited to be readily developable. The portion of the property where the proposed residential land division is located is designated by the General Plan for single-family residential development. As previously discussed, all City services will be available to the property.
5. Based on the mitigated negative declaration prepared for this project, the project will not create any significant environmental impacts, including adverse impacts on fish and wildlife.
6. Every new lot will be connected to City water, wastewater, and storm drainage systems, which will avoid public health problems.
7. The facilities of the State plan of flood control or other flood management facilities protect the property to the urban level of flood protection in urban and urbanizing areas or the national Federal Emergency Management Agency standard of flood protection in nonurbanized areas.
8. The subdivision will be served by public streets that are dedicated to the City for public use. There is no use of private streets or other types of easements that the project would conflict with. There are no known existing easements that will be adversely affected by this subdivision.

AND, BE IT FURTHER RESOLVED, that the Planning Commission, based on Environmental Assessment 21-01 and the list of identified mitigation measures, determines the project will not have a significant impact on the environment and adopts a Mitigated Negative Declaration for the project as well as the associated Mitigation Monitoring Program, and approves Tentative Subdivision Map 21-01 Henson Ranch, as shown in **Exhibit A**, subject to the Conditions of Approval and Mitigation Measures as provided in **Exhibit B**.

The foregoing resolution was introduced at the regular meeting of the Planning Commission held on November 10, 2021, by Commissioner Doscher who moved its adoption, which motion was seconded by Commissioner Sillman and carried by the following vote:

Ayes: Chairwoman Blake, Vice Chairwoman Sillman, Commissioner Doscher, Commissioner Adams, Commissioner Brookman, Commissioner Shaffer

Noes:

Absent: Commissioner Dale

Recused:

By order of the Planning Commission of the City of Yuba City.



Michele Blake, Planning Commission Chair

ATTEST:



Benjamin Moody, Secretary to the Planning Commission

Attachments:

Exhibit A: Tentative Subdivision Map 21-01

Exhibit B: Conditions of Approval and Mitigation Measures

TENTATIVE SUBDIVISION TRACT MAP
SM 21-001 (HENSON RANCH)

YUBA CITY, CALIFORNIA
JUNE 14, 2021 REVISED SEPTEMBER 27, 2021

PROJECT NOTES

OWNER
HENSON FAMILY LIVING TR
2689 COLUSA HIGHWAY
YUBA CITY, CA 95991
CONTACT: MARY MINARD
PHONE: (530) XXX-XXXX

EXISTING USE
VACANT

EXISTING GENERAL PLAN DESIGNATION
LOW DENSITY RESIDENTIAL

PROPOSED GENERAL PLAN DESIGNATION
LOW DENSITY RESIDENTIAL

EXISTING ZONING
R-1

PROPOSED ZONING
R-1

LEVEE PROTECTION
LEVEE DISTRICT NO. 9 OF SUTTER COUNTY

ELEMENTARY SCHOOL DISTRICT
YUBA CITY UNIFIED SCHOOL DISTRICT

HIGH SCHOOL DISTRICT
YUBA CITY UNIFIED SCHOOL DISTRICT

IRRIGATION DISTRICT
NONE - INDIVIDUAL WATER WELLS

FIRE PROTECTION
CITY OF YUBA CITY FIRE DEPARTMENT

LAW ENFORCEMENT
CITY OF YUBA CITY POLICE

SANITARY SEWER
CITY OF YUBA CITY PUBLIC WORKS

DOMESTIC WATER
OLIVEHURST PUBLIC UTILITIES DISTRICT

STORM DRAINAGE
CITY OF YUBA CITY PUBLIC WORKS
AND SUTTER WATER AGENCY

ELECTRICITY
PACIFIC GAS AND ELECTRIC

NATURAL GAS (OPTIONAL)
PACIFIC GAS AND ELECTRIC

COMMUNICATION
AT&T AND COMCAST

CABLE (OPTIONAL)
COMCAST

ENGINEER/SURVEYOR
MHM INCORPORATED
1204 E STREET, P.O. BOX B
MARYSVILLE, CA 95901
CONTACT: SEAN MINARD, P.E., P.L.S.
PHONE: (530) 742-6485

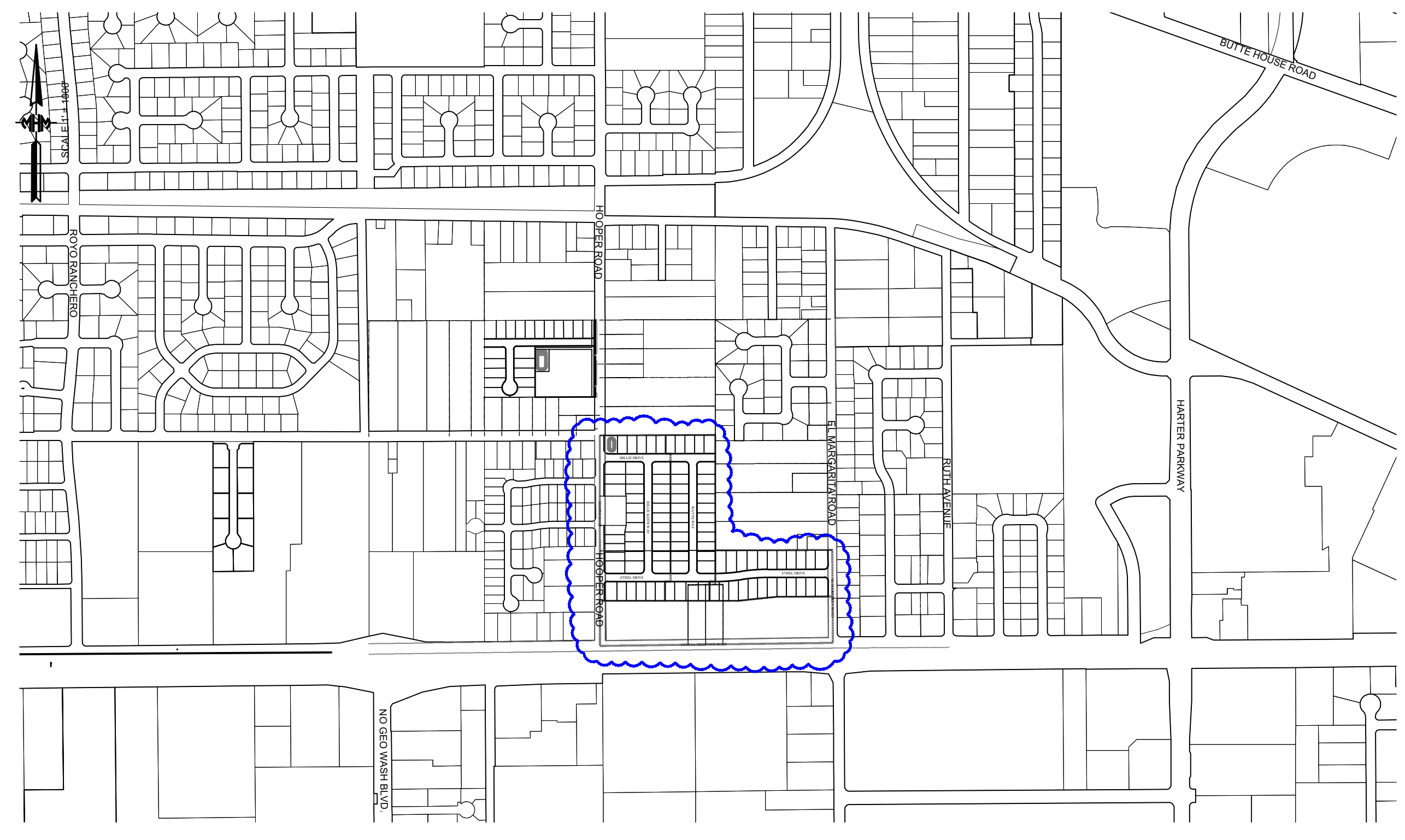
ASSESSOR'S PARCEL NO.
APN 62-082-009, 011, 014, AND 015

AREA OF TENTATIVE MAP
25.14 GROSS ACRE (6.63 ACRES ARE NOT
PART OF THE PROJECT)

GENERAL NOTES:

- SUBDIVIDER RESERVES THE RIGHT TO PHASE DEVELOPMENT AND FILE MULTIPLE FINAL MAPS PURSUANT TO SECTION 66456.1 (A) OF THE SUBDIVISION MAP ACT.
- A 12.0 FOOT PUBLIC UTILITY EASEMENT SHALL BE LOCATED PROVIDED ON ALL STREETS WITH 10 FEET BEHIND SIDEWALK AND 2.0 FEET LOCATED UNDER SIDEWALK. ADJACENT TO CUL-DE-SAC BULBS THE PUBLIC UTILITY EASEMENT SHALL BE 10 FEET BEHIND SIDEWALK UNLESS OTHERWISE DIRECTED BY THE CITY ENGINEER.
- THIS EXHIBIT IS FOR TENTATIVE MAP PURPOSES ONLY, ACTUAL DIMENSIONS, ROAD ALIGNMENTS, ACREAGE, AND YIELDS ARE TO BE VERIFIED PRIOR TO FINAL MAP.
- THIS IS AN APPLICATION FOR A DEVELOPMENT PERMIT.
- VILLAGE NUMBERING IS FOR IDENTIFICATION PURPOSES ONLY AND DOES NOT INDICATE PHASING ORDER OF DEVELOPMENT. ULTIMATE DEVELOPMENT PHASING WILL BE ORDERLY AND WILL BE DETERMINED AT FINAL MAP AND/OR IMPROVEMENT PLAN STAGE.
- ALL EXISTING STRUCTURES, SEPTIC TANKS, AND WELLS TO BE REMOVED OR DESTROYED PRIOR TO CONSTRUCTION.
- STREET TREES SHALL BE PLANTED PURSUANT TO COUNTY OF YUBA CITY STANDARDS. ADDITIONAL DETAIL SHALL BE PROVIDED ON THE IMPROVEMENT PLANS.
- OWNERS, APPLICANT, ATTORNEY, ENGINEER, AND SURVEYOR SHALL RECEIVE ANY COMMUNICATIONS AND/OR NOTICES RELATED TO THIS PROJECT.

LOCATION MAP



LEGAL DESCRIPTION:

HE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF SUTTER, CITY OF YUBA CITY, DESCRIBED AS FOLLOWS:

PARCEL ONE: (APN: 62-082-009 AND 62-082-014)
A PORTION OF LOTS 22 AND 23 OF SUBDIVISION NO. 2 OF THE ELMER TRACT, IN THE CITY OF YUBA CITY, COUNTY OF SUTTER, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF RECORDED FEBRUARY 4, 1908 IN BOOK 1, PAGE 61 OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 23 AND RUNNING THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOT 23, A DISTANCE OF 156.00 FEET; THENCE NORTHERLY, PARALLEL TO THE EAST LINE OF SAID LOT 23, A DISTANCE OF 340.00 FEET; THENCE EASTERLY PARALLEL TO THE SOUTH LINE OF SAID LOT 23, A DISTANCE OF 200 FEET; THENCE SOUTH PARALLEL TO THE EAST LINE OF SAID LOT 23, A DISTANCE OF 340.00 FEET TO THE SOUTH LINE OF SAID LOT 22; AND THENCE WESTERLY ALONG THE SOUTH LINE OF LOT 22, 44.0 FEET TO THE POINT OF BEGINNING.

PARCEL TWO: (APN: 62-082-011)
LOT 24 OF SUBDIVISION NO. 2 OF THE ELMER TRACT, IN THE CITY OF YUBA CITY, COUNTY OF SUTTER, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF RECORDED FEBRUARY 4, 1908 IN BOOK 1, PAGE 61 OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO EARL D. LARSEN AND ROSETTA M. LARSEN, HIS WIFE, AS JOINT TENANTS, IN DEED RECORDED DECEMBER 13, 1963 IN BOOK 636, PAGE 346 OF OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

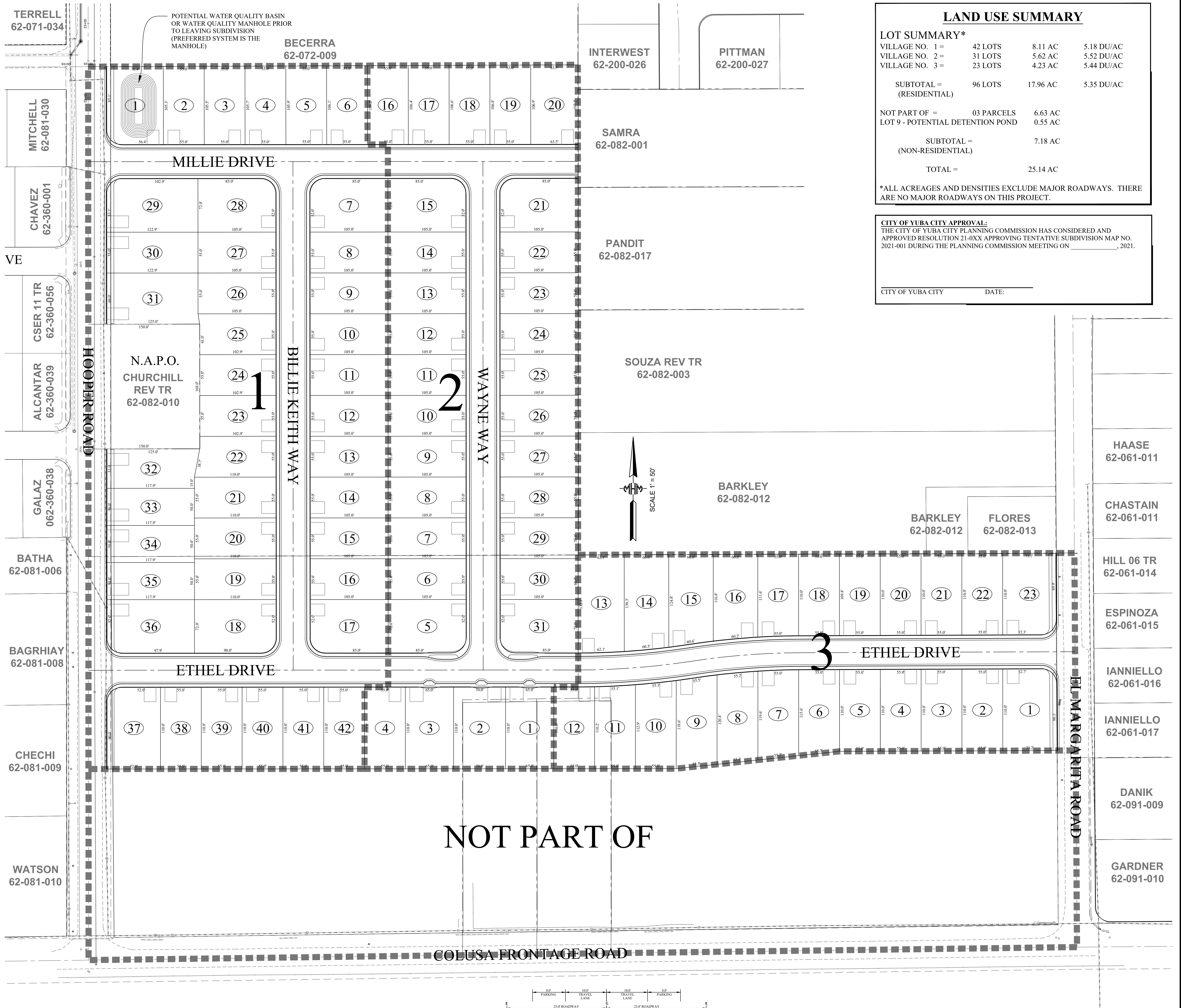
BEGINNING AT A POINT IN THE WEST LINE OF LOT 24, AS SHOWN UPON THAT CERTAIN MAP ENTITLED "MAP OF SUBDIVISION NO. 2 OF THE ELMER TRACT", FILED FEBRUARY 4, 1908 AND RECORDED IN BOOK 1 OF SURVEYS, AT PAGE 61, SUTTER COUNTY RECORDS, DISTANT THEREON NORTH 1° 04' WEST, 145.0 FEET FROM THE SOUTHWEST CORNER OF SAID LOT; THENCE FROM SAID POINT OF BEGINNING, CONTINUING ALONG THE WEST LINE OF SAID LOT 24, NORTH 1° 04' WEST, 168.0 FEET; THENCE LEAVING SAID WEST LINE, RUNNING EASTERLY AT RIGHT ANGLES TO SAID WEST BOUNDARY LINE, A DISTANCE OF 150.0 FEET; THENCE SOUTHERLY AT RIGHT ANGLES, 168.0 FEET; THENCE WESTERLY AT RIGHT ANGLES 150.0 FEET TO THE POINT OF BEGINNING.

PARCEL THREE: (APN: 62-082-015)
LOTS 22 AND 23 OF SUBDIVISION NO. 2 OF THE ELMER TRACT, IN THE CITY OF YUBA CITY, COUNTY OF SUTTER, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF RECORDED FEBRUARY 4, 1908 IN BOOK 1, PAGE 61 OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THAT PORTION DESCRIBED AS FOLLOWS:

A PORTION OF LOTS 22 AND 23 OF SUBDIVISION NO. 2 OF THE ELMER TRACT, IN THE CITY OF YUBA CITY, COUNTY OF SUTTER, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF RECORDED FEBRUARY 4, 1908 IN BOOK 1, PAGE 61 OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 23 AND RUNNING THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOT 23, A DISTANCE OF 156.00 FEET; THENCE NORTHERLY, PARALLEL TO THE EAST LINE OF SAID LOT 23, A DISTANCE OF 340.00 FEET; THENCE EASTERLY PARALLEL TO THE SOUTH LINE OF SAID LOT 23 AND LOT 22, A DISTANCE OF 200 FEET; THENCE SOUTH PARALLEL TO THE EAST LINE OF SAID LOT 23, A DISTANCE OF 340.00 FEET TO THE SOUTH LINE OF SAID LOT 22; AND THENCE WESTERLY ALONG THE SOUTH LINE OF LOT 22, 44.0 FEET TO THE POINT OF BEGINNING.



LAND USE SUMMARY

LOT SUMMARY*			
VILLAGE NO. 1 =	42 LOTS	8.11 AC	5.18 DU/AC
VILLAGE NO. 2 =	31 LOTS	5.62 AC	5.52 DU/AC
VILLAGE NO. 3 =	23 LOTS	4.23 AC	5.44 DU/AC
SUBTOTAL = (RESIDENTIAL)			
96 LOTS		17.96 AC	5.35 DU/AC
NOT PART OF =			
03 PARCELS		6.63 AC	
LOT 9 - POTENTIAL DETENTION POND		0.55 AC	
SUBTOTAL = (NON-RESIDENTIAL)			
7.18 AC			
TOTAL =		25.14 AC	

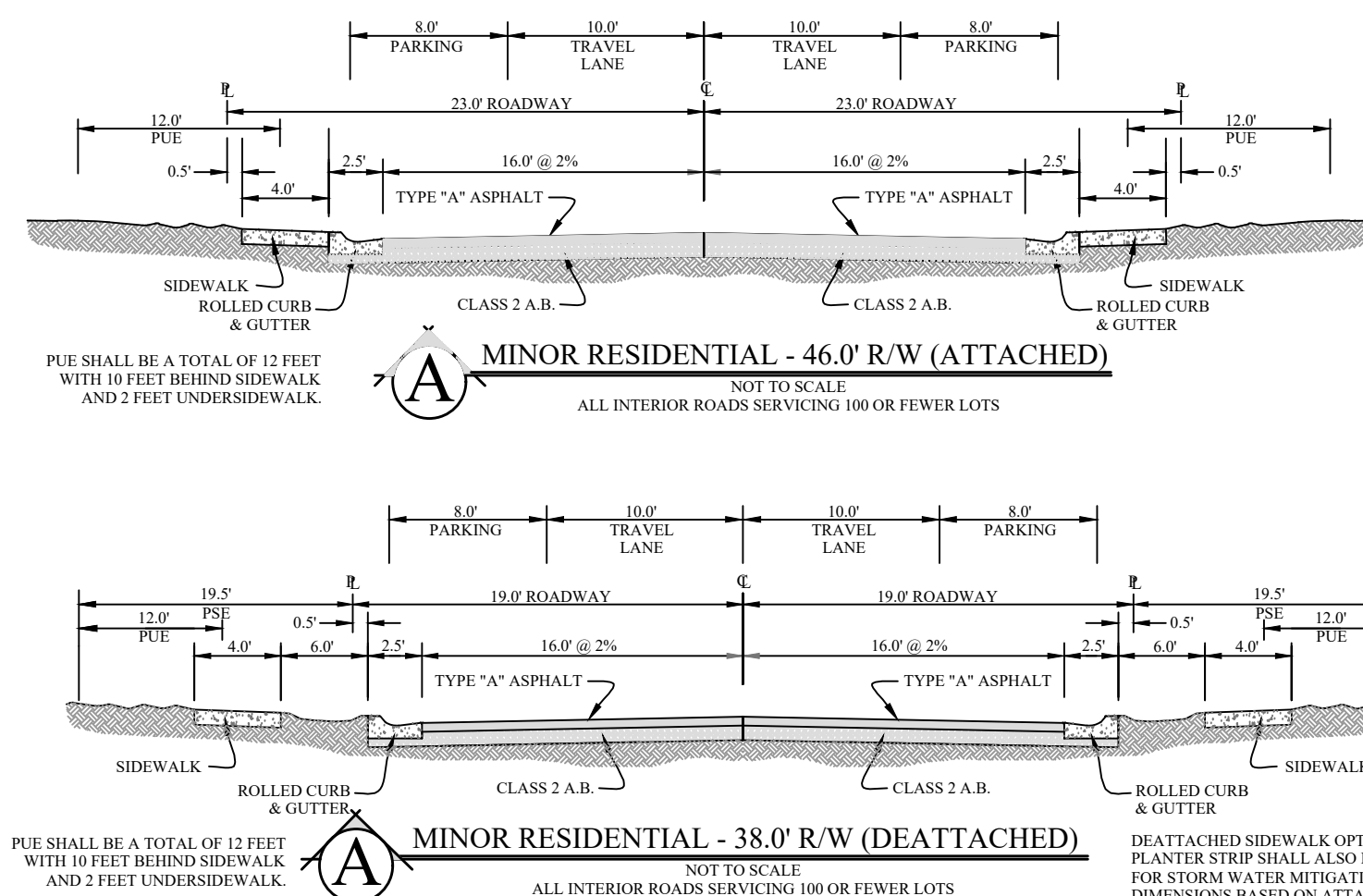
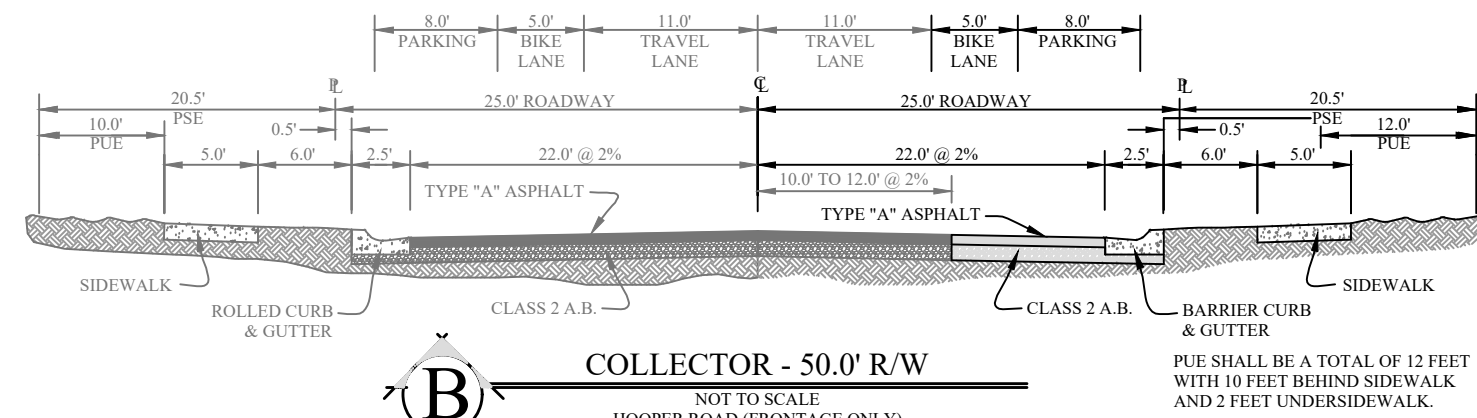
*ALL ACREAGES AND DENSITIES EXCLUDE MAJOR ROADWAYS. THERE ARE NO MAJOR ROADWAYS ON THIS PROJECT.

CITY OF YUBA CITY APPROVAL:
THE CITY OF YUBA CITY PLANNING COMMISSION HAS CONSIDERED AND APPROVED RESOLUTION 21-0XX APPROVING TENTATIVE SUBDIVISION MAP NO. 2021-001 DURING THE PLANNING COMMISSION MEETING ON _____, 2021.

CITY OF YUBA CITY _____ DATE: _____

NOT PART OF

0 20' 40' 80' 160'



SURVEYORS STATEMENT:
THEREBY STATE THAT ALL EASEMENTS OF RECORD ARE SHOWN AND LABELED PER PRELIMINARY TITLE REPORT BY PLACER TITLE COMPANY ORDER NUMBER P-492574 DATED MAY 21, 2021.

SEAN MINARD, P.E. 52593, P.L.S. 8397

2 INDICATES PROPOSED PHASE

M.H.M.
ENGINEERS & SURVEYORS SINCE 1892

1204 E STREET, P.O. BOX B
MARYSVILLE, CA 95901
TEL: 530.742.6485
FAX: 530.742.5639

**CITY OF YUBA CITY
CONDITIONS OF APPROVAL
TENTATIVE SUBDIVISION MAP 21-01
NOVEMBER 10, 2021**

**HENSON RANCH
APNs: 62-082-009, -011, -014, -015**

NOTICE TO PROJECT APPLICANT

In accordance with the provisions of Government Code Section 66020(d)(1), the imposition of fees, dedication, reservations or exactions for this project are subject to protest by the project applicant at the time of approval or conditional approval of the development or within ninety (90) calendar days after the date of imposition of fees, dedications, reservation, or exactions imposed on the development project. This notice does not apply to those fees, dedications, reservations, or exactions which were previously imposed and duly noticed; or, where no notice was previously required under the provisions of Government Code Section 66020(d)(1) in effect before January 1, 1997.

IMPORTANT: PLEASE READ CAREFULLY

Please note that this project is subject to a variety of discretionary conditions of approval. These include conditions based on adopted City plans and policies, those determined through tentative subdivision map review and environmental assessment essential to mitigate adverse effects on the environment including the health, safety, and welfare of the community, and recommended conditions for development that are not essential to health, safety, and welfare, but would on the whole enhance the project and its relationship to the neighborhood and environment.

Discretionary conditions of approval may be appealed. All code requirements, however, are mandatory and may only be modified by variance, provided the findings can be made.

All discretionary conditions of approval will ultimately be deemed mandatory unless appealed by the applicant to the City Council within 10 days after the decision by the Planning Commission. In the event you wish to appeal the Planning Commission's decision or discretionary conditions of approval, you may do so by filing a written appeal with the City Clerk. The appeal shall state the grounds for the appeal and wherein the Commission failed to conform to the requirements of the zoning ordinance. This should include identification of the decision or action appealed and specific reasons why you believe the decision or action appealed should not be upheld.

These conditions are applicable to any person or entity making use of this tentative subdivision map, and references to "developer" or "applicant" herein also include any applicant, property owner, owner, leasee, operator, or any other person or entity making use of this tentative subdivision map.

CONDITIONS OF APPROVAL

1. The applicant/property owner agrees to defend, indemnify and hold harmless the City, its officers, agents and employees, from any and all claims, damages, liability

or actions arising out of or connected with this Agreement, except to the extent such liabilities are caused by actions of the City.

2. The lands with a current general plan designation of Office and Office Park shown as 'not a part of' the project will not have development rights unless a Conditional Certificate of Compliance is processed for the subject area or as approved by the City Surveyor.
3. The lot design on the subdivision maps shall be designed in conformance with the TSM 21-01, as appropriate, and as approved by the Planning Commission.
4. The development and operation of the project shall comply with all CEQA mitigation measures identified in Environmental Assessment 21-02 dated October 20, 2021.
5. To limit visibility to provide privacy and to minimize conflicting views of adjacent properties, the Tentative Map dated June 14, 2021 Revised September 27, 2021 is restricted as follows:
 - a. Phase 1 lots – 2, 3 and 4 are to be restricted to single story construction or any back-facing window sills on the upper floor of a two-story residence are to be a minimum of 6.0 feet above the floor, or as otherwise approved by the Development Services Director
 - b. Phase 1 lots - 23 and 24 are to be restricted to single story construction.
 - c. Phase 2 lot - 26 is to be restricted to single story construction or any back-facing window sills on the upper floor of a two-story residence are to be a minimum of 6.0 feet above the floor, or as otherwise approved by the Development Services Director.
 - d. Phase 3 lots – 22 and 23 are to be restricted to single story construction or any back-facing window sills on the upper floor of a two-story residence are to be a minimum of 6.0 feet above the floor, or as otherwise approved by the Development Services Director.
6. The Developer shall coordinate with United States Postal Service in regard to relocating the existing mailboxes, adjacent to the subdivision, located along the west side of El Margarita Road, to either a centralized mail delivery unit or to the east side of the road in coordination with applicable property owners. On site mail delivery is to be maintained throughout construction.
7. If Phase 3 develops prior to Phases 1 or 2, then Ethel Drive will need a temporary cul-de-sac at the west end (located in Phase 2). In addition, a fire hydrant will need to be installed midway down the length of Ethel Drive, or at a location determined by the Yuba City Fire Marshal.
8. Road improvements along Hooper Road, from the north boundary of the tentative map to the intersection with North Colusa Frontage Road, along the east right of way, are to be constructed including road widening, curb, and gutter, along the entire length of Hooper Road, including the curb return and ADA ramp at the intersection of Hooper Road and North Colusa Frontage Road or as otherwise determined by the Public Works Director. Sidewalk improvements shall be provided from north boundary line to the southern boundary of Phase 1 Lot 37. No sidewalk shall be

required on the “Not Part Of” lands. Necessary right of way and easements are to be dedicated with Phase One of the Final Map.

9. Road work adjacent to APN 62-082-010 (between lots 31 and 32 of Phase 1) is to be constructed. Work is to include a widened bike lane, curb, gutter, and sidewalk within the existing right of way, with a modified road section as approved by the Public Works Director to facilitate construction. Reimbursement fee credits for qualifying work will be determined in the applicable subdivision/improvement agreement with Developer prior to construction.

Road work shall be constructed prior to the issuance of the first certificate of occupancy in Phase 1, or as otherwise determined by the Public Works Director.

10. Road improvements along El Margarita Road, from the north boundary of the tentative map to the intersection with North Colusa Frontage Road, along the west right of way, are to be constructed including road widening, curb, and gutter, along the entire length of El Margarita Road, including the curb return and ADA ramp at the intersection of El Margarita Road and North Colusa Frontage Road or as otherwise determined by the Public Works Director. Sidewalk improvements shall be provided from north boundary line to the southern boundary of Phase 3 Lot 1. No sidewalk shall be required on the “Not Part Of” lands. Necessary right of way and easements are to be dedicated with Phase One of the Final Map.
11. The Developer shall, prior to the issuance of the first certificate of occupancy of the first residence in Phase 2 (as said Phase is shown on Tentative Subdivision Map dated June 14, 2021 Revised September 27, 2021), construct a solid 6-foot high chain link fence across the right-of-way of Ethel Drive and Millie Drive connecting with the adjoining six-foot high private fences. This fencing shall be constructed in addition to the standard dead-end barricade. The fence and barricade shall be maintained by the City via the lighting and landscape maintenance district.
12. To help contain fugitive dust, construction sites shall be watered down during the construction phase of the project or as directed by the Public Works Department.
13. Paved streets shall be swept frequently (water sweeper with reclaimed water recommended; wet broom) if soil material has been carried onto adjacent paved, public thoroughfares from the project site.
14. The Developer, at their expense, shall be solely responsible for all quality control associated with the project. The quality control shall include, but is not limited to, the following: survey work, potholing existing utilities, all geotechnical testing, soil reports, concrete testing, asphalt testing, and any other required special testing/inspections. The City will only perform necessary testing to assure compliance.
15. Storage of construction material is not allowed in the travel way.
16. The only hard surface (concrete or pavers) that can be placed in the street planter area other than the standard driveway serving the residence is 18” wide strips to accommodate the wheel path of vehicles unless authorized/approved by the Public Works Director.
17. A Subdivision Agreement outlining any costs (hot tap, connection fee, fair share contribution, etc.) associated with the development shall be accepted by the City prior

to recordation of map, or prior to approval of the Improvement Plans, whichever comes first.

PRIOR TO ISSUANCE OF A GRADING PERMIT

18. The improvement plans for the development of the subject property shall include all measures required to ensure that no increased drainage runoff resulting from the development of the property flow onto the adjacent lands or that the development will not impede the drainage from those properties. The rear yards and/or side yards of the lots that are created by this subdivision that are adjacent to existing residential development shall have the same finish grade elevation as those lots within tolerances as approved by the Public Works Department. If retaining walls are required they shall be constructed of concrete or masonry block.
19. A master grading plan for all phases of the subdivision shall be submitted to the Public Works Department as part of the improvement plans with the first subdivision phase.

PRIOR TO APPROVAL OF THE IMPROVEMENT PLANS

20. A fair share analysis shall be prepared by a traffic engineer. The analysis should determine fair share amounts related to mitigations in previous traffic studies as approved by the Public Works Director, with a focus primarily on the following intersections:
 - State Route 20 / N. Colusa Frontage Road and N. George Washington Blvd.
 - North Colusa Frontage Road and Hooper Road
 - North Colusa Frontage Road and El Margarita Road
 - Hooper Road and Jefferson Avenue
 - Any other locations deemed appropriate by the traffic engineer or Public Works Director

Developer is to construct and/or pay all determined proportional share amounts of required improvements and/or fees related to mitigating identified traffic impacts that are in addition to the City's impact fee program.

21. Final Improvement Plans are to incorporate traffic calming measures along Ethel Drive, including curb extensions (bulb-outs / chokers) at determined locations to be approved by the Development Services Director.
22. Obtain all necessary approvals from City, State, and Federal agencies, utilities and other effected parties that are required for the project including, but not limited to, the preparation of drawings, studies, reports and permit applications, and payment of fees. Prior to City approval of Improvement Plans the Developer shall provide evidence, to the satisfaction of the Public Works Department, that all such obligations have been met.
23. The contractor shall obtain an Encroachment Permit from the City prior to performing any work within public rights of way.
24. The plans shall indicate the locations of all prior hull deposit pits, detention pond(s), all septic and leach field areas, and all wells. All pits and ponds are to be filled with engineered fill.

25. Hooper Road shall be widened to a half-width (centerline to back of curb) of 24.5 feet. Right-of-way shall be dedicated to a width of 25.0 feet together with a 20.5-foot Public Service Easement (PSE) behind the right-of-way. Frontage improvements shall include street section, **barrier curb**, gutter, 6.0-foot landscaped parkway strip (measured from back of curb), 5.0-foot wide sidewalk, street trees, and streetlights. A 12.0 foot wide Public Utility Easement (PUE) shall be located adjacent to the sidewalk with 2.0 foot located underneath the sidewalk, or as otherwise determined by the Public Works Director. Adjacent to APN 62-082-010, the road section width and specifications can be modified as approved by the Public Works Director to facilitate construction within the existing right of way. The sidewalk can be attached and there shall be no requirement for a PSE, street trees, street lights, or landscaped parkway strip. Work is to include relocating the existing mailbox to the back of sidewalk or incorporated into the centralized mail delivery unit.
26. El Margarita Road shall be widened to a half-width (centerline to back of curb) of 24.5 feet. Right-of-way shall be dedicated to a width of 25.0 feet together with a 20.5-foot PSE behind the right-of-way. Frontage improvements shall include street section, **barrier curb**, gutter, 6.0-foot landscaped parkway strip (measured from back of curb), 5.0-foot wide sidewalk, street trees, and streetlights. A 12.0-foot wide PUE shall be located adjacent to the sidewalk with 2.0 foot located underneath the sidewalk, or as otherwise determined by the Public Works Director.
27. The Developer has two roadway design options for of the interior residential streets:
- a. *Detached sidewalk* -- Streets shall be designed/constructed to a width of 37.0 feet back of curb to back of curb with parking permitted on both sides. Right-of-way shall be dedicated to a width of 38.0 feet together with a 19.5-foot PSE behind the right-of-way. Frontage improvements shall include street section, curb, gutter, 6.0-foot wide landscape parkway strip (measured from back of curb), 4.0-foot wide sidewalk, street trees, and streetlights. A 12.0-foot wide PUE shall be located adjacent to the sidewalk with 2.0-foot located underneath the sidewalk.
 - i. The landscape plan for the front yard, including the area between the sidewalk and curb, shall be handled by each individual lot improvement. The irrigation system shall be designed to accommodate the street tree and shall meet the City's Model Water Efficient Landscape Ordinance.
 - ii. The landscaping in the parkway strip is to have a coordinated theme referenced on the public improvement plans, or as approved by the Development Service Director.
 - b. *Attached sidewalk* -- Streets shall be designed/constructed to a width of 37.0 feet back of curb to back of curb with parking permitted on both sides. Right-of-way shall be dedicated to a width of 46.0 feet. Frontage improvements shall include street section, curb, gutter, a 4.0-foot wide attached sidewalk, and streetlights. A 12.0-foot wide PUE shall be located adjacent to the sidewalk with 2.0 foot located underneath the sidewalk.
 - i. At minimum one City approved street tree shall be planted in the front yard of each lot. Any variation as to location of tree and/or type of tree shall be approved by the Development Services Director.

- ii. The landscape plan for the front yard shall be handled by each individual lot improvement.
28. The Developer shall comply with all City requirements related to drainage, including submittal of a drainage plan for any drainage improvements for the proposed development. A drainage analysis, along with calculations, shall be submitted to the City Engineer for approval. The analysis shall include, but is not limited to:
- a. Grading and drainage plan showing the proposed drainage conveyance and storage system.
 - b. Supporting calculations demonstrating adequacy of conveyance capacity and storage volume. The calculation analysis shall meet the requirements of the Yuba City Basin Drainage Study.
 - c. Storm Drain Collection Systems- For the design of all pipeline conveyance facilities, the Hydraulic Grade Line (HGL) shall be maintained a minimum of one foot below the gutter flow line of all drain inlets and at least one foot below all maintenance hole rims during a 10-year, 24-hour storm event. The storm drain minimum pipe size shall be 12 inches. The minimum velocity shall be 2 fps.
 - d. Street Flow- The street system shall be designed to convey the 100-year, 24-hour runoff while maintaining a water surface at least 1 foot below the adjacent building pad elevations (or alternatively, the building pad elevations shall be at least 1 foot above the 100-year water level). The grading plan shall ensure that the 100-year, 24-hour runoff can be conveyed through the development and to the receiving drainage facility.
 - e. Drainage systems (pipes and street systems) shall be designed to accommodate the runoff from the ultimate development of the entire upstream watershed.
 - f. Water Quality – Water quality basin(s) shall meet State Water Resource Board requirements for water quality. The water quality basin can be incorporated into a detention pond, designed as an individual pond, included in a water quality manhole system, or as approved by the Public Works Director.
 - g. Detention Basins - A 100-year, 4-day storm shall be used for sizing detention storage facilities. The detention basin release rate from a 100-year, 24-hour storm after development must be equal to or lower than the runoff rate from the detention basin's tributary area before development.
 - h. The Drainage Study shall be completed and stamped by a Professional Engineer and determined by the City Engineer and the Sutter County Water Agency Engineer to be comprehensive, accurate, and adequate.
29. Only one detention pond and/or water quality basin shall be utilized if required to meet stormwater requirements throughout the entire subdivision. Mechanical water quality devices and/or oversized pipes are preferred. Should a basin be necessary it is to include, but not be limited to a vehicle pull out area, solid masonry wall adjacent to residential, decorative perimeter fencing with accessible sized gate, landscaping, and access to the inlet and outlet in the basin as approved by the Public Works Director. Maintenance costs associated with the basin and/or mechanical water quality device(s) are to be included in the applicable Lighting and Landscape Maintenance District.

30. Development shall comply with Yuba City's stormwater requirements and Post-Construction Standards Plan. The Post Construction information can be found here: https://www.yubacity.net/city_hall/departments/public_works/engineering/stormwater_management
31. The Developer shall comply with all Sutter County requirements related to drainage, including submittal of a drainage plan for any drainage improvements that utilize County facilities for approval by Sutter County Public Works Director. The Developer shall coordinate with the County if the storm drain under Hooper Road, and the ditches to the west, are to be utilized as part of the drainage improvements.
32. All development shall be designed to local, state, and federal flood standards.
33. The structural section of all road improvements shall be designed using the Caltrans empirical R-value method. A geotechnical investigation shall determine the R-value of the existing soil in accordance with the Caltrans Highway Design Manual. The structural section shall be designed to the following standards:
- a. Use 3" minimum for residential, 4" minimum for collectors and 5" minimum for arterials, of 'Type A' asphaltic concrete over Class 2 aggregate base (the thickness of the base shall be designed to the R-value of the soil)
 - b. Use a traffic index of 6 for residential streets
 - c. Use a traffic index of 7 for collector streets
 - d. Use a traffic index of 10 for arterial streets
- A copy of the geotechnical investigation, including R-value determination, test locations and structural section calculations, shall be submitted with the first improvement plan check.
34. Striping, pavement markings and traffic signage shall be provided on all streets as necessary and as required by the Public Works Department. Signage restricting parking and red painted curbing shall be installed where appropriate. Speed limit signs shall be installed at locations determined by the Public Works Department. All required speed limit signs shall be shown on the Improvement Plans.
35. The street trees and street lighting are public improvements which shall meet the Parks Division Planting Standards and City Standard Details and be included in the Improvement Plans and Specifications for the subdivision when the improvement plans are submitted for the first improvement plan check. Only one tree species shall be planted on any street.
36. The Improvement Plans shall show provisions for the placement of centralized mail delivery units in the PUE. Developer shall provide a concrete base for placement of the centralized mail delivery unit. Specifications and location of such base shall be determined pursuant to the applicable requirements of the Postal Service and the City Public Works Department, with due consideration for street light location, traffic safety, security and consumer convenience.
37. Required Improvement Plan Notes:
- a. "Any excess materials shall be considered the property of the contractor/owner and shall be disposed of away from the job site in accordance with applicable local, state and federal regulations."

- b. "During construction, the Contractor shall be responsible for controlling noise, odors, dust and debris to minimize impacts on surrounding properties and roadways. The Contractor shall be responsible for all construction equipment to be equipped with manufacturers approved muffler baffles. Failure to do so may result in the issuance of an order to stop work."
- c. "If any hazardous waste is encountered during the construction of this project, all work shall be immediately stopped and the Sutter County Environmental Health Department, the Fire Department, the Police Department, and the City Inspector shall be notified immediately. Work shall not proceed until clearance has been issued by all of these agencies."
- d. "The Contractor(s) shall be required to maintain traffic flow on affected roadways during non-working hours, and to minimize traffic restriction during construction. The Contractor shall be required to follow traffic safety measures in accordance with the "California Manual of Uniform Traffic Control Devices, latest edition." The City of Yuba City emergency service providers shall be notified, at least two working days in advance, of proposed construction scheduled by the contractor(s)."
- e. "Soil shall not be treated with lime or other cementitious material without prior express permission by the Public Works Department."
- f. "Where an excavation for a trench and/or structure is five (5) feet deep or more, the contractor shall conform to O.S.H.A. requirements. The contractor shall provide a copy of the approved O.S.H.A. permit, and shoring details and calculations prepared by California licensed structural engineer to the Public Works Department, prior to beginning construction."

PRIOR TO ACCEPTANCE OF THE PUBLIC IMPROVEMENTS

- 38. All existing well(s), septic tank(s), and service lines shall be destroyed in accordance with the requirements of the Sutter County Environmental Health and Yuba City Building Departments, respectively. Connections shall be made to public sewer and water. The Developer shall pay all applicable fees.
- 39. In addition to the street lights provided on the interior streets, street lights shall be installed along the east side of Hooper Road (except adjacent to APN 62-082-010), in front of the commercial property on the north side of North Colusa Frontage Road, and along the west side of El Margarita Road. Where there are existing lights on the opposite side of Hooper Road and/or El Margarita Road, the new light locations should be staggered between them.
- 40. Prior to final paving, the Developer shall vacuum test all manholes to ensure no leakage will occur.
- 41. Prior to final paving, the Developer shall hydroflush, and televise, all storm drain mains and all sewer mains. In addition, prior to the City's acceptance of the subdivision improvements, and at the Public Works Department's discretion, the storm sewer and sewer mains shall be re-hydroflushed.
- 42. The contractor shall maintain record drawings of the improvements and keep them on site at all times. When the project is complete, the contractor shall deliver a marked set of plans to the Engineer of Record. The Engineer of Record shall update the improvement plans with the record information. Once the changes have been

added to the plans, the Engineer of Record shall submit both an electronic copy (Civil 3D version 2017 or newer) and a hard copy to the City. The City will not accept the completion of the improvements until the electronic copy and hard copy have been submitted.

43. The existing power poles along the property on Hooper Road shall be placed underground, or addressed in accordance with the City's Overhead Utility Policy adopted March 17, 2020. The total lineal foot length of overhead lines along Hooper Road is determined to be 1,006 lineal feet or as otherwise determined by the Public Works Director.

44. All public street lighting shall be dedicated to the City of Yuba City.

PRIOR TO FINAL MAP RECORDATION

45. The residential portion of the development shall pay for operations and/or maintenance for police, fire, parks, drainage, and ongoing street maintenance costs. This condition may be satisfied through participation in a Mello-Roos CFD, by payment of cash in an amount agreed to by the City, by another secure funding mechanism acceptable to the City, or by some combination of those mechanisms. The City shall be reimbursed actual costs associated with the formation of, or annexation to, the district. The property shall annex in to an existing CFD.

46. The property shall petition for formation of a Zone of Benefit of the Yuba City Lighting and Landscaping Maintenance District for the purpose of maintaining; street trees which are to be planted along all streets, street lights, fencing, and any detention / water quality basin(s) or devices. The Engineering Division shall be reimbursed actual costs associated with the formation of the district.

47. Should a detention pond or water quality basin be utilized, the basin parcel(s) shall be dedicated to the City of Yuba City.

48. All public street lighting shall be dedicated to the City of Yuba City.

PRIOR TO ISSUANCE OF A BUILDING PERMIT

49. The Developer's Superintendent/Representative shall submit three (3) sets of Pacific Gas and Electric approved utility plans showing joint trench locations and distribution lines prior to issuance of first building permit for each phase of construction.

50. The Developer shall pay all applicable Sutter County Water Agency connection fees and maintenance and operation fees, and entering into an agreement with Sutter County providing participation in a zone of benefit, drainage district, agency, service area or any other public entity for the financing of construction and maintenance of a drainage system, as determined applicable by Sutter County.

51. At the commercial properties, cross access easements shall be reserved in deeds or other acceptable format to facilitate all shared underground utilities, ingress and egress, parking, drainage, refuse collection, landscaping, and the maintenance thereof to the benefit of all parcels involved in the division. The document is to be recorded and tied to the divided parcels.

PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY

52. The curb, gutter, sidewalk, and lot drainage shall be inspected and approved by the City. Any curb, gutter and sidewalk which is not in accord with City standards or is damaged before or during construction, shall be replaced. All sidewalks along the City right-of-way shall be free of any non-control joint cracking. In addition, any concrete with cracks, chips, blemishes, and spalling greater than an inch in diameter shall be replaced from control joint to control joint.
53. All street lighting shall be constructed per the Improvement Plans and energized prior to the issuance of any certificate of occupancy or as approved by the Development Services Director.
54. Prior to issuance of any certificate of occupancy, all underground utilities, public improvements, and site improvements, including rough grading, shall be completed in accordance with City requirements.

MITIGATION MEASURES

Impact	Mitigation Measure	Responsible Party	Timing
3.7 Geology and Soils	Paleontological Mitigation Measure 1: Mitigation Measure # 1 shall be placed as a note on the Demolition and Grading Plans. If paleontological resources are found, the construction manager shall halt all activity and immediately contact the Development Services Department at 530-822-5145. Mitigation shall be conducted as follows: 1. Identify and evaluate paleontological resources by intense field survey in the vicinity that potential paleontological resource was found, as determined by the paleontologist; 2. Assess effects on identified sites; 3. Consult with the institutional/academic paleontologists conducting research investigations within the geological formations that are slated to be impacted; 4. Obtain comments from the researchers; 5. Comply with researchers' recommendations to address any significant adverse effects where determined by the City to be feasible. In considering any suggested mitigation proposed by the consulting paleontologist, the City's Community Development	Developer, Public Works Dept., Development Services Dept.	During construction phase

Impact	Mitigation Measure	Responsible Party	Timing
	Department Staff shall determine whether avoidance is necessary and feasible in light of factors such as the nature of the find, project design, costs, Specific or General Plan policies and land use assumptions, and other considerations. If avoidance is unnecessary or infeasible, other appropriate measures (e.g., data recovery) shall be instituted. Work may proceed on other parts of the project site while mitigation for paleontological resources is carried out.		
3.8. Greenhouse Gases	Greenhouse Gas Mitigation 1: The site grading process shall comply with the GHG Reduction Measures provided in the adopted Yuba City Resource Efficiency Plan.	Development Services Dept.	Prior to issuance of building permits.
3.18. Tribal Cultural Resources	Tribal Cultural Resources Mitigation 1: Post Ground Disturbance A minimum of seven days prior to beginning earthwork, clearing, and grubbing, or other soil disturbing activities, the applicant shall notify lead agency of the proposed earthwork start-date. The lead agency shall contact the United Auburn Indian Community (UAIC) with the proposed earthwork start-date and a UAIC Tribal Representative or Tribal Monitor shall be invited to inspect the project site, including any soil piles, trenches, or other disturbed areas, within the first five days of groundbreaking activity, or as appropriate for the type and size of the project. During this inspection, a UAIC Tribal Representative or Tribal Monitor may provide an on-site meeting for construction personnel information on TCRs and workers awareness brochure. If any TCRs are encountered during this initial inspection, or during any subsequent construction activities, work shall be suspended within 100 feet of the find and measures included in Cultural Resources Mitigation Measure 2, below: Unanticipated Discoveries shall be implemented. Preservation in place is the preferred alternative under CEQA and	Developer, Public Works Dept., Development Services Dept.	During construction phase

Impact	Mitigation Measure	Responsible Party	Timing
	UAIC protocols, and every effort must be made to preserve the resources in place, including through project redesign. The contractor shall implement any measures deemed by CEQA lead agency to be necessary and feasible to preserve in place, avoid, or minimize significant effects to the resources, including the use of paid Native American Monitor during ground disturbing activities. Tribal Cultural Resources Mitigation 2: Unanticipated Discoveries: If any suspected TCRs are discovered during ground disturbing construction activities, all work shall cease within 100 feet of the find, or an agreed upon distance based on the project area and nature of the find. A Tribal Representative from a California Native American Tribe that is traditionally and culturally affiliated with a geographic area shall be immediately notified and shall determine if the find is a TCR (PRC 21074). The Tribal Representative will make recommendations for further evaluation and treatment as necessary. Preservation in place is the preferred alternative under CEQA and UAIC protocols, and every effort must be made to preserve the resources in place, including through project redesign. Culturally appropriate treatment may be, but is not limited to, processing materials for reburial, minimizing handling of cultural objects, leaving objects in place within the landscape, returning objects to a location within the project area where they will not be subject to future impacts. The Tribe does not consider curation of TCR's to be appropriate or respectful and request that materials not be permanently curated, unless approved by the Tribe. The contractor shall implement any measures deemed by the CEQA lead agency to be necessary and feasible to preserve in place, avoid, or minimize impacts to the resource, including but limited to, facilitating the appropriate tribal treatment of the find, as necessary.		

Impact	Mitigation Measure	Responsible Party	Timing
	Treatment that preserves or restores the cultural character and integrity of a Tribal Cultural Resource may include Tribal monitoring, culturally appropriate recovery of cultural objects, and reburial of cultural objects or cultural soil. Work at the discovery location cannot resume until all necessary investigation and evaluation of the discovery under the requirements of CEQA, including AB 523 has been satisfied.		

EXHIBIT B

IMPACT FEES AND OTHER FEES PAYABLE BY SUBDIVIDER

In accordance with this Agreement, and also in accordance with applicable provisions of the Yuba City Municipal Code, it has been determined that Subdivider shall pay the following fees a minimum of ten (10) calendar days prior to the date of Council action on the Agreement, and prior to issuance of any building permits for the subject development.

(1) Public Improvement Plan Check and Inspection Fee:

3% of the estimated total construction cost

\$3,690,599.00 x .03 = \$110,717.97

Less fees paid on Building Permit BLD21-02313 -\$35,465.49
(3 – 8” hot tap; offsite civil plan check and inspection)

SUBTOTAL (1) \$75,252.48

(2) Sewer Extension Fees

Developer constructing onsite sewer main. \$0.00

(3) Sewer Connection Fees (per Section 6-5.504 Municipal Code)

Deferred until application for building permits are filed. \$0.00

(4) Water Extension Fees

Developer constructing onsite water main. \$0.00

(5) Water Connection Fees (per Section 6-6.05 Municipal Code)

Deferred until application for building permits are filed. \$0.00

SUBTOTAL (2) \$0.00

(6) Drainage Fees (per Sutter County Zones of Benefit No. 4 and No. 6)

Deferred until application for building permits are filed. \$0.00

SUBTOTAL (3) \$0.00

(7) Reimbursement Agreement [Resolution No. 09-026 (Siena Estates)]

covering offsite storm drain main extension:

- a) 42", 36", and 24" storm drain
17.98 acres x \$2,124.52 per acre \$38,198.87
- b) 48" storm drain
17.98 acres x \$2,446.18 per acre \$43,982.32

(8) Reimbursement Agreement [Resolution No. 09-061 (1283 Hooper Road)]

covering offsite sewer main extension:

- a) on Hooper Road (APN 62-082-011) \$6,915.60

SUBTOTAL (4) \$89,096.79

TOTAL FEES PAYABLE BY SUBDIVIDER

SUBTOTAL (1) + SUBTOTAL (2) + SUBTOTAL (3) + SUBTOTAL (4) \$164,349.27

Notes:

1. The Siena Estates Reimbursement Agreement (Resolution 05-102) for sewer and water expired in 2020. Therefore the parcels, in this development, fronting Hooper Road, are not subject to sewer and water extension fees.
2. In the Siena Estates Reimbursement Agreement (Resolution No. 09-026) for storm, all of assessor's parcel 62-082-011 and a portion of parcels 62-082-009, 62-082-014, and 62-082-015 are being developed at this time; hence the per acre rates of reimbursement are applied to the 17.98 acres being developed at this time.

EXHIBIT C

FEE CREDITS AND REIMBURSEMENTS PAYABLE BY CITY

Road work adjacent to assessor parcel number 62-082-010 (between lots 31 and 32 of phase 1) is to be constructed. Work is to include a widened bike lane, curb, gutter, and sidewalk within the existing right of way, with a modified road section as approved by the public works director to facilitate construction. Road Impact Fee credits for qualifying work are shown on the attached Engineer's Estimate in the amount not to exceed \$27,762.90 and shall be used on applicable fee types.

Project	CO.	RCVD. BY	DATE
Henson Ranch Phase 1 Offsite Improvements - APN 62-082-010 Frontage	Sutter	S.M. Minard	29-Aug-22
MHM PROJECT NO.	QTY. BY	IN	CONST. INDEX
21-154	S. Mallen	25-Aug-22	
96 Lots	QTY. CHK.	OUT	BLDG. INDEX
	J. Mallen	29-Aug-22	

Item No.	Item Description	Estimated Quantity	Unit	Unit Price (\$/Unit)	Amount (\$)
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Bid Schedule A - Henson Ranch Phase 1 Offsite Improvements - APN 62-082-010 Frontage

1	Mobilization/Demobilization	1	LS	\$ 600.00	\$ 600.00	Road	
2	Class 2 Aggregate Base (14-Inch- Road Section)	170	TON	\$ 30.00	\$ 5,100.00	Road	
3	Asphalt Concrete (Type A) (4-Inch - Road Section)	40	TON	\$ 123.25	\$ 4,930.00	Road	
4	Minor Concrete (Sidewalks YC ST8 /ST9) (4-Inch)	840	SF	\$ 6.10	\$ 5,124.00	Road	
5	Class 2 Aggregate Base (4 Inch under sidewalk)	20	TON	\$ 40.00	\$ 800.00	Road	
6	Minor Concrete (YC ST4 Barrier Curb)	170	LF	\$ 26.50	\$ 4,505.00	Road	
7	Standard Driveway (Extra Forming Cost)	2	EA	\$ 1,500.00	\$ 3,000.00	Road	
8	Pavement Delineation (Restriping)	170	LF	\$ 4.00	\$ 680.00	Road	\$ 24,739.00
9	Project SWPPP & Erosion Control (Street Sweeping)	1	LS	\$ 500.00	\$ 500.00	SWPPP	\$ 500.00

Subtotal Contract Items A = \$ 25,239.00

Subtotal Contract Item A =	\$ 25,239.00
Project Manager @ 0.5% =	126.20
City Plan Check @ 1.5% =	378.59
City Inspection @ 2.0% =	504.78
Preliminary Engineering @ 0.5% =	126.20
Design Engineering and Surveying @ 3.0% =	757.17
Construction Surveying @ 2.5% =	630.98
Grand Total =	\$27,762.90
*** For Budget Purposes =	\$27,800.00

EXHIBIT “B”

CERTIFICATE FOR FEE DEDICATION

- A.) OWNER'S NAME AND ADDRESS:
YC HOOPER VENTURES, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY
4170 DOUGLAS BLVD, SUITE 150
GRANITE BAY, CA 95746
- B.) PROPERTY BEING DEDICATED:
1. BEING ALL THAT REAL PROPERTY AS SHOWN AS ITEM 1 IN OWNER'S OFFER OF DEDICATION.
- C.) THE CITY OF YUBA CITY SHALL RECONVEY THE ABOVE-DESCRIBED PROPERTY TO THE ABOVE-NAMED OWNER, OR SUCCESSOR IN INTEREST, IF THE CITY DETERMINES PURSUANT TO GOVERNMENT CODE SECTION 66477.5 THAT THE SAME PUBLIC PURPOSE FOR WHICH THE PROPERTY WAS DEDICATED DOES NOT EXIST, OR THE PROPERTY OR ANY PORTION THEREOF IS NOT NEEDED FOR PUBLIC UTILITIES.

NOTE: THE LOTS ON THIS MAP ARE SUBJECT TO:

- ASSESSMENT FROM COMMUNITY FACILITIES DISTRICT (CFD) 2021-1, RESOLUTION NUMBER _____, RECORDED AS DOCUMENT NO. _____ ON _____
- ASSESSMENT FROM YUBA CITY LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT _____, RESOLUTION NUMBER _____, RECORDED AS DOCUMENT NO. _____ ON _____
- ANY STREET, DRAINAGE, PUBLIC UTILITY, OR OTHER EASEMENTS AFFECTING THE PROPERTY.
- THE CITY OF YUBA CITY CONDITIONS OF APPROVAL FOR TENTATIVE SUBDIVISION MAP 21-01 APPROVED ON AUGUST 26, 2020.

OWNER'S STATEMENT

WE, THE UNDERSIGNED, YC HOOPER VENTURES, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, AS HOLDER OF RECORD TITLE INTERESTS, OF THE HEREIN SUBDIVIDED LANDS, HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS PLAT OF "HENSON RANCH ESTATES -PHASE 1" AND OFFER FOR DEDICATION AND DO PARTICIPATE IN SAID OFFER OF DEDICATION AND DO HEREBY DEDICATE THE FOLLOWING:

- 25' AND 46' STRIPS OF LAND IN FEE TITLE INDICATED ON SAID PLAT AND DESIGNATED AS HOOPER ROAD, EL MARGARITA ROAD, BILLIE KEITH WAY, MILLIE DRIVE, WAYNE WAY, AND ETHEL DRIVE.
- EASEMENTS INDICATED AS 12.0' AND 20.5' PUE (PUBLIC UTILITY EASEMENT) FOR, BUT NOT LIMITED TO ELECTRICAL, WATER, SEWER, GAS, STORM DRAINAGE, COMMUNICATIONS SERVICES, AND ALL APPURTENANCES THERETO. OWNER EXPRESSLY COVENANTS NOT TO UNREASONABLY RESTRICT, OBSTRUCT OR INTERFERE WITH SAID PUBLIC UTILITY EASEMENT OR THE USE THEREOF BY THE CITY, ITS AGENTS OR ANY FRANCHISEE

YC HOOPER VENTURES, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY: Manjit Mike Singh TITLE: MANAGER
ALSO KNOWN AS: MANJIT SINGH PABLA,
MANJIT SINGH, AND MIKE SINGH

ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF California }
COUNTY OF Yuba } ss

ON August 31, 2022 BEFORE ME Roger Keith Hanlin
_____, NOTARY PUBLIC, PERSONALLY APPEARED

Manjit Mike Singh
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.
Roger K. Hanlin
SIGNATURE OF NOTARY

Roger K. Hanlin
NOTARY'S NAME

MY COMMISSION NUMBER 2405949

MY COMMISSION EXPIRES June 20, 2026

PRINCIPAL PLACE OF BUSINESS Yuba County (County)

PLANNER'S STATEMENT

THIS MAP HAS BEEN EXAMINED THIS _____ DAY OF _____, 2022,
FOR CONFORMANCE WITH THE APPROVED TENTATIVE MAP AND THE
CONDITIONS OF APPROVAL THEREOF AS APPROVED BY THE YUBA CITY
PLANNING COMMISSION ON AUGUST 26, 2020.

PLANNING DIVISION
CITY OF YUBA CITY
STATE OF CALIFORNIA

CITY CLERK CERTIFICATE

STATE OF CALIFORNIA }
COUNTY OF SUTTER } ss
CITY OF YUBA CITY

I, JACKIE SILLMAN, CLERK OF THE CITY OF YUBA CITY, STATE OF CALIFORNIA, HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF YUBA CITY HAS, BY RESOLUTION NO. _____ DULY AND REGULARLY PASSED BY SAID COUNCIL ON THE _____ DAY OF _____, 20_____, APPROVED THE WITHIN MAP OF "HENSON RANCH ESTATES - PHASE 1" IN ACCORDANCE WITH THE CONDITIONAL APPROVAL OF THE TENTATIVE MAP, HERETOFORE FILED AS APPROVED, AND BY SAID RESOLUTION HAS ACCEPTED ON BEHALF OF THE PUBLIC ITEM(S) 1 AND 2 SHOWN IN THE OWNER'S OFFER OF DEDICATION.

JACKIE SILLMAN
CITY CLERK, CITY OF YUBA CITY

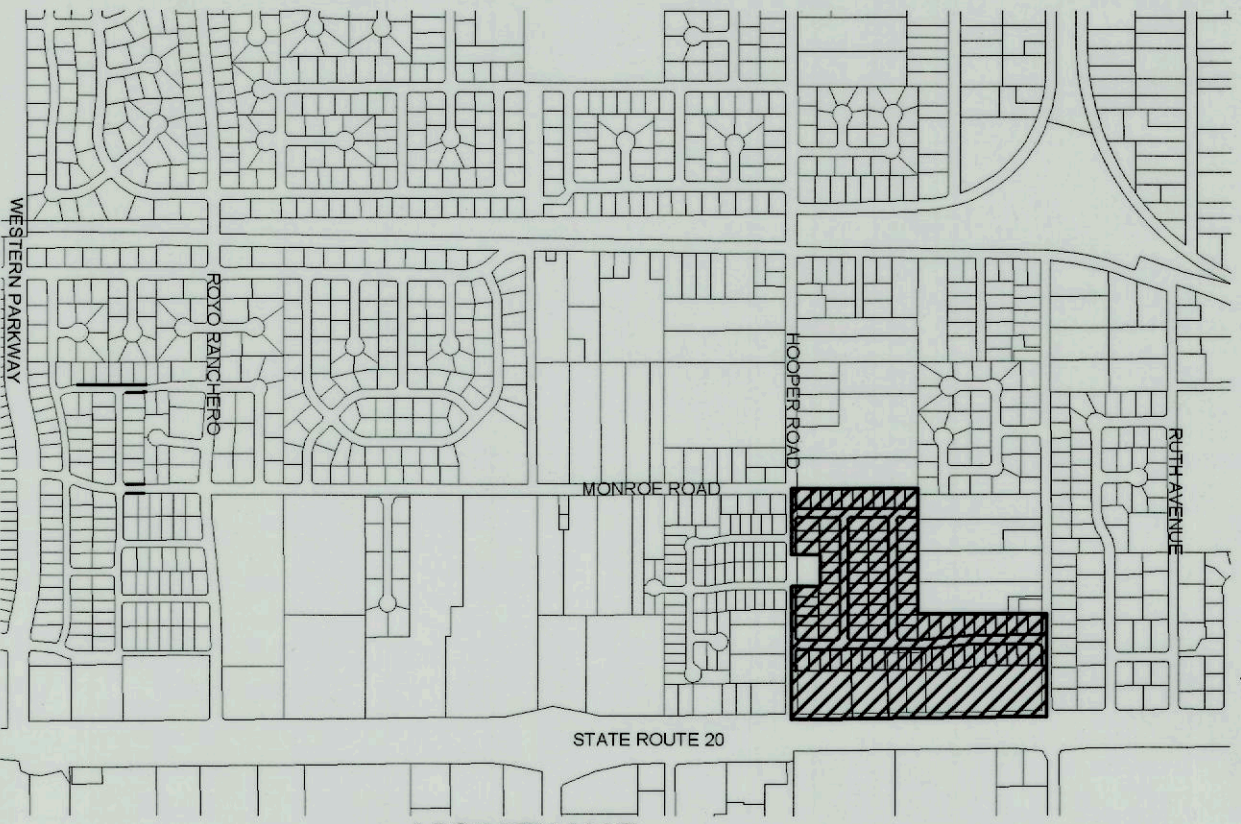
COUNTY TAX COLLECTOR'S STATEMENT

I, NICHOLAS F. VALENCIA, TAX COLLECTOR FOR THE COUNTY OF SUTTER, STATE OF CALIFORNIA, DO HEREBY CERTIFY PURSUANT TO GOVERNMENT CODE SEC. 66492 THAT THE RECORDS OF MY OFFICE SHOW THAT THERE ARE NO LIENS AGAINST THE LANDS SHOWN HEREON OR ANY PART THEREOF FOR UNPAID TAXES OR SPECIAL ASSESSMENTS. AS TO LIENS FOR TAXES NOT YET PAYABLE, I ESTIMATE THAT THERE ARE TAXES IN THE AMOUNT OF \$ 14,951.38 FOR 2022-2023, WHICH ARE A LIEN BUT NOT YET PAYABLE. I CERTIFY PURSUANT TO GOVERNMENT CODE SEC. 66493 THAT SECURITY HAS BEEN DEPOSITED WITH THE COUNTY CONDITIONED UPON THE PAYMENT OF SAID TAXES NOT YET PAYABLE.

ASSESSOR'S PARCEL NOS. 062-082-011-000 & 062-082-018-000

DATE: October 11, 2022

NICHOLAS F. VALENCIA, TREASURER AND TAX COLLECTOR
COUNTY OF SUTTER, STATE OF CALIFORNIA



VICINITY MAP
NOT TO SCALE

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FILED SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF YC HOOPER VENTURES, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, ON JANUARY 1, 2022. I HEREBY STATE THAT THIS MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP; THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

John S. Mallen
JOHN S. MALLEN
P.L.S. 8457
EXPIRES: 12-31-2022



CITY ENGINEER'S STATEMENT

I DO HEREBY CERTIFY THAT THIS MAP HAS BEEN EXAMINED BY ME AND THAT THE SUBDIVISION, AS SHOWN UPON SAID MAP IS SUBSTANTIALLY THE SAME AS SAID SUBDIVISION APPEARED ON THE APPROVED TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF, AND THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA AND ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

DATED: _____

BENJAMIN K. MOODY
BENJAMIN K. MOODY
CITY ENGINEER, R.C.E. 72383
EXPIRES: 06-30-24



CITY SURVEYOR'S STATEMENT

I, BENJAMIN K. MOODY, CITY SURVEYOR OF THE CITY OF YUBA CITY, DO HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

DATED: _____

BENJAMIN K. MOODY
BENJAMIN K. MOODY
CITY SURVEYOR P.L.S. 9018
EXPIRES: 9-30-2021



RECORDER'S CERTIFICATE

FILED THIS _____ DAY OF _____, 2022, AT _____ M. IN
BOOK _____ OF SURVEYS, AT PAGE _____ AT THE REQUEST OF MHM INC.

DONNA M. JOHNSTON BY: _____
SUTTER COUNTY RECORDER DEPUTY

FILE NO. _____ FEE PD. _____

HENSON RANCH ESTATES - PHASE 1
CITY OF YUBA CITY

BEING PORTION OF LOTS 22, 23, AND 24 AS SHOWN ON THAT CERTAIN MAP ENTITLED " MAP OF SUBDIVISION NO. 2 OF THE ELMER TRACT", BOOK 1 OF SURVEYS, PAGE 61, SUTTER COUNTY RECORDS, AND A PORTION OF SOUTHWEST ONE-QUARTER OF SECTION 17, TOWNSHIP 15 NORTH, RANGE 3 EAST, M.D.M

COUNTY OF SUTTER AUGUST 2022
CALIFORNIA
PREPARED BY: MHM INC. 1204 "E" STREET, MARYSVILLE, CA 95901
21154 SHEET 1 OF 5

RECORDED
INSTRUMENT
ACTED EXECUTED
STATE OF CALIFORNIA

BENEFICIARY'S STATEMENT

RIVER VALLEY COMMUNITY BANK, BENEFICIARY UNDER THE MODIFIED DEED OF TRUST TO YC HOOPER VENTURES, LLC, DATED APRIL 22, 2022 AND RECORDED APRIL 27, 2022 AS INSTRUMENT NUMBER 2022-0006182 IN THE OFFICIAL RECORDS OF SUTTER COUNTY, CALIFORNIA, HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS MAP.

RIVER VALLEY COMMUNITY BANK

BY: [Signature]
PRINT NAME: John M. Jelavich TITLE: President & CEO

ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF California }
COUNTY OF Sutter } ss

ON August 26, 2022 BEFORE ME Barbara A. McConnell
NOTARY PUBLIC, PERSONALLY APPEARED

John M. Jelavich
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.
Barbara A. McConnell
SIGNATURE OF NOTARY
Barbara A. McConnell
NOTARY'S NAME

MY COMMISSION NUMBER 2274578

MY COMMISSION EXPIRES Feb 3, 2023

PRINCIPAL PLACE OF BUSINESS Sutter
(County)

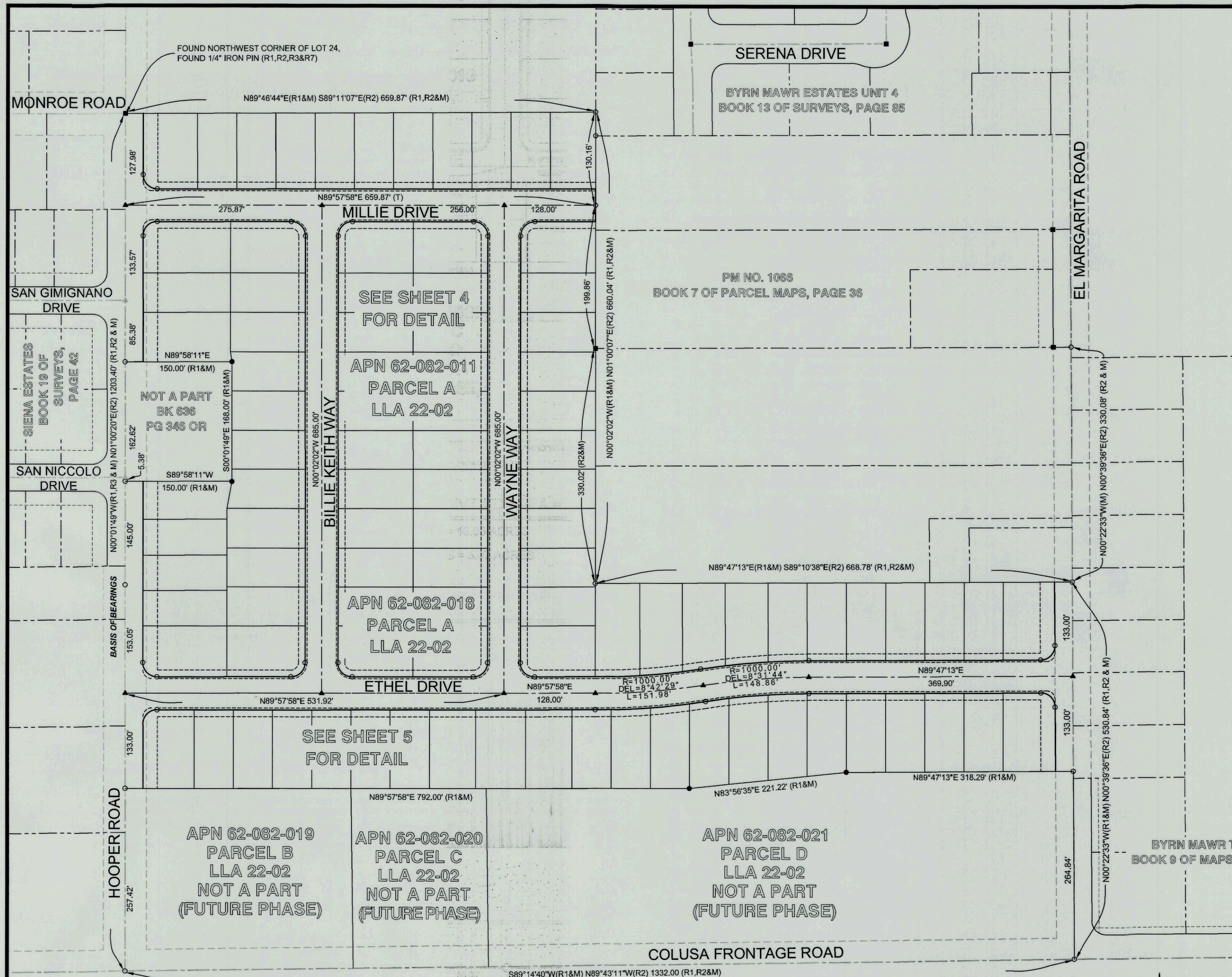
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HENSON RANCH ESTATES - PHASE 1
CITY OF YUBA CITY

BEING PORTION OF LOTS 22, 23, AND 24 AS SHOWN ON THAT CERTAIN MAP ENTITLED " MAP OF SUBDIVISION NO. 2 OF THE ELMER TRACT", BOOK 1 OF SURVEYS, PAGE 61 , SUTTER COUNTY RECORDS, AND A PORTION OF SOUTHWEST ONE-QUARTER OF SECTION 17, TOWNSHIP 15 NORTH, RANGE 3 EAST, M.D.M

COUNTY OF SUTTER AUGUST 2022
CALIFORNIA

PREPARED BY: MHM INC. 1204 "E" STREET, MARYSVILLE, CA 95901
21154 SHEET 2 OF 5



Curve Table			
Curve #	Radius	Length	Delta
C1	20.00	31.42	90°00'13"
C2	20.00	31.41	89°59'47"
C3	20.00	31.42	90°00'00"
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LEGEND

- 0 EMBRACES RECORD DATA
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- S.F. SQUARE FEET
- (B.O.B.) BASIS OF BEARINGS
- FOUND MONUMENT AS SHOWN
- SET 5/8" REBAR W / CAP LS 8457
- CALCULATED POINT - NOTHING FOUND OR SET

RECORD REFERENCES

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HENSON RANCH ESTATES - PHASE 1 CITY OF YUBA CITY

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COUNTY OF SUTTER
CALIFORNIA
AUGUST 2022
SCALE: 1"=100'
PREPARED BY: MHM INC. 1204 "E" STREET, MARYSVILLE, CA 95901
21154
SHEET 3 OF 5

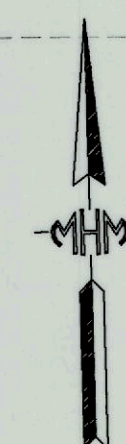
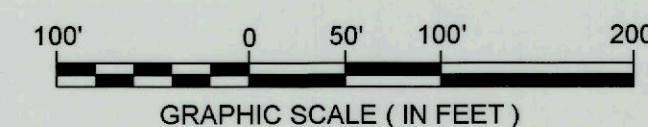
BASIS OF BEARINGS

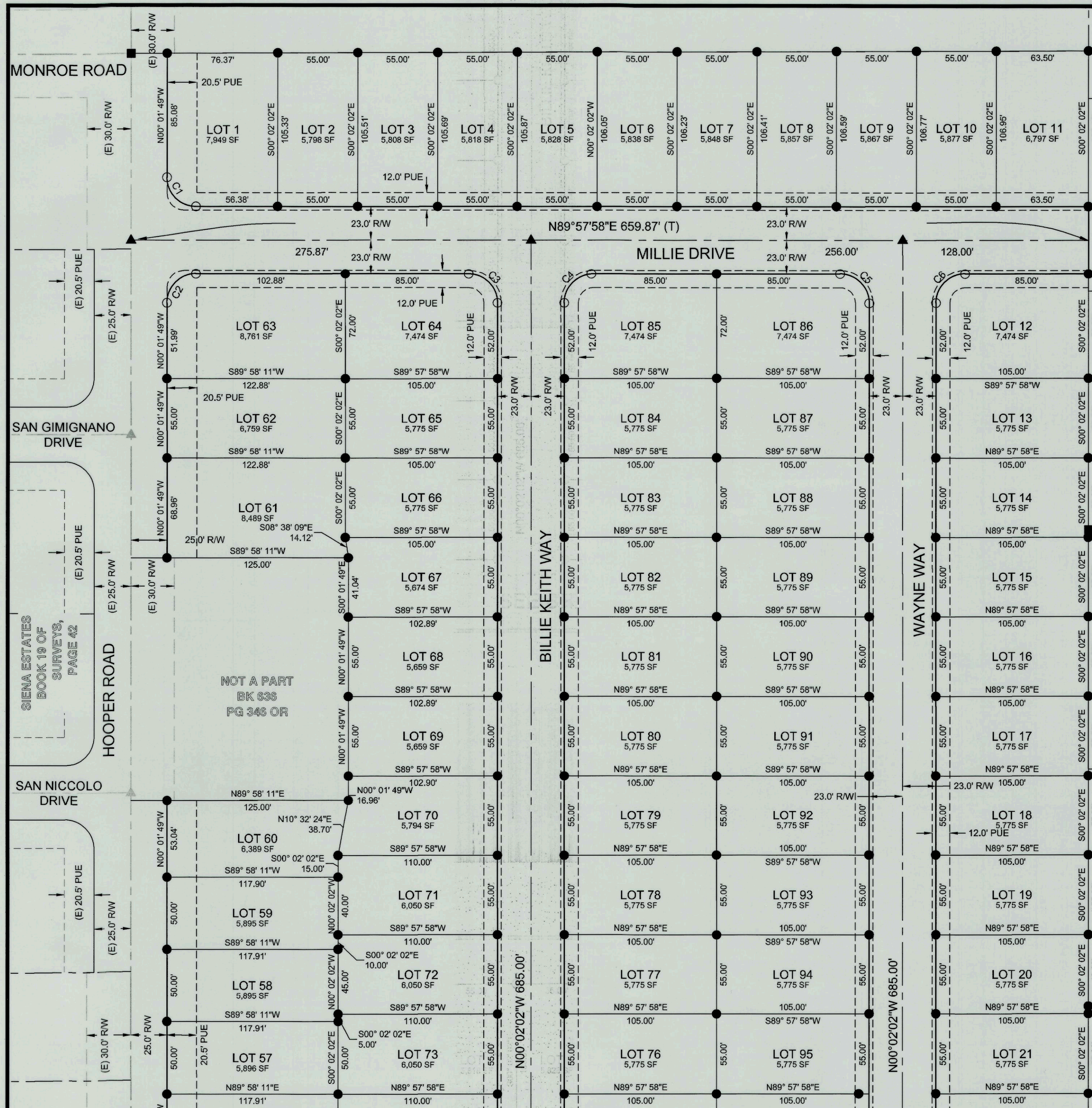
THE BEARING N 00°01'49" W WAS ASSIGNED TO THE LINE BETWEEN THE FOUND MONUMENTS ON HOOPER ROAD. THE BEARING FOR THIS LINE IS THE SAME AS SHOWN ON "SIENA ESTATES" FILED IN BOOK 19 OF SURVEYS AT PAGE 42 SUTTER COUNTY RECORDS. THE DISTANCES SHOWN ARE GROUND, MULTIPLY BY 0.999915 TO OBTAIN GRID DISTANCES.

SUBDIVIDED AREA = 19.02 ACRES

LOTS = 13.95 ACRES

ROADS = 5.07 ACRES



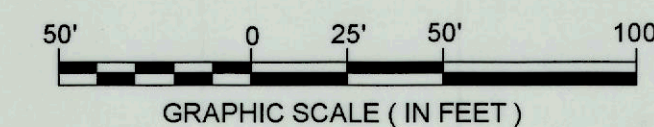


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RECORD REFERENCES

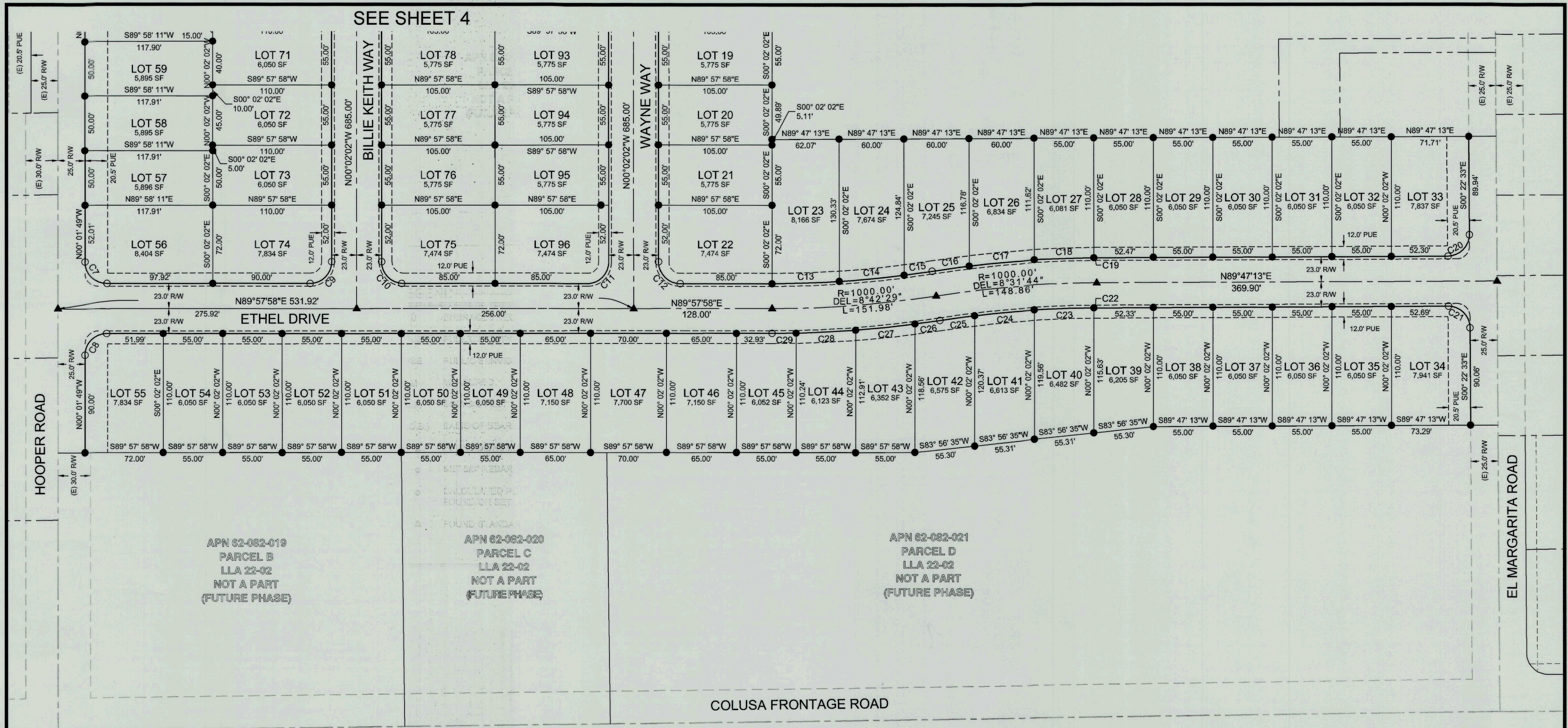
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CITY OF YUBA CITY

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COUNTY OF SUTTER
CALIFORNIA
AUGUST 2022
SCALE: 1"=50'
PREPARED BY: MHM INC. 1204 "E" STREET, MARYSVILLE, CA 95901
21154
SHEET 4 OF 5

SEE SHEET 4



APN 62-082-019
PARCEL B
LLA 22-02
NOT A PART
(FUTURE PHASE)

APN 62-082-020
PARCEL C
LLA 22-02
NOT A PART
(FUTURE PHASE)

APN 62-082-021
PARCEL D
LLA 22-02
NOT A PART
(FUTURE PHASE)

COLUSA FRONTAGE ROAD

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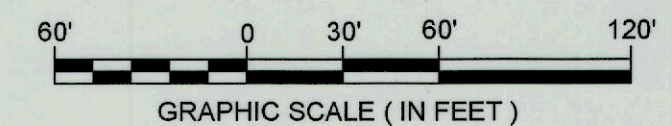
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COUNTY OF SUTTER
CALIFORNIA

PREPARED BY: MHM INC. 1204 "E" STREET, MARYSVILLE, CA 95901
21154

AUGUST 2022
SCALE: 1"=60'
SHEET 5 OF 5

ATTACHMENT 2

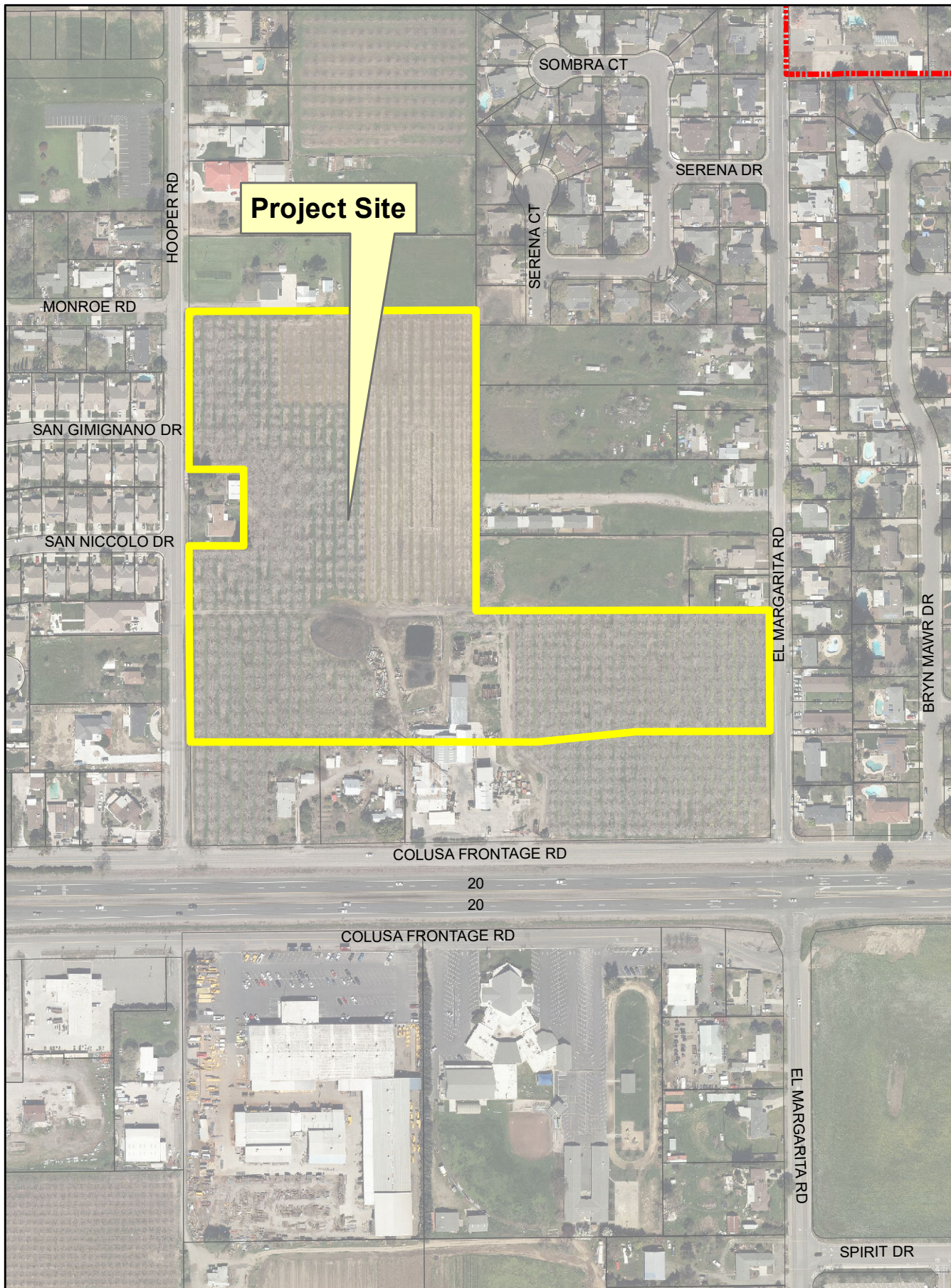


Figure 1: Location Map: Henson Ranch
Tentative Subdivision Map 21-01

CITY OF YUBA CITY
STAFF REPORT

Date: April 18, 2023
To: Honorable Mayor & Members of the City Council;
From: Public Works Department
Presentation By: Ben Moody, Public Works & Development Services Director

Summary

Subject: Wastewater Treatment Facility Peterbilt Crane Truck Award
Recommendation: Adopt a Resolution authorizing the purchase of one (1) Peterbilt Model 537 Crane Truck to Dobbs Heavy Duty Holdings, LLC DBA Dobbs Peterbilt of Federal Way, WA in the amount of \$300,000, including tax and a 10% contingency, by piggybacking on Sourcewell Contract No. 060920-PMC, with the finding that it is in the best interest of the City
Fiscal Impact: \$300,000 – Account No. 6610-69415 (Vehicle Replacement Fund)

Purpose:

To purchase one (1) crane truck for the Wastewater Treatment Facility (WWTF), as approved in the Fiscal Year 22/23 budget.

Council's Strategic Goal:

This item supports Council's Strategic Goals of *Infrastructure* and *Public Safety* by providing for the safe and responsible operation and maintenance of the WWTF.

Background:

The WWTF maintenance team operates one of two crane trucks within the City's fleet, Equipment No. 01-11, which was purchased in 2000 and is operated about two-to-four hours each day. Equipment No. 01-11 has developed many issues due to its age and high use, and the WWTF is unable to utilize the second crane truck, located at the Water Treatment Plant, due to cross-contamination protocols.

Additionally, the City received notice from the Feather River Air Quality Management District that 01-11 will be inoperable due to air-quality violation in 2023 or 2024. In response to the impending regulatory deadline and operational issues, City Council approved the purchase of a replacement crane truck in the Fiscal Year 22/23 budget.

Analysis:

Staff located a crane truck chassis meeting the WWTF's specifications at regional authorized Peterbilt dealer Dobbs Heavy Duty Holdings, LLC DBA Dobbs Peterbilt of Federal Way, WA, a Peterbilt Model 537 Crane Truck. Dobbs Peterbilt utilizes Lodi Truck and Equipment of West Sacramento, CA to

provide the body and assembly to place Model 537 trucks into service.

Sourcewell Cooperative Program, which negotiates cooperative purchasing for local governments nationwide, conducted a formal bid for crane truck models of this type that was awarded to Peterbilt via Contract No. 060920-PMC, to be fulfilled by its regional dealers. Staff's recommendation is to "piggyback" on Sourcewell's formal bid, as is allowed under the City's Purchasing Policies and Procedures Section 9-8, to capitalize on the cost savings of the nationwide contract and the current availability of a suitable vehicle replacement.

Fiscal Impact:

The total cost of the Peterbilt Model 537 Crane Truck chassis and body meeting the City's specifications, including assembly, sales tax, and a 10% contingency, is \$300,000. The Fiscal Year 22/23 budget included \$250,000 for this purchase in Account No. 6610-69415 (Vehicle Replacement Fund). There are sufficient wastewater savings in the Vehicle Replacement Fund to fund the additional cost.

Alternatives:

Direct staff to conduct a formal bid process, which will significantly delay the acquisition of the crane truck.

Recommendation:

Adopt a Resolution authorizing the purchase of one (1) Peterbilt Model 537 Crane Truck to Dobbs Heavy Duty Holdings, LLC DBA Dobbs Peterbilt of Federal Way, WA in the amount of \$300,000, including tax and a 10% contingency, by piggybacking on Sourcewell Contract No. 060920-PMC, with the finding that it is in the best interest of the City.

Attachments:

1. Resolution - WWTF Peterbilt Crane Truck Award Attachment 1
2. Exhibit 1A - Sourcewell Peterbilt Contract Worksheet
3. Exhibit 1B - Lodi Truck and Equipment Quotation

Prepared By:
Scarlett O. Harris
Administrative Analyst II

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY AWARDING
THE PURCHASE OF ONE (1) PETERBILT MODEL 537 CRANE TRUCK TO DOBBS
HEAVY DUTY HOLDINGS, LLC DBA DOBBS PETERBILT OF FEDERAL WAY, WA
IN THE AMOUNT OF \$300,000**

WHEREAS, the City of Yuba City desires to piggyback on Sourcewell Cooperative Contract No. 060920-PMC to purchase one (1) Peterbilt Model 537 Crane Truck for the Wastewater Treatment Facility (WWTF) at a competitively bid price, as authorized in the City's Purchasing Policies and Procedures Section 9-8; and

WHEREAS, Sourcewell Cooperative awarded Contract No. 060920-PMC to Peterbilt regional dealers for Class 5-8 Chassis with Related Equipment following a nationwide competitive Request for Quotation process; and

WHEREAS, City Public Works Department staff has reviewed the Peterbilt Model 537 Crane Truck and Sourcewell Cooperative pricing and determined them to be fair, reasonable, and appropriate for WWTF maintenance operations; and

WHEREAS, the regional Peterbilt dealer to fulfill Sourcewell Cooperative Contract No. 060920-PMC for the City is Dobbs Heavy Duty Holdings, LLC DBA Dobbs Peterbilt of Federal Way, WA, with the body and assembly provided by Lodi Truck and Equipment of West Sacramento, CA; and

WHEREAS, the City desires to award the purchase of one (1) Peterbilt Model 537 Crane Truck to Dobbs Heavy Duty Holdings, LLC DBA Dobbs Peterbilt of Federal Way, WA in the amount of \$300,000, including tax and a 10% contingency, by piggybacking on the Sourcewell Cooperative Contract No. 060920-PMC.

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

1. The Recitals are incorporated herein as if set forth in full.
2. The City Council finds that the Peterbilt Model 537 Crane Truck and Sourcewell Cooperative pricing are fair, reasonable, and appropriate for Wastewater Treatment Facility maintenance operations.
3. The City Council awards the purchase of one (1) Peterbilt Model 537 Crane Truck to Dobbs Heavy Duty Holdings, LLC DBA Dobbs Peterbilt of Federal Way, WA in the amount of \$300,000, including tax and a 10% contingency, by piggybacking on Sourcewell Cooperative Contract No. 060920-PMC, with the finding that it is in the best interest of the City.
4. This Resolution shall take effect immediately.

The foregoing resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 18th day of April, 2023.

AYES:

NOES:

ABSENT:

Wade Kirchner, Mayor

ATTEST:

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY:

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

Exhibit(s):

- A. Sourcewell Peterbilt Contract Worksheet
- B. Lodi Truck and Equipment Quotation

EXHIBIT 1A



Peterbilt Motors Company

SOURCEWELL CONTRACT #060920-PMC - CY2021-2024

FILL IN ALL BLUE CELLS

Dobbs Peterbilt		Yuba City
Yuba City CA	INSERT CUSTOMER SOURCEWELL NUMBER BELOW - LOOK UP AT: (https://www.sourcewell-mn.gov/member-lookup)	
	84769	

PETERBILT MODEL	537
-----------------	-----

CHASSIS #	TBA
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CAB & CHASSIS LIST PRICE (do not factor in list discounts)	\$151,456
SOURCEWELL DISCOUNT %	17.00%
SOURCEWELL DISCOUNT \$	\$25,748
CAB & CHASSIS PRICE	\$125,708

BODY SUPPLIER (if applicable) name only (not distributor/dealer)	OEM- Lodi Truck & Eq
BODY SUPPLIER SOURCEWELL CONTRACT NUMBER (if applicable)	

BODY PRICE (if applicable)	146722
----------------------------	--------

TOTAL PRICE FOR ALL SOURCED GOODS/SERVICES (other than body)	\$0
---	-----

TOTAL PRICE FOR CAB & CHASSIS, BODY, AND ALL SOURCED GOODS/SERVICES (automatically calculated)	\$272,430
--	-----------

PETERBILT MODEL	SOURCEWELL DISCOUNT
MEDIUM DUTY	
220	10.00%
220EV	14.00%
325	17.00%
330	18.00%
337	19.00%
348	26.00%
535	15.00%
536	16.00%
537	17.00%
548	20.00%
CLASS 8	
365	31.00%
367	34.00%
567	34.00%
579	35.00%
579EV	37.00%
389	35.00%
520	35.00%
520EV	37.00%

Notes:

EXHIBIT 1B

CITY YUBA CITYIMT Dominator III Series III Body Features – 14FT Crane Body-

- 81,000 ft-lb crane body rating
- 167" long x 96" wide x 60" raised right two front – Left front raised – 52" rear and crane compartment
- 50" wide cargo floor
- 22" deep compartments
- 210.7 cubic feet total compartment capacity
- Over size 30" workbench / step bumper including through compartment
- 10-gauge galvaneal body structure - 1/8" deckplate steel
- 14-gauge door construction with 3-point rotary T-handle latches / stainless steel hinges
- Inverted A-Frame understructure with integral crane box receptacles and rear outrigger housings
- Recess for pintle hitch – 30,000lb max trailer capacity including 2" receiver
- Fully integrated and sealed electrical system incorporating an automotive style harness system
- Power and function distribution box, multiplex wiring with programmable logic
- Wiring harness is protected by an overbraid that is heat and cut resistant
- Interior compartments Zolatone coated
- (6) recessed cargo tie-downs
- Gas shock door retainers
- Single 3 point access grab handle street side – Slide out entry step below
- 10" fold down tailgate with single hand latch
- Back-up alarm
- Fully undercoated
- Lights, LED stop/ turn/ tail lights and incandescent backup lights
- 12v master power switch mounted on dash
- Master lock single point lock each side
- Stabilizers - Hydraulic power out – power up / down

Compartment Content and Details

- Left vertical 1st compartment: HD mechanic drawer unit (1) 7" (2) 5" (5) 3" – 300lb slides – lift out design – white - shelf
- Left vertical 2nd compartment: (3) adjustable / removable shelves
- Left vertical 3rd compartment: HD bolt bin (18) drawer side by side bins (3) dividers per drawer – powder coated white - shelf
- Left horizontal compartment: (2) adjustable / removable shelves
- Left rear vertical compartment: (3) adjustable / removable shelves
- Right vertical 1st compartment: (2) oxy/act rack (1) hook (1) Divider with (3) adjustable / removable shelves
- Right vertical 2nd compartment: (3) adjustable / removable shelves
- Right vertical 3rd compartment: (3) adjustable / removable shelves
- Right horizontal compartment: (1) adjustable / removable shelf
- Right rear vertical compartment: crane controls / outrigger controls

IMT 12000 hydraulic crane

- 81,000 ft-lb capacity
- 12,000 lb max. capacity
- 12000lb @ 6' 6,380lb @ 15' 3,400lb @ 20' 2400lb @30'1"
- (2) hydraulic extensions to 30FT
- 400 degree power rotation – speed rotation is 30 seconds
- Single proportional radio remote control pendent with engine start/stop including radio elimination cable
- Flip sheave boom tip
- Air shift direct mount PTO
- Direct mount hydraulic pump
- 35 gallon bulkhead hydraulic reservoir
- Return line filter
- Hydraulic overload shut down system
- Anti-two-block device - Snatch block with hook
- HD Custom Cradle Style Boom support
- (2) 50W LED boom tip lights

Invertor:

- 600 watt invertor pure sine wave output - temperature controlled cooling fan
- Electrical power strip with (6) 110v outlets installed next to invertor

Wilton Vise:

- Wilton 1780 tradesman vise – 8 " jaw – 3 1/2" throat – 3 1/2" max pipe jaws - 360 degree rotation
- Installed CBSD outer edge of workbench

Lodi safety light package:

- Custom Alum Headache rack with alum mesh center
- Ecco 5585 LED low profile beacon w/ clear cover
- Wired to up fitter in-cab switch



www.lodiequipment.com

Quotation:

IMT 14FT FRONT RAISED - 40CFM HYDRAULIC COMPRESSOR

2/3/2023

40 CFM hydraulic air compressor:

- 40 CFM @ 100 psi
- 125-150 psi operating pressure
- Electronic throttle control to raise engine RPM to 1,250
- 22 gallon ASME air tanks mounted under cab (note cable air drain installed below RR compartment)
- Reelcraft 1/2" hose reel installed in curbside rear compartment with coupler above workbench
- 1/2" Filter/Regulator/Lubricator installed in curbside rear compartment

Electric reel:

- Reelcraft 120V electric reel L4545
- 35FT electric spring rewind reel installed LR at the top with fairlane above workbench

Oxygen / Acetylene reel:

- Reelcraft TW745OLP
- 1/4" x 50FT Oxy/Act spring rewind reel

3/8" Reelcraft air reel:

- Reelcraft TW765OLP
 - 3/8" x 50FT Oxy/Act spring rewind reel

Line X cargo protector:

- Line x installed
- Cargo floor/walls – inside block storage – inside of tailgate
- Work bench

Lighting and Safety Features:

- Control panel
 - Main control panel installed in curbside rear compartment with an additional control box in street side 1st compartment
- Work Light Package
 - (4) 50W LED flood lights mounted on each corner of body package
- Compartment Light Package
 - (10) Compartment lights all vertical compartments
- Fire Extinguisher
 - ABC dry type fire extinguisher installed in cab
- DOT Safety Kit
 - Triangle reflector kit and first aid kit installed in cab
- Back Up Alarm
 - Electric alarm 94 db at 10'
- Supply Crane Certificate & Stability Test Prior To Delivery

Miller Trailblazer 325 Excell – gasoline fired welder installed (907798004)

- Output range 30-325A
- Output range AC//DC Stick Tig 40-325A – FCAW/Mig 17-28V
- 12V / 24V jump start – charger
- 25' Miller jump start cables – 460lbs
-

IMT BODY PACKAGE INSTALLED PRICE.....\$146,722.00

Terms and Conditions:

- Tax and License not included unless shown
- FOB West Sacramento

CUSTOMER ACCEPTANCE _____

916-742-3979

BYER MATHIAS
byer.mathias@loditruck.com

714-586-6831

CITY OF YUBA CITY
STAFF REPORT

Date: April 18, 2023
To: Honorable Mayor & Members of the City Council;
From: Police Department
Presentation By: Stephan Thornton, Police Lieutenant

Summary

Subject: Officer Wellness and Mental Health Grant Program

Recommendation:

- A. Adopt a Resolution authorizing the Chief of Police to accept the Officer Wellness and Mental Health Grant and approve expenditure recommendations
- B. Authorize the Chief Financial Officer to make budget adjustments as necessary

Fiscal Impact: \$41,422.88 - Officer Wellness and Mental Health Grant. There is no matching funds requirement.

Purpose:

To utilize funding in developing and expanding existing elements of the Police Department's Wellness Program.

Council's Strategic Goal:

This item supports the City Council's Strategic Goal of Public Safety.

Background:

In 2022, the Governor of California, through the Board of State and Community Corrections, awarded law enforcement agencies a one-time grant to start and/or expand existing wellness programs within law enforcement agencies. The Yuba City Police Department was awarded \$41,422.88, and the grant starts in fiscal year 2023/2024 and ends December 2025. The grant limits expenditures to a wellness program within the Police Department itself and covers the areas of physical, mental and financial wellness of department members.

Analysis:

The Police Department has started the development of a wellness program that includes the physical, mental and financial well-being of its members. To date, the department has developed a steering committee to help determine the needs of all personnel. The funding obtained in this grant will be utilized to develop programs to assist personnel in obtaining and maintaining more positive mental,

physical and financial health.

The Wellness Committee is developing exercise programs that benefit the overall health needs of department members, which include stress-related yoga and stretching programs. The committee is exploring the possibility of having a financial expert come to the police department to provide guidance and training for long-term financial stability to help reduce home stress. This funding will also help expand the current Peer Support Program and the Critical Incident Stress Debrief Team.

Fiscal Impact:

\$41,422.88 Officer Wellness and Mental Health Grant. There is no matching funds requirement.

Recommendations:

A. Adopt a Resolution authorizing the Chief of Police to accept the Officer Wellness and Mental Health Grant starting in fiscal year 2023/2024 and ending in December 2025 funding and approve expenditure recommendations.

B. Authorize the Chief Financial Officer to make budget adjustments as necessary.

Attachments:

1. Wellness Grant Resolution

Prepared By:
Stephan Thornton
Lieutenant

Submitted By:
Diana Langley
City Manager

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY AUTHORIZING
RECEIPT, ALLOCATION AND EXPENDITURE, OF THE FY 2023/2024 THROUGH
DECEMBER 2025 OFFICER WELLNESS AND MENTAL HEALTH GRANT**

WHEREAS, The Yuba City Police Department received a grant award of \$41,422.88 from the California Board of Community Corrections.

Whereas, the goal of the grant is to establish or expand officer wellness units, establish or expand peer support units, provide funding for services provided by a licensed mental health professional, counselor or other professional that works with law enforcement, expand multiagency mutual aid programs focused on officer wellness and mental health, and other programs and services that are evidence-based or have a successful track record of enhancing officer wellness.

Whereas, the grant will expand the wellness program by helping provide mental health services, by licensed professionals, training for staff in the areas of Peer Support and Critical Stress Management and other programs consistent with enhancing officer wellness.

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

1. The Chief of Police of the City of Yuba City is authorized, on its behalf, to execute the expenditures of said grant, including any extensions or amendments thereof.
2. The City agrees that any liability arising out of the performance of this contract, including civil court actions for damages, shall be the responsibility of the grant recipient and the authorizing agency.
3. Grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

I hereby certify that the foregoing is a true copy of the resolution adopted by the Yuba City Council of Yuba City in a meeting thereof held on April 18, 2023, by the following vote:

AYES:

NOES:

ABSENT:

Wade Kirchner, Mayor

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY

Shannon L. Chaffin, City Attorney

Aleshire & Wynder, LLP

CITY OF YUBA CITY
STAFF REPORT

Date: April 18, 2023
To: Honorable Mayor & Members of the City Council;
From: Administration Department
Presentation By: George Barlow, Management Analyst

Summary

Subject: Community Sponsorship Request
Recommendation: Consider the sponsorship request from Shri Guru Ravidass Temple, and if approved:
Adopt a Resolution to approve a monetary sponsorship request from the Shri Guru Ravidass Temple of \$2,500.00 to assist in funding the Cultural Community Parade
Fiscal Impact: Monetary sponsorship in the amount of \$2,500.00 - Community Contribution

Purpose:

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

Council's Strategic Goal:

The overarching strategic goal of "Quality of Life."

Background:

The Shri Guru Ravidass Temple organizes the event yearly to commemorate the birth of Shri Guru Ravidass, and the Sikh culture. And while the Shri Guru Ravidass Temple parade is only in its second year, the event is among the largest in the Pacific Northwest, attendees said last year. Sikhs from across the West Coast participate, ensuring that the annual celebration does not go unnoticed with a colorful and vibrant cultural parade.

The parade began around 12:00 pm on April 9, 2023, and follows an approximate 1-mile route from the Shri Guru Ravidass Temple on Hayne Avenue to Littlejohn Road, to Countryside Drive, to Berkshire Drive, to Countryside Drive, to Littlejohn Road and then returning to the temple on Hayne Avenue.

Analysis:

The Amended Community Sponsorship Policy states, "The budget for the Community Sponsorship Program shall be established by City Council each year during the annual budget process," and

"applications will be presented to Council Quarterly on a first-come, first-serve basis." Through the FY 22/23 Budget, Council established the following.

Account Number	Description	Funding Budgeted	Funding Available
4220-66010	Community Contributions	\$15,000	\$5,000
4220-66015	Community Events	\$10,000	\$6,500

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

- July - September 2022 Quarter
 1. Community Contribution - Alliance for Hispanic Advancement - \$3,750
 2. Community Events - Yuba Sutter Arts & Culture - \$2,500
 3. 4th of July Fireworks Event - Council Approved During Budget Approval - \$5,000

- October - December 2022 Quarter
 1. Community Event - Sutter County Memorial Museum Association Trees & Traditions Fundraiser Event - \$1,000
 2. Community Contribution - Cotton Rosser Memorial Bronze Statue - \$5,000 (Funds were designated from a different account so this contribution does not impact the amount of funds available for Community Contributions.)

- January - March 2023 Quarter
 1. Community Contribution - Yuba Sutter Chamber of Commerce (Film Yuba-Sutter Film Commission) - \$6,250

Alternatives:

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

Recommendation:

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

Attachments:

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

Prepared By:
George Barlow
Analyst

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

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

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

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

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

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

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

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

The foregoing Resolution of the City Council of the City of Yuba City is duly introduced, PASSED AND ADOPTED at a regular meeting thereof held on this 18th day of April, 2023 by the following vote:

AYES:

NOES:

ABSENT:

ATTEST:

Wade Kirchner, Mayor

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY

Shannon L. Chaffin, City Attorney

ATTACHMENT 2

APR 03 2023

RECEIVED



COMMUNITY SPONSORSHIP APPLICATION FORM

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

Type of Organization:

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

Type of Event:

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

Program or Event Name 2nd Annual Parade

Event Location 1480 Hayne Ave., Yuba City, CA 95993

Event Date/Time April 9th 2023 12:00pm - 4:00pm

Expected Number of Participants 2000

Open to the Public? ☒ Yes ☐ No

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

- Boosts the local Yuba City economy: Boosts the local by increasing tourism, putting heads in beds of local hotels and motels. And increases local restaurant foot traffic. Boosts fuel, grocery and retail sales.
- Provides an opportunity to help build community, foster a sense of pride within our community, and engage our community: We invite all to attend and enjoy this free community event in honor of the birth of Shri Gurn Ravidass, Vaisakhi and Easter.
- Contributes positively to the recognition and image of the City of Yuba City: Demonstrates the vision of inclusivity by the City of Yuba City celebrating our communities diversity.

Type of Sponsorship Requested:

☐ In-kind services – Amount requested: _____

Provide a description of the in-kind services requested: _____

☐ Facility Waiver – Amount requested: _____

☒ Monetary Funding – Amount requested: \$ 2500 -

☐ Fundraiser Gift Basket – Amount requested: _____

Other Considerations:

☐ I understand that if the City agrees to sponsor the event, I will acknowledge the sponsorship on all printed information or advertising related to the event using a message approved by the City and provide any written marketing material to the City before distribution of event materials.

☐ If the City agrees to sponsor the event, I understand that appropriate ADA accessibility and other permit requirements will be provided.

☒ I understand that sponsorship is optional, and the City can deny this sponsorship application.

Signature of Applicant ASB Date 04/03/2023

Print Name of Applicant SHINGARA RALH

CITY OF YUBA CITY
STAFF REPORT

Date: April 18, 2023
To: Honorable Mayor & Members of the City Council;
From: Fire Department
Presentation By: Jesse Alexander, Fire Chief

Summary

Subject: Special Event Permit Process

Recommendation: Receive a presentation regarding the proposed Special Event Permit Process and provide direction to staff to modify the process or bring it back to Council for formal adoption

Fiscal Impact: An application deposit will be required based on the anticipated number of participants of the event, and fees will be set and collected based on the size and scope of the proposed special event. Penalty fees will also be established to encourage compliance with the permit process.

Purpose:

To create a formalized permit process for special events.

Council's Strategic Goal:

Implementing a Special Event Permit process supports Council's goal of Public Safety.

Background:

The City does not have a formalized special event permitting process, though there are many special events programmed throughout the year that range in size from just a few participants to thousands of participants. Currently, event planners may contact the City about a special event, in which they may be directed to contact multiple departments for authorization, depending on the size and scope of the event. For large events, like the annual Sikh Parade, the Police Department and Fire Department take the lead roles for the City to coordinate with other agencies that have jurisdiction as well. Also, even though the event planners may have the best of intentions, there are times where things are changed last minute, or paperwork is not submitted in a timely manner to staff, which can impact the City's ability to respond to an emergency situation effectively.

Nationwide, over the last few years, there have been multiple tragic stories of incidents occurring at special events. An outcome of the tragedies has been an increased focus on best practices for planning for, managing, and responding to critical incidents. A special event permit process provides for:

- Consistency
- Clarity
- Planning
- Multi-Agency Coordination
- Establishing and Controlling Liability

Over the last few months, staff attended trainings and researched the special event permit processes for other agencies to develop a proposed Special Event Permit process for Yuba City.

Analysis:

Under the proposed Special Event Permit process, events will be broken down into three tiers based on the anticipated number of participants.

Anticipated Participants	Tier
100-1,000 people	Tier III Event
1,001-24,999 people	Tier II Event
25,000 people or greater	Tier I Event

With the tier concept, there will be different application submission dates, City review timelines, and liability insurance minimums. Also, the permit application will be broken into modules with a screening questionnaire so that applicants only need to fill out the modules that are necessary for their event. The screening questionnaire and modules will address:

- Food & Product Concessions
- Alcohol Management Plan
- Street Closures
- Tents/Canopies/Temporary Structures
- Entertainment/Amplified Sound
- Fencing
- Marketing/Advertising/Promotion
- Stages/Platforms
- Portable Restrooms
- Safety & Security
- Site Plan
- Waste Management & Recycling

Implementation of a formal Special Event Permit Process will be a significant change in how the City has handled special events. Staff is requesting feedback from Council regarding the proposed process, so that staff can finalize the process, bring it back for formal Council adoption, and begin implementation with upcoming events such as the Downtown Business Association's Summer Stroll and the Annual Sikh Parade.

Fiscal Impact:

As part of the Special Event Permit Process, staff is requesting that Council consider adopting a fee schedule based upon the tier level of the event. The proposed fee schedule is included in Attachment 1. A deposit will be required with the submission of the application, and then dependent on the size and scope of event, additional fees will be charged to assist with cost recovery.

Alternatives:

1. Modify the proposed permit process and direct staff to bring it back to Council again for review.
2. Do not implement a Special Event Permit Process and direct staff to continue with the current practice for special events.

Recommendation:

Receive a presentation regarding the proposed Special Event Permit Process and provide direction to staff to modify the process or bring it back to Council for formal adoption.

Attachments:

1. Attachment 1 - Special Event Permit Process

Prepared By:
Jesse Alexander
Fire Chief

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1

City of Yuba City

Special Event Application



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CITY OF YUBA CITY SPECIAL EVENT INFORMATION

Large special events often require City issued permits and other requirements to ensure the safety of participants and to minimize impacts to the surrounding neighborhoods. This application has been developed to help facilitate the planning of your special event. This application is also intended to help you understand the City's permitting process and the deadlines for submitting required documents.

The submission of a **Special Event Permit Application** does not constitute approval of your special event. The application must be submitted by the established deadlines listed below, based upon anticipated participants, prior to your event in order to have adequate time to distribute to City departments for their review and/or approval.

Anticipated Participants

100-1,000 people

1,001-24,999 people

25,000 people or greater

Tier

Tier III Event

Tier II Event

Tier I Event

Application Submission

No less than 60 days prior to the event

No less than 90 days prior to the event

No less than 120 days prior to the event

Special Event Permit Applications that are conditionally approved will provide the applicant with specific information on any applicable fees for required services and/or any additional conditions of use. Payment of fees for any additional services required by the City must be made before the City will issue a Special Event Permit. The applicant shall ensure the Permit is available on-site throughout the duration of the entire event.

Payment of the Special Event deposit and application fee is due when the application is initially submitted. The City will review your application and either approve, conditionally approve, or deny the application:

- **within 30 days of receipt of a Tier III event**
- **within 45 days of receipt of a Tier II event**
- **within 60 days of receipt of a Tier I event**

Uses that require equipment set-up in a park, beyond a typical picnic reservation or bounce house use, require a Special Event Permit, or uses that meet the following criteria:

Area Type	Criteria
Facilities/Buildings	100 or more people participating in an organized gathering that is open to the public and/or a community-wide philanthropic event.
Public Roadway	100 or more people participating in an event that requires the closure of a public roadway.
Community Parks	100 or more people participating in an organized gathering that is not as part of a reservable area such as a picnic or athletic field use.

The City may cancel the event(s) described herein if in the City's sole discretion, circumstances beyond its control including but not limited to acts of state and/or federal government, earthquakes, epidemics, pandemics, fires, floods, unusual weather conditions, incidents that result in a fatality, Mass Casualty Incident (MCI), public safety power shutoffs (PSPS) or riots that necessitate such a cancellation. The City shall provide notice of cancellation under this provision as soon as is practicable and will provide a refund of any costs, if applicable. The City will cancel your permit if any of the following occurs:

- The application is found to contain false or misleading information.
- The proposed use would be detrimental to the health, safety, general welfare, or efficient operation of the City facility.
- Should any individual, group, member, or guest willfully or through gross negligence, mistreat the staff, equipment, facility, or violate any federal, state, or local law, ordinance, or resolution.
- Failure to make rental payment or obtain permits or insurance by required due dates.
- If applicant defaults on or has not completed all conditions and requirements for use of the facility or roadway closure.
- Insufficient notice: Staff not able to be scheduled, park area not able to be prepared, or other conditions cannot be completed in the time between the date of request and the date of proposed event.

ACCESSIBILITY / ADA COMPLIANCE

Even organizers are required to comply with all Federal, State, County, and City accessibility laws (ADA). All event venues, structures and activities shall be accessible to persons with disabilities. If a portion of your event cannot be made accessible, an alternate area must be provided with the same activities that are in an accessible area. This area must include signage indicating that it is an ADA accessible area.

You need to consider access to the following as you plan your event:

- First Aid
- Information Center
- Parking
- Paths of Travel (to and from and inside event)
- Restrooms (see "Restrooms" for requirements)
- Seating
- Signage
- Drinking Fountains
- Telephones
- Transportation
- Access to vendors (food/beverage/merchandise and information)

If all areas are not accessible, directional signage or a map or program must be provided to attendees indicating the location of accessible restrooms, parking, drinking fountains, phones, etc.

Compliance with all Federal, State, County, and City accessibility laws shall be the sole responsibility of the applicant.

For more information about the Americans with Disabilities Act and compliance at events please visit www.ada.gov.

INSURANCE CERTIFICATION REQUIREMENT

As a condition of use your organization must provide, at your sole expense, proof of insurance coverage including the required Additional Endorsement within 30 days prior to the start of your event/program. Insurance coverage and the Additional Endorsement shall be subject to approval by the City of Yuba City as to form and as to insurance company.

Proof of insurance comprised of certificates of insurance and original endorsements of **comprehensive general liability insurance** written by one or more responsible insurance companies licensed to do business in California must include:

1. Name the **City of Yuba City, its officials, officers, directors, employees, agents and volunteers** as **additional insured** against liability for injury to persons, damage to property and for the death of a person or persons arising or resulting from any act or omission on the part of your organization, its agents or employees.

2. Include liability coverage for claims made by participants of your event/program. You are advised that any and all **exclusions** pertaining to athletic or recreational events/programs must be disclosed in the endorsement and failure to do so will not necessarily insulate your organization from individual liability for claims made as a result of the use of the facilities and your event/program.

3. Be **PRIMARY** insurance with respect to the additional insured named above. Any other insurance available to the **City of Yuba City, its officials, officers, directors, employees, agents and volunteers shall** be excess and noncontributing.

4.

Tier III Event:

The comprehensive **general liability insurance policy** limits of such insurance shall not be less than **\$1,000,000 per occurrence for bodily injury, personal injury and property damage**. All events/rentals that include the consumption of alcohol must include **Liquor Liability** coverage with the minimum **\$1,000,000 per occurrence**. Any deductible or self-insured retentions must be identified and approved by the City. In the event the deductible is deemed to be too great, the City may require you to have your insurer eliminate the deductible or reduce it.

Tier II Event:

The comprehensive **general liability insurance policy** limits of such insurance shall not be less than **\$4,000,000 per occurrence for bodily injury, personal injury and property damage**. All events/rentals that include the consumption of alcohol must include **Liquor Liability** coverage with the minimum **\$4,000,000 per occurrence**. Any deductible or self-insured retentions must be identified and approved by the City. In the event the deductible is deemed to be too great, the City may require you to have your insurer eliminate the deductible or reduce it.

Tier I Event:

The comprehensive **general liability insurance policy** limits of such insurance shall not be less than **\$6,000,000 per occurrence for bodily injury, personal injury and property damage**. All events/rentals that include the consumption of alcohol must include **Liquor Liability** coverage with the minimum **\$6,000,000 per occurrence**. Any deductible or self-insured retentions must be identified and approved by the City. In the event the deductible is deemed to be too great, the City may require you to have your insurer eliminate the deductible or reduce it.

5. Fireworks vendors must carry a minimum of \$5,000,000 in general liability coverage and name the **City of Yuba City, its officials, officers, directors, employees, agents and volunteers** as **additional insured** against liability for injury to persons, damage to property and for the death of a person or persons arising or resulting from any act or omission on the part of your organization, its agents or employees.

6. You must satisfy these requirements by furnishing the City with certificates of insurance and original endorsements affecting the required coverage. The certificates and endorsements are to be on ISO-approved forms. The City will not accept a Certificate of Insurance alone as proof of insurance coverage. The original endorsement must specifically list the following:

"The City of Yuba City, its officials, officers, directors, employees, agents, and volunteers are additionally insured against liability for injury to persons, damage to property and for the death of a person or persons arising or resulting from any act or omission on the part of your organization, its agents or employees. **This insurance is primary with respect to the additional insured**. Any other insurance available to the City of Yuba City, its officials, officers, directors, employees, agents, and volunteers shall be excess and noncontributing."

You are strongly urged to show this Notice of Conditions (including the precise wording of these requirements) to your insurance agent or broker to assist you, your agent, and the City process the proper documents in a timelier manner.

If you are not able to obtain this insurance on your own you may be able to purchase insurance through the City's insurance carrier. Please ask your city staff point-of-contact to request a quote.

Your signature below indicates your receipt and understanding of each of the conditions listed above:

Printed Name of Authorized Representative: _____ Title (if applicable): _____

Signature of Authorized Representative: _____ Date: _____

Name of Group/Organization (if applicable): _____



SPECIAL EVENT PERMIT APPLICATION

EVENT SCREENING QUESTIONNAIRE

The following questions will determine the correct application supplements that will be required for your event to be fully permitted. Any permit or license may be revoked if there has been misrepresentation in the permit application. If you answer "yes" to any questions next to a supplement, that supplement must be submitted with this application.

Sales

Does your event include any vendors? ☐ Yes ☐ No Module A

Will any alcohol be sold at your event? ☐ Yes ☐ No Module B

Streets/Traffic

Will your event require the closure of a street? ☐ Yes ☐ No Module C

Will your event delay or alter the movement of traffic on any street, highway, sidewalk, public parking lot, or alley? ☐ Yes ☐ No Module C

Tents

Will your event include tents or canopies? ☐ Yes ☐ No Module D

Amplified Sound

Will your event include amplified sound? ☐ Yes ☐ No Module E

Fencing

Will your event include the installation of fencing? ☐ Yes ☐ No Module F

Marketing

Will you market, advertise, or promote your event? ☐ Yes ☐ No Module G

Will affected residents need to be notified? ☐ Yes ☐ No Module G

Stages

Will your event include the installation of stages or platforms? ☐ Yes ☐ No Module H

Portable Restrooms

Will your event have over 250 people? ☐ Yes ☐ No Module I

Safety/Security

Do you anticipate having the need for event security to assist you with crowd control and/or traffic control (dependent upon crowd and traffic control)? ☐ Yes ☐ No Module J

Site Plan

All events are required to have a complete site plan submitted with application. Module K

Waste Management

All events are required to have a waste management plan. Module L



SPECIAL EVENT PERMIT APPLICATION MASTER APPLICATION

Event Information

Event Name _____

Event Location _____

Number of Expected Attendees _____

Event Set Up Date _____ Event Set Up Time _____ ☐ AM ☐ PM

Event Start Date _____ Time _____ ☐ AM ☐ PM Event End Date _____ Time _____ ☐ AM ☐ PM

Event Break Down Date _____ Event Break Down Time _____ ☐ AM ☐ PM

Event Description Provide a narrative description of the full scope of your event with as much detail as possible in the box below.

Applicant Information

Name _____ Phone Number _____

Company or Organization Name (if applicable) _____

Mailing Address _____

City _____ State _____ Zip Code _____ Email _____

Primary Contact Information

Same as Applicant ☐

Name _____ Phone Number _____

Mailing Address _____

City _____ State _____ Zip Code _____ Email _____

Location Owner Information

Same as Applicant ☐

Name _____ Phone Number _____

Mailing Address _____

City _____ State _____ Zip Code _____ Email _____

Acknowledgements

I certify that the above information is true and correct to the best of my knowledge. I understand that the City of Yuba City is authorized to suspend or revoke a permit or license issued under the provisions of its Municipal Code wherever a permit or license is issued in error or on the basis of incorrect, inaccurate or any false statement or misrepresentation, or in violation of any ordinance or regulation or any of the provisions of the City of Yuba City Municipal Code. The applicant agrees to defend and hold harmless the City from any expense or liability arising from the applicant's non-compliance.

Applicant Signature _____ Date _____

City of Yuba City
Special Event Permit Application Fee Schedule

Fee Type	Tier III	Tier II	Tier I
Application Deposit	\$200	\$600	\$1,000
Late Processing Fee	\$50	\$150	\$250
Cancellation Within 3 Days	No Refund	No Refund	No Refund
Cancellation Within 4 to 10 Days	Full Refund	No Refund	No Refund
Cancellation Within 11 to 60 Days	Full Refund	Full Refund	No Refund
YCPD Fees – Personnel/Equipment	Actual Costs	Actual Costs	Actual Costs
YCFD Fees – Personnel/Equipment	Actual Costs per OES Rates	Actual Costs per OES Rates	Actual Costs per OES Rates
Fire Prevention – Fireworks Permit	\$465	\$465	\$465
Fire Prevention – Tent Permit	\$200/tent site	\$200/tent site	\$200/tent site
Fire Prevention – Inspection	\$0/Hour	\$100/Hour, three-hour minimum per inspector	\$100/Hour, three-hour minimum per inspector
Fire Prevention-Carnival Permit	\$380	\$380	\$380
Special Event Fee	\$87	\$87	\$87

MODULE A: FOOD & PRODUCT CONCESSIONS (VENDORS)

A “vendor” is defined as an organization or business that sells or advertises products/or services to event attendees.

Generally, there are three (3) categories of vendors: 1) food/ beverage, 2) merchandise and 3) information. A City of Yuba City business license is required for vendors who wish to sell, expose for sale, or offer for sale any food/beverage or merchandise in the City of Yuba City. You should require each vendor to provide you, the event organizer, with a copy of their City of Yuba City Business License and general liability insurance.

Attached is the Mobile Food Vendor Checklist. Please review the checklist for any applicable items that apply to your event.

Have you reviewed the Mobile Food Vendor Checklist? ☐ Yes ☐ No

Does your event include food vendors? ☐ Yes ☐ No How many? _____

A Sutter County Health permit may be required from the Sutter County Health Department. Please contact the Sutter County Health Department at (530) 822-7215 for more information

What method(s) will be used? (check all that apply) ☐ Gas ☐ Electric ☐ Charcoal ☐ Other

What is your plan for disposing of grease, charcoal and/ or waste water?

Does your event include merchandise vendors? ☐ Yes ☐ No How many? _____

Contact the [State Board of Equalization](#) at (916) 445-2918 to determine the requirements necessary as the Event sponsor.

Vendors who plan on selling products and/or services may be required to have a valid California seller's permit, and as the event sponsor, you may be required to maintain a record of each vendor's permit number. More detailed information on Special Event seller's permit requirements may be found online at the State of California Board of Equalization's web site: www.boe.ca.gov

Does your event include information vendors? ☐ Yes ☐ No How many? _____

Will any items or services sold at your event present any unique liability issues?

(massage, pony rides, tattooing/piercing, etc.)

☐ Yes ☐ No

If yes, explain:

A complete listing of all vendors may be required prior to the event date. The listing must include the vendor(s) business name, address, city, state, zip code, telephone number, business license number California seller's permit number.



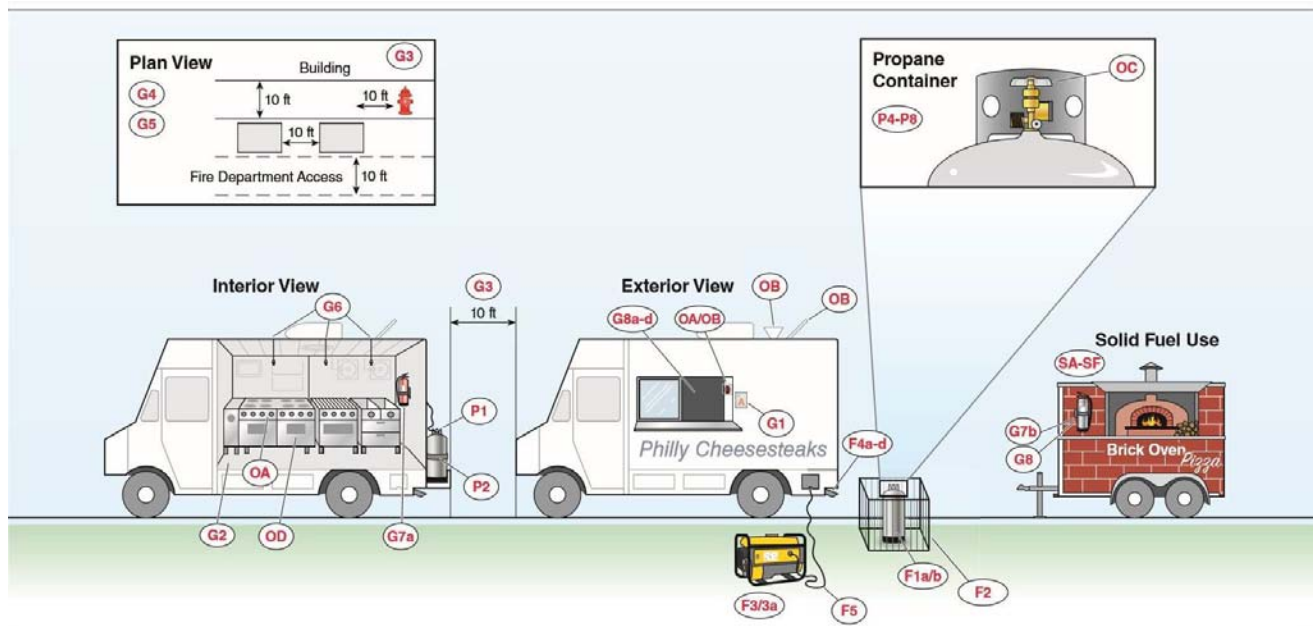
FIRE DEPARTMENT

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Mobile Food Vendor Safety Checklist

Below are guidelines to be used for the Yuba City Fire Department (YCFD) portion of the Mobile Food Vending Unit safety inspections. This list does not cover every possible item that will be inspected, nor does meeting all the guidelines listed below guarantee that a unit will pass inspection.

The YCFD inspection is an operational safety inspection only of the MFVU on the date that it is inspected. It is not an approval of the MFVU's design, construction, road worthiness or an indication of the long term safety of its combined elements. YCFD reserves the right to modify these guidelines as needed.



NFPA code references are provided at the end of each item. The red keys correspond to the NFPA food truck safety diagram. For more detailed information, see NFPA 1 and Chapter 17 in NFPA 96.

Mobile Food Vendor Safety Checklist (continued)

General Safety Checklist

- ☐ Obtain license or permit from the local authorities. (G1)
- ☐ Ensure there is no public seating within the mobile food truck. (G2)
- ☐ Check that there is a clearance of at least 10 ft away from buildings, structures, vehicles, and any combustible materials. [96:17.2] (G3)
- ☐ Verify fire department vehicular access is provided for fire lanes and access roads. (G4)
- ☐ Ensure clearance is provided for the fire department to access fire hydrants and access fire department connections. (G5)
- ☐ Check that appliances using combustible media are protected by an approved fire extinguishing system. [96:10.1.2] (G6)
- ☐ Verify portable fire extinguishers have been selected and installed in kitchen cooking areas in accordance with NFPA 10. [96:10.9] (G7)
- ☐ Where cooking appliances that use solid fuel, such as charcoal or wood, produce grease-laden vapors, make sure the appliances are protected by listed fire-extinguishing equipment. [96:15.7.1] (G7b)
- ☐ Ensure that workers are trained in the following: [96:17.10] (G8)
 - ☐ Proper use of portable fire extinguishers and extinguishing systems [96:17.10.1(1)] (G8a)
 - ☐ Proper method of shutting off fuel sources [96:17.10.1(2)] (G8b)
 - ☐ Proper procedure for notifying the local fire department [96:17.10.1(1)] (G8c)
 - ☐ Proper procedure for how to perform simple leak test on gas connections [96:17.10.1(5)] (G8d)

Fuel & Power Sources Checklist

- ☐ Ensure that all electrical appliances, fixtures, equipment, and wiring complies with the NFPA 70°. [96:17.8.1] (F5)
- ☐ Ensure that refueling is conducted only during non-operating hours. [96:B.18.3] (F1b)
- ☐ Check that any engine-driven source of power is separated from the public by barriers, such as physical guards, fencing, or enclosures. [96:B.16.2.2] (F2)
- ☐ Ensure that any engine-driven source of power is shut down prior to refueling from a portable container. (F3)
- ☐ Check that surfaces of engine-driven source of power are cool to the touch prior to refueling from a portable container. (F3a)
- ☐ Verify that fuel tanks are filled to the capacity needed for uninterrupted operation during normal operating hours. (F1a)
- ☐ Make sure that exhaust from engine-driven source of power complies with the following: (F4)
 - ☐ At least 12 ft in all directions from openings and air intakes [96:17.5.2.3(1)] (F4a)
 - ☐ At least 12 ft from every means of egress [96:B.13] (F4b)
 - ☐ Directed away from all buildings [96:17.5.2.3(2)] (F4c)
 - ☐ Directed away from all other cooking vehicles and operations [96:17.5.2.3(3)] (F4d)

Mobile Food Vendor Safety Checklist (continued)

Propane System Integrity Checklist

- ☐ Check that the main shutoff valve on all gas containers is readily accessible. [58:6.26.4.1(3)] (P1)
- ☐ Ensure that portable gas containers are in the upright position and secured to prevent tipping over. [58:6.26.3.4] (P2)
- ☐ Inspect gas systems prior to each use. [96:17.7.2.3] (P3)
- ☐ Perform leak testing on all new gas connections of the gas system. [58:6.16; 58:6.17] (P4)
- ☐ Perform leak testing on all gas connections affected by replacement of an exchangeable container. [58:6.16; 58:6.17] (P5)
- ☐ Document leak testing and make documentation available for review by the authorized official. [58:6.26.5.1(M)] (P6)
- ☐ Ensure that on gas system piping, a flexible connector is installed between the regulator outlet and the fixed piping system. [58:6.26.5.1(B)] (P7)
- ☐ Where a gas detection system is installed, ensure that it is tested monthly. [96:17.7.2.2] (P8)

Operational Safety Checklist

- ☐ Do not leave cooking equipment unattended while it is still hot. (This is the leading cause of home structure fires and home fire injuries.) (OA)
- ☐ Operate cooking equipment only when all windows, service hatches, and ventilation sources are fully opened. [96:12.1.1] (OB)
- ☐ Close gas supply piping valves and gas container valves when equipment is not in use. [58:6.26.8.3] (OC)
- ☐ Keep cooking equipment, including the cooking ventilation system, clean by regularly removing grease. [96:12.4] (OD)

Solid Fuel Checklist (Where Wood, Charcoal, or Other Solid Fuel Is Used)

- ☐ Fuel is not stored above any heat-producing appliance or vent. [96:15.9.2.2] (SA)
- ☐ Fuel is not stored closer than 3 ft to any cooking appliance. [96:15.9.2.2] (SB)
- ☐ Fuel is not stored near any combustible flammable liquids, ignition sources, chemicals, and food supplies and packaged goods. [96:15.9.2.7] (SC)
- ☐ Fuel is not stored in the path of the ash removal or near removed ashes. [96:15.9.2.4] (SD)
- ☐ Ash, cinders, and other fire debris should be removed from the firebox at regular intervals and at least once a day. [96:15.9.3.6.1] (SE)
- ☐ Removed ashes, cinders, and other removed fire debris should be placed in a closed, metal container. [96:15.9.3.8.1] (SF)

MODULE B: ALCOHOL MANAGEMENT PLAN

If you are interested in serving or selling alcohol at your event you will need to obtain the appropriate licenses from the Yuba City Police Department and the [California Department of Alcoholic Beverage Control \(ABC\)](#) and abide by the following rules:

- All alcohol must be sold and consumed within a fenced venue (ABC license type will dictate the size and type of fencing).
- If the alcohol area is accessible to all ages, anyone wishing to purchase or consume alcohol must present a current ID, and if attendees are 21 years of age or older, they must be issued a non-transferable wristband.
- All attendees must present their wristband to be served or consume alcohol.
- Servers must be 21 years of age or older.
- Servers may not consume alcoholic beverages while serving.
- Attendees may be served no more than two (2) standard drinks at a time. The City defines one (1) standard drink size as:
 - o 12 oz beer, 5 oz wine, and/or 1 oz distilled spirit/hard alcohol in a mixed drink
- Shots are not permitted.
- Alcohol cups must be marked paper or plastic and be distinguishable from soda cups.
- Service must end a minimum of 30 minutes before the scheduled event end time.
- Non-alcoholic beverages, water, and food must be available at the event.

A copy of your license/permit is required at the time of your Special Event Application.

MODULE C: STREET CLOSURES

Street closures requests must be approved if the applicant will be closing or blocking any street, delaying or altering the movement of any traffic (including pedestrian) on any street, highway, sidewalk, public parking lot or structure or alley.

Applicants are responsible for providing and properly placing the necessary traffic control equipment such as barriers, barricades, cones, delineators, and advisory/detour signage. All traffic control equipment must be in accordance with the Manual of Uniform Traffic Control Devices (MUTCD) where applicable.

List street(s) requested below:

Street	Begin	End	Closure Date(s)

Will you require the Public Works Department to drop off traffic control devices? ☐ Yes ☐ No

Will you require the Public Works Department to deploy traffic control devices? ☐ Yes ☐ No

Will you require the Police Department to assist in traffic to facilitate street closures? ☐ Yes ☐ No

Will you require the Police Department to maintain or staff traffic control points? ☐ Yes ☐ No

If yes to any of the questions above, City services will need to be contracted for in advance of the event and the applicant will be contacted with additional information to initiate the process.

MODULE D: TENTS / CANOPIES / TEMPORARY STRUCTURES

Tents larger than 200 square feet and canopies that are larger than 400 square feet must be inspected by the Yuba Fire Department, (530) 822-4689. The City does not permit the use of any type of stakes or in-ground securement for tents, canopies, or temporary structures. The following California State Fire Code regulations apply to tents/canopies of this size:

Location:

- Must be placed at least 20 feet from any property line, building or other tent/canopy/ temporary structure.
- A fire access roadway, at least 20 feet wide must be posted on the premises.
- All vehicles with an internal combustion engine must be at least 30 feet from any tent/ canopy/ temporary structure.

Tent/Canopy Material:

- All tent materials must be either fire retardant or made to be fire retardant in a Fire Department approved manor.
- Proof that materials are fire retardant must be posted on the premises.
- All weeds, vegetation and combustible waste must be removed from the area occupied by the tent/ temporary structure, as well as from a 30 feet area surrounding the tent/ canopy/ temporary structure.

Seating:

- Chair rows must be no longer than 15 seats and have 18 inches of clearance front to back.
- Aisles must be at least 44 inches wide.

Exits:

- Exits must be evenly spaced at lease every 100 feet around the perimeter.
- Exit signs must be hung when the occupancy exceeds 50 attendees.

Will your event include tents or canopies? ☐ Yes ☐ No

If yes, a Yuba City Special Event Tent/Canopy Inspection Checklist will need to be completed.

If yes, indicate on the site map and explain:

Number of tents/canopies: _____ Tent/canopy size(s) _____

If you have multiple tents/canopies with varying sizes, indicate the number with the corresponding size:

Please review the attached checklist for any applicable items that apply to your event. Have you reviewed the Special Event Tent/Canopy Checklist? ☐ Yes ☐ No



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SPECIAL EVENT TENT/CANOPY INSPECTION CHECKLIST

Below are guidelines to be used for the Yuba City Fire Department (YCFD) portion of the Special Events safety inspections. This list does not cover every possible item that will be inspected, nor does meeting all the guidelines listed below guarantee that a unit will pass inspection.

SITE PLAN DIAGRAM & DETAILS

- ☐ Provide a detailed scale drawing of tent dimensions, location of tent(s), egress, interior layout of tables & chairs, size of exits, location of fire extinguishers, proposed occupant load, and distances from structures & traffic. (2019 CFC 3103.6)
- ☐ A permit shall be required when the membrane structure has an area in excess of 400 sq. ft (2019 CFC 3103.2)
- ☐ For uses where several smaller tents (10 ft. X 10 ft.) are used and these are located directly adjacent to one another, a permit may be required subject to the review of the Fire Marshal. In no case shall more than seven 10 ft. X 10 ft. tents be located adjacent to each other. (2019 CFC 3103.2)

TENT/CANOPIES REQUIREMENTS

- ☐ Fire apparatus access roads shall be provided. (2019 CFC 3103.8.1)
- ☐ Fire lanes and fire hydrants shall remain unobstructed at all times.
- ☐ The structure shall not be located within a fire lane or public street, unless approved during the permitting process.
- ☐ A minimum of 20 ft. clear width shall be provided around the tent, and shall be no closer than 20 ft. to lot-lines, buildings, other temporary structures, or vehicles. Support ropes and guy wires are not included. (2019 CFC 3103.8.2)
- ☐ Hay, straw, shavings or similar combustible materials shall not be located within any tent or air-supported structure. (2019 CFC 3107.2)
- ☐ A minimum of one 2A-10BC fire extinguisher shall be provided every 150 feet (maximum travel distance to fire extinguishers is 75 feet). (2019 CFC 3107.9)
- ☐ A minimum of a 12 foot "fire break" shall be provided around the exterior of the tent/membrane structure that is free of guy ropes or other obstructions. (2019 CFC 3103.8.6)
- ☐ All vehicle parking and other internal combustion engines shall be at least twenty feet (20') from any tent/canopy. (Title 19, Division 1, Sec. 312)

SAFETY AND STABILITY FOR ALL TENTS

- ☐ All tents must meet approved flame propagation test method NFPA 701 (CPAI 84 alone does not meet the standard). (2019 CFC 3104.2)
- ☐ Gates & barriers shall not obstruct exits from tent. (2019 CFC 3103.12)
- ☐ No smoking allowed under the tent. (2019 CFC 3107.3)
- ☐ Tent legs must be secured per manufactures recommendation.
- ☐ Fireworks, open flames and devices capable of igniting combustible materials shall not be used in or adjacent to a temporary membrane structure, tent or canopy, unless otherwise approved. (2019 CFC 3107.4)
- ☐ Generators and other internal combustion power sources shall be separated from temporary membrane structures, tents and canopies by a minimum of 20 feet and be isolated from contact with the public by fencing, enclosure or other approved means. (2019 CFC 3107.16)
- ☐ Refueling shall be performed in an approved location not less than 20 feet from temporary membrane structures, tents and canopies. (2019 CFC 3107.14.3)

COOKING TENTS

- ☐ Tents where cooking is performed shall be separated from other tents, canopies or membrane structures by a minimum of 20 ft. (3107.12.5)
- ☐ Outdoor cooking that produces sparks or grease-laden vapors shall not be performed within 20 ft. of a tent, canopy or membrane structure. (2019 CFC 3107.12.6)
- ☐ LP-gas containers (Propane) shall not be located within the tent and shall be a minimum of 10 ft. from all tents, canopies or membrane structures. (2019 CFC 3107.13.2)
- ☐ Warming of foods and similar operations using solid flammables or other similar devices that do not pose a fire hazard, shall be permitted. (2019 CFC 3107.12.4)
- ☐ Flammable or combustible liquids shall not be located within a tent, canopy or membrane structure, and shall be located a minimum of 50 ft. away. (2019 CFC 3107.14.2)
- ☐ Cooking and heating equipment shall not be located within 10 ft. of an exit. (2019 CFC 3107.12.3)
- ☐ Electrical cooking and heating equipment shall comply with the California Electrical Code & NFPA 70.

OPEN FLAME HEATING NOT ALLOWED

- ☐ Portable outdoor fuel-fired appliances are prohibited inside tents/canopies. (2019 CFC 3107.14.1)
- ☐ Open flame devices emitting flame, fire, or heat (e.g. candles, propane heater, kerosene heaters, fire pits, cooking devices etc.) are not allowed inside or within 20 ft of tents/canopies. (2019 CFC 3107.12)

ELECTIRICAL

- ☐ All cords must be plugged directly into an approved receptacle and shall only serve one (1) appliance unless approved by the Fire Code Official. Extension cords must be of the grounded type when serving grounded appliances or fixtures. (2019 CFC 604.5)
- ☐ Extension cords must be located in a manner so as not to create a safety hazard by people walking and tripping on the cord.

MODULE E: ENTERTAINMENT / AMPLIFIED SOUND

Will your event include amplified sound?

☐ Yes ☐ No

What times are you requesting amplified sound? Start time: _____ Finish time: _____

Will sound checks be conducted prior to the start time? ☐ Yes ☐ No *If yes, what time:* _____

Describe the sound equipment that will be used at your event:

Are there any musical entertainment features related to your event?

☐ Yes ☐ No

If yes, please attach a performance schedule including performers/ bands/ DJ's, types of music and performance schedule.

Does the entertainment include inflatables?

☐ Yes ☐ No

If yes, explain:

Does the entertainment include carnival rides or live animals?

☐ Yes ☐ No

If yes, explain:

Have the carnival rides had their state required inspection?

☐ Yes ☐ No

Does the entertainment include vehicles?

☐ Yes ☐ No

If yes, explain:

MODULE F: FENCING

Fenced area refers to any event or area within the event that is closed off by temporary fencing. The Yuba City Fire Department will review your site map and set an occupancy load for the fenced area. When developing your fence plan, please keep in mind the following rules:

- The City does not permit the use of stakes of any type or other in-ground securement for fencing.
- The minimum number of emergency exits shall be determined by the occupant load; less than 500, two exits required; 501-1000, three exits required; more than 1000, four exits required. These can include the main entrance.
- Exits shall be equally spaced along the perimeter of the fence and shall be spaced so that no exit is greater than a distance of 400 feet of travel from the next exit. Maximum travel distance to any exit is 200 feet.
- Exit widths shall be understood to be a panel's width of temporary fencing, to provide an opening of no less than 48 inches.
- Each exit shall have a security guard or volunteer assigned to it.
- Each emergency exit shall be indicated by a sign with a white background and contrasting red letters; sign shall measure 18x24 inches, sign lettering shall measure 12 inches in height; and signs shall be placed at the top center of the exit panel.
- In some cases, a Fire Department inspection may be required to set the occupancy load and check access and exits. For questions about fencing or to make arrangements for an inspection, please Yuba City Fire Department at (530) 822-4689.

Will your event include the installation of fencing? ☐ Yes ☐ No

If yes, indicate on the site map and explain:

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MODULE G: MARKETING / ADVERTISING / PROMOTION

Please ensure that you have conditional approval before you begin to market, advertise or promote your event.

Acceptance of the Special Event Permit Application is not a guarantee of the date, location, or automatic approval of your event. Once you have conditional approval you may proceed to market, advertise or promote your event at your own risk. However, if the permit is not granted and the event is therefore canceled you may not hold the City of Yuba City responsible or liable for any costs incurred from your marketing, advertising, or promotions.

Describe how you will market, advertise or promote this event or invite attendees to the event (include event website and social networking sites if applicable; attach additional pages as needed):

Do you plan to advertise and promote your event beyond Sutter and Yuba Counties? ☐ Yes ☐ No

If yes, explain:

Do you plan to include radio or television promotions? ☐ Yes ☐ No

If yes, explain:

Do you expect a live broadcast or feed from the event? ☐ Yes ☐ No

If yes, explain:

Do you expect media coverage? ☐ Yes ☐ No

If yes, explain:

How do you plan to notify affected residents?

Do you plan on using signs, banners, and/or searchlights as a source of advertisement?

(See [Municipal Code Section 40.26.020](#) for specific information on searchlights) ☐ Yes ☐ No *If yes, explain:*

Note: Temporary off-site signs such as banners, A-frames, or other signage within the public right of way are not permitted.

MODULE H: STAGES / PLATFORMS

Any temporary stage/platform set up shall not interfere with egress from a building or encroach on fire apparatus access roads. Portable fire extinguishers shall be provided.

Will your event include the installation of stages or platforms? ☐ Yes ☐ No

If yes, indicate on the site map.

How many stages? _____ What are the dimensions? _____

If you are installing stages or platforms, you are required to submit the required construction documents per 2022 CA Fire Code Section 3105.5 below:

1. Construction documents: Construction documents shall be prepared by a registered design professional in accordance with the [California Building Code](#) and [ANSI E1.21](#) where applicable. Construction documents shall include:
 - 1.1. A summary sheet showing the building code used, design criteria, loads and support reactions.
 - 1.2. Detailed construction and installation drawings.
 - 1.3. Design calculations.
 - 1.4. Operating limits of the structure explicitly outlined by the registered design professional including environmental conditions and physical forces.
 - 1.5. Effects of additive elements such as video walls, supported scenery, audio equipment, vertical and horizontal coverings.
 - 1.6. Means for adequate stability including specific requirements for guying and cross-bracing, ground anchors or ballast for different ground conditions.
2. Designation of responsible party: The owner of the temporary special event structure shall designate in writing a person to have responsibility for the temporary special event structure on the site. The designated person shall have sufficient knowledge of the construction documents, manufacturer's recommendations and operations plan to make judgments regarding the structure's safety and to coordinate with the fire code official.
3. Operations plan: The operations plan shall reflect manufacturer's operational guidelines, procedures for environmental monitoring and actions to be taken under specified conditions consistent with the construction documents.

You will also be required to submit an independent agency report indicating that the temporary special event structure was inspected and was installed in accordance with the approved construction documents.

MODULE I: PORTABLE RESTROOMS

To ensure there are adequate restroom facilities for your event participants/attendees, 2 portable toilets are required for every 250 people attending your event. This requirement may be modified at the sole discretion of the Parks staff if there are adjacent restroom facilities to the rented area that are adequate to serve the rented area.

Number of expected participants / attendees: _____

Note: If only 2 portable toilets are required, 1 must be fully ADA accessible. Otherwise, a minimum of 10% of the total number of portable restrooms provided must be fully ADA accessible.

Setup Date: _____ Time: _____ Pickup Date: _____ Time: _____

Portable Toilet Company Name: _____

Contact Information:

MODULE J: SAFETY & SECURITY

You may be required to hire City of Yuba City Police Department officers, City of Yuba City Fire Department staff, a professional security company, professional emergency medical staff, or a combination to obtain your Special Event Permit. The number and type of security personnel and/or safety personnel required will depend on expected attendance, location of the event, presence of alcohol, history of the event, nature of the event, street closures and the amount and type of advertising used to promote your event.

Do you anticipate having the need for event security to assist you with crowd control and/or traffic control?

☐ Yes ☐ No ***If no, explain why you do not feel the need for security?***

If yes, what form of security will you be using? *(check all that apply)*

☐ City of Yuba City Police Officers
☐ Licensed professional security company ☐ Other: _____

If using a licensed professional security company, please complete the following:

Name of Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Daytime Telephone: _____ Evening: _____

Fax: _____ Cell: _____

Private	Patrol	Operators	License	Number:
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Yuba	City	Business	License	Number:
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License to carry firearms: ☐ Yes ☐ No

Do you anticipate having the need for event Fire Department or EMS services?

☐ Yes ☐ No ***If no, explain why you do not feel the need for Fire/EMS services?***

If yes, what form of Fire/EMS service will you be using? *(check all that apply)*

- ☐ City of Yuba City Fire Department
☐ Licensed professional EMS company ☐ Other: _____

If using a licensed professional EMS company, please complete the following:

Name of Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Daytime Telephone: _____ Evening: _____

Fax: _____ Cell: _____

Private Operators License Number: _____

Have you made provisions for on-site medical services?

☐ Yes ☐ No

If yes, please describe your medical plan:

MODULE L: SITE PLAN

A scaled and complete site plan is required to be submitted with your application. Your site plan must include the following:

☐	An outline of the entire event venue including the names of all streets or areas that are part of the venue.
☐	Location of existing structures with the event site. ☐ N/A
☐	Location of all temporary structures (stages, bleachers, grandstands, other seating areas, tents, portable restrooms, booths, trash containers, dumpsters, etc.). ☐ N/A
☐	Location of proposed street closures, and any temporary fencing, barriers, or barricades. ☐ N/A
☐	Location of City owned and private parking lots that will be utilized. ☐ N/A
☐	Location of cooking and food service areas; alcohol service areas; and any other vendor areas. ☐ N/A
☐	Location of vendors/information booth(s)/entertainment. ☐ N/A
☐	Location of generators and/or source of electricity. ☐ N/A
☐	Location of existing and portable restrooms. ☐ N/A
☐	Placement of vehicles and trailers. ☐ N/A
☐	Entrance/exit locations for outdoor events that are fenced, and entrance/exit locations within tents or temporary structures. ☐ N/A
☐	Identification of all event components that meet Americans with Disabilities Act accessibility requirements (including, but not limited to accessible parking, passenger loading/unloading areas, restrooms, seating, and path of travel) if your event is open to the public. ☐ N/A
☐	A route map for parades or other moving components to the event. ☐ N/A
☐	Location of Staff/Information booths/office, first aid stations, lost and found stations, etc. ☐ N/A

Will your event include a parade or other moving components? ☐ Yes ☐ No

If yes, a route map is required to be submitted.

Applicants will be responsible for complying with the following when marking routes:

- No permanent route markings may be used.
- When using chalk, only white chalk may be used.
- All route markings must be removed on the day of the event.
- White chalk markings on any surfaces must be washed/brushed off on the day of the event.
- Route markings should be placed in a manner not to block the view of traffic.
- A cleaning fee will be assessed after the event for non-removal of chalk markings the day of event or markings not authorized for use.

MODULE M: WASTE MANAGEMENT & RECYCLING

You are responsible for properly managing all trash, recycling and organic waste throughout the term of your event. Immediately upon conclusion of the event the area must be returned to a clean condition and all waste produced from your event must be removed. State and local law requires all waste to be properly sorted into trash, recycling and organic waste bins. Recyclable materials (plastic, glass and metal containers) and organic wastes (food scraps, paper plates, napkins, cups and other food-soiled papers) must be separated from the trash for recycling/composting.

Recology Yuba Sutter can provide you with trash, recycling and organic waste service for your event. Applicants must contact Recology at 530-743-6933 at least 2 weeks in advance to request service.

Will you be obtaining additional waste collection service from Recology? ☐ Yes* ☐ No *If yes, please identify the following:*

Total number of trash carts/dumpsters: _____ Size of trash carts/dumpsters: _____

Total number of organics carts: _____ Total number of recycling carts: _____

Delivery Date: _____ Time: _____

Pickup Date: _____ Time: _____

There may not be sufficient trash, recycling and/or organic waste bins onsite to properly manage waste from your event. Please note that per state law (Senate Bill 1383), some events will be required to have recycling and organic waste bins next to each trash bin. You are responsible for providing the necessary number of trash, recycling and organic waste bins at your event for event attendees to use.

☐ There are enough waste bins already onsite to collect all waste from my event and ensure that recyclables and organics are properly sorted.

☐ I plan to rent additional ☐ trash ☐ recycling ☐ organic waste bins from ☐ the City / ☐ Recology

Please explain your plan for ensuring that all waste is removed and recycling and organic waste collection takes place at your event.

CITY OF YUBA CITY
STAFF REPORT

Date: April 18, 2023
To: Honorable Mayor & Members of the City Council;
From: Fire Department
Presentation By: Jesse Alexander, Fire Chief

Summary

Subject: Update of Safe and Sane Fireworks Regulations

Recommendation: A. Conduct a Public Hearing; then

B. Introduce an Ordinance of the City Council of Yuba City regulating the use of fireworks by adding Section 4-11.02 (Discharge of Fireworks) of Chapter 11, and amending Section 4-17.20 (Exemptions [Noise Regulations]) of Chapter 17 and Section 5602 of Chapter 5 (Fire Prevention), and adding Section 5602.2 (dangerous fireworks) to Section 4-5.02 of Chapter 5, all of Title 4 of the Yuba City Municipal Code by title only and waive the first reading

Fiscal Impact: None

Purpose:

To update the Municipal Code to modify the period of time to sell and discharge “safe and sane fireworks,” regulate dangerous fireworks, and ensure that lawful use of fireworks does not constitute a noise violation during lawful periods of discharge.

Council's Strategic Goal:

Business Friendly and Community Risk Reduction.

Background:

In previous years, there have been significant issues surrounding the use of fireworks in our community. Fireworks pose a serious fire hazard which have resulted in injuries and/or property damage. Noise from fireworks can have negative impacts, especially for infants, small children, the infirm, and persons with post-traumatic stress disorder. Animals, such as house pets and wildlife, are often terrified by fireworks. Pets are prone to panic and commonly escape from their owners because of this noise. Complaints about fireworks place a strain on public safety resources, especially on the Independence Day holiday, when there is an excess of fireworks disturbance calls.

While the current Municipal Code does have some regulations in place to address fireworks, community feedback indicates that refinements may be necessary. The City Council has reviewed options regarding this issue and discussed potential approaches during a day-long public workshop

held on January 26, 2023. As a result of this guidance, staff has returned with a draft Ordinance for Council consideration.

Analysis:

The draft Ordinance would update the Municipal Code to:

- Reduce the time to sell/purchase “safe and sane fireworks”.
- From: Beginning at 12:00 noon on June 28 and ending at 12:00 noon on July 6.
- To: Beginning at 12:00 noon on June 28 and ending at 11:00 p.m., and beginning at 8:00 a.m. and ending at 11:00 p.m. on June 29 through July 4.

- Reduce the time to discharge “safe and sane fireworks”.
- From: Begin June 28th from noon each day with no end date defined.
- To: Between June 29th and July 4th from noon to 11:00 p.m. each day.

- Prohibit discharge of “safe and sane fireworks” within 10 feet of a residence.

- Provide a specific time frame to exempt the discharge of “safe and sane fireworks” from the City’s noise ordinance, as well as those with a special permit (such as would be required for a community-wide fireworks event).

Staff does not recommend any change to the Administrative citation (up to \$500 per violation) structure.

As community groups often use the sale of fireworks for fundraisers, the Fire Department has reached out to vendors of “safe and sane fireworks,” who have generally confirmed that the proposed refinements are feasible.

Finally, when reviewing the most recent version of the City’s Municipal Code, it appeared that the latest updates did not include certain fireworks regulations that had previously been adopted by the City Council. These include prohibitions against the use of “dangerous” fireworks as defined by state law, as well as “social host” enforcement. As a result, these regulations are also proposed to be added back into the Fire Prevention Code. Violations of the section are a misdemeanor, and penalties are a fine of \$1,000 per violation.

Fiscal Impact:

No direct fiscal impact will result from the adoption of the Ordinance.

Alternatives:

1. The Council may amend the draft ordinance to address issues associated with the sale and use of fireworks. The Council may also choose to take no action, which will leave the current regulations in effect.

Recommendation:

A. Conduct a Public Hearing; then

B. Introduce an Ordinance of the City Council of Yuba City regulating the use of fireworks by adding Section 4-11.02 (Discharge of Fireworks) of Chapter 11, and amending Section 4-17.20 (Exemptions [Noise Regulations]) of Chapter 17 and Section 5602 of Chapter 5 (Fire Prevention), and adding Section 5602.2 (dangerous fireworks) to Section 4-5.02 of Chapter 5, all of Title 4 of the Yuba City Municipal Code by title only and waive the first reading.

Attachments:

1. 2023 Fireworks Ordinance

Prepared By:

Jesse Frias
Fire Marshal

Submitted By:

Diana Langley
City Manager

ATTACHMENT 1

AORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF YUBA CITY REGULATING THE USE OF FIREWORKS BY ADDING SECTION 4-11.02 (DISCHARGE OF FIREWORKS) OF CHAPTER 11, AMENDING SECTION 4-17.20 (EXEMPTIONS [NOISE REGULATIONS]) OF CHAPTER 17 AND SUBSECTION 5602 OF SECTION 4-5.02 OF CHAPTER 5 (FIRE PREVENTION), AND ADDING SECTION 5602.2 (DANGEROUS FIREWORKS) TO SECTION 4-5.02 OF CHAPTER 5, ALL OF TITLE 4 OF THE YUBA CITY MUNICIPAL CODE

WHEREAS, the City of Yuba City has the authority, under its police power, to enact regulations for the public peace, morals, and welfare of the city, Cal. Const. Art. XI, section 7; and

WHEREAS, the City Council of the City of Yuba City finds that certain conditions constitute a public nuisance and are a threat to the public peace, safety and welfare of the City; and

WHEREAS, Health and Safety Code Section 12541 authorizes the City Council to establish local fireworks regulations; and

WHEREAS, the use or possession of dangerous or illegal fireworks continues to increase within the City limits; and,

WHEREAS, dangerous fireworks pose a serious risk to the public's safety, given the potential for personal bodily injury and property damage and loss, and the unknown material composition of these fireworks and lack of safeguards; and

WHEREAS, fireworks pose a serious fire hazard which can result in injuries and/or property damage; and

WHEREAS, apart from fire hazards, the noise from fireworks has negative impacts upon the quality of life including infants and small children, the infirm, and persons with post-traumatic stress disorder. Animals, such as house pets and wildlife, are easily terrified by fireworks. Pets are prone to panic, and commonly escape from their owners because of this noise; and

WHEREAS, complaints about fireworks place a strain on public safety resources, especially on the Independence Day holiday when there is an excess of fireworks disturbance calls; and

WHEREAS, the City recognizes the need to adopt further restrictions and increase penalties for the possession, sale, use or discharge of dangerous fireworks; and

WHEREAS, it is the intent of the City Council to reasonably regulate the possession, sale, use or discharge of dangerous fireworks within the City to protect the public health, safety, and general welfare of its residents.

WHEREAS, the City periodically updates its ordinances to ensure that they are achieving their aims, while continuing to adhere to legal requirements; and

WHEREAS, the City Council now desires to update the Municipal Code to modify the period of time to sell and discharge “safe and sane fireworks,” to ensure that the same do not constitute a noise violation during lawful periods of discharge, and to hold parties responsible for illegal discharge and possession.

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

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

SECTION 2. Section 5602 of Section 4-5.02 of Chapter 5 of Title 4 of the Yuba City Municipal Code is amended to read as follows:

Section 5602.

Fireworks - Prohibition.

Except as otherwise provided in this chapter, no person shall possess, sell, use, display or explode within the City any kind of fireworks as defined in Section 12511 of the Health and Safety Code, including, but not limited to, any rocket, firecracker, roman candle, squib, torpedo, torpedo cane, fire balloon, wire core sparkler, wooden core sparkler, black cartridge or other combustible device or explosive substance. Discharge, igniting, exploding, projecting, or otherwise firing or using any kind of fireworks is prohibited except as otherwise authorized in Section 4-11.02 or Section 5602.2 of this Section 4-5.02.

Fireworks - Exception.

It shall not be unlawful to sell within the City those fireworks as are defined and classified as “safe and sane fireworks” in the State Fireworks Law (Sections 12500, et seq. of the Health and Safety Code) during that time period beginning at 12:00 noon on June 28 and ending at 12:00 noon on July 6 of that same year as follows:

June 28: Beginning at 12:00 noon and ending at 11:00 p.m.

June 29 through July 4: Beginning at 8:00 a.m. and ending at 11:00 p.m.

Permit required.

It shall be unlawful for any person to sell “safe and sane fireworks” within the City without having first applied for and receiving a City permit.

Prerequisite for permit issuance.

- (a) No permit to sell fireworks shall be issued to any person, except nonprofit organizations or corporations organized primarily for veteran, patriotic, welfare, civic betterment or charitable purposes.

- (b) Each such organization shall have its principal and permanent meeting place within Sutter County limits and shall have been organized and established in an area which is presently within the limits for a minimum of one (1) year continuously preceding the filing of the application for the permit.
- (c) No organization shall submit more than one (1) application for permit to sell fireworks within the City of Yuba City. Submittal of more than one (1) application shall be grounds for denial of all applications. ~~Fireworks permit.~~

The number of available permits which includes any permits issued pursuant will be limited to one (1) per two thousand (2,000) population based on the latest survey available to the City of Yuba City. If necessary, a lottery system will be used to fill permit vacancies. Only one (1) permit to sell fireworks pursuant to this chapter shall be issued to an eligible applicant.

Permit application.

- (a) All applications for permits to sell fireworks shall be in writing to the Fire Marshal. Applications may be filed beginning March 1 of each year up to and including March 31 of same year, at which time the filing period for that year will close. Applications shall set forth the proposed location of the fireworks stand being applied for, and other information as may be required by the Fire Marshal.
- (b) Any person, firm, corporation, or organization applying for a permit to sell fireworks shall furnish to the Yuba City Fire Department a policy of public liability and property damage insurance. This policy shall have no deductible, with a limit of bodily injury of not less than one million (\$1,000,000) dollars and a limit of property damage not less than one million (\$1,000,000) dollars. The City of Yuba City and its agents and employees shall be named as coinsured on the policy.
- (c) Applicants for such permits shall be notified by April 15 of each calendar year by the Fire Marshal of the approval or disapproval of such applications for such permit. All organizations whose permits have been approved shall have up to and including July 1st of that year to pick up such permit.
- (d) Every application for a permit shall be accompanied by the established permit fee for the sales of fireworks. The permit fee will be refunded if the application is not approved.

Fireworks stand.

All retail sales of “safe and sane” fireworks shall be permitted only from within a temporary firework stand, and the sale from any other building or structure is hereby prohibited. Temporary stands shall be subject to the following provisions:

- (a) No fireworks stand shall be located within fifty (50’) feet of any other building or within one hundred (100’) feet of any gasoline pump or distribution point or within

one hundred (100') feet of any other fireworks booth, unless separated by a roadway four (4) lanes wide or greater.

- (b) Fireworks stands need not comply with the provisions of the Building Code of the City; provided, however, that all stands shall be erected under the supervision of the Fire Inspector, who shall require that stands be constructed in a manner which will reasonably insure the safety of attendants and patrons; and provided further that any electrical installations shall comply with all applicable codes.
- (c) Each stand shall be provided with two (2) two and one-half (2 1/2) gallon “water type” (minimum rating 2A) fire extinguishers in good working order and easily accessible for use in case of fire.
- (d) No stand shall have a floor area in excess of seven hundred fifty (750) square feet.
- (e) Each stand shall have at least two (2) exits. Each stand in excess of forty (40') feet in length shall have at least three (3) exits spaced approximately equidistant apart; provided, however, that in no case shall the distance between exits exceed twenty four (24') feet. Exit doors shall be not less than twenty-four (24") inches wide and six feet and two (6'2") inches in height and shall swing in the direction of exit travel.

Operation of stand.

- (a) No person shall sell fireworks to any person under the age of eighteen (18).
- (b) Sale of fireworks shall begin no earlier than 12:00 noon on June 28th and shall not continue after ~~12:00 noon~~ 11 p.m. on July 4th 6th of the same year.
- (c) No person other than the permittee organization shall operate the stand for which the permit is issued or share or otherwise participate in the profits of the operation of such stand.
- (d) No person other than the individuals who are members of the permittee organization or the wives, husbands, parents or adult children of such members shall sell or otherwise participate in the sale of fireworks at such stand.
- (e) No person under the age of eighteen (18) shall sell or participate in the sale of fireworks.
- (f) Each stand shall have an adult watchperson in attendance while the stand is being used for the sale, display or storage of fireworks. In lieu of a night watchperson, a Class IV magazine or equivalent, as approved by the Fire Marshal, may be used to store fireworks.
- (g) All fireworks shall be retained at the approved location. In no event shall unsold fireworks be removed from the approved location to any other place without written approval of the Fire Marshal.

(h) Stands may not be located on public or residential property.

General requirements for permittees.

All weeds and combustible material shall be cleared from the location of the stand, including a distance of at least twenty-five (25') feet surrounding the stand.

“NO SMOKING” signs shall be prominently displayed on and in the fireworks stand.

No fuel-powered generator or similar equipment shall be allowed within fifty (50') feet of a fireworks stand.

SECTION 3. Subsection 5602.2 of Section 4-5.02 of Chapter 5 of Title 4 of the Yuba City Municipal Code is amended to read as follows:

Section 5602.2.

Dangerous Fireworks – Prohibition.

- (a) For purposes of this section, dangerous fireworks are those fireworks specified as such in the State Fireworks Law, Section 12505 of the California Health and Safety Code, and such other fireworks as may be determined to be dangerous by the State Fire Marshal. All other types of fireworks are regulated by Section 5602 of Section 4-5.02 of this chapter, and Section 4-11.02.
- (b) It shall be unlawful for any person or responsible party to possess, sell, use or discharge dangerous fireworks unless a permit authorizing such possession, sale, use or discharge has been issued by the Fire Chief or Fire Marshal to the person or responsible party using, selling, discharging or found in possession of said fireworks, and unless such person is in possession of a valid pyrotechnic operator’s license issued by the Office of the State Fire Marshal and obtain a fireworks permit for use or discharge from the Fire Chief or Fire Marshal. The Fire Chief or Fire Marshal may establish reasonable rules and regulations for governing issuance of a firework permit and may issue the same subject to payment of a fee as established by the City Council from time to time.

Definitions.

For the purposes of this section, the following definitions shall apply:

- (a) “Enforcement officer” means any City officer, employee, or law enforcement officer of the City designated by the Municipal Code or the City Manager to enforce any provision of the Municipal Code or any Code adopted by the City, and includes the City’s Fire Chief, Fire Marshal, Building Official, Development Services Director, enforcement officer, and their respective designees. Whenever an enforcement officer charged with the enforcement of any provision of this code determines that a violation has occurred, the enforcement officer shall have the authority to issue an administrative citation to any person responsible for the violation.

(b) “Property” means private property, rented residential premises, or rented commercial residences; including, but not limited to, a home, yard, or field, whether occupied on a temporary or permanent basis, whether or not occupied as a dwelling and whether owned, leased, rented, or used with or without compensation.

(c) “Residence or other private property” means a home, yard, apartment, condominium, hotel or motel room, other dwelling unit, a hall or meeting room, or commercial property, whether occupied on a temporary or permanent basis, whether occupied as a dwelling, party or other social function, and whether owned, leased, rented, or used with or without compensation.

(d) “Responsible party” includes, but is not limited to:

1. The person(s) who owns, rents, leases, or otherwise has possession of the residence or other private property;
2. The person(s) in immediate control of the residence or other private property; and
3. The person(s) who organizes, supervises, sponsors, conducts, allows, controls, or controls access to the illegal discharge or illegal storage of fireworks.

If the residence or other private property is rented or leased, the landlord or lessor is not covered by this section unless they fall within the category of persons described under paragraph 2 or 3 of this definition. A landlord or lessor can only be held responsible under paragraph 3 of this definition if he or she has knowledge that fireworks are being discharged or illegally stored on the property without obtaining a permit therefor from the Fire Chief or Fire Marshal.

Violations and Penalties.

(a) Misdemeanor. Any person or responsible party who violates any of the provisions of this section shall be guilty of a misdemeanor.

(b) Administrative Citation. An administrative citation may be issued by an enforcement officer to any person or responsible party who violates any of the provisions of this section pursuant to the procedures as set forth in Chapter 6, Title 1 of the Yuba City Municipal Code.

1. Notwithstanding Section 1-6.040, all violators and responsible parties shall be subject to an administrative fine in an amount not to exceed \$1,000 for the first violation; and a fine in an amount not to exceed \$1,000 for any subsequent violation.
2. The imposition of administrative fines shall be limited to persons or responsible parties who possess, sell, use or discharge or seizure of 25 pounds or less of dangerous fireworks.

3. Administrative fines collected pursuant to this section shall not be subject to Health and Safety Code Section 12706.

Penalties Not Exclusive.

Nothing in this section shall be intended to limit any of the penalties provided for under the California Health and Safety Code or Penal Code with regard to the sale, use, possession, delivery, storage, and/or transportation of dangerous fireworks. The penalties set forth herein are intended to be nonexclusive and are intended to be in addition to any other remedies provided in the Yuba City Municipal Code or any other law, statute, ordinance or regulation, including those regulating nuisances.

SECTION 4. Section 4-11.02 of Chapter 11 of Title 4 of the Yuba City Municipal Code is added to read in its entirety as follows:

Sec. 4-11.02. – Discharge of Fireworks

It is unlawful for any person to discharge, ignite, explode, project, or otherwise fire or use any fireworks, or permit the discharge, ignition, explosion or projection thereof, unless having first obtained a special permit in writing from the Fire Chief or Fire Marshal. Such unlawful use is an infraction, is also deemed a nuisance pursuant to chapter 8, title 4, and is subject to enforcement remedies identified in Section 4-8.501.

Notwithstanding the foregoing, discharge and use of “safe and sane fireworks” as classified and defined in the State Fireworks Law (Sections 12500, et seq. of the Health and Safety Code) is authorized between June 29th and July 4th from noon to 11:00 p.m. each day. However, “safe and sane fireworks” shall not be discharged, ignited, exploded, projected, or otherwise fired or used within ten feet of any residence dwelling or other structure used as a place of habitation by human beings, which shall constitute a nuisance.

SECTION 5. Section 4-17.20 of Chapter 17 of Title 4 of the Yuba City Municipal Code is amended to read in its entirety as follows:

Sec. 4-17.20. Exemptions.

The term "loud and raucous noise" as used in this chapter does not include noise or sound generated by the following:

- (a) Cries for emergency assistance and warning calls.
- (b) Radios, sirens, horns and bells on police, fire and other emergency response vehicles.
- (c) Parades, fireworks displays and other special events for which a permit has been obtained from the City are exempted provided there is compliance with all conditions which have been noted in writing on the permit. That loud and raucous noise produced as a result of noncompliance with any condition specified on the permit is not exempted from the requirements of this chapter.

- (d) Activities on or in publicly owned property and facilities, or by public employees while in the authorized discharge of their responsibilities, are exempt provided that such activities have been authorized by the owner of such property or facilities or its agent or by the employing authority.
- (e) Religious worship activities, including but not limited to, bells, organs, singing and preaching.
- (f) Locomotives and other railroad equipment and aircraft.
- (g) The collection of solid waste by employees of a company engaged in the waste disposal business.
- (h) Organized activities at the Yuba Sutter Fair.
- (i) Organized sports events.

(j) The discharge of “safe and sane fireworks” during the times authorized in Section 4-11.02, and the discharge of fireworks for which a special permit has been issued per Section 5602 of Section 4-5.02 of this chapter or Section 4-11.02.

SECTION 6: SEVERABILITY. If any article, section, sentence, clause or phrase of this Chapter is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of this Chapter. The Council hereby declares that it would have adopted this chapter and adopted each article, section, sentence, clause or phrase thereof, irrespective of the fact that any one or more articles, sections, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

SECTION 7: EFFECTIVE DATE. This ordinance shall take effect and be in full force and effect from and after thirty (30) calendar days after its final passage and adoption. Within fifteen (15) calendar days after its adoption, the ordinance, or a summary of the ordinance, shall be published once in a newspaper of general circulation.\

Introduced and read at a regular meeting of the City Council of the City of Yuba City on the ____ day of April, 2023, and passed and adopted at a regular meeting held on the ____ day of ____, 2023.

AYES:

NOES:

ABSENT:

ABSTAIN:

Wade Kirchner, Mayor
City of Yuba City

ATTEST:

APPROVED AS TO FORM:

Ciara Wakefield, Deputy City Clerk

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

CITY OF YUBA CITY
STAFF REPORT

Date: April 18, 2023
To: Honorable Mayor & Members of the City Council;
From: Fire Department
Presentation By: Josh Hubbard, Division Chief

Summary

Subject: Station 4 Training Grounds - Drill Tower Purchase
Recommendation: Adopt a Resolution authorizing the sole source purchase of an Affordable Drill Tower from Affordable Drill Towers, LLC, of Austin, TX in the amount of \$132,785 and adoption of Categorical Exemptions
Fiscal Impact: \$132,785 - Training Tower Purchasing and Construction Estimate
\$50,000 - Engineered Design and Concrete Pad Construction Estimate
\$190,000 has been allocated to the City's Capital Improvement Project Account No. 1280-65501 (Fire Station 4 Training Grounds)

Purpose:

To develop, maintain, grow and support a comprehensive training program for all Fire Department personnel, current and future, and ensure compliance with national, state and local training requirements and standards.

The Affordable Drill Tower will serve as the centerpiece of the Fire Department training grounds and provide a cost-effective, no-maintenance option for training personnel in multiple emergency response disciplines. The Drill Tower meets all NFPA, CAL-OSHA and I.S.O. components for serving as a training facility and is customizable and adaptable to challenge and grow our Fire Department personnel by investing in their training growth and future.

Council's Strategic Goal:

Public Safety: This item addresses the Council's goal of Public Safety by supporting and growing Fire Department operations through enhancement of training through an approved training site.

Background:

Since July 2021, the Yuba City Fire Department has been working to plan, design, develop and build a realistic and versatile training ground facility adjacent to Fire Station 4 in west Yuba City.

The project began with acquiring land to the north of the existing fire station and with the approval from City Council, and a financial investment from the City's Capital Improvement Project, the Fire Department has been able to remove one acre of orchard trees and provide a foundational ground

base on which to build several training facilities and acquire and purchase training props. The training grounds are secured with a perimeter fence and gate through these previous funds.

The fenced-in training grounds will host two key and required I.S.O. components that are necessary to be approved as a training site. These key components are in the planning and production phase and are as follows: the Training Drill Tower (Phase 1) and an Enhanced Burn Building (Phase 2). In addition to these elements, several other Conex box structures are being developed and will be implemented to create a multi-use and multi-functional training facility.

The Affordable Drill Tower (Phase 1) is a cost-effective option compared to building a traditional enclosed tower structure. Made from high strength galvanized steel, and requiring no maintenance or upkeep, the drill tower can be custom designed and adaptable to today's training standards and demands. Having a drill tower will keep fire units available in the city while training is conducted and is professionally engineered to meet California standards and requirements while also fulfilling NFPA requirements. The Affordable Drill Tower is delivered, installed, and anchored by a professional crew in a short timeframe. Within 3-6 weeks of purchasing, the Drill Tower can be functioning and in use by fire department personnel. The Affordable Drill Tower is unique in its design and is the sole supplier of this configuration and quality training requirements which are essential to department operations. There is no comparable product option on the market that offers the level of training that is all encompassing. This specific Drill Tower is used and in place at many of the largest fire training conferences in the United States. The design, permitting, and buildout of a traditional training tower ranges from \$500,000 to \$1,000,000 and requires continuous upkeep and a delayed completion timeframe and therefore, the Affordable Drill Tower will serve as an immediate training addition to the Fire Department while meeting all standards and requirements.

PhaseTwo (Enhanced Burn Building) will consist of the use of shipping containers (Connex Boxes) to build versatile, customizable and economical training buildings adjacent to the Training Drill Tower. Utilizing these portable storage containers will be the ideal method to simulate and conduct fire training for crews, while keeping them available within the City response area. The Fire Department will be able to stack these shipping containers to create a number of unique building designs that allow customized interior layouts that simulate residential and commercial applications. These buildings will be designed for live fire burn operations that complete the required I.S.O requirements of a training site. Currently, the Fire Department has shipping containers reserved, utilizing a P.O. from a different account, and has plans for purchasing more containers utilizing CAL-JAC training funds. The delivery and purchase completion process will occur once the training tower is completed and space is available.

Analysis:

The Fire Department, in conjunction with the City's Building Department, have worked closely with the owners and engineers of the Affordable Drill Towers, LLC, to ensure the plans, specifications, and design meet the intended use of fire department training and building department safety requirements and standards. The finalized and approved quote estimate is \$132,785.

With Council approval and authorization to finalize the purchase, Fire Department staff proposes the following schedule:

Pour 50x50 concrete pad to meet engineering requirements:	May 2023
Contract and Purchase Affordable Drill Tower:	May 2023
Construction:	June 2023
Completion:	July 2023

Environmental Determination:

A preliminary environmental assessment was prepared for this project in accordance with the requirements of the California Environmental Quality Act (CEQA). The project is exempt under Sections 15301 (Existing Facilities) and 15303 (New Construction or Conversion of Small Structures) as the project consists of minor alteration of the City's existing Fire Station 4, including consisting of less than 50% of the floor area of the structure or 2,500 additional square feet in area. Furthermore, none of the exceptions under Section 15300.2 of the CEQA Guidelines are applicable to this project.

Fiscal Impact:

The Drill Tower purchase cost is quoted at \$132,785. The project will be funded through the City's Capital Improvement Project Account No. 1280-65501 (Fire Station 4 Training Grounds). As an element working in conjunction with the purchase of the Drill Tower, an engineered and approved 50x50 concrete pad will be constructed. This concrete pad will serve as the base of the training tower and is quoted at \$50,000 and will meet all specifications and engineering standards required by the City's building department and California standards.

The training grounds were authorized for \$190,000 as part of the Capital Improvement Project, and the Drill Tower is the central element offering a vast array of training options for years to come.

Alternatives:

1. Direct staff to modify the purchase details or explore other options.
2. Do not approve of the purchase of the Affordable Drill Tower.

Recommendation:

Adopt a Resolution authorizing the sole source purchase of the Affordable Drill Tower from Affordable Drill Towers, LLC, of Austin, TX in the amount of \$132,785, with the finding that it is in the best interest of the City, and adoption of Categorical Exemptions.

Attachments:

1. Training Tower Resolution
2. Exhibit A - Training Tower Location Map
3. Exhibit B - Drill Tower Overview Pamphlets
4. EXHIBIT C - Drill Tower Quote

Prepared By:
Josh Hubbard
Division Chief

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE SOLE SOURCE PURCHASE OF AN AFFORDABLE
DRILL TOWER FROM AFFORDABLE DRILL TOWERS, LLC, OF AUSTIN, TEXAS IN THE
AMOUNT OF \$132,785, AND ADOPTION OF CATEGORICAL EXEMPTIONS**

WHEREAS, the efficiency of governmental operations is of paramount concern to the City Council, City Management, Fire Management and taxpayers alike; and

WHEREAS, the City periodically evaluates changes and needs of City Departments in developing, maintaining and growing comprehensive training programs that enhance service and support of employees and residents; and

WHEREAS, the Fire Chief, with approval from the City Council and City Manager, has determined the need to build a training ground facility that meets and exceeds all local, state and national training mandates; and

WHEREAS, the City, has determined the need to support professional development, succession planning and increasing the expertise and effectiveness of Fire Department personnel, and

WHEREAS, the Affordable Drill Towers, LLC, is the sole supplier of this configuration, unique design, and quality training requirements which are essential to department operations and not available in comparable products; and

WHEREAS, the established quote from Affordable Drill Towers, LLC, is reasonable and on par with previous projects of similar size undertaken by other public agencies; and

WHEREAS, the City has met the requirements to sole source purchase the equipment pursuant to Public Contract Code section 3400 and City Purchasing Policies section 9-3.1; and

WHEREAS, the City Council authorizes the sole source purchase of the Affordable Drill Tower from Affordable Drill Towers, LLC,

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

1. A preliminary environmental assessment was prepared for this project in accordance with the requirements of the California Environmental Quality Act (CEQA). The City Council finds and determines that the project is exempt under Sections 15301 (Existing Facilities) and 15303 (New Construction or Conversion of Small Structures) as the project consists of the minor alteration of the City's existing Fire Station 4, including consisting of less than 50% of the floor area of the structure or 2,500 additional square feet in area. Furthermore, none of the exceptions under Section 15300.2 of the CEQA Guidelines are applicable to this project. As such, the City Council adopts a finding of a Categorical Exemption under CEQA Guidelines Sections 15301 and 15303 for this project.

2. The City Council finds that a sole source award is appropriate on grounds including that Affordable Drill Towers, LLC, of Austin, Texas is the sole manufacturer of drill towers in the required configurations and specifications required by the Fire Department. The requested product has unique performance and quality specifications which are essential to Department operations, and which are not available in comparable products. The City Council further finds that the proposed prices for the equipment are reasonable and on par with previous projects of a similar size undertaken by other public agencies, and the purchase of the equipment is in the best interests of the City. As such, the City Council hereby approves the sole source purchase of a drill tower and associated accessories through Affordable Drill Towers, LLC, of Austin, Texas. The City Manager is authorized to enter into an agreement for the same, in an amount not to exceed \$132,785, subject as to approval as to legal form by the City Attorney.

The foregoing Resolution of the City Council of the City of Yuba City was duly introduced, passed, and adopted at a regular meeting thereof held on the 18th day of April 2023.

AYES:

NOES:

ABSENT:

ATTEST:

Wade Kirchner, Mayor

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY

Shannon L. Chaffin, City Attorney
Aleshire & Wynder, LLP

EXHIBIT A

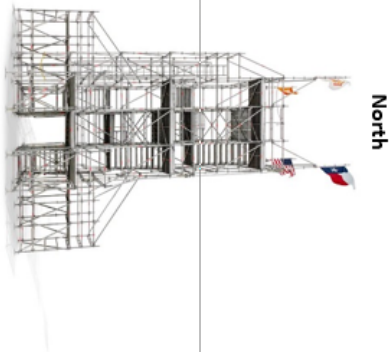




Vehicle
extrication/stabilization/fire



SCBA confidence course



Drill tower



3 story Conex box
structure with burn



Confined space/ trench



EXHIBIT B

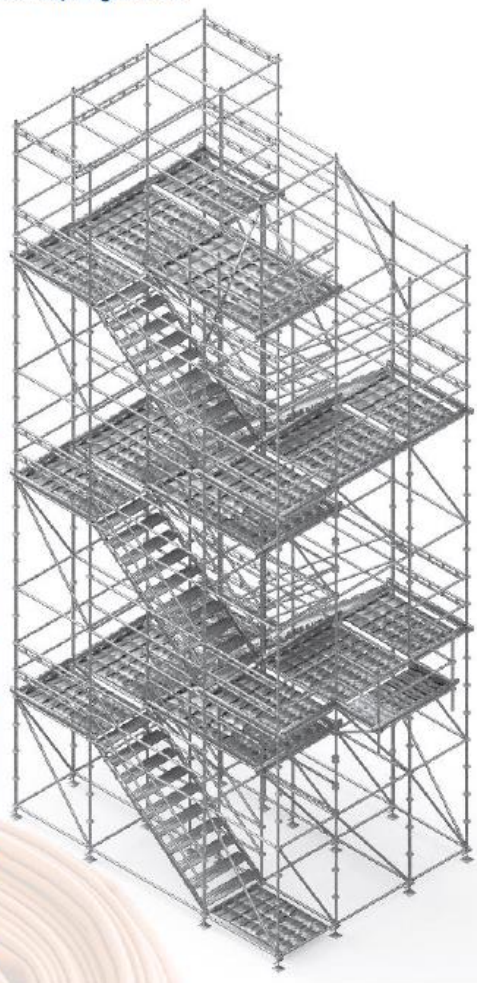
California



ABEMARLE CO., VA

FEATURES:

- 13'4"W x 18'6"L x 43'6"T
- 3-Story/6-floors
- Fire Department Connection (2.5" FNST)
- 3 – Standpipe Valves (2.5" MNST)
- 2 – Sprinkler Heads (upright + pendant)
- Sprinkler Control Valve
- System Pressure Gauge
- Apartment Balcony (accessible w/24' Ladder)
- Segmented Floor (through-the-floor rescues)
- Removable Stair Treads (through-the-stair rescues)
- 400+ Anchor Points (for rappelling)
- Professionally Engineered



OPTIONS:

- NFPA 1402 Compliant
- LED Lighting Package
- Additional Balconies
- Roof Props (Vertical Ventilation)
- Bail-Out Window Props
- Vertical Ladder w/Safety Cage
- Pressure Reducing Valves (PRV/PRD)
- Steel Toe Boards
- Outriggers (increases floor area)

BENEFITS:

- ISO Training Tower Credit
- Keep Apparatus In-District
- Keep Manpower In-District
- Able to be Relocated (*not mobile*)
- Small Footprint
- Perfect for your Parking Lot
- **EXTREMELY AFFORDABLE!!!**



ABEMARLE CO., VA

Ask us about...

**NFPA 1402 Compliant
ISO Training Tower Credit**



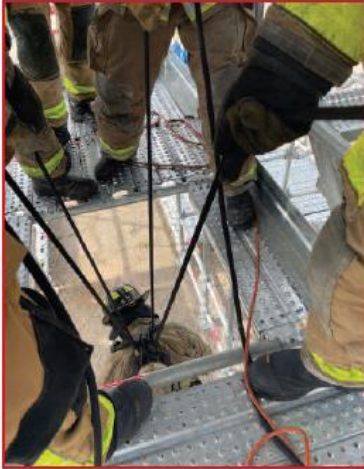
844-55-TOWER

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Training

Keep Your Crews In-District, In-Service!



Affordable Drill Towers provides a cost-effective solution for most of your training needs. Keep your crews and your apparatus in-service, by allowing them to train behind your firehouse! This brochure offers some of our most popular models, but we can certainly customize a training tower to meet your specific needs.

Keep your Engine Companies on their toes by Stretching Hose Lines and Connecting to Standpipe Valves! Allow your Ladder Trucks to practice Positioning for Aerial Operations; Ground Ladder work and Vertical Ventilation! Your Rescue Trucks will love the Technical Rescue opportunities; from Confined Space to Rappelling, and rigging Skate Blocks to the Columbus Drill! Your R.I.T. Company can perform Window Bail-Out Drills! The **Affordable Drill Tower** is the perfect tool for Multi-Company Operations; run your drills like you run fireground command!!



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EXHIBIT C

AFFORDABLE DRILL TOWERS LLC

12126 Roxie Drive

Austin, TX 78729

(844)558-6937

Steve@affordabledrilltowers.com



Quotation

QUOTATION # 1206

DATE 01/21/2022

ADDRESS

Div. Chief Josh Hubbard

Yuba City Fire Dept.

824 Clark Ave

Yuba City, CA 95991

SHIP TO

Div. Chief Josh Hubbard

Yuba City Fire Dept.

824 Clark Ave

Yuba City, CA 95991

PLEASE DETACH TOP PORTION AND RETURN WITH YOUR PAYMENT.

SHIP VIA

ADT

CONTACT

Ricky Jones

PHONE

318-301-0911

PART NUMBER	ACTIVITY	QTY	UNIT PRICE	EXTENDED PRICE
CA34	34'T California Drill Tower Affordable Drill Tower (5-levels, 3-floors, FDC, Standpipe & Sprinkler System, 1-Balcony, 2-segmented Floors).	1	65,000.00	65,000.00
STB	Steel Toe Boards Complete wrap of all steel flooring (outside edges) to minimize hose lines from expanding off the Drill Tower, and tools and appliances from being kicked-off.	1	3,500.00	3,500.00
VLSC	Vertical Ladder w/Safety Cage Vertical Ladder w/Safety Cage for vertical rope rescue, confined space training, patient-packaging, and limited access scenarios. Replicate access challenges to water towers, gooseneck ladders on commercial buildings and elevated billboard signs.	1	5,495.00	5,495.00
BAL	Balcony/Instructor's Platform 2nd Balcony/Instructor's Platform added above existing Balcony to create more realistic apartment scenarios & provide additional vantage points. The 2nd Balcony/Instructor's Platform is accessible from within the California Drill Tower, as well as a 35' extension ladder, or aerial ladder. The 3rd will be installed on the 4th level, above the Window Prop on the 2nd Level. A 4th & 5th Balcony/Instructor's Platform for even more training opportunities (on different sides & levels of the Affordable Drill Tower)!	2	1,225.00	2,450.00
WIN	Window Prop The Window Prop simulates a window opening, approximately 28"W x 36"T, which is secured to the Affordable Drill Tower (on any level). The Window Prop allows you to train on entering a window from a ladder (ground or aerial), performing window bail-out drills, the "Denver Drill," and much more. 1 - Window Prop will be installed on the 2nd level. 2 - Window Props will be installed on the 1st level, at the end of the 2 - 4'W x 10'L Outriggers (creating a window at the end of a hallway)	2	875.00	1,750.00
10-OUT	10' Outrigger Bays Extends the footprint of the California Drill Tower by 10' in each direction. The Outrigger Bays are 10' tall (approx.) and diagonally braced-back to the California Drill Tower.	1	9,895.00	9,895.00

Fire Service Training Towers, at Affordable Prices!

PART NUMBER	ACTIVITY	QTY	UNIT PRICE	EXTENDED PRICE
	There will be 2 x 8'W x 10'L Outrigger Bays and 4 x 4'W x 10'L Outrigger Bays. The Outriggers also creates a ground-level hallway that is 4'6" wide and nearly 40' in length.			
10-OUT-DK	10' Outrigger Decking Provides Steel Decking on all of the Outrigger Bays, which creates a mezzanine-style area. This level is protected by OSHA Guard Rails, and is accessible by a fire department ground ladder. Decking is approximately 8' (+/-) above ground-level.	1	5,495.00	5,495.00
RF-SIM	Roof Simulators The Roof Simulators include (both): Flat Roof Prop (8'W x 10'L) built on the Decking of an Outrigger Bay to simulate a commercial roof during vertical ventilation. Pitched Roof Prop (8'W x 10'L) - approx. 5/12 pitch, built on the Decking of an Outrigger Bay to simulate a residential roof during vertical ventilation.	1	8,450.00	8,450.00
	*10-OUT & 10-OUT-DK are required for the RF-SIM			
LGHT	LED Lighting Package Includes four (4) 1,000 lumens, solar-powered street lamps. 1-lamp on each of the 4-sides Each lamp has multiple lighting modes, including: Constant brightness; 2 different motion detection modes; brightness override functionality; and, 8 different timer modes.	1	2,500.00	2,500.00
1402	NFPA 1402 NFPA 1402 (v. 2019) Compliance	1	2,500.00	2,500.00
	Required anchoring of the Affordable Drill Tower to the concrete slab.			
ENG	Engineering CA P.E. stamped drawing	1	7,500.00	7,500.00
CA	CA Surcharge Cost of doing business in California	1	18,250.00	18,250.00
	----- * A copper grounding rod (5/8" x 8') will need to be installed prior to installation. We will provide specifications when the order is placed. * Concrete slab must not exceed 1% slope. If an existing slab exceeds 1% slope, please contact us before issuing your Purchase Order (additional costs may be incurred).			

Taking Your Training to New Heights!

TOTAL

\$132,785.00

This quotation is to a tax exempt entity, upon a sale, no sales tax will be collected. If your state requires us to pay prevailing wages, your quotation will be adjusted to reflect the difference.

Pricing includes delivery & installation.

Customer is responsible for any/all permits.

Ask about our Train-the-Trainer classes, conducted by some of the biggest names in the Fire Service, immediately following the installation of your Affordable Drill Tower.

CITY OF YUBA CITY
STAFF REPORT

Date: April 18, 2023
To: Honorable Mayor & Members of the City Council;
From: Fire Department
Presentation By: Ali Williams, Division Chief

Summary

Subject: Fire Station No. 2 Dorm Room Addition
Recommendation: Adopt a Resolution approving the plans and specifications for the Fire Station No. 2 Expansion Project located at 1641 Gray Avenue and authorizing advertisement for bids on the project
Fiscal Impact: \$800,000 Engineer's Estimate. \$1,300,000 is allocated in the Capital Improvement Project Account No. 901236 (Fire Station 2 Expansion)

Purpose:

To improve Fire Department facilities by upgrading and expanding the working and living conditions for personnel assigned to Fire Station No. 2.

Council's Strategic Goal:

Public Safety: This item addresses the Council's goal of Public Safety by supporting the Fire Departments operations through enhancement of current Adopt a fire department facilities.

Background:

The Yuba City Fire Department has been working on renovating and remodeling Fire Station No. 2 with a new dormitory addition. The subject station was constructed 41 years ago to protect the northern part of the community. At its occupancy, the station was staffed with a two-person crew.

In 2005, daily staffing at the station increased to a three-person crew, which created space challenges that adversely impacted working and living conditions. In addition, the structure configuration created some operational issues related to Americans with Disabilities Act (ADA) compliance, physical fitness equipment competing for space in the dayroom/work area, no separate bathroom/shower facility for female personnel, and power limitations.

The Fire Department began the renovation of Fire Station No. 2 in 2013. Realizing that funds needed for the renovation were limited, the Department started a phased facility improvement. Using Community Development Block Grant funds, exterior ADA accessibility improvements (walkways and public parking) were completed. In 2015, the Department addressed ADA accessibility issues at the back of the station and prepared a pad for the future construction of a dormitory addition.

In addition to the work mentioned above, the Department recently renovated the kitchen, dayroom, and office areas. The work included new cabinetry, appliances, flooring, LED lighting upgrades, paint, and other associated work.

This project's proposed plans and specifications will complete the renovation of Fire Station No. 2 by adding a 1,330-square-foot dormitory, which includes three private dorm rooms with separate men's and women's restrooms, laundry, and physical fitness areas. Once the dorm renovation is complete, Station 2 may require future work to include new apparatus bay doors, a potential HVAC replacement, and the possibility of placing a Convault fuel tank at the station for fueling apparatus.

Analysis:

The Fire Department, in conjunction with Estrada Engineering & Design, has prepared the plans, specifications, and cost estimate for the renovation of Fire Station No. 2. The engineer's estimate is \$800,000.

With Council approval of the plans and specifications and authorization to advertise for bids, staff proposes the following schedule:

Advertise for Bid:	April 2023
Award Contract:	May 2023
Construction:	Spring 2023
Completion:	Fall 2023

The plans and specifications for the project are on file at the Yuba City Fire Department for review. The Public Works Department and Estrada Engineering & Design will administer construction management and inspection.

Environmental Determination:

A preliminary environmental assessment was prepared for this project in accordance with the requirements of the California Environmental Quality Act (CEQA). The project is consistent with all applicable general plan designation and zoning regulations, the proposed development occurs within city limits on a project site of substantially less than five acres, the project site has no value as habitat for endangered, rare or threatened species, the approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality, and the site can be adequately served by all required utilities and public services. Therefore, this project is exempt under Section 15332 (Infill Development) of the CEQA Guidelines. Additionally, the project is also exempt under Sections 15301 (Existing Facilities) and 15303 (New Construction or Conversion of Small Structures) as the project consists of the minor alteration of the City's existing Fire Station 2, including consisting of less than 50% of the floor area of the structure or 2,500 additional square feet in area. Furthermore, none of the exceptions under Section 15300.2 of the CEQA Guidelines are applicable to this project.

Fiscal Impact:

\$800,000 Engineer's Estimate. \$1,300,000 is allocated to the Capital Improvement Project Account No. 901236 (Fire Station 2 Expansion).

The total project cost is estimated at \$800,000, including contingency and construction management. The City's Capital Improvement Project Account No. 901236 (Fire Station 2 Remodel) will fund the project.

The specified account currently holds a balance of \$1,082,736.52. Thus far, funds have been utilized to cover the potential expansion work drawings, plans, and engineering costs. The remaining funds will cover the dorm renovation and related equipment, such as furniture and laundry equipment.

At the time of award, staff will present a detailed analysis of project costs and funding information based on actual bid results to assist the City Council in decision-making.

Alternatives:

1. Direct staff to modify the plans and specifications
2. Do not approve the plans and specifications
3. Direct staff to go to bid for the project
4. Do not approve staff to go to bid for the project

Recommendation:

Adopt a Resolution approving the plans and specifications for the Fire Station No. 2 Expansion Project and authorizing advertisement for bids on the project.

Attachments:

1. RESOLUTION Station 2
2. Fire Station No 2 Dorm Room Addition Attachment 2

Prepared By:

Ali Williams
Division Chief

Submitted By:

Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
APPROVING THE PLANS AND SPECIFICATIONS FOR THE FIRE STATION NO. 2
EXPANSION PROJECT AND AUTHORIZING ADVERTISEMENT FOR BIDS ON THE
PROJECT LOCATED AT 1641 GRAY AVENUE.**

WHEREAS, the efficiency and functionality of Fire Station 2 is instrumental to the overall functions of the City of Yuba City and the service provided to its citizens; and

WHEREAS, the City periodically evaluates changes and needs of City Departments in assuring that city buildings including fire stations meet the needs of the City, employees and citizens; and

WHEREAS, the Fire Chief, with approval from the City Council and City Manager, has determined the need for an expansion of Fire Station 2; and

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

1. Environmental Finding: A preliminary environmental assessment was prepared for this project in accordance with the requirements of the California Environmental Quality Act (CEQA). The City Council finds and determines that the project is exempt under Section 15332 (Infill Development) of the State CEQA Guidelines because the project is consistent with all applicable general plan designation and zoning regulations, the proposed development occurs within city limits on a project site of substantially less than five acres, the project site has no value as habitat for endangered, rare or threatened species, the approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality, and the site can be adequately served by all required utilities and public services. Therefore, this project is exempt under Section 15332 (Infill Development) of the CEQA Guidelines. Additionally, the project is also exempt under Sections 15301 (Existing Facilities) and 15303 (New Construction or Conversion of Small Structures) as the project consists of the minor alteration of the City's existing Fire Station 2, including consisting of less than 50% of the floor area of the structure or 2,500 additional square feet in area. Furthermore, none of the exceptions under Section 15300.2 of the CEQA Guidelines are applicable to this project. As such, the City Council adopts a finding of a Categorical Exemption under CEQA Guidelines Sections 15301, 15303, and 15332 for this project.
2. Approval of Plans and Specifications: The City Council approves the plans and specifications for the Fire Station No.2 Project and authorizes the advertising of bids for the same.

The foregoing Resolution of the City Council of the City of Yuba City was duly introduced, passed, and adopted at a regular meeting thereof held on the 18th day of April 2023.

AYES:

NOES:

ABSENT:

ATTEST:

Wade Kirchner, Mayor

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY

Shannon L. Chaffin, City Attorney
Aleshire & Wynder, LLP

ATTACHMENT 2

Fire Station No. 2 Dorm Room Addition.

Click on the below link to view the attachment:

<https://www.yubacity.net/cms/One.aspx?portalId=239258&pageId=19474046&action=view>

CITY OF YUBA CITY
STAFF REPORT

Date: April 18, 2023
To: Honorable Mayor & Members of the City Council;
From: Development Services Department
Presentation By: Doug Libby, Deputy Director of Development Services

Summary

Subject: Rezone (RZ) 22-07, Pre-annexation Zoning for the Thiara Estates Subdivision (TSM 22-08)

Recommendation: A. Conduct a Public Hearing; then

B. Introduce an Ordinance of the City Council of the City of Yuba City approving Environmental Assessment (EA) 22-13 by adopting a Mitigated Negative Declaration prepared for RZ 22-07 and TSM 22-08 and rezoning Assessor's Parcels 17-066-003, -005, and 021 from R-1X20 to R-1, located on the west side of Tuly Parkway across from the terminus of Bradley Estates Drive and bordering the east side of Elmer Avenue, and waive the first reading

Fiscal Impact: The cost for processing land use entitlements is funded by the project applicant through the payment of application fees

Purpose:

To rezone 8.19 acres removing the X20 Overlay District for the Thiara Estates Subdivision Map (TSM 22-08) that was contingently approved by the Planning Commission.

Council's Strategic Goal:

This item meets the City Council's strategic goal of business friendly. Establishing appropriate pre-annexation zoning for this subdivision will facilitate its build-out going forward.

Background:

The applicant/owner, Sarbjit Thiara Jr., filed applications RZ 22-07 and Tentative Subdivision Map TSM 22-08, Thiara Estates.

On March 22, 2023, the Yuba City Planning Commission conducted a public hearing. Concerns expressed by the public included potential increased traffic on Elmer Avenue, Bradley Estates Drive and the existing traffic issues with drop-off and pick-up at the nearby Butte Vista Elementary School. Finally, impacts of two-story homes on existing adjacent development was discussed.

After closing the Public Hearing, the Planning Commission unanimously:

1. Adopted Resolution PC 23-07 recommending approval of RZ 22-07 to the City Council together with Environmental Assessment 22-13; and
2. Adopted Resolution PC 23-08 contingently approving TSM 22-08

Analysis:

TSM 22-08 is a 34 single-family residential lot subdivision located on approximately 8.19 acres. Lot sizes range from 6,457 square feet up to 9,834 square feet. The gross density of the project is approximately 4.3 residences per acre, and an existing single-family residence will be removed as part of project development. The subdivision will connect with Tuly Parkway on the east and Elmer Avenue on the west.

Pre-annexation Rezone 22-07 will remove the X20 Combining District from this property. The X20 District provides specific development criteria to this and neighboring properties and provides 12 development related criteria that must be met in order to develop the property (a copy of that criteria is attached to this staff report). Nine of the criteria have since been incorporated into ordinance, practices, or procedures, rendering them unnecessary today. There are three criteria that are not incorporated into today's practices that would affect the viability of the project if left intact. These include:

- A requirement that a Development Agreement between the developer and the City be approved as part of any project;
- The project must provide an affordable housing component (to be negotiated as part of the Development Agreement); and
- The minimum lot size is one-acre (compared to 5,000 square feet for the R-1 District).

The removal of the X20 Combining District from this property is consistent with the Council's decision in May of 2021 to rescind the 2005 Growth Policies which contained similar provisions. The resulting zoning of this proposal would be R-1, Single Family Residential.

The subject property is currently in an unincorporated area of Sutter County but is within the City's long-established sphere of influence. If this project is approved, the project will not be able to develop until annexation is approved by the Sutter County Local Agency Formation Commission (Sutter LAFCo). The applicant intends to apply to LAFCo following the City's application process.

Background:

Although the property has been utilized as an orchard, it has been designated for single-family residential development for many years. The Sutter County General Plan has designated the property in this area for single-family residential development (at up to 8 residences per acre) since at least 1996. The Yuba City General Plan has designated the property as Low Density Residential (2-8 residences per acre) since at least 2004. This proposal is consistent with both Sutter County and Yuba City General Plans, and it is consistent with the R-1 pre-annexation zoning that was previously applied to the property. There have been several other similar subdivisions in this area in previous years, as City services are available to this urbanizing area within Yuba City's existing sphere of influence.

Analysis:

Compatibility with neighboring uses:

The project is located on the western edge of the City. As growth in this part of the urban area has in recent years been moving west, there has been new residential development. As such, the area has

been transitioning from agricultural uses (primarily small orchards) to single-family residential development. The interface between farming and residential development is often times difficult for both farming and the nearby residents. But as this transition in this area is temporary, requiring buffers, like distance and separation of use requirements, is not effective. Agricultural buffers are only effective for establishing more permanent boundaries. Better long-term planning is to separate the uses. That is, let this urbanizing area build-out, and protect agricultural lands in more rural locations along the perimeter of the Yuba City sphere of influence.

This new subdivision will also be located next to existing single-family residential development. Historically, the City has been respectful of existing single-story homes by limiting neighboring new homes to a single story. As has been the standard with other developments with similar issues, a condition has been included for the proposed new homes that will abut existing single-story residences. They are limited to single-story construction, or some residences may have a second story with no overlooking windows. The condition limits lots 1 through 8, 22, 23, 24, 25, 26 and 27 to single-story construction or any back-facing windowsills on the upper floor of a two-story residence are to be a minimum of 6.0 feet above the floor, and prohibits second story balconies, or as otherwise approved by the Development Services Director.

Table 1: Bordering Information and Uses			
	General Plan Land Use Classification	Zoning	Existing Land Use
Project Site	Low Density Residential (LDR)	One-Family Residential (R-1)	Orchard and a boarded-up single-family residence.
North	LDR	R-1	Single-family residences.
East	LDR	R-1	Tuly Parkway and single-family residences across the parkway.
West	LDR	R-1	Estate sized single-family residences and orchard.
South	LDR	R-1	Estate sized single-family residence.

Logical path of growth

Although this property is currently utilized as an orchard, and this development means the loss of that 8-acre orchard, this property is in a logical growth area for the City within the City's long-established sphere of influence. As discussed above, the area has been planned by both Sutter County and Yuba City for this growth for at least 30 years. The construction of Tuly Parkway that adjoins this property further increases the viability of this site for urban growth. The agricultural use of this site, with increasing urban development around it, will become more and more difficult to conduct as this area grows.

Traffic

The project will create new internal roadways with access to the surrounding streets. It will connect Elmer Avenue to Tuly Parkway/Bradley Estates Drive which connect with Blevin Road and other points east. Per the proposed Conditions of Approval, the developer will dedicate appropriate right-of-way and construct and/or pay for their portions of Elmer Avenue and Tuly Parkway as well as the internal streets. This includes curbs, gutters, sidewalks, and decorative masonry walls and landscaping, as

appropriate.

To analyze the effects on the existing street system from this additional traffic, a traffic study was prepared (Wood Rodgers, Thiara Estates Traffic Operation Memorandum, November 30, 2022) (Study). The Study estimates that the subdivision will generate approximately 374 new daily vehicle trips (a trip is one-way), most of which will utilize the Tuly Parkway/Bradley Estates Drive intersection. (A copy of the full traffic study is attached to the Environmental Assessment attached to this staff report).

Tuly Parkway/Bradley Estates Drive: Upon completion of the subdivision the Study provides that most project related traffic will utilize Tuly Parkway, but until the Parkway is opened to Butte House Road, much of the traffic will utilize Tuly Parkway and Bradley Estates Drive to access Blevin Road. As Tuly Parkway and Bradley Estates Drive are not used to a level that effect capacity, the Study concludes that there is adequate capacity in both of those roadways for the additional trips.

Elmer Avenue and Blevin Road: Of concern were the project's potential effects on the Elmer Avenue/Butte House Road intersection and the Blevin Road/Butte House Road intersection. Both the Yuba City and Sutter County General Plans (Elmer Ave.) consider the standard for acceptable street and intersection flows to be LOS D or better. As can be seen in Table 2 below, the existing LOS at those intersections are currently acceptable and construction of these 34 homes will not alter that, with changes to the intersection delays not likely to be noticeable. Per the Study, signalization of those intersections is not recommended at this time.

Even under the cumulative scenario, which projects traffic levels on these roadways to 2035, the traffic flow remains at an acceptable level of service. The Study also considered the effects on Elmer Avenue if Tuly Parkway is not completed. It concluded that the traffic levels would not be significantly affected by the removal of Tuly Parkway.

Table 2: Elmer Way and Blevins Road Operations						
Intersection	LOS Criteria	Peak hour	Existing		Existing Plus Project	
			Delay (sec)	LOS	Delay (sec)	LOS
Elmer Ave./Butte House Road	D or better	AM	17.1	C	17.2	C
		PM	22.1	C	22.6	C
Blevin Rd./Butte House Road	D or better	AM	14.3	B	14.7	B
		PM	27.1	D	28.9	D

Other conclusions of the traffic study are:

- Emergency access is considered adequate.
- The project will provide adequate connectivity to existing bicycle and pedestrian facilities.

Another consideration not discussed in the traffic study is the potential benefit to existing Elmer Avenue residents. This subdivision will provide an additional southerly exit for Elmer Avenue residents other than the Elmer Avenue/Butte House Road intersection, via the new connection through the subdivision to Tuly Road and Bradley Estates Drive.

New development will be required to pay City wide traffic impact fees and the development will construct the west portion of Tuly Parkway from Bradley Estates Drive to the north property line of this project area, which aids the ultimate General Plan goal of connecting Tuly Parkway to Butte House Rd

to alleviate traffic impact at Blevin/Butte House and Elmer/Butte House.

Availability of City services:

City water, wastewater and stormwater drainage will be extended to the property.

Eliminating the X20 Combining District:

As discussed in the Background section above, the X20 Combining District was adopted in 2004 to implement the new General Plan. It contains 12 criteria that is to be required of new development. Since that time there have been other ordinances adopted and programs established that accomplish many of those items, making them duplicative today. That includes nine of the criteria to pay sewer, water, park, school, and other development impact fees, make proper drainage improvements, pay a fair share of upgraded or new collector and arterial streets, and levee improvements, and entry into a Community Facilities District to fund police/fire operations, and park maintenance.

Other criterion that seemed justified at that time, but is no longer needed, is that the project must participate in an affordable housing program that was anticipated to be implemented. Since that time, the City has developed other strategies for affordable housing, as most recently contained in the 2021-2029 Housing Element so this criterion has been superseded by the new Housing Element.

There is a criterion to enter into a Development Agreement between the property owner and the City. The stated need is to implement the City's Housing program. As stated above, the housing problem has otherwise been addressed, negating the need for a development agreement.

A criterion requires a one-acre minimum lot size. One-acre minimum lot size would be inconsistent with the General Plan. The Low-Density Residential land use designation in which this property lies has an allowed density range of 2-6 residences/acre. The one-acre minimum translates to a density of 1 residence/acre – outside of the permitted density range. Also, if the one-acre minimum lot size is implemented for this subdivision the project would be reduced to eight lots instead of the 34 that are proposed. This raises a major concern. At this reduced density, to accommodate new growth, it would be an inefficient use of land, causing considerable sprawl, and a waste of much more agricultural land. Further, the cost of providing City services to those properties at this low density would be prohibitive to all but the wealthiest.

Map Approval Prior to Annexation

Pursuant to Government Code Section 66454 (the State Subdivision Map Act), a city may process and approve a proposed subdivision of unincorporated territory adjacent to a city but must condition its approval that the subdivision cannot be built until annexation is approved. This requirement has been reflected as proposed Condition No. 6.

Environmental Considerations:

An environmental assessment was prepared for this project in accordance with the requirements of the California Environmental Quality Act (CEQA) Guidelines. This process included the distribution of requests for comment from other responsible or affected agencies and interested organizations.

Based upon the attached environmental assessment and the list of identified mitigation measures, staff has determined that there is no evidence in the record that the project may have a significant effect on the environment and recommends adoption of a mitigated negative declaration for this project. The finding of the mitigated negative declaration is that, with the proposed mitigations for Greenhouse Gases Geology and Soils, and Tribal Cultural Resources mitigation, this 34 single-family residential lot

subdivision will not create any significant environmental impacts. As a result, the filing of a mitigated negative declaration is appropriate in accordance with the provisions of CEQA. The proposed mitigations are included in the attached Mitigation Monitoring Program.

Fiscal Impact:

The cost for processing land use entitlements is funded by the project applicant fees as adopted by the City Council.

Alternatives:

1. Deny the application to approve Environmental Assessment 22-13, Rezone 22-07 and the associated Tentative Subdivision Map 22-08.
2. Provide staff with alternate direction.

Recommendations:

1. Conduct a Public Hearing; then
2. Introduce an Ordinance of the City Council of the City of Yuba City approving Environmental Assessment (EA) 22-13 by adopting a Mitigated Negative Declaration prepared for RZ 22-07 and TSM 22-08 and rezoning Assessor's Parcels 17-066-003, -005, and 021 from R-1X20 to R-1, located on the west side of Tuly Parkway across from the terminus of Bradley Estates Drive and bordering the east side of Elmer Avenue, and waive the first reading.

Attachments:

1. City Council Ordinance approving Environmental Assessment 22-13 and Rezone 22-07
2. X20 Overlay District
3. Tentative Subdivision Map (TSM) 22-08, Thiara Estates, and Conditions of Approval
4. Environmental Assessment 22-13

Prepared By:

Doug Libby, AICP
Deputy Director of Development Services

Submitted By:

Diana Langley
City Manager

ATTACHMENT 1

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF YUBA CITY APPROVING ENVIRONMENTAL ASSESSMENT (EA) 22-13 BY ADOPTING A MITIGATED NEGATIVE DECLARATION PREPARED FOR RZ 22-07 AND TSM 22-08 AND REZONING ASSESSOR'S PARCELS 17-066-003, -005, AND 021 FROM R-1X20 TO R-1, LOCATED ON THE WEST SIDE OF TULY PARKWAY ACROSS FROM THE TERMINUS OF BRADLEY ESTATES DRIVE AND BORDERING THE EAST SIDE OF ELMER AVENUE.

WHEREAS, the City received a tentative subdivision map application for this property in July 2022 to subdivide the approximately 8.19-acre property into 34 single-family residential lots, and a rezoning of the property (RZ 22-07) to delete the X20 Combining District from the existing R-1X20 zoning located on the west side of Tuly Parkway across from the terminus of Bradley Estates Drive; and

WHEREAS, as a result the following entitlements are being considered for approval:

- *Rezone (RZ) 22-07*: which proposes to amend the zone district from a One Family Residence combined with the X20 Combining District (R-1X20) to a One Family Residence District (R-1)
- *Tentative Parcel Map (TSM) 22-08*: which proposes to subdivide 8.19 acres into 34 single family residential lots
- *Environmental Assessment (EA) 22-13*

(collectively "Project"); and

WHEREAS, the X20 Combining District was added to this and nearby properties in 2004 as part of a potential annexation into the City. At that time the new General Plan had been recently adopted and this zoning was added to ensure that the new policies and programs in the General Plan be implemented. Since that time many of the criteria have been incorporated into standard practice; and

WHEREAS, a review of the X20 zoning concluded that its twelve criteria of development were no longer necessary due to more recent actions to implement these standards citywide or that they are no longer needed (Exhibit "A"); and

WHEREAS, pursuant to the authority and criteria contained in the California Environmental Quality Act of 1970 ("CEQA"), the City, as the Lead Agency, has analyzed the proposed Project and has prepared an Initial Study proposing a Mitigated Negative Declaration (EA 22-13) for the Project; and

WHEREAS, on March 22, 2023, the Planning Commission concurrently conducted a duly noticed public hearing on Environmental Assessment 22-13, Rezone 22-07, and Tentative Subdivision Map 22-08, at which time it received input from City Staff, public comment portion was opened, and public testimony and evidence, both written and oral, was considered by the Planning Commission, after which public testimony was closed; and

WHEREAS, after deliberation and consideration of all relevant items, the Planning Commission unanimously recommended the City Council adopt an Ordinance approving

Environmental Assessment 22-13 and Rezone 22-07 and contingently approved Tentative Subdivision Map 22-08.

WHEREAS, on April 18, 2023, the Yuba the City Council conducted a duly noticed public hearing on the project, at which time it received input from City Staff; public comment portion was opened, and public testimony and evidence, both written and oral, was considered by the City Council, after which public testimony was closed and this ordinance introduced; and

WHEREAS, the City Council of Yuba City considered said recommendations of the Planning Commission on the matter and after review and consideration of the Environmental Assessment, the City Council desires to approve Rezone 22-07 and the associated Environmental Assessment (EA) 22-13 adopting a Mitigated Negative Declaration for the project.

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

1. Recitals. The City Council finds that the recitals are true and correct and incorporates the same herein as if set forth in full.
2. CEQA Findings: The City Council of the City of Yuba City finds that an Environmental Assessment/ Initial Study was prepared for this project in accordance with the requirements of the California Environmental Quality Act (CEQA) Guidelines. The process included the distribution of requests for comments from other responsible or affected agencies and interested organizations. Preparation of the environmental assessment necessitated a thorough review of the proposed project and relevant environmental issues and considered previously prepared environmental and technical studies. While the proposed project could have a potentially significant effect on the environment, based on its independent judgement and analysis the City Council find that feasible mitigation measures or alternatives have been incorporated into the project in order to avoid the effects to a point where clearly no significant effect on the environment will occur. The project-specific mitigation measures included in the project to avoid potentially significant effects are set forth in the attached Initial Study/Mitigated Negative Declaration and accompanying Mitigation Monitoring and Reporting Program. With the project specific mitigations imposed, there is no substantial evidence in the record that this project may have significant direct, indirect, or cumulative effects on the environment.
3. Adoption of the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program. Based on the foregoing, the City Council of the City of Yuba City adopt the Mitigated Negative Declaration prepared for the project, including the associated Mitigation Monitoring and Reporting Program as updated, as the project will not result in any significant, adverse environmental impacts with the mitigations proposed. The Yuba City Development Services Department is located at 1201 Civic Center Boulevard, Yuba City, CA 95993, and is recommended to be designated as the custodian of the documents and other materials that constitute the record of the proceedings upon which the decision is based. The City Council authorize the Director, or designee, to execute and file with the Sutter County Clerk, as appropriate, a Notice of Determination for approval of the project that complies with the CEQA Guidelines.
4. Rezone Findings. The City Council finds that Rezone 22-07 is consistent with the General Plan and the General Plan goals and policies as amended and as further described above; ii) is consistent with the purpose of the zoning ordinance to promote and protect the public's health, safety, peace, comfort, convenience and general welfare; iii) the project would provide open space, light, air, privacy, convenience, access, aesthetic values, protection of environmental values, and protection of public and private improvements; and iv) the project

will allow for the creation of quality balanced neighborhoods that provide housing options for the City.

5. Approval of Rezone 22-07. The City Council approves Rezone 22-07 and reclassifies the zone districts for those districts as depicted in Exhibit A shown on the zoning map of the City of Yuba City from One-Family Residence District, X20 Combining District (R-1X20) to One-Family Residence District (R-1).
6. Severability. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions thereof may be declared invalid or unconstitutional.
7. Publication. The City Clerk shall certify to the adoption of this Ordinance and cause it to be published, in accordance with Government Code, Section 36933, or as otherwise required by law.
8. Effective Date of Resolution. This ordinance shall take effect and be in full force and effect from and after thirty (30) days after its final passage and adoption.

I HEREBY CERTIFY that the foregoing Ordinance was introduced by the City Council after waiving reading, except by Title, at a regular meeting thereof held on the 18th day of April 2023, and adopted the Ordinance after the second reading at a regular meeting held on the _____ day of _____ 2023, by the following roll call vote:

Ayes:

Noes:

Absent:

Recused:

CITY OF YUBA CITY

Wade Kirchner, Mayor

ATTEST:

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

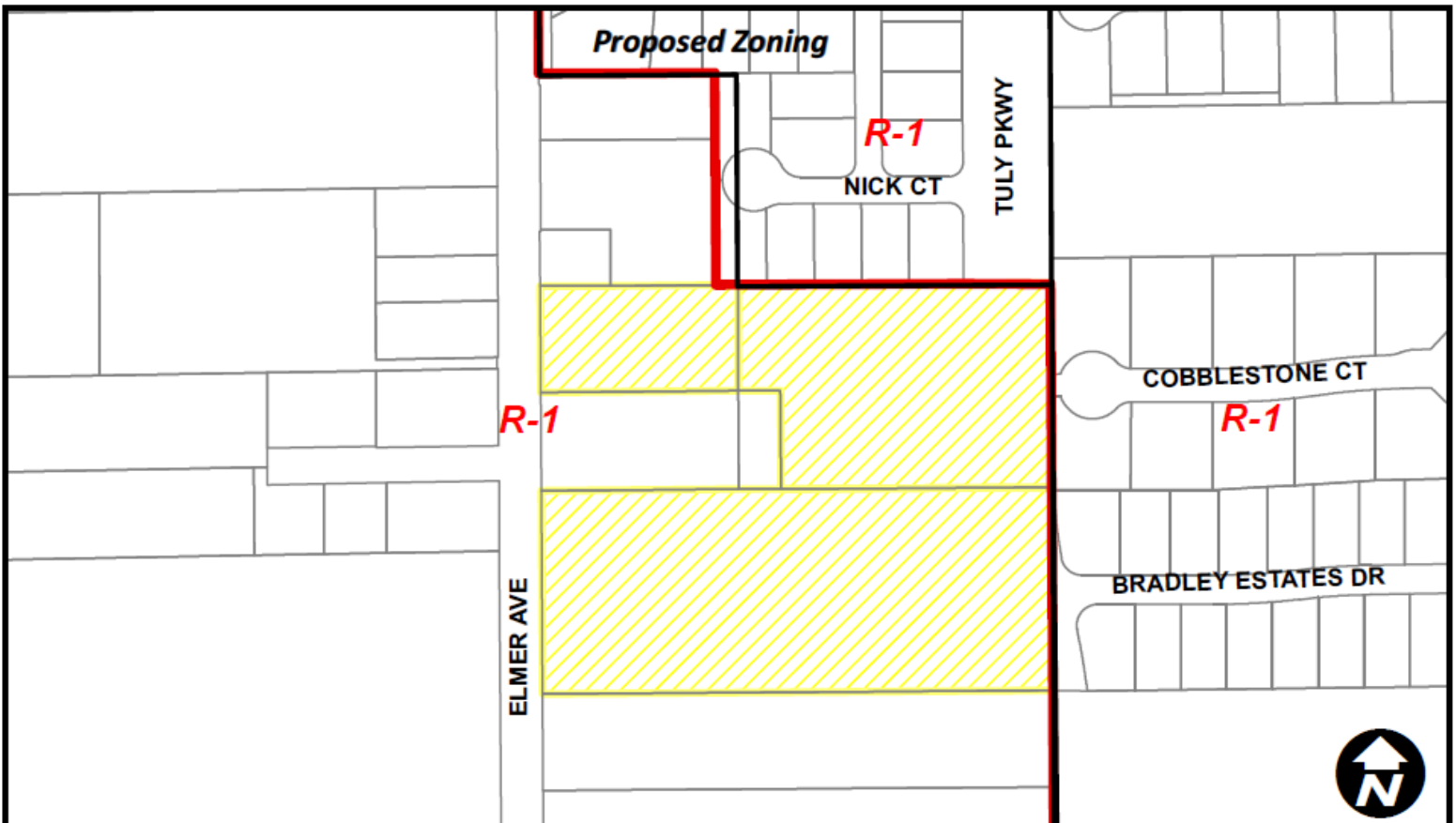
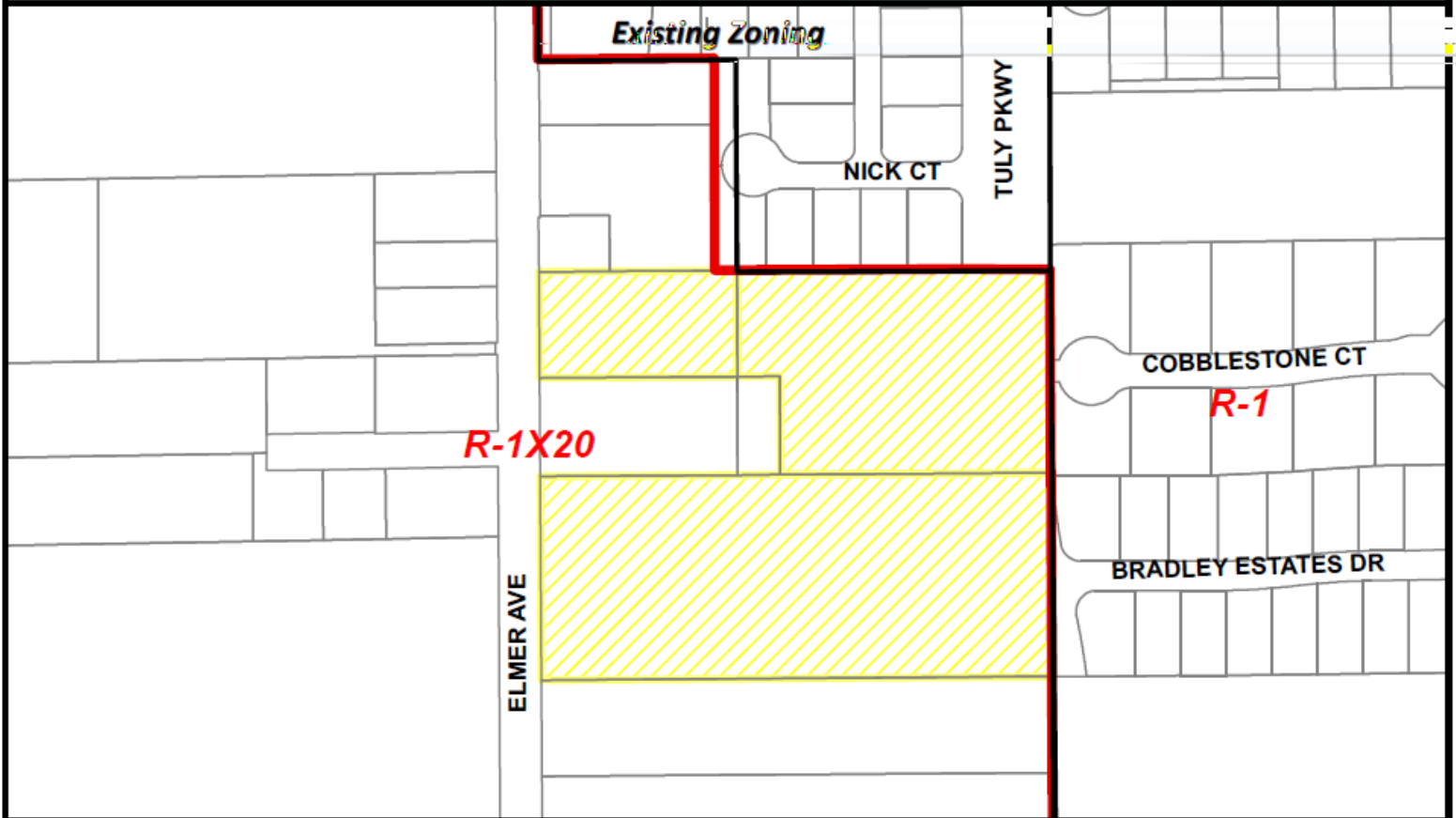
Exhibit A: Rezone 22-07

I, _____, Deputy City Clerk of the City of Yuba City, California,
DO HEREBY CERTIFY that the foregoing is a true and accurate copy of the Ordinance passed
and adopted by the City Council of the City of Yuba City on the date and by the vote indicated
herein.

EXHIBIT A

Thiara Estates (SM 22-08, RZ 22-07)

Zoning Map



ATTACHMENT 2



X₂₀ Area: West side of Elmer Road, south of the westerly extension of Lizanne Drive, and the area lying between Tuly Parkway right of way and the section of Tierra Buena which was annexed to the City in April of 2004 along with the area lying between Vine Avenue and the westerly extension of Lizanne Drive.

Conditions of Preannexation Zoning

The preannexation zoning of the Property is approved subject to the following conditions. These conditions shall only apply to divisions of land requiring a subdivision map or to any multi-family development of five residences or more.

1. Prior to the approval of any subdivision map for said Property, or prior to any multi-family development of five residences or more of said Property, a Development Agreement must be entered into with the City. At a minimum, the Development Agreement shall address conditions of development and the financing of roads, parks, public facilities, sewer, water, drainage, and surrounding infrastructure as established in the General Plan. The approval of said preannexation zoning in no way obligates the City to enter into a Development Agreement. The City shall have complete discretion whether to approve a Development Agreement and in approving the terms and conditions of the Development Agreement.
2. Prior to the City finalizing a Development Agreement, the developer of the Property shall provide written documentation from the affected school district that the developer has satisfied said school district's requirements for school infrastructure. This would generally apply to any developments over 4 residential units. The School District would expect, at a minimum, that all residential developments enter into a Mello Roos District and that depending on the size of development, land dedication and school development may be an alternative, subject to negotiation with the District.
3. Drainage plans shall be provided for all subdivisions of land within the Property and shall comply with the City and County's master drainage plans.
4. All residential subdivisions within the Property shall include an affordable housing component that meets the minimum production standard of affordable housing outlined in the regional compact with SACOG adopted by the City of Yuba City in November 2004. There are a variety of options of how best to meet the affordable housing requirement. These options would be subject to negotiations between the City and developer and shall be part of the Development Agreement.

5. All residential subdivisions within the Property shall meet the minimum standards for residential design as established by the City Council.
6. Sewer and water fees, including connection fees and the installation of major trunk lines from both plants, shall be incorporated into the cost of development and shall be part of the Development Agreement.
7. Development within the Property shall be required to pay its fair share of major roadwork as part of the development and, may require construction of collector and arterial roads that will adequately address infrastructure concurrent with the proposed development. This will be negotiated as part of the Development Agreement.
8. Payment of impact fees, which incorporate the public improvements necessary to implement the General Plan, shall be required and will be part of the Development Agreement. These fees will be estimates and final payment will be based on a formally adopted impact fee study approved by the City Council. In addition to the park impact fee, the Quimby Act shall also apply.
9. Payment of a fee to address levee improvements and potential flood issues shall be required as part of the Development Agreement.
10. Any development within the Property shall require the Property entering into a Community Facilities District to assist in funding police, fire and park maintenance.
11. Any development within the Property shall address the community design policies in the General Plan including walkable, livable concepts and address the village concept as provided for in the General Plan.
12. The minimum lot size for the lots shown as R-I-X_{20a} shall be one acre as shown on Exhibit A.

ATTACHMENT 3

**CITY OF YUBA CITY
CONDITIONS OF APPROVAL
TENTATIVE SUBDIVISION MAP 22-08
MARCH 22, 2023**

**THIARA ESTATES
APNs: 17-066-003, -005, -021**

NOTICE TO PROJECT APPLICANT

In accordance with the provisions of Government Code Section 66020(d)(1), the imposition of fees, dedication, reservations or exactions for this project are subject to protest by the project applicant at the time of approval or conditional approval of the development or within ninety (90) calendar days after the date of imposition of fees, dedications, reservation, or exactions imposed on the development project. This notice does not apply to those fees, dedications, reservations, or exactions which were previously imposed and duly noticed; or, where no notice was previously required under the provisions of Government Code Section 66020(d)(1) in effect before January 1, 1997.

IMPORTANT: PLEASE READ CAREFULLY

Please note that this project is subject to a variety of discretionary conditions of approval. These include conditions based on adopted City plans and policies, those determined through tentative subdivision map review and environmental assessment essential to mitigate adverse effects on the environment including the health, safety, and welfare of the community, and recommended conditions for development that are not essential to health, safety, and welfare, but would on the whole enhance the project and its relationship to the neighborhood and environment.

Discretionary conditions of approval may be appealed. All code requirements, however, are mandatory and may only be modified by variance, provided the findings can be made.

All discretionary conditions of approval will ultimately be deemed mandatory unless appealed by the applicant to the City Council within 10 days after the decision by the Planning Commission. In the event you wish to appeal the Planning Commission's decision or discretionary conditions of approval, you may do so by filing a written appeal with the City Clerk. The appeal shall state the grounds for the appeal and wherein the Commission failed to conform to the requirements of the zoning ordinance. This should include identification of the decision or action appealed and specific reasons why you believe the decision or action appealed should not be upheld.

These conditions are applicable to any person or entity making use of this tentative subdivision map, and references to "developer" or "applicant" herein also include any applicant, property owner, owner, leasee, operator, or any other person or entity making use of this tentative subdivision map.

CONDITIONS OF APPROVAL

1. To the furthest extent allowed by law, applicant/property owner shall indemnify, hold harmless and defend City and each of its officers, officials, employees, consultants, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures,

damages and costs (including attorney's fees, litigation expenses and administrative record preparation costs) arising from, resulting from, or in connection with any Third-Party Action (as hereinafter defined). The term "Third Party Action" collectively means any legal action or other proceeding instituted by (i) a third party or parties, or (ii) a governmental body, agency or official other than the City, that: (a) challenges or contests any or all of these Conditions of Approval or any approval associated with entitlements associated with the project (collectively "Approvals"); or (b) claims or alleges a violation of CEQA or another law in connection with the Approvals by the City, or the grant, issuance or approval by the City of any or all Approvals. Applicant's/property owner's obligations under this paragraph shall apply regardless of whether City or any of its officers, officials, employees, consultants, agents or volunteers are actively or passively negligent, but shall not apply to any loss, liability, fines, penalties forfeitures, costs or damages caused solely by the active negligence or willful misconduct of the City or any of its officers, officials, employees, agents or volunteers. The provisions of this section shall survive any termination, revocation, overturn, or expiration of an approval.

Nothing in this section shall obligate the City to defend any claim and the City shall not be required to pay or perform any settlement arising from any such claim not defended by the City, unless the City approves the settlement in writing. Nor shall the City be prohibited from independently defending any claim, and if the City does decide to independently defend a claim, the applicant/property owner shall be responsible for City's attorneys' fees, expenses of litigation, and costs for that independent defense, including the costs of preparing any required administrative record. Applicant/property owner shall submit all documents filed in the Third-Party Action for review and approval of the City Attorney prior to filing of said documents on behalf of the City.

The City may, at any time, require the applicant to reimburse the City for costs that have been, or which the City reasonably anticipates will be, incurred by the City during the course of processing or defending any Third-Party Actions. The City shall provide applicant/property owner with an invoice detailing all reasonable costs incurred. Applicant/property owner shall tender to the City payment-in-full of all reasonable and necessary costs within thirty (30) days from the date upon the invoice. Applicant/property owner shall contact the City within a reasonable time to arrange any extension of the thirty (30) day time period for payment-in-full of the invoiced amount. Applicant/property owner further acknowledges and agrees, failure to timely tender payment-in-full to the City shall be considered a breach and non-compliance with the conditions of approval for the project. Applicant/property owner shall also be required, upon request of the City, to deposit two month's estimated costs anticipated by the City to be incurred, which may be used by the City as a draw down account to maintain a positive balance pending tender of payment by Applicant/property owner as noted herein.

2. **Standard Cultural Resource:** The following cultural resource COA are applicable to all approved applications associated with TSM 22-08.
 - **Prior to and during construction of each phase or individual construction activity** undertaken as part of the project and to mitigate potential impacts to cultural resources, the following steps shall be taken:
 - **Prior to excavation and construction on the project site**, the prime construction contractor and any subcontractor(s) shall be cautioned on the legal and/or regulatory implications of knowingly destroying historic or prehistoric cultural resources or

removing artifacts such as, but not limited to, prehistoric ground stone, projectile points, shell middens, or debitage, human remains, historic materials such as, but not limited to, bottles or cans and other cultural materials from the project site.

Responsibility: Project Applicant, Prime Construction Contractor, Subcontractors

Timing: Prior to excavation and construction

Funding: Project Applicant

- **Prior to any demolition, excavation, or construction**, the project applicant shall identify a qualified archaeologist to be on call if any cultural resources are identified, or if required by the City. The City shall approve the selected archaeologist **prior to issuance of the any permit that includes soil disturbance, if any cultural resources are identified and/or required by the City**. When excavation of greater than four (4') feet is anticipated, a Tribal Monitor may be required.

Responsibility: Project Applicant, City

Timing: Prior to any demolition, excavation or construction.

Funding: Project Applicant

- In the event of a find, reasonable time shall be allowed for the qualified archaeologist to conduct additional subsurface testing, analysis, and reporting, if warranted. During this time, excavation and construction shall not be allowed in the immediate vicinity of the find (within a 50-meter radius, or approximately 164-feet, or within a larger area as determined by the qualified archaeologist). However, activities may continue in other areas of the project site if so, determined by the qualified archaeologist.
- If any find is determined to be significant by the qualified archaeologist, representatives of the project developer or construction contractor and the City, and the qualified archaeologist, shall meet to determine the appropriate course of action.

Responsibility: Project Archaeologist, Project Applicant, Construction Contractor, City

Timing: Prior to any work within a 50-meter radius, or approximately 164-feet, of the find

Funding: Project Applicant

- All cultural materials recovered as part of the testing or monitoring program shall be subject to scientific analysis, professional museum curation, and reporting prepared according to current professional standards. A copy of the report and analysis shall be provided to the California Historical Resources Information System Northwest Information Center for recordation.

Responsibility: Project Archaeologist, City

Timing: After Report and Analyses is completed

Funding: Project Applicant

In accordance with *State CEQA Guidelines*, Section 15064.5 (e)(1)(A)(B), in the event of the discovery or recognition of any human remains on the project site during development, the following steps shall be taken:

- There shall be no further excavation or disturbance of the site or any area reasonably suspected to overlie adjacent human remains until the Monterey County coroner is contacted to determine that no investigation of the cause of death is required. Possible indications of burials could include a layer of shells placed over the burial.
- If the coroner determines the remains to be Native American, then the coroner shall contact the Native American Heritage Commission ("**Commission**") within twenty-four (24) hours. The Commission shall identify the person or persons it believes to be the most likely descendent ("**MLD**") from the deceased Native American. The MLD may then make recommendations to the landowner or the person responsible for the excavation work, for means of treating or disposing of, with appropriate dignity, the human remains and associated grave goods as provided in Public Resources Code Section 5097.98.

Responsibility: Project Contract, Project Applicant, City
Timing: In Event of Discovery or Recognition of any Human Remains
Funding: Project Applicant

- Where the following conditions occur, the landowner or their authorized representative shall rebury the Native American human remains and associated grave goods with appropriate dignity on the property in a location not subject to further disturbance if the:
 - a) Commission is unable to identify an MLD or the MLD failed to make a recommendation within forty-eight (48) hours after being notified by the Commission;
 - b) Descendent identified fails to make a recommendation; or
 - c) Landowner or their authorized representative rejects the recommendation of the descendent, and the mediation by the Commission fails to provide measures acceptable to the landowner.

Responsibility: Project Applicant, NAHC, MLD, City
Timing: After Discovery of Human Remains
Funding: Project Applicant

3. The lot design on the subdivision maps shall be designed in substantial conformance with the TSM 22-08, as appropriate, and as approved by the Planning Commission.
4. The project development shall comply with all CEQA mitigation measures identified in Environmental Assessment 22-13 dated March 22, 2023.
5. The development and operation of the project shall comply with all local, state, and federal codes (including Building and Fire codes) and local development standards.
 - The Developer or Representative shall obtain an Encroachment Permit from the City prior to performing any work within public rights of way.
6. Pursuant to Government Code Section 66454, prior to recording of a final map, annexation of the project site to the City of Yuba City is required through the Sutter County Local Area Formation Commission (Sutter LAFCO).

7. Approval of TSM 22-08 is shall be null and void without annexation of the affected lands into the City's jurisdictional boundary within the timeframe permitted by Yuba City Municipal Code Section 8-2.610.
8. Lot 1, 23, and 24 and along Elmer Avenue shall be constructed with six-foot decorative masonry block wall.
9. To limit visibility, provide privacy and to minimize conflicting views of adjacent properties, the Tentative Map dated January 2022 (filed with the City on August 8, 2022) is restricted as follows:
 - Lots 1 through 8, 22, 23, 24, 25, 26 and 27 are to be restricted to single story construction or any back-facing window sills on the upper floor of a two-story residence are to be a minimum of 6.0 feet above the floor, and additionally, shall not establish second floor balconies facing single-story homes, or as otherwise approved by the Development Services Director.
10. The development and operation of the project shall comply with all local, state, and federal codes (including Building and Fire codes) and local development standards.
 - The Developer or Representative shall obtain an Encroachment Permit from the City prior to performing any work within public rights of way.
11. Storage of construction material is not allowed in the travel way.
12. To help contain fugitive dust, construction sites shall be watered down during the construction phase of the project or as directed by the Public Works Department.
13. Paved streets shall be swept frequently (water sweeper with reclaimed water recommended; wet broom) if soil material has been carried onto adjacent paved, public thoroughfares from the project site.
14. The Developer, at their expense, shall be solely responsible for all quality control associated with the project. The quality control shall include, but is not limited to, the following: survey work, potholing existing utilities, all geotechnical testing, soil reports, concrete testing, asphalt testing, and any other required special testing/inspections. The City will only perform necessary testing to assure compliance.
15. A Subdivision/Improvement Agreement outlining any costs (hot tap, connection fee, fair share contribution, etc.) associated with the development shall be accepted by the City prior to recordation of map, or prior to approval of the Improvement Plans, whichever comes first.
16. The applicant shall be required to pay all applicable fees, including but not limited to, Sutter County, and/or Yuba City determined fees.

PRIOR TO ISSUANCE OF A GRADING PERMIT

17. The improvement plans for the development of the subject property shall include all measures required to ensure that no increased drainage runoff resulting from the development of the property flow onto the adjacent lands or that the development will not impede the drainage from those properties. The rear yards and/or side yards of the lots that are created by this subdivision that are adjacent to existing residential development shall have the same finish grade elevation as those lots within

tolerances as approved by the Public Works Department. If retaining walls are required they shall be constructed of concrete or masonry block.

18. A master grading plan of the subdivision shall be submitted to the Public Works Department as part of the improvement plans.

PRIOR TO APPROVAL OF THE IMPROVEMENT PLANS

19. Fire hydrants shall be included throughout the project as approved by the Yuba City Fire Marshal.

20. Obtain all necessary approvals from City, State, and Federal agencies, utilities and other effected parties that are required for the project including, but not limited to, the preparation of drawings, studies, reports, permit applications, and payment of fees. The Developer shall provide evidence, to the satisfaction of the Public Works Department, that all such obligations have been met.

21. The Developer shall dedicate right-of-way to the City as follows, or as approved by the Public Works Director:

- Tuly Parkway: a total width of 101.0 feet, including a 12.0-foot public utility easement.
- Elmer Avenue: on the **east** side, shall have right-of-way dedicated to a width of 45.5 feet (centerline to back of new 6.0-foot-high block wall), including a 10.0-foot PUE (35.5 feet east of centerline of roadway to back of new 6.0-foot-high block wall).
- Interior residential streets (Bradley Estates Drive, Rumi Street, easterly portion of Ameera Street, and Rohin Court):
 - i. *Detached sidewalk option* -- Right-of-way shall be dedicated to a width of 38.0 feet together with a 19.5-foot PSE behind the right-of-way. A 12.0-foot wide PUE shall be dedicated along the sidewalk with 2.0-foot located underneath the sidewalk along each side of the roadway.
 - ii. *Attached sidewalk option* -- Right-of-way shall be dedicated to a width of 46.0 feet. A 12.0-foot wide PUE shall be dedicated adjacent to the right-of-way with 2.0-foot located underneath the sidewalk along each side of the roadway.
 - iii. *A combination of the attached and detached sidewalk options to provide street trees and meeting City design standards (westerly portion of Ameera Street* -- Right-of-way shall be dedicated to a width of 45.0 feet (back of sidewalk at the north side of Ameera Street to the north property line of APN 17-066-044). A 12.0-foot wide PUE shall be dedicated adjacent to the right-of-way with 2.0-foot located underneath the sidewalk.
- All necessary right of way and easements are to be dedicated with the recordation of the Final Map.

22. The Developer shall construct frontage improvements to City standards as follows, or as approved by the Public Works Director:

- Tuly Parkway:
 - i. 6.0-foot high masonry block wall
 - ii. 12.0-foot wide public utility easement area with landscaping and irrigation
 - iii. 6.0-foot wide sidewalk

- iv. 6.0-foot wide landscaped parkway strip (measured from face of sidewalk to back of curb) with City approved street trees, landscaping, and irrigation
- v. 2.5-foot wide barrier curb and gutter
- vi. 18.0-foot wide asphalt road section
- vii. 12.0-foot wide landscaped median including a 6" barrier curb at the perimeter. The median shall include City-approved street trees, landscaping, and irrigation
- viii. Streetlights
- Elmer Avenue:
 - i. 22.0-foot-wide asphalt road section - centerline of Elmer Road to lip of gutter
 - ii. 2.5-foot wide barrier curb and gutter
 - iii. 6.0-foot wide landscaped parkway strip (measured from back of curb to face of sidewalk) with City approved street trees, landscaping, and irrigation
 - iv. 5.0-foot wide detached sidewalk
 - v. 10.0-foot wide public utility easement adjacent to the sidewalk with landscaping and irrigation
 - vi. 6.0-foot high masonry block wall
 - vii. Streetlights
 - viii. fire hydrants
 - ix. storm drainage facilities
 - x. barricade
 - xi. roadway striping
 - xii. roadway signage
- Interior residential streets (Bradley Estates Drive, Rumi Street, Ameera Street [east of APN 17-066-004], and Rohin Court):
 - i. *Detached sidewalk option* -- Streets shall be designed/constructed to a width of 37.0 feet back of curb to back of curb with parking permitted on both sides. Frontage improvements shall include street section, curb, gutter, 6.0-foot wide landscape parkway strip (measured from back of curb), 4.0-foot wide sidewalk, street trees, and streetlights.
 - 1. The landscape plan for the front yard, including the area between the sidewalk and curb, shall be handled by each individual lot improvement. The irrigation system shall be designed to accommodate the street tree and shall meet the City's Model Water Efficient Landscape Ordinance.
 - 2. The landscaping in the parkway strip is to have a coordinated theme referenced on the public improvement plans, or as approved by the Development Services Director.
 - ii. *Attached sidewalk option* -- Streets shall be designed/constructed to a width of 37.0 feet back of curb to back of curb with parking permitted on both sides. Frontage improvements shall include street section, curb, gutter, a 4.0-foot wide attached sidewalk, and streetlights.
 - 1. Curb bulb-outs (a contained area for the street trees) shall be installed with the following characteristics, or as otherwise determined by the Public Works Director:
 - a. 8.0-feet long by the width of the parking lane
 - b. Spaced between 30-feet and 45-feet apart, alternating sides of the street through the street length
 - c. Shall not be placed over any service laterals
 - d. Detached from the standard curb and gutter adjacent 6" barrier curb to the curb and gutter

- e. Planted with City approved trees prior to the Certificate of Occupancy of the adjacent residence.
 - 2. The landscape plan for the front yard is required and shall be handled by each individual lot improvement.
 - iii. *A combination of the attached and detached sidewalk options to provide street trees and meeting City design standards, or as approved by the Public Works Director.*
 - o Interior residential street (Ameera Street [north of APN 17-066-004], north to south):
 - i. 4.0-foot sidewalk
 - ii. 6.0-foot wide landscaped parkway strip (measured from face of sidewalk to back of curb) with City approved street trees, landscaping, and irrigation
 - iii. 2.5-foot wide rolled curb and gutter
 - iv. 26.0-foot wide asphalt road section
 - v. 2.5-foot wide barrier curb and gutter
 - vi. 4.0-foot wide landscaped strip (measured from back of curb to north property line of 17-066-004) with City approved street trees, landscaping, and irrigation
23. Road work on Tuly Parkway shall be constructed prior to the issuance of the first certificate of occupancy, up to and including the following, or as otherwise determined by the Public Works Director:
- a) The existing storm drain main and water main shall be extended in Tuly Parkway south of Bradley Estates Drive to the south property line of the proposed subdivision.
 - b) South of Bradley Estates Drive, the pavement shall stop at the existing street barricades, unless otherwise determined by the Public Works Director.
 - c) An off-site transition of the paved roadway, curb, gutter, sidewalk and striping/pavement markings shall be constructed from the north property line of the proposed subdivision to, at a minimum, Nick Ct (Valencia Estates). The Developer shall receive fee credits for this off-site work as determined by the Public Works Director.
 - d) Provisions for northbound and southbound left turn pockets, from Tuly Parkway to Bradley Estates Drive shall be incorporated in the design of the landscaped median. The stacking portion of the left turn pocket shall be a minimum of 65.0 feet, or as otherwise determined by the Public Works Director. Pavement delineation at the turn pockets shall be part of the improvements.
24. Road work on Elmer Avenue shall be constructed prior to the issuance of the first certificate of occupancy, up to and including the following, or as otherwise determined by the Public Works Director:
- a) North of Ameera Street, Elmer Avenue shall have a full street section constructed, unless otherwise determined by the Public Works Director. There shall be a “stepped” block wall installed along the west property line of Lot 1 (as said Lot 1 is shown on the Tentative Map 22-08, dated January 2022). A street barricade shall be installed at the north end of the paved shoulder.
 - b) A street light shall be installed at the intersection of Ameera Street and Elmer Avenue.

- c) Adjacent to APN 17-066-004, the road section width and specifications can be modified as approved by the Public Works Director to facilitate construction within the existing right of way. The sidewalk can be attached and there shall be no requirement for a PUE, street trees, street lights, or landscaped parkway strip.
 - d) Between the north side of the walkway at Rohin Court and APN 17-066-004, Elmer Avenue shall have a full street section constructed, unless otherwise determined by the Public Works Director.
 - e) The construction of the street section on Elmer Avenue, between the south side of the walkway at Rohin Court and the westerly prolongation of the southerly property line of the proposed subdivision, may be deferred, unless otherwise determined by the Public Works Director.
25. An access point through the block wall, between Rohin Court and Elmer Avenue shall be provided and have the following design characteristics:
- a) The distance between the pilasters (at the ends of the masonry block walls) shall be wide enough to allow emergency vehicle access.
 - b) A concrete walkway not less than 6.0 feet wide shall be provided.
 - c) The area shall be illuminated with a decorative light, unless a street light is nearby, and/or as approved by the Public Works Director.
 - d) A fold down/hinged bollard shall be placed in the walkway to prevent vehicular access. The walkway shall be widened at the bollard, as necessary to comply with safety requirements, as approved by the Public Works Director.
26. The Developer shall comply with all City requirements related to drainage, including design, construction, and payment of fees in accordance with the Northwest Drainage Study. Any modifications and/or required updates shall require a submittal of a drainage plan for any drainage improvements for the proposed development. A drainage analysis, along with calculations, shall be submitted to the City Engineer for approval. The analysis shall include, but is not limited to:
- a. Grading and drainage plan showing the proposed drainage conveyance and storage system.
 - b. Supporting calculations demonstrating adequacy of conveyance capacity and storage volume. The calculation analysis shall meet the requirements of the Yuba City Basin Drainage Study.
 - c. Storm Drain Collection Systems- For the design of all pipeline conveyance facilities, the Hydraulic Grade Line (HGL) shall be maintained a minimum of one foot below the gutter flow line of all drain inlets and at least one foot below all maintenance hole rims during a 10-year, 24-hour storm event. The storm drain minimum pipe size shall be 12 inches. The minimum velocity shall be 2 fps.
 - d. Street Flow- The street system shall be designed to convey the 100-year, 24-hour runoff while maintaining a water surface at least 1 foot below the adjacent building pad elevations (or alternatively, the building pad elevations shall be at least 1 foot above the 100-year water level). The grading plan shall ensure that the 100-year, 24-hour runoff can be conveyed through the development and to the receiving drainage facility.
 - e. Drainage systems (pipes and street systems) shall be designed to accommodate the runoff from the ultimate development of the entire upstream watershed.

- f. Detention Basins - A 100-year, 24-hour storm shall be used for sizing any detention basin(s) included in the approved drainage plan detention storage facilities. The detention basin release rate from any such detention basin(s) during a 100-year, 24-hour storm after development must be equal to or lower than the runoff rate from the detention basin's tributary area before development. The Developer can provide a drainage study addressing storm water mitigation through onsite storage (Phase 2 State Water Resources Control Plan – 80% of two-year storm), perforated pipes, and oversizing storm drainage pipes upon approval of the Public Works Director to eliminate need for a detention pond.
 - g. The Drainage Study shall be completed and stamped by a Professional Engineer and determined by the City Engineer and/or the Sutter County Water Agency Engineer to be comprehensive, accurate, and adequate.
- 27. Only one detention pond and/or water quality basin shall be utilized if required to meet stormwater requirements throughout the entire subdivision. Mechanical water quality devices and/or oversized pipes are preferred. Should a basin be necessary it is to include, but not be limited to a vehicle pull out area, solid masonry wall adjacent to residential, decorative perimeter fencing with accessible sized gate, landscaping, and access to the inlet and outlet in the basin as approved by the Public Works Director. Maintenance costs associated with the basin and/or mechanical water quality device(s) are to be included in the applicable Lighting and Landscape Maintenance District.
- 28. The development shall comply with Yuba City's stormwater requirements and Post-Construction Standards Plan. The Post Construction information can be found here: https://www.yubacity.net/city_hall/departments/public_works/engineering/stormwater_r_management
- 29. All development shall be designed to local, state, and federal flood standards.
- 30. The proposed waterline that is part of this subdivision shall loop through the subdivision and through Elmer Avenue with provisions for future north and south extensions in Elmer Avenue. The proposed main that is to be constructed in Elmer Avenue shall be a 12" main as outlined in the Water Treatment Plant and Distribution System Master Plan dated January 2019.
- 31. The structural section of all road improvements shall be designed using the Caltrans empirical R-value method. A geotechnical investigation shall determine the R-value of the existing soil in accordance with the Caltrans Highway Design Manual. The structural section shall be designed to the following standards:
 - a. Use 3" minimum for residential, 4" minimum for collectors and 6" minimum for arterials, of 'Type A' asphaltic concrete over Class 2 aggregate base (the thickness of the base shall be designed to the R-value of the soil)
 - b. Use a traffic index of 6 for residential streets
 - c. Use a traffic index of 7 for collector streets
 - d. Use a traffic index of 10 for arterial streets

A copy of the geotechnical investigation, including R-value determination, test locations and structural section calculations, shall be submitted with the first improvement plan check.

32. Striping, pavement markings and traffic signage shall be provided on all streets as necessary and as required by the Public Works Department. Signage restricting parking and red painted curbing shall be installed where appropriate. Speed limit signs shall be installed at locations determined by the Public Works Department. All required speed limit signs shall be shown on the Improvement Plans.
33. The street trees and street lighting are public improvements which shall meet the Parks Division Planting Standards and City Standard Details and be included in the Improvement Plans and Specifications for the subdivision when the improvement plans are submitted for the first improvement plan check.
34. The Improvement Plans shall show provisions for the placement of centralized mail delivery units in the PUE. Developer shall provide a concrete base for placement of the centralized mail delivery unit. Specifications and location of such base shall be determined pursuant to the applicable requirements of the Postal Service and the City Public Works Department, with due consideration for street light location, traffic safety, security and consumer convenience.
35. Required Improvement Plan Notes:
- a. "Any excess materials shall be considered the property of the contractor/owner and shall be disposed of away from the job site in accordance with applicable local, state and federal regulations."
 - b. "During construction, the Contractor shall be responsible for controlling noise, odors, dust and debris to minimize impacts on surrounding properties and roadways. The Contractor shall be responsible for all construction equipment to be equipped with manufacturers approved muffler baffles. Failure to do so may result in the issuance of an order to stop work."
 - c. "If any hazardous waste is encountered during the construction of this project, all work shall be immediately stopped and the Sutter County Environmental Health Department, the Fire Department, the Police Department, and the City Inspector shall be notified immediately. Work shall not proceed until clearance has been issued by all of these agencies."
 - d. "The Contractor(s) shall be required to maintain traffic flow on affected roadways during non-working hours, and to minimize traffic restriction during construction. The Contractor shall be required to follow traffic safety measures in accordance with the "California Manual of Uniform Traffic Control Devices, latest edition." The City of Yuba City emergency service providers shall be notified, at least two working days in advance, of proposed construction scheduled by the contractor(s)."
 - e. "Soil shall not be treated with lime or other cementitious material without prior express permission by the Public Works Department."
 - f. "Where an excavation for a trench and/or structure is five (5) feet deep or more, the contractor shall conform to O.S.H.A. requirements. The contractor shall provide a copy of the approved O.S.H.A. permit, and shoring details and calculations prepared by California licensed structural engineer to the Public Works Department, prior to beginning construction."
 - g. "Should any field conditions, conflicts, errors, and/or omissions be overlooked during the design review process, or during construction of the development, then any additional work identified during construction shall be implemented by the Developer at the Developer's expense."

36. In addition to the street lights provided on the interior streets, street lights shall be installed along the west side of Tuly Parkway, the length of the proposed development. Where there are existing lights on the opposite side of Tuly Parkway, the new light locations should be staggered between them.

PRIOR TO ACCEPTANCE OF THE PUBLIC IMPROVEMENTS

37. All existing structures, well(s), septic tank(s), and service lines shall be destroyed in accordance with the requirements of the Sutter County Environmental Health and Yuba City Building Departments, respectively. Connections shall be made to public sewer and water. The Developer shall pay all applicable fees.
38. Prior to backfilling, the Developer shall vacuum test all manholes to ensure no leakage will occur.
39. Prior to final paving, the Developer shall hydroflush, and televise, all storm drain mains and all sewer mains. In addition, prior to the City's acceptance of the subdivision improvements, and at the Public Works Department's discretion, the storm sewer and sewer mains shall be re-hydroflushed.
40. Prior to final paving, the Developer shall televise all sewer laterals. If any debris, dirt, and/or material is found in the lateral, then the Developer shall clean it at his expense, to the satisfaction of the Public Works Director.
41. The contractor shall maintain record drawings of the improvements and keep them on site at all times. When the project is complete, the contractor shall deliver a marked set of plans to the Engineer of Record. The Engineer of Record shall update the improvement plans with the record information. Once the changes have been added to the plans, the Engineer of Record shall submit both an electronic copy (Civil 3D version 2017 or newer) and a hard copy to the City. The City will not accept the completion of the improvements until the electronic copy and hard copy have been submitted.
42. Public improvements shall be designed and constructed in accordance with City Standards, including current Water / Wastewater Master Plans and Specific Plan documents, or as approved by the Public Works Director. Costs are to be determined and reflected in the Subdivision Agreement.
43. The existing utility poles, and associated overhead utility improvements, within the project boundaries shall be undergrounded to facilitate power and communications service to APN 17-066-004. The development shall be serviced with underground utilities; no overhead utilities will be allowed.

PRIOR TO FINAL MAP RECORDATION

44. The development shall pay for operations and/or maintenance for police, fire, parks, drainage, and ongoing street maintenance costs. This condition may be satisfied through participation in a Mello-Roos CFD, by payment of cash in an amount agreed to by the City, by another secure funding mechanism acceptable to the City, or by some combination of those mechanisms. The City shall be reimbursed actual costs associated with the formation of, or annexation to, the district. The property shall annex in to an existing CFD.

45. The property shall petition for formation of a Zone of Benefit of the Yuba City Lighting and Landscaping Maintenance District for the purpose of maintaining; street trees which are to be planted along all streets, street lights, fencing, block walls, barricades, and any detention / water quality basin(s) or devices. The Engineering Division shall be reimbursed actual costs associated with the formation of the district.
46. The existing properties within the proposed subdivision are part of the Northwest Yuba City Drainage Area Master Drainage Plan and are subject to its proportional share of drainage improvement fees as outlined in said Plan. Current fees are calculated per acre and indexed to a current value that is in effect at the time the Subdivision/Improvement Agreement is executed.
47. Should a detention pond or water quality basin be utilized, the basin parcel(s) shall be dedicated to the City of Yuba City as determined by the Public Works Director.
48. All public street lighting shall be dedicated to the City of Yuba City.

PRIOR TO ISSUANCE OF A BUILDING PERMIT

49. The Developer's Superintendent/Representative shall submit three (3) sets of Pacific Gas and Electric approved utility plans showing joint trench locations and distribution lines prior to issuance of first building permit.
50. The West Yuba City Sewer Trunk Line fees, as stated in the City of Yuba City Fee Schedule, shall be paid. The fee value to be used is the value in effect at the time a building permit is issued for any particular parcel.

PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY

51. The curb, gutter, sidewalk, and lot drainage shall be inspected and approved by the City. Any curb, gutter and sidewalk which is not in accord with City standards or is damaged before or during construction, shall be replaced. All sidewalks along the City right-of-way shall be free of any non-control joint cracking. In addition, any concrete with cracks, chips, blemishes, and spalling greater than an inch in diameter shall be replaced from control joint to control joint.
52. All street lighting shall be constructed per the Improvement Plans and energized prior to the issuance of any certificate of occupancy or as approved by the Development Services Director.
53. Prior to issuance of any certificate of occupancy, all underground utilities, public improvements, and site improvements, including rough grading, shall be completed in accordance with City requirements.

MITIGATION MEASURES

Impact	Mitigation Measure	Responsible Party	Monitoring Party	Timing
3.7 Geology and Soils	Paleontological Mitigation Measure 1: This Mitigation Measure shall be placed as a note on the Demolition and	Developer	Developer, Public Works Dept., Development	During grading phase

	Grading Plans. If paleontological resources are found, the construction manager shall halt all activity and immediately contact the Development Services Department at 530-822-4700. Mitigation shall be conducted as follows: 1. Identify and evaluate paleontological resources by intense field survey where impacts are considered high; 2. Assess effects on identified sites; 3. Consult with the institutional/academic paleontologists conducting research investigations within the geological formations that are slated to be impacted; 4. Obtain comments from the researchers; 5. Comply with researchers' recommendations to address any significant adverse effects were determined by the City to be feasible. In considering any suggested mitigation proposed by the consulting paleontologist, the City's Community Development Department Staff shall determine whether avoidance is necessary and feasible in light of factors such as the nature of the find, project design, costs, Specific or General Plan policies and land use assumptions, and other considerations. If avoidance		Services Dept.	
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	is unnecessary or infeasible, other appropriate measures (e.g., data recovery) shall be instituted. Work may proceed on other parts of the project site while mitigation for paleontological resources is carried out.			
3.8. Greenhouse Gases	Greenhouse Gas Mitigation 1: The site grading and construction of the self-storage facility shall comply with the GHG Reduction Measures provided in the adopted Yuba City Resource Efficiency Plan.	Developer	Development Services Dept.	Prior to issuance of building permits.
3.18. Tribal Cultural Resources	TCR 1 If potential tribal cultural resources (TCRs) are discovered during ground disturbing construction activities, all work shall cease within 100 feet of the find (or an appropriate distance based on the apparent distribution of the TCR). A qualified cultural resources specialist meeting the <i>Secretary of Interior's Professional Qualifications Standards for Archaeology</i> , as well as Native American Representatives from traditionally and culturally affiliated Native American Tribes that have engaged in consultation for the project will be invited to assess the significance of the find and make recommendations for further evaluation and treatment as necessary. Culturally appropriate treatment may include, but is not limited to, processing materials for reburial, minimizing handling of cultural objects, leaving objects in place within the landscape, or returning	Developer	Developer, Public Works Dept., Development Services Dept.	During construction phase

	objects to a location within the project area where they will not be subject to future impacts. The United Auburn Indian Community of the Auburn Rancheria (Tribe) does not consider curation of TCR's to be appropriate or respectful and request that materials not be permanently curated, unless requested by the Tribe. The types of treatment preferred by UAIC that protects, preserves, or restores the integrity of a TCR may include Tribal Monitoring, or recovery of cultural objects, and reburial of cultural objects or cultural soil that is done in a culturally appropriate manner. Recommendations of the treatment of a TCR will be documented in the project record. For any recommendations made by traditionally and culturally affiliated Native American Tribes that are not implemented, a justification for why the recommendation was not followed will be provided in the project record. If articulated or disarticulated human remains are discovered during ground disturbing construction activities or ground disturbing activities, all work shall cease within 100 feet of the find, and the provisions provided in the Health and Safety Code Section 7054 shall apply. If the remains are determined by the County Coroner to be human and that of a Native American, then Public Resources Code 5097.98, 5097.99, 5097.991, and			
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	compliance with the provisions of CEQA Guidelines Section 15064.5(e)(1) and (2) shall be implemented.			
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ATTACHMENT 4



Environmental Assessment 22-13 For Thiara Estates Subdivision

Initial Study and Mitigated Negative Declaration for Tentative Subdivision Map (TSM) 22-08 and Rezone (RZ) 22-07

Prepared for:

City of Yuba City
1201 Civic Center Blvd.
Yuba City, CA 95993

Prepared By:

Denis Cook
Land Use Planning Consultant

and

City of Yuba City
Development Services Department
Planning Division

March 2023

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CITY OF YUBA CITY

Development Services Department
Planning Division

1201 Civic Center Blvd. Yuba City, CA 95993 Phone (530) 822-4700

1. Introduction

1.1. Introduction

This Initial Study/Mitigated Negative Declaration (IS/MND) has been prepared to identify any potential environmental impacts in the City of Yuba City, California (City) from the proposed Thiara Estates Tentative Subdivision Map (TSM) 22-08 and Pre-annexation Rezoning (RZ) 22-07 (Project).

TSM 22-08 is a proposed 34 single-family residential lot subdivision located on approximately 8.19 acres. The proposed lot sizes range in size from 6,457 square feet up to 9,834 square feet. The gross density of the project is approximately 4.3 residences per acre. The subdivision will connect to Tuly Parkway on the east and Elmer Avenue on the west, providing a direct linkage between those roadways. An existing single-family residence will be removed as part of the project.

RZ 22-07 is a request to remove the X20 Combining Zone District from the existing R-1 X20 pre-annexation zoning from this same property. The X20 District provides 12 specific development criteria to this and neighboring properties that must be met in order to develop. Nine of the criteria have since been incorporated into City ordinance, practices, or procedures making them un-necessary today. There are three criteria that are not typically applied by the City to projects but would affect the Project if left intact. These include:

- A requirement that a Development Agreement between the developer and the City be approved as part of any project;
- A residential project must provide an affordable housing component (to be negotiated as part of the Development Agreement); and
- The minimum lot size is one-acre (which would otherwise be 5,000 square feet for the R-1 Zone District).

The resulting pre-annexation zoning will be R-1.

The subject property is currently in an unincorporated area of Sutter County. If this proposal is approved by the City, the Project will not be triggered until the annexation into the City is completed. In the future, LAFCo will consider an application to annex this property to the City. As such LAFCo will likely utilize this environmental document for its review.

This subdivision is considered a project under the California Environmental Quality Act (CEQA), as the City has discretionary authority over the Project, with public review and consideration by the City of Yuba City Planning Commission and the City Council.

This IS/MND has been prepared in conformance with CEQA Guidelines Section 15070. The purpose of the IS/MND is to determine the potential significant impacts associated with the tentative subdivision map and provide an environmental assessment for consideration by the Planning Commission. In addition,

this document is intended to provide the basis for input from public agencies, organizations, and interested members of the public.

1.2. Regulatory Information

An Initial Study (IS) is an environmental assessment document prepared by a lead agency to determine if a project may have a significant effect on the environment. In accordance with the California Code of Regulations Title 14 (Chapter 3, §15000 et seq.), commonly referred to as the CEQA Guidelines - Section 15064(a)(1) states an environmental impact report (EIR) must be prepared if there is substantial evidence in light of the whole record that the proposed project under review may have a significant effect on the environment and should be further analyzed to determine mitigation measures or project alternatives that might avoid or reduce project impacts to less than significant. A negative declaration may be prepared instead; if the lead agency finds that there is no substantial evidence, in light of the whole record that the project may have a significant effect on the environment. A negative declaration is a written statement describing the reasons why a proposed project, not exempt from CEQA pursuant to §15300 et seq. of Article 19 of the Guidelines, would not have a significant effect on the environment and, therefore, why it would not require the preparation of an EIR (CEQA Guidelines Section 15371). According to CEQA Guidelines Section 15070, a negative declaration shall be prepared for a project subject to CEQA when either:

- A. The IS shows there is no substantial evidence, in light of the whole record before the agency, that the proposed Project may have a significant effect on the environment, or
- B. The IS identified potentially significant effects, but:
 - a. Revisions in the Project plans or proposals made by or agreed to by the applicant before the proposed negative declaration and initial study is released for public review would avoid the effects or mitigate the effects to a point where clearly no significant effects would occur is prepared, and
 - b. There is no substantial evidence, in light of the whole record before the agency, that the proposed Project as revised may have a significant effect on the environment. If revisions are adopted by the Lead Agency into the proposed Project in accordance with the CEQA Guidelines Section 15070(b), a Mitigated Negative Declaration (MND) is prepared.

1.3. Document Format

This IS/MND contains four chapters, and one technical appendix. Chapter 1, Introduction, provides an overview of the proposed Project and the CEQA environmental documentation process. Chapter 2, Project Description, provides a detailed description of proposed Project objectives and components. Chapter 3, Impact Analysis, presents the CEQA checklist and environmental analysis for all impact areas, mandatory findings of significance, and feasible measures. If the proposed Project does not have the potential to significantly impact a given issue area, the relevant section provides a brief discussion of the reasons why no impacts are expected. If the proposed Project could have a potentially significant impact on a resource, the issue area discussion provides a description of potential impacts, and appropriate mitigation measures and/or permit requirements that would reduce those impacts to a less than significant level. Chapter 4, List of Preparers, provides a list of key personnel involved in the preparation of the IS/MND.

1.4. Purpose of Document

The proposed subdivision and rezoning will undergo a public review process by the Planning Commission that will make a recommendation to the City Council for a decision. If approved as proposed, the project will result in annexation of the land to Yuba City and construction of 34 single-family residences. The Planning Commission and City Council review is needed to assure that the Project will be compatible with existing or expected neighboring uses and that adequate public facilities are available to serve the Project.

This document has been prepared to satisfy the California Environmental Quality Act (CEQA) (Pub. Res. Code, Section 21000 et seq.) and the State CEQA Guidelines (Title 14 CCR §15000 et seq.). CEQA requires that all state and local government agencies consider the environmental consequences of projects over which they have discretionary authority before acting on those projects.

The initial study is a public document used by the decision-making lead agency to determine whether a project may have a significant effect on the environment. If the lead agency finds substantial evidence that any aspect of the project, either individually or cumulatively, may have a significant effect on the environment, regardless of whether the overall effect of the project is adverse or beneficial, the lead agency is required to use a previously prepared EIR and supplement that EIR, or prepare a subsequent EIR to analyze at hand. If the agency finds no substantial evidence that the project or any of its aspects may cause a significant effect on the environment, a negative declaration shall be prepared. If in the course of the analysis, it is recognized that the project may have a significant impact on the environment, but that with specific recommended mitigation measures incorporated into the project, these impacts shall be reduced to less than significant, a mitigated negative declaration shall be prepared.

In reviewing all of the available information for the above referenced project, the City of Yuba City Planning Division has analyzed the potential environmental impacts created by this Project and a mitigated negative declaration has been prepared for this Project.

1.5. Intended Uses of this Document

In accordance with CEQA, a good-faith effort has been made during preparation of this IS/MND to contact affected public agencies, organizations, and persons who may have an interest in the proposed project. In reviewing the Draft IS/MND, affected and interested parties should focus on the sufficiency of the document in identifying and analyzing the possible impacts on the environment and ways in which the effects of the proposed project would be avoided or mitigated.

The Draft IS/ND and associated appendices will be available for review on the City of Yuba City website at www.yubacity.net/environmental. The Draft IS/MND and associated appendixes also will be available for review during regular business hours at the City of Yuba City Development Services Department (1201 Civic Center Boulevard, Yuba City, California 95993). The 20-day review period will commence on March 2, 2023 and end on March 22, 2023 at the conclusion of the Planning Commission hearing.

Written comments on the Draft IS/MND should be sent to the following address:

City of Yuba City
Development Services Department
1201 Civic Center Boulevard
Yuba City, CA 95993
e-mail: developmentservices@yubacity.net
Phone: 530.822.4700

2. Project Description

2.1. Project Title

Tentative Subdivision Map 22-08: Thiara Estates Subdivision, and Pre-annexation Rezoning 22-07.

2.2. Lead Agency Name and Address

City of Yuba City
Development Services Department, Planning Division
1201 Civic Center Blvd.
Yuba City, CA 95993

2.3. Contact Person and Phone Number

Doug Libby, AICP
Deputy Director of Development Services
(530) 822-3231
developmentservices@yubacity.net

2.4. Project Location

The 8.19-acre property is located on the west side of Tuly Parkway across from Bradley Estates Drive. Assessor's Parcel Numbers 17-066-003, -005, and -021.

2.5 Project Applicant

Sarbjit Thiara Jr.
2599 Reed Road
Yuba City, CA 95993

2.5. Property Owner

Sarbjit Thiara Jr.
2599 Reed Road
Yuba City, CA 95993

2.6. General Plan Designation

The site is designated Low Density Residential (LDR). The LDR designation allows a residential density ranging between 2 and 8 residences per acre. As proposed, the Project will have a density of approximately 4.3 residences per acre.

2.7. Zoning

Existing

One-Family Residential Zone District Combined with an X₂₀ Combining Zone District (R-1X₂₀). The requirements of the X₂₀ District are:

The pre-annexation zoning of the Property is approved subject to the following conditions. These conditions shall only apply to divisions of land requiring a subdivision map or to any multi-family development of five residences or more.

1. Prior to the approval of any subdivision map for said Property, or prior to any multi-family development of five residences or more of said Property, a Development Agreement must be entered into with the City. At a minimum, the Development Agreement shall address conditions of development and the financing of roads, parks, public facilities, sewer, water, drainage, and surrounding infrastructure as established in the General Plan. The approval of said pre-annexation zoning in no way obligates the City to enter into a Development Agreement. The City shall have complete discretion whether to approve a Development Agreement and in approving the terms and conditions of the Development Agreement.
2. Prior to the City finalizing a Development Agreement, the developer of the Property shall provide written documentation from the affected school district that the developer has satisfied said school district's requirements for school infrastructure. This would generally apply to any developments over 4 residential units. The School District would expect, at a minimum, that all residential developments enter into a Mello Roos District and that depending on the size of development, land dedication and school development may be an alternative, subject to negotiation with the District.
3. Drainage plans shall be provided for all subdivisions of land within the Property and shall comply with the City and County's master drainage plans.
4. All residential subdivisions within the Property shall include an affordable housing component that meets the minimum production standard of affordable housing outlined in the regional compact with SACOG adopted by the City of Yuba City in November 2004. There are a variety of options of how best to meet the affordable housing requirement. These options would be subject to negotiations between the City and developer and shall be part of the Development Agreement.
5. All residential subdivisions within the Property shall meet the minimum standards for residential design as established by the City Council.
6. Sewer and water fees, including connection fees and the installation of major trunk lines from both plants, shall be incorporated into the cost of development and shall be part of the Development Agreement.
7. Development within the Property shall be required to pay its fair share of major roadwork as part of the development and, may require construction of collector and arterial roads that will adequately address infrastructure concurrent with the proposed development. This will be negotiated as part of the Development Agreement.
8. Payment of impact fees, which incorporate the public improvements necessary to implement the General Plan, shall be required and will be part of the Development Agreement. These fees will be

estimates and final payment will be based on a formally adopted impact fee study approved by the City Council. In addition to the park impact fee, the Quimby Act shall also apply.

9. Payment of a fee to address levee improvements and potential flood issues shall be required as part of the Development Agreement.
10. Any development within the Property shall require the Property entering into a Community Facilities District to assist in funding police, fire and park maintenance.
11. Any development within the Property shall address the community design policies in the General Plan including walkable, livable concepts and address the village concept as provided for in the General Plan.
12. The minimum lot size for the lots shown as R-1X20 shall be one acre as shown on Exhibit A.

Proposed

One-Family Residential (R-1) Zone District.

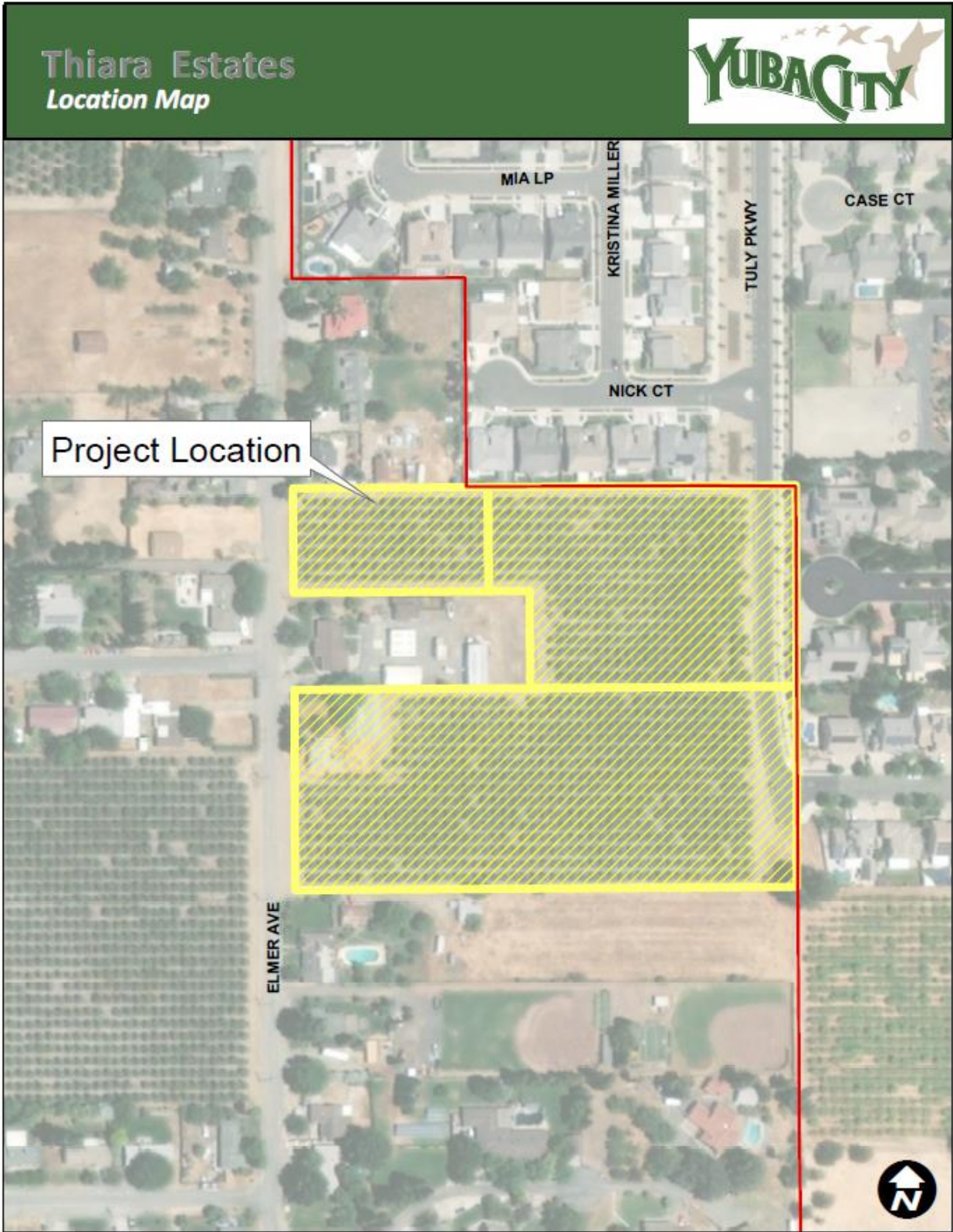
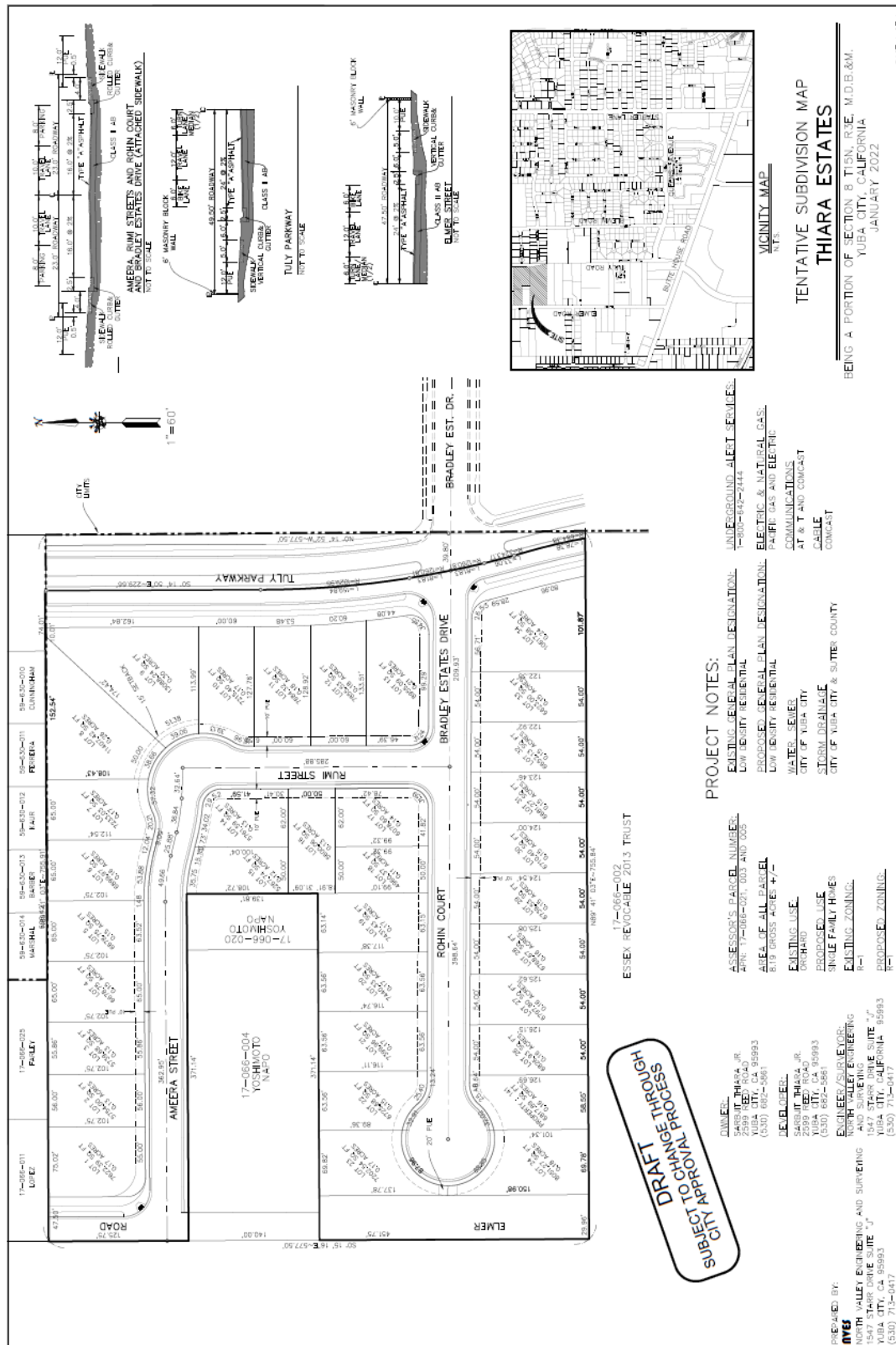


Figure 1: Location Map



2.9 Project Description

This is a request to approve Thiara Estates Tentative Subdivision Map (TSM) 22-08 and Pre-annexation Rezoning (RZ) 22-07 (Project).

TSM 22-08 is a proposed 34 single-family residential lot subdivision located on approximately 8.19 acres. The proposed lot sizes range in size from 6,457 square feet up to 9,834 square feet. The gross density of the project is approximately 4.3 residences per acre. The subdivision will connect to Tuly Parkway on the east and Elmer Avenue on the west. An existing single-family residence will be removed as part of the project.

RZ 22-08 is a request to remove the X20 Combining Zone District from the existing R-1 X20 pre-annexation zoning from this property. The X20 District provides specific development criteria to this and neighboring properties. The X20 provides 12 development related criteria that must be met in order to develop the property (a copy of that criteria is attached to this staff report). Nine of the criteria have since been incorporated into ordinance, practices, or procedures making them un-needed today. There are three criteria that are not practiced today but would affect the project if left intact. These include:

- A requirement that a Development Agreement between the developer and the City be approved as part of any project;
- The project must provide an affordable housing component (to be negotiated as part of the Development Agreement); and
- The minimum lot size is one-acre (vs 5,000 square feet for the R-1 District).

The resulting pre-annexation zoning will be R-1.

The subject property is currently in an unincorporated area of Sutter County. If this proposal is approved by the City, the project will not be triggered until the annexation into the City is also completed by LAFCo. LAFCo has a pending application to consider that item upon approval of this proposal by the City.

2.10 Surrounding Land Uses and Setting

Setting: The site, located in northwest Yuba City, is currently utilized for an orchard. It is located in an area that is generally transitioning from agricultural (orchard) uses to residential subdivisions.

Table 1: Bordering Uses	
North:	Single-family residences.
South:	Estate sized single-family residence.
East:	Tuly Parkway and single-family residences across the parkway.
West:	Estate sized single-family residences and orchard.

2.11 Other Public Agencies Whose Approval May be Required

- Feather River Air Quality Management District, Dust Control Plan, Indirect Source Review.

- Central Valley Regional Water Quality Control Board.

2.12. Have California Native American tribes traditionally and culturally affiliated with the project area requested consultation pursuant to Public Resources Code section 21080.3.1? If so, is there a plan for consultation that includes, for example, the determination of significance of impacts to tribal cultural resources, procedures regarding confidentiality, etc.?

All geographically relevant Native American tribes were timely notified of the Project, and consultation was not requested.

2.13 Environmental Factors Potentially Affected:

The environmental factors checked below would be potentially affected by this project, as indicated by the checklist and subsequent discussion on the following pages.

	Aesthetics		Agriculture & Forestry Resources		Air Quality
	Biological Resources	X	Cultural Resources		Energy
X	Geology/Soils	X	Greenhouse Gas Emissions		Hazard & Hazardous Materials
	Hydrology/Water Quality		Land Use Planning		Mineral Resources
	Noise		Population/Housing		Public Services
	Recreation		Transportation	X	Tribal Cultural Resources
	Utilities/Service Systems		Wildfire		Mandatory Findings of Significance

Determination: On the basis of this initial evaluation:

- ☐ I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
- ☒ I find that, although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.
- ☐ I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
- ☐ I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect (1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and (2) has been addressed by mitigation measures based on the earlier analysis as

described on the attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.

- ☐ I find that, although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

Doug Libby
Doug Libby, Deputy Director of Development Services

March 2, 2023

2.8. Evaluation of Environmental Impacts:

A brief explanation is required for all answers except “No Impact” answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A “No Impact” answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A “No Impact” answer should be explained where it is based on project-specific factors as well as general standards (e.g., the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).

All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.

Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. “Potentially Significant Impact” is appropriate if there is substantial evidence that an effect may be significant. If there are one or more “Potentially Significant Impact” entries when the determination is made, an EIR is required.

“Negative Declaration: Less Than Significant With Mitigation Incorporated” applies where the incorporation of mitigation measures has reduced an effect from “Potentially Significant Impact” to a “Less Than Significant Impact.” The lead agency must describe the mitigation measures and briefly explain how they reduce the effect to a less than significant level (mitigation measures from “Earlier Analysis,” as described below, may be cross referenced). A Mitigated Negative Declaration also requires preparation and adoption of a Mitigation Monitoring and Reporting Program (MMRP)

Earlier analysis may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. In this case, a brief discussion should identify the following:

Earlier Analysis Used. Identify and state where they are available for review.

Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.

Mitigation Measures. For effects that are “Less than Significant with Mitigation Measures Incorporated,” describe the mitigation measures that were incorporated or refined from the earlier document and the extent to which they addressed site-specific conditions for the project.

Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts. Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.

Supporting Information Sources: A source list should be attached, and other sources used, or individuals contacted should be cited in the discussion.

3. Environmental Checklist and Impact Evaluation

The following section presents the initial study checklist recommended by the California Environmental Quality Act (CEQA; Appendix G) to determine potential impacts of a project. Explanations of all answers are provided following each question, as necessary.

3.1. Aesthetics

Table 3-1: Aesthetics				
Except as provided in Public Resources Code Section 21099, would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Have a substantial adverse effect on a scenic vista?			X	
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?				X
c) In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?			X	
d) Create a new source of substantial light or glare, which would adversely affect day or nighttime views in the area?			X	

3.1.1. Environmental Setting/Affected Environment

Background views are generally considered to be long-range views in excess of 3 to 5 miles from a vantage point. Background views surrounding the project site are limited due to the flat nature of the site and the surrounding urban landscape. Overall, the vast majority of Sutter County is relatively flat, with the Sutter Buttes being the exception. The Sutter Buttes, located several miles northwest of the project site, are visibly prominent throughout Yuba City and Sutter County. The Sutter Buttes comprise the long-range views to the northwest and are visible from the much of the City, except in areas where trees or intervening structures block views of the mountain range.

The City's General Plan, more specifically the Community Design Element "establishes policies to ensure the creation of public and private improvements that will maintain and enhance the image, livability, and aesthetics of Yuba City in the years to come."

The following principles and policies are applicable:

- Maintain the identity of Yuba City as a small-town community, commercial hub, and residential community, surrounded by agricultural land and convey, through land uses and design amenities, Yuba City's character and place in the Sacramento Valley.

- Recognizing the livability and beauty of peer communities with highly designed visual landscapes, commit to a focus on the visual landscape of Yuba City.
- Maintain, develop, and enhance connections between existing and planned neighborhoods.
- Create and build upon a structured open space and parks network, centered on two large urban parks and the Feather River Corridor.
- Strive for lush, landscaped public areas marked by extensive tree plantings.
- Design commercial and industrial centers to be visually appealing, to serve both pedestrians and automobiles, and to integrate into the adjacent urban fabric.

In addition to the City's General Plan, the City provides Design Guidelines. The goal of the City's design guidelines is to ensure the highest quality of building design: designs that are aesthetically pleasing; designs that are compatible with the surroundings in terms of scale, mass, detailing, and building patterns; designs that accommodate the pedestrian, automobile, bicycle, and transit circulation; and designs that consider public safety, public interaction, and historic resources. However, the Design Guidelines do not apply to single-family residences.

3.1.2. Federal Regulatory Setting

Federal regulations relating to aesthetics include: Organic Administration Act (1897), Multiple Use – Sustained Yield Act (1960), Wilderness Act (1964), Federal Lands Policy and Management Act (1976), Wild and Scenic Rivers Act. The proposed Project is not subject to these regulations since there are no federally designated lands or rivers in the vicinity.

3.1.3. State Regulatory Setting

The California State Scenic Highway Program was created by the California Legislature in 1963 to preserve and protect scenic highway corridors from change which would diminish the aesthetic value of lands adjacent to highways. The state laws governing the Scenic Highway Program are found in the Streets and Highways Code, Section 260 et seq. The State Scenic Highway System includes a list of highways that are either eligible for designation as scenic highways or have been so designated. These highways are identified in Section 263 of the Streets and Highways Code.

A highway may be designated scenic depending upon how much of the natural landscape can be seen by travelers, the scenic quality of the landscape, and the extent to which development intrudes upon the traveler's enjoyment of the view. When a city or county nominates an eligible scenic highway for official designation, it must identify and define the scenic corridor of the highway. A scenic corridor is the land generally adjacent to and visible from the highway. A scenic corridor is identified using a motorist's line of vision. A reasonable boundary is selected when the view extends to the distant horizon. The corridor protection program does not preclude development but seeks to encourage quality development that does not degrade the scenic value of the corridor. Jurisdictional boundaries of the nominating agency are also considered. The agency must also adopt ordinances to preserve the scenic quality of the corridor or document such regulations that already exist in various portions of local codes. These ordinances make up the scenic corridor protection program. County roads can also become part of the Scenic Highway System. To receive official designation, the county must follow the same process required for official designation of state scenic highways. There are no designated state scenic highways in the view shed of the Project site.

California Building Code Title 24 Outdoor Lighting Standards: The requirements vary according to which "Lighting Zone" the equipment is in. The Standards contain lighting power allowances for newly installed equipment and specific alterations that are dependent on which Lighting Zone the project is located in. Existing outdoor lighting systems are not required to meet these lighting power allowances. However, alterations that increase the connected load, or replace more than 50 percent of the existing luminaires, for each outdoor lighting application that is regulated by the Standards, must meet the lighting power allowances for newly installed equipment.

An important part of the Standards is to base the lighting power that is allowed on how bright the surrounding conditions are. The eyes adapt to darker surrounding conditions, and less light is needed to properly see; when the surrounding conditions get brighter, more light is needed to see. The least power is allowed in Lighting Zone 1 and increasingly more power is allowed in Lighting Zones 2, 3, and 4. By default, government designated parks, recreation areas and wildlife preserves are Lighting Zone 1; rural areas are Lighting Zone 2; and urban areas are Lighting Zone 3. Lighting Zone 4 is a special use district that may be adopted by a local government. The proposed Project is located in an urban area; thereby, it is in Lighting Zone 3.

3.1.4. Impact Assessment/Environmental Consequences:

a) Have a substantial adverse effect on a scenic vista?

There are no officially designated scenic vistas in Yuba City; the Project would therefore have no adverse effect on an official scenic vista. As the Project is within an existing residential area the subdivision will not interfere with any distant scenic views. The subdivision itself, visible from both Tuly Parkway and Elmer Road will have those frontages lined with a six foot high decorative masonry wall as well at least a 10-foot wide landscaped strip, with trees planted 30 feet on-center. As such, views of the development from those streets will primarily be of landscaping and trees. As such, the scenic impact is considered to be a less than significant impact.

b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?

The site is unremarkable in that it is flat with no topographic features, rock outcroppings, large heritage type trees. Additionally, there are no state scenic highways in Yuba City or Sutter County. As a result, no impacts are anticipated

c) In non-urbanized areas, substantially degrade the existing visual character of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?

The subdivision is within the Yuba City urbanized area. The City does not have design standards for single-family residences. Regarding the aesthetics associated with the design of the subdivision the City does have design standards for decorative masonry walls, landscaping, and trees along subdivision perimeter streets. As those standards must be met, the impacts on resulting visual character of the subdivision from nearby streets will be less than significant.

- d) *Create a new source of substantial light or glare, which would adversely affect day or nighttime views in the area?*

The City requires new streets to have streetlights, so there will be new street lighting within and on the perimeter of the Project. However, street lighting does not extend much beyond the immediate vicinity and also street lighting is not typically considered a significant impact unless there are nearby special circumstances, which there is not. The street lighting will also be consistent with the street lighting of neighboring subdivisions. Further, the lighting from the new homes typically does not extend much beyond the property lines. Therefore, since there are no unique circumstances, the impacts from new street and home lighting should be less than significant.

3.2. Agricultural and Forestry Resources

In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model prepared (1997) by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland.

Table 3-2: Agricultural and Forestry Resources				
Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?			X	
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?				X
c) Conflict with existing zoning for, or cause rezoning of, forestland (as defined in Public Resources Code Section 12220(g)), timberland (as defined by Public Resources Code Section 4526), or timberland zoned Timberland Production (as defined by Government Code Section 51104(g))?				X
d) Result in the loss of forest land or conversion of forest land to non-forest use?				X
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?			X	

3.2.1. Environmental Setting/Affected Environment

Sutter County is located within the northern portion of California's Central Valley in the area known as the Sacramento Valley. It contains some of the richest soils in the State. These soils, combined with abundant surface and subsurface water supplies and a long, warm growing season, make Sutter County's

agricultural resources very productive. Sutter County is one of California's leading agricultural counties, with 83 percent of the County's total land acreage currently being used for agricultural purposes. However, while Sutter County provides rich agricultural opportunities, the subject site is within an urban area and has been designated for urban uses for many years.

3.2.2. Federal Regulatory Setting

Farmland Protection Policy Act: The Natural Resources Conservation Service (NRCS), a federal agency within the U.S. Department of Agriculture (USDA), is the agency primarily responsible for implementation of the Farmland Protection Policy Act (FPPA). The FPPA was enacted after the 1981 Congressional report, *Compact Cities: Energy-Saving Strategies for the Eighties* indicated that a great deal of urban sprawl was the result of programs funded by the federal government. The purpose of the FPPA is to minimize federal programs' contribution to the conversion of farmland to non-agricultural uses by ensuring that federal programs are administered in a manner that is compatible with state, local, and private programs designed to protect farmland. Federal agencies are required to develop and review their policies and procure to implement the FPPA every two years (USDA-NRCS, 2011).

2014 Farm Bill: The Agricultural Act of 2014 (the Act), also known as the 2014 Farm Bill, was signed by President Obama on Feb. 7, 2014. The Act repeals certain programs, continues some programs with modifications, and authorizes several new programs administered by the Farm Service Agency (FSA). Most of these programs are authorized and funded through 2018.

The Farm Bill builds on historic economic gains in rural America over the past five years, while achieving meaningful reform and billions of dollars in savings for the taxpayer. It allows USDA to continue record accomplishments on behalf of the American people, while providing new opportunity and creating jobs across rural America. Additionally, it enables the USDA to further expand markets for agricultural products at home and abroad, strengthen conservation efforts, create new opportunities for local and regional food systems and grow the bio-based economy. It provides a dependable safety net for America's farmers, ranchers and growers and maintains important agricultural research, and ensure access to safe and nutritious food for all Americans.

Forestry Resources: Federal regulations regarding forestry resources are not relevant to the proposed Project because no forestry resources exist on the project site or in the vicinity.

3.2.3. State Regulatory Setting

California Environmental Quality Act (CEQA) Definition of Agricultural Lands: Public Resources Code Section 21060.1 defines "agricultural land" for the purposes of assessing environmental impacts using the Farmland Mapping & Monitoring Program (FMMP). The FMMP was established in 1982 to assess the location, quality, and quantity of agricultural lands and the conversion of these lands. The FMMP provides analysis of agricultural land use and land use changes throughout California.

California Department of Conservation, Division of Land Resource Protection: The California Department of Conservation (DOC) applies the NRCS soil classifications to identify agricultural lands, and these agricultural designations are used in planning for the present and future of California's agricultural land resources. Pursuant to the DOC's FMMP, these designated agricultural lands are included in the Important Farmland Maps (IFM) used in planning for the present and future of California's agricultural land resources. The FMMP was established in 1982 to assess the location, quality, and quantity of agricultural lands and the conversion of these lands. The FMMP provides analysis of agricultural land use and land use

changes throughout California. The DOC has a minimum mapping unit of 10 acres, with parcels that are smaller than 10 acres being absorbed into the surrounding classifications.

The list below provides a comprehensive description of all the categories mapped by the DOC. Collectively, lands classified as Prime Farmland, Farmland of Statewide Importance, and Unique Farmland is referred to as Farmland.

- *Prime Farmland.* Farmland that has the best combination of physical and chemical features able to sustain long-term agricultural production. This land has the soil quality, growing season, and moisture supply needed to produce sustained high yields. Land must have been used for irrigated agricultural production at some time during the four years prior to the mapping date.
- *Farmland of Statewide Importance.* Farmland similar to Prime Farmland but with minor shortcomings, such as greater slopes or less ability to store soil moisture. Land must have been used for irrigated agricultural production at some time during the four years prior to the mapping date.
- *Unique Farmland.* Farmland of lesser quality soils used for the production of the State's leading agricultural crops. This land is usually irrigated but may include non-irrigated orchards or vineyards as found in some climatic zones in California. Land must have been cropped at some time during the four years prior to the mapping date.
- *Farmland of Local Importance.* Land of importance to the local agricultural economy as determined by each county's board of supervisors and a local advisory committee.
- *Grazing Land.* Land on which the existing vegetation is suited to the grazing of livestock. This category was developed in cooperation with the California Cattlemen's Association, University of California Cooperative Extension, and other groups interested in the extent of grazing activities. The minimum mapping unit for Grazing Land is 40 acres.
- *Urban and Built-up Land.* Land occupied by structures with a building density of at least 1 unit to 1.5 acres, or approximately 6 structures to a 10-acre parcel. This land is used for residential, industrial, commercial, institutional, public administrative purposes, railroad and other transportation yards, cemeteries, airports, golf courses, sanitary landfills, sewage treatment, water control structures, and other developed purposes.
- *Other Land.* Land not included in any other mapping category. Common examples include low density rural developments; brush, timber, wetland, and riparian areas not suitable for livestock grazing; confined livestock, poultry, or aquaculture facilities; strip mines and borrow pits; and water bodies smaller than 40 acres. Vacant and nonagricultural land surrounded on all sides by urban development and greater than 40 acres is mapped as Other Land.

California Land Conservation Act (Williamson Act): The California Land Conservation Act of 1965, commonly referred to as the Williamson Act, is promulgated in California Government Code Section 51200-51297.4, and therefore is applicable only to specific land parcels within the State of California. The Williamson Act enables local governments to enter into contracts with private landowners for the purpose of restricting specific parcels of land to agricultural or related open space uses in return for reduced property tax assessments. Private land within locally designated agricultural preserve areas is eligible for enrollment under Williamson Act contracts. However, an agricultural preserve must consist of no less than 100 acres. In order to meet this requirement two or more parcels may be combined if they are contiguous, or if they are in common ownership.

The Williamson Act program is administered by the Department of Conservation (DOC), in conjunction with local governments, which administer the individual contract arrangements with landowners. The landowner commits the parcel to a 10-year period, or a 20-year period for property restricted by a Farmland Security Zone Contract, wherein no conversion out of agricultural use is permitted. Each year the contract automatically renews unless a notice of non-renewal or cancellation is filed. In return, the land is taxed at a rate based on the actual use of the land for agricultural purposes, as opposed to its unrestricted market value. An application for immediate cancellation can also be requested by the landowner, provided that the proposed immediate cancellation application is consistent with the cancellation criteria stated in the California Land Conservation Act and those adopted by the affected county or city. Non-renewal or immediate cancellation does not change the zoning of the property. Participation in the Williamson Act program is dependent on county adoption and implementation of the program and is voluntary for landowners.

Farmland Security Zone Act: The Farmland Security Zone Act is similar to the Williamson Act and was passed by the California State Legislature in 1999 to ensure that long-term farmland preservation is part of public policy. Farmland Security Zone Act contracts are sometimes referred to as “Super Williamson Act Contracts.” Under the provisions of this act, a landowner already under a Williamson Act contract can apply for Farmland Security Zone status by entering into a contract with the county. Farmland Security Zone classification automatically renews each year for an additional 20 years. In return for a further 35% reduction in the taxable value of land and growing improvements (in addition to Williamson Act tax benefits), the owner of the property promises not to develop the property into nonagricultural uses.

Forestry Resources: State regulations regarding forestry resources are not relevant to the proposed Project because no forestry resources exist on the project site or in the vicinity.

3.2.4. Impact Assessment/Environmental Consequences:

a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?

The proposed Project site consists of approximately 8.19 acres of farmland quality soils, and currently has an orchard on it. The 2018 Department of Conservation Important Farmland Map for Sutter County identifies the Project site as “Unique Farmland.” But this property, as well as being small for an agricultural use, is also within the Yuba City urban area and has other urban uses around it. As such it has for many years been designated in the Yuba City General Plan for urban uses, for which overriding considerations for agricultural land losses within the City’s sphere of influence were made in the General Plan EIR. This is part of the larger scope agreed to by the City and Sutter County to allow urban development within the City’s sphere of influence, but that the great majority of the County’s agricultural lands would be protected. This property is already designated for single-family residential development by Sutter County today with the ability to develop with the same density as specified by the Yuba City General Plan. As this Project has been designated for urban uses for many years thus within the General Plan’s area of anticipated loss of agricultural land and is already designated for suburban development by Sutter County, the impact on agriculture land loss is considered to be less than significant.

b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?

The property, as well as the neighboring properties, are currently zoned for non-agricultural uses by Sutter County and they are not under Williamson Act contracts. Therefore, this Project will not conflict with any agricultural zoned properties. See discussion above under item 3.2.4.a.

c) Conflict with existing zoning for, or cause rezoning of, forestland (as defined in Public Resources Code Section 12220(g)), timberland (as defined by Public Resources Code Section 4256), or timberland zoned Timberland Production (as defined by Government Code Section 51104(g))?

The proposed Project is located in the Sacramento Valley in a relatively flat area that was utilized for agriculture but designated years ago for urban use. There are no forests or timberland located on the Project site or within the vicinity of the Project. There will be no impact on existing zoning of forestland and the proposed Project will not cause the rezoning of any forestlands.

d) Result in the loss of forestland or conversion of forest land to non-forest use?

There is no forested land on the Project site or within the vicinity of the Project; therefore, there will be no impact on forest land.

e) Involve other changes in the existing environment, which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?

As the area has been designated for urban uses for many years by both Sutter County and Yuba City, the site is within an area already served by City services and developed with residential uses. Further, while this property and a nearby property remain as an orchard, other neighboring properties have been developed with non-agricultural uses. No properties within the area are under the Williamson Act. There are also no forestlands on the Project site or in the vicinity. Therefore, the impacts on agricultural lands and timberlands from this proposal will be less than significant.

3.3. Air Quality

Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations.

Table 3-3: Air Quality				
Would the project?	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Conflict with or obstruct implementation of the applicable air quality plan?			X	
b) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?			X	
c) Expose sensitive receptors to substantial pollutant concentrations?			X	

d) Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?			X	
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3.3.1. Environmental Setting/Affected Environment

Yuba City is located within the Sacramento Valley Air Basin (SVAB), which consists of the northern half of the Central Valley and approximates the drainage basin for the Sacramento River and its tributaries. The SVAB is bounded on the west by the Coast Range, on the north by the Cascade Range, on the east by the Sierra Nevada, and on the south by the San Joaquin Valley Air Basin. The intervening terrain is flat, and approximately 70 feet above sea level. The SVAB consists of the counties of Butte, Colusa, Glenn, Sacramento, Shasta, Sutter, Tehama, Yolo, and Yuba and portions of Placer and Solano Counties.

Hot dry summers and mild rainy winters characterize the Mediterranean climate of the Sacramento Valley. The climate of the SVAB is dominated by the strength and position of the semi-permanent high-pressure cell over the Pacific Ocean north of Hawaii. In summer, when the high-pressure cell is strongest and farthest north, temperatures are high and humidity is low, although the incursion of the sea breeze into the Central Valley helps moderate the summer heat. In winter, when the high-pressure cell is weakest and farthest south, conditions are characterized by occasional rainstorms interspersed with stagnant and sometimes foggy weather. Throughout the year, daily temperatures may range from summer highs often exceeding 100 degrees Fahrenheit and winter lows occasionally below freezing. Average annual rainfall is about 20 inches with snowfall being very rare. The prevailing winds are moderate in strength and vary from moist clean breezes from the south to dry land flows from the north.

In addition to prevailing wind patterns that control the rate of dispersion of local pollutant emissions, the region experiences two types of inversions that affect the vertical depth of the atmosphere through which pollutants can be mixed. In the warmer months in the SVAB (May through October), sinking air forms a "lid" over the region. These subsidence inversions contribute to summer photochemical smog problems by confining pollution to a shallow layer near the ground. These warmer months are characterized by stagnant morning air or light winds with the delta sea breeze arriving in the afternoon out of the southwest. Usually, the evening breeze transports the airborne pollutants to the north and out of the SVAB. During about half of the day from July to September, however, a phenomenon called the "Schultz Eddy" prevents this from occurring. Instead of allowing the prevailing wind patterns to move north carrying the pollutants out of the valley, the Schultz Eddy causes the wind pattern to circle back south. This phenomenon exacerbates the pollution levels in the area and increases the likelihood of violating federal or State standards. The Schultz Eddy normally dissipates around noon when the Delta sea breeze begins. In the second type of inversion, the mountains surrounding the SVAB create a barrier to airflow, which can trap air pollutants in the valley. The highest frequency of air stagnation occurs in the autumn and early winter when large high-pressure cells lie over the valley. The air near the ground cools by radiative processes, while the air aloft remains warm. The lack of surface wind during these periods and the reduced vertical flow caused by less surface heating reduces the influx of outside air and allows air pollutants to become concentrated in a stable volume of air. These inversions typically occur during winter nights and can cause localized air pollution "hot spots" near emission sources because of poor dispersion. The surface concentrations of pollutants are highest when these conditions are combined with smoke from agricultural burning or when temperature inversions trap cool air and pollutants near the ground. Although these subsidence and radiative inversions are present throughout much of the year, they are much less dominant during spring and fall, and the air quality during these seasons is generally good."

Local Climate: The climate of Sutter County is subject to hot dry summers and mild rainy winters, which characterize the Mediterranean climate of the SVAB. Summer temperatures average approximately 90 degrees Fahrenheit during the day and 50 degrees Fahrenheit at night. Winter daytime temperatures average in the low 50s and nighttime temperatures are mainly in the upper 30s. During summer, prevailing winds are from the south. This is primarily because of the north-south orientation of the valley and the location of the Carquinez Straits, a sea-level gap in the coast range that is southwest of Sutter County.

Criteria Air Pollutants: Criteria air pollutants are a group of pollutants for which federal or State regulatory agencies have adopted ambient air quality standards. Criteria air pollutants are classified in each air basin, county, or in some cases, within a specific urbanized area. The classification is determined by comparing actual monitoring data with State and federal standards. If a pollutant concentration is lower than the standard, the area is classified as “attainment” for that pollutant. If an area exceeds the standard, the area is classified as “non-attainment” for that pollutant. If there is not enough data available to determine whether the standard is exceeded in an area, the area is designated “unclassified.”

Ambient Air Quality Standards: Both the federal and State government have established ambient air quality standards for outdoor concentrations of various pollutants in order to protect public health. The federal and State ambient air quality standards have been set at levels whose concentrations could be generally harmful to human health and welfare and to protect the most sensitive persons from experiencing health impacts with a margin of safety. Applicable ambient air quality standards are identified later in this section. The air pollutants for which federal and State standards have been promulgated and which are most relevant to air quality planning and regulation in the air basins include ozone, carbon monoxide, nitrogen oxides, suspended particulate matter, sulfur dioxide, and lead. In addition, toxic air contaminants are of concern in Sutter County. Each of these pollutants is briefly described below.

Ozone (O₃): is a gas that is formed when reactive organic gases (ROGs) and nitrogen oxides (NO_x), both byproducts of internal combustion engine exhaust and other processes undergo slow photochemical reactions in the presence of sunlight. Ozone concentrations are generally highest during the summer months when direct sunlight, light wind, and warm temperature conditions are favorable to the formation of this pollutant.

Carbon Monoxide (CO): is a colorless, odorless gas produced by the incomplete combustion of fuels. CO concentrations tend to be the highest during the winter morning, with little to no wind, when surface-based inversions trap the pollutant at ground levels. Because CO is emitted directly from internal combustion engines, unlike ozone, motor vehicles operating at slow speeds are the primary source of CO in the SVAB. The highest ambient CO concentrations are generally found near congested transportation corridors and intersections.

Nitrogen Oxides (NO_x): is the generic term for a group of highly reactive gases, all of which contain nitrogen and oxygen in varying amounts. Many of the nitrogen oxides are colorless and odorless. However, one common pollutant, nitrogen dioxide (NO₂) along with particles in the air can often be seen as a reddish-brown layer over many urban areas. Nitrogen oxides form when fuel is burned at high temperatures, as in a combustion process. The primary manmade sources of NO_x are motor vehicles, electric utilities, and other industrial, commercial, and residential sources that burn fuels.

Nitrogen oxides can also be formed naturally.

Respirable Particulate Matter (PM₁₀) and Fine Particulate Matter (PM_{2.5}): consist of extremely small, suspended particles or droplets 10 microns and 2.5 microns or smaller in diameter. Some sources of suspended particulate matter, like pollen and windstorms, occur naturally. However, in populated areas,

most fine suspended particulate matter is caused by road dust, diesel soot, and combustion products, abrasion of tires and brakes, and construction activities.

Sulfur Dioxide (SO₂): is a colorless, extremely irritating gas or liquid. It enters the atmosphere as a pollutant mainly as a result of the burning of high sulfur-content fuel oils and coal, and from chemical processes occurring at chemical plants and refineries.

Lead: occurs in the atmosphere as particulate matter. The combustion of leaded gasoline is the primary source of airborne lead. Since the use of leaded gasoline is no longer permitted for on-road motor vehicles, lead is not a pollutant of concern in the SVAB.

Toxic Air Contaminants (TACs): are known to be highly hazardous to health, even in small quantities. TACs are airborne substances capable of causing short-term (acute) and/or long-term (chronic or carcinogenic) adverse human health effects (i.e., injury or illness). TACs can be emitted from a variety of common sources, including gasoline stations, automobiles, dry cleaners, industrial operations, and painting operations.

TAC impacts are assessed using a maximum individual cancer risk (MICR) that estimates the probability of a potential maximally exposed individual (MEI) contracting cancer as a result of sustained exposure to toxic air contaminants over a constant period of 24 hours per day for 70 years for residential receptor locations. The CARB and local air districts have determined that any stationary source posing an incremental cancer risk to the general population (above background risk levels) equal to or greater than 10 people out of 1 million to be excessive. For stationary sources, if the incremental risk of exposure to project-related TAC emissions meets or exceeds the threshold of 10 excess cancer cases per 1 million people, the CARB and local air district require the installation of best available control technology (BACT) or maximum available control technology (MACT) to reduce the risk threshold. To assess risk from ambient air concentrations, the CARB has conducted studies to determine the total cancer inhalation risk to individuals due to outdoor toxic pollutant levels. The CARB has conducted studies to determine the total cancer inhalation risk to individuals due to outdoor toxic pollutant levels. According to the map prepared by the CARB showing the estimated inhalation cancer risk for TACs in the State of California, Sutter County has an existing estimated risk that is between 50 and 500 cancer cases per 1 million people. A significant portion of Sutter County is within the 100 to 250 cancer cases per 1 million people range. There is a higher risk around Yuba City where the cancer risk is as high as 500 cases per 1 million people. There are only very small portions of the County where the cancer risk is between 50 and 100 cases. This represents the lifetime risk that between 50 and 500 people in 1 million may contract cancer from inhalation of toxic compounds at current ambient concentrations under an MEI scenario.

3.3.2. Federal Regulatory Setting

Clean Air Act: The federal Clean Air Act of 1970 (as amended in 1990) required the U.S. Environmental Protection Agency (EPA) to develop standards for pollutants considered harmful to public health or the environment. Two types of National Ambient Air Quality Standards (NAAQS) were established. Primary standards protect public health, while secondary standards protect public welfare, by including protection against decreased visibility, and damage to animals, crops, landscaping and vegetation, or buildings. NAAQS have been established for six “criteria” pollutants: carbon monoxide (CO), nitrogen dioxide (NO₂), sulfur dioxide (SO₂), ozone (O₃), particulate matter (PM₁₀ and PM_{2.5}), and lead (Pb).

3.3.3. State Regulatory Setting

California Air Resources Board: The California Air Resources Board (CARB) is the state agency responsible for implementing the federal and state Clean Air Acts. CARB has established California Ambient Air Quality Standards (CAAQS), which include all criteria pollutants established by the NAAQS, but with additional regulations for Visibility Reducing Particles, sulfates, hydrogen sulfide (H₂S), and vinyl chloride. The proposed Project is located within the Sacramento Valley Air Basin, which includes Butte, Colusa, Glenn, Tehama, Shasta, Yolo, Sacramento, Yuba Sutter and portions of Placer, El Dorado and Solano counties. Air basins are classified as attainment, nonattainment, or unclassified. The FRAQMD is comprised Sutter and Yuba Counties. Attainment is achieved when monitored ambient air quality data is in compliance with the standards for a specified pollutant. Non-compliance with an established standard will result in a nonattainment designation and an unclassified designation indicates insufficient data is available to determine compliance for that pollutant.

California Clean Air Act: The CCAA requires that all air districts in the state endeavor to achieve and maintain CAAQS for Ozone, CO, SO₂, and NO₂ by the earliest practical date. The CCAA specifies that districts focus particular attention on reducing the emissions from transportation and area-wide emission sources, and the act provides districts with authority to regulate indirect sources. Each district plan is required to either (1) achieve a five percent annual reduction, averaged over consecutive 3-year periods, in district-wide emissions of each non-attainment pollutant or its precursors, or (2) to provide for implementation of all feasible measures to reduce emissions. Any planning effort for air quality attainment would thus need to consider both state and federal planning requirements.

CARB Portable Equipment Registration Program: This program was designed to allow owners and operators of portable engines and other common construction or farming equipment to register their equipment under a statewide program so they may operate it statewide without the need to obtain a permit from the local air district.

U.S. EPA/CARB Off-Road Mobile Sources Emission Reduction Program: The California Clean Air Act (CCAA) requires CARB to achieve a maximum degree of emissions reductions from off-road mobile sources to attain State Ambient Air Quality Standards (SAAQS); off-road mobile sources include most construction equipment. Tier 1 standards for large compression-ignition engines used in off-road mobile sources went into effect in California in 1996. These standards, along with ongoing rulemaking, address emissions of nitrogen oxides (NOX) and toxic particulate matter from diesel engines. CARB is currently developing a control measure to reduce diesel PM and NOX emissions from existing off-road diesel equipment throughout the state.

California Global Warming Solutions Act: Established in 2006, Assembly Bill 32 (AB 32) requires that California's GHG emissions be reduced to 1990 levels by the year 2020. This will be implemented through a statewide cap on GHG emissions, which will be phased in beginning in 2012. AB 32 requires CARB to develop regulations and a mandatory reporting system to monitor global warming emissions level.

3.3.4. Regional Regulatory Setting

Feather River Air Quality Management District (FRAQMD): The FRAQMD is a bi-county district formed in 1991 to administer local, state, and federal air quality management programs for Yuba and Sutter Counties within the Sacramento Valley Air Basin. The goal of the FRAQMD is to improve air quality in the region through monitoring, evaluation, education and implementing control measures to reduce emissions from stationary sources, permitting and inspection of pollution sources, enforcement of air quality regulations and by supporting and implementing measures to reduce emissions from motor vehicles.

The FRAQMD adopted its Indirect Source Review guidelines document for assessment and mitigation of air quality impacts under CEQA in 1998. The guide contains criteria and thresholds for determining whether a project may have a significant adverse impact on air quality, and methods available to mitigate impacts on air quality. FRAQMD updated its Indirect Source Review Guidelines to reflect the most recent methods recommended to evaluate air quality impacts and mitigation measures for land use development projects in June 2010. This analysis uses guidance and thresholds of significance from the 2010 FRAQMD Indirect Source Review Guidelines to evaluate the proposed project's air quality impacts.

According to FRAQMD's 2010 Indirect Source Review Guidelines, a project would be considered to have a significant impact on air quality if it would:

- Generate daily construction or operational emissions that would exceed 25 pounds per day for reactive organic gases (ROG), 25 pounds per day for oxides of nitrogen (NOX), or 80 pounds per day for PM10; or generate annual construction or operational emissions of ROG or NOX that exceed 4.5 tons per year.

Northern Sacramento Valley Planning Area 2015 Air Quality Attainment Plan: As specified in the California Clean Air Act of 1988 (CCAA), Chapters 1568-1588, it is the responsibility of each air district in California to attain and maintain the state's ambient air quality standards. The CCAA requires that an Attainment Plan be developed by all nonattainment districts for O3, CO, SOx, and NOx that are either receptors or contributors of transported air pollutants. The purpose of the Northern Sacramento Valley Planning Area 2015 Triennial Air Quality Attainment Plan (TAQAP) is to comply with the requirements of the CCAA as implemented through the California Health and Safety Code. Districts in the NSVPA are required to update the Plan every three years. The TAQAP is formatted to reflect the 1990 baseline emissions year with a planning horizon of 2020. The Health and Safety Code, sections 40910 and 40913, require the Districts to achieve state standards by the earliest practicable date to protect the public health, particularly that of children, the elderly, and people with respiratory illness.

Health and Safety Code Section 41503(b): Requires that control measures for the same emission sources are uniform throughout the planning area to the extent that is feasible. To meet this requirement, the NSVPA has coordinated the development of an Attainment Plan and has set up a specific rule adoption protocol. The protocol was established by the Technical Advisory Committee of the Sacramento Valley Basin-wide Air Pollution Control Council and the Sacramento Valley Air Quality Engineering and Enforcement Professionals, which allow the Districts in the Basin to act and work as a united group with the CARB as well as with industry in the rule adoption process. Section 40912 of the Health and Safety Code states that each District responsible for, or affected by, air pollutant transport shall provide for attainment and maintenance of the state and federal standards in both upwind and downwind Districts. This section also states that each downwind District's Plan shall contain sufficient measures to reduce emissions originating in each District to below levels which violate state ambient air quality standards, assuming the absence of transport contribution

Construction Generated Emissions of Criteria Air Pollutants: The District recommends the following best management practices:

- Implement the Fugitive Dust Control Plan.
- Construction equipment exhaust emissions shall not exceed FRAQMD Regulation III, Rule 3.0,
- Visible Emissions limitations (40 percent opacity or Ringelmann 2.0).
- The contractor shall be responsible to ensure that all construction equipment is properly tuned and maintained prior to and for the duration of onsite operation.

- Limiting idling time to 5 minutes – saves fuel and reduces emissions.
- Utilize existing power sources or clean fuel generators rather than temporary power generators.
- Develop a traffic plan to minimize traffic flow interference from construction activities. The plan may include advance public notice of routing, use of public transportation, and satellite parking areas with a shuttle service. Schedule operations affecting traffic for off-peak hours. Minimize obstruction of through-traffic lanes. Provide a flag person to guide traffic properly and ensure safety at construction sites.
- Portable engines and portable engine-driven equipment units used at the project work site, with the exception of on-road and off-road motor vehicles, may require California Air Resources Board (ARB) Portable Equipment Registration with the State or a local district permit. The owner/operator shall be responsible for arranging appropriate consultations with the ARB or the District to determine registration and permitting requirements prior to equipment operation at the site.

3.3.5. Impact Assessment/Environmental Consequences:

a) Conflict with or obstruct implementation of the applicable air quality plan?

Grading the site and creation of building pads will briefly create equipment exhaust and fugitive dust. Ongoing air quality impacts will be from exhaust generated by vehicle traffic from the new residences. Standards set by FRAQMD, CARB, and Federal agencies apply to this Project. An Indirect Source Review (ISR) application will be filed with the Air District by the developer to address emissions from construction. FRAQMD's 2010 Screening Criteria for Air Quality Operational Impacts indicates the threshold for significant daily emissions for single-family residential projects is 130 dwelling units. The proposed project will allow for the development of 34 new residential lots. The proposed project will not exceed FRAQMD's established threshold for potential significant impacts. As a result, a less than significant impact is anticipated.

Prior to the initiation of construction, a Fugitive Dust Control Plan will be submitted to FRAQMD as a part of standard measures required by the District.

Since the developer must prepare an air quality analysis and incorporate all of the resulting conditions into the Project and that a fugitive dust control plan be submitted prior to beginning work on the subdivision, any potential significant environmental impacts should be reduced to less than significant.

b) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?

The Project would result in limited generation of criteria pollutants during Project construction and from vehicle traffic generated by the new residents following the construction of the single-family residences. However, the proposed Project is not large and FRAQMD did not comment that the standards would be exceeded by this Project to the extent of being cumulatively significant. Therefore, the cumulative impacts are considered to be less than significant.

c) Expose sensitive receptors to substantial pollutant concentrations?

The FRAQMD defines sensitive receptors as: facilities that house or attract children, the elderly, and people with illnesses, or others who are especially sensitive to the effects of air pollutants. FRAQMD

states that if a project is located within 1,000 feet of a sensitive receptor location, the impact of diesel particulate matter shall be evaluated. According to the FRAQMD's Indirect Source Review Guidelines, "Construction activity can result in emissions of particulate matter from the diesel exhaust (diesel PM) of construction equipment.

Butte Vista School is a sensitive receptor within 1,000 feet of the Project. However, the Best Management Practices (BMPs) that will be used to reduce the impact from off-road diesel equipment include:

- Install diesel particulate filters or implement other ARB-verifies diesel emission control strategies on all construction equipment to further reduce diesel PM emissions beyond the 45% reduction required by the Districts Best Available Mitigation Measure for Construction Phase;
- Use equipment during times when receptors are not present (e.g., when school is not in session or during non-school hours; or when office buildings are unoccupied);
- Establish staging areas for the construction equipment that are as distant as possible from off-site receptors;
- Establish an electricity supply to the construction site and use electric powered equipment instead of diesel-powered equipment or generators, where feasible;
- Use haul trucks with on-road engines instead of off-road engines even for on-site hauling;
- Equip nearby buildings with High Efficiency Particle Arresting (HEPA) filter systems at all mechanical air intake points to the building to reduce the levels of diesel PM that enter the buildings; and/or,
- Temporarily relocate receptors during construction.

With the inclusion of these standards into the construction of the subdivision, the impact on the school will be less than significant.

d) Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?

Construction of the single-family residences and the ongoing living conditions typically do not generate objectionable odors. As such, the impact of the Project creating local offensive odors would be less than significant.

3.4. Biological Resources

Table 3.4: Biological Resources				
Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?			X	
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?			X	
c) Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?				X
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?			X	
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?			X	
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?				X

3.4.1. Environmental Setting/Affected Environment

The 8.19-acre level property is within the Yuba City urbanized area with existing single-family residences on all around it. The site has been used and continues to be used as an orchard, with no native habitat remaining. There are no known on-site or nearby riparian or critical habitat areas.

3.4.2. Federal & State Regulatory Setting

Threatened and Endangered Species: State and federal “endangered species” legislation has provided California Department of Fish & Wildlife (CDFW) and United States Fish and Wildlife Service (USFWS) with a mechanism for conserving and protecting plant and animal species of limited distribution and/or low or declining populations. Species listed as threatened or endangered under provisions of the state and federal endangered species acts, candidate species for such listing, state species of special concern, and some plants listed as endangered by the California Native Plant Society are collectively referred to as

“species of special status.” Permits may be required from both the CDFW and USFWS if activities associated with a proposed project will result in the “take” of a listed species. “Take” is defined by the state of California as “to hunt, pursue, catch, capture, or kill, or attempt to hunt, pursue, catch, capture or kill” (California Fish and Game Code, Section 86). “Take” is more broadly defined by the federal Endangered Species Act to include “harm” (16 USC, Section 1532(19), 50 CFR, Section 17.3). Furthermore, the CDFW and the USFWS are responding agencies under CEQA. Both agencies review CEQA documents in order to determine the adequacy of their treatment of endangered species issues and to make project-specific recommendations for their conservation.

Migratory Birds: State and federal laws also protect most birds. The Federal Migratory Bird Treaty Act (16U.S.C., sec. 703, Supp. I, 1989) prohibits killing, possessing, or trading in migratory birds, except in accordance with regulations prescribed by the Secretary of the Interior. This act encompasses whole birds, parts of birds, and bird nests and eggs.

Birds of Prey: Birds of prey are also protected in California under provisions of the California Fish and Game Code, Section 3503.5, which states that it is “unlawful to take, possess, or destroy any birds in the order Falconiformes or Strigiformes (birds of prey) or to take, possess, or destroy the nest or eggs of any such bird except as otherwise provided by this code or any regulation adopted pursuant thereto.” Construction disturbance during the breeding season could result in the incidental loss of fertile eggs or nestlings, or otherwise lead to nest abandonment. Disturbance that causes nest abandonment and/or loss of reproductive effort is considered “taking” by the CDFW.

Wetlands and Other Jurisdictional Waters: Natural drainage channels and adjacent wetlands may be considered “Waters of the United States” subject to the jurisdiction of the USACE. The extent of jurisdiction has been defined in the Code of Federal Regulations but has also been subject to interpretation of the federal courts.

Waters of the U.S. generally include:

- All waters which are currently used, or were used in the past, or may be susceptible to use in interstate or foreign commerce, including all waters, which are subject to the ebb and flow of the tide.
- All interstate waters including interstate wetlands.
- All other waters such as intrastate lakes, rivers, streams (including intermittent streams), mudflats, sandflats, wetlands, sloughs, prairie potholes, wet meadows, playa lakes, or natural ponds, the use, degradation, or destruction of which could affect interstate or foreign commerce.
- All impoundments of waters otherwise defined as waters of the United States under the definition.
- Tributaries of waters identified in the bulleted items above.

As determined by the United States Supreme Court in its 2001 Solid Waste Agency of Northern Cook County v. U.S. Army Corps of Engineers (SWANCC) decision, channels and wetlands isolated from other jurisdictional waters cannot be considered jurisdictional on the basis of their use, hypothetical or observed, by migratory birds. Similarly, in its 2006 consolidated Carabell/Rapanos decision, the U.S. Supreme Court ruled that a significant nexus between a wetland and other navigable waters must exist for the wetland itself to be considered a navigable, and therefore, jurisdictional water.

The USACE regulates the filling or grading of Waters of the U.S. under the authority of Section 404 of the Clean Water Act. The extent of jurisdiction within drainage channels is defined by “ordinary high-water marks” on opposing channel banks. All activities that involve the discharge of dredge or fill material into

Waters of the U.S. are subject to the permit requirements of the USACE. Such permits are typically issued on the condition that the applicant agrees to provide mitigation that result in no net loss of wetland functions or values. No permit can be issued until the Regional Water Quality Control Board (RWQCB) issues a Section 401 Water Quality Certification (or waiver of such certification) verifying that the proposed activity will meet state water quality standards.

CEQA Guidelines Section 15380: Although threatened and endangered species are protected by specific federal and state statutes, CEQA Guidelines section 15380(d) provides that a species not listed on the federal or state list of protected species may be considered rare or endangered if the species can be shown to meet certain specific criteria that define “endangered” and “rare” as specified in CEQA Guidelines section 15380(b).

3.4.3. Local Regulatory Setting

The General Plan provides the following policies for the protection of biological resources within the project area:

- 8.4-G-1 Protect special status species, in accordance with State regulatory requirements.
- 8.4-G-2 Protect and enhance the natural habitat features of the Feather River and new open space corridors within and around the urban growth area.
- 8.4-G-3 Preserve and enhance heritage oaks in the Planning Area.
- 8.4-G-4 Where appropriate, incorporate natural wildlife habitat features into public landscapes, parks, and other public facilities
- 8.4-I-1 Require protection of sensitive habitat area and special status species in new development site designs in the following order: 1) avoidance; 2) onsite mitigation; 3) offsite mitigation. Require assessments of biological resources prior to approval of any development within 300 feet of any creeks, sensitive habitat areas, or areas of potential sensitive status species.
- 8.4-I-2 Require preservation of oak trees and other native trees that are of a significant size, by requiring site designs to incorporate these trees to the maximum extent feasible.
- 8.4-I-3 Require to the extent feasible, use of drought tolerant plants in landscaping for new development, including private and public projects.

3.4.4. Impact Assessment/Environmental Consequences:

- a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?*
- b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?*

There has been no special status species identified on the site or within the vicinity. According to the Yuba City General Plan EIR, the only designated special status vegetation species within Yuba City and its Sphere of Influence is the Golden Sunburst, a flowering plant that occurs primarily in the non-native grasslands

and is threatened mostly by the conversion of habitat to urban uses. The habitat area for this species occurs at the extreme eastern boundary of the Planning Area at the confluence of the Feather and Yuba Rivers. As this property does not fall within this area, no adverse impacts to special status species will occur.

c) Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?

No wetlands or federal jurisdictional waters of the U.S. are present within the proposed Project area or general vicinity. There would be no impact on any wetland areas or waterways.

d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?

The proposed Project would not disturb any waterways, as the nearest waterway is the Feather River, over a mile to the east. Therefore, migratory fish would not be affected. Nor are there any significant native trees proposed to be removed that could be potential nesting habitat for raptors and migratory birds that may choose to nest in the vicinity of the Project. As such there would be no significant impacts on fish or wildlife habitat.

e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?

The site has been previously disturbed over many years for agricultural use, and no native trees or other biological resources that would be protected by local policies or ordinances remain on the Project site. Therefore, there would be no significant impacts on biological resources caused by this Project.

f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?

There are no adopted Habitat Conservation Plans, Natural Community Conservation Plans, or any other approved local, regional, or state habitat conservation plans in the vicinity of this Project.

3.5. Cultural Resources

Table 3.5: Cultural Resources				
Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Cause a substantial adverse change in the significance of a historical resource pursuant to §15064.5.			X	
b) Cause a substantial adverse change in the significance of an archeological resource pursuant to § 15064.5.		X		
c) Disturb any human remains, including those interred outside of formal cemeteries?		X		

3.5.1. Federal Regulatory Setting

National Historic Preservation Act of 1966 (as amended), Section 106: The significance of cultural resources is evaluated under the criteria for inclusion in the National Register of Historic Places (NRHP), authorized under the National Historic Preservation Act of 1966, as amended. The criteria defined in 36 CFR 60.4 are as follows:

The quality of significance in American history, architecture, archaeology, and culture is present in districts, sites, buildings, structures, and objects of state and local importance that possess integrity of location, design, setting, materials, workmanship, feeling, and association, and:

- That are associated with events that have made a significant contribution to the broad patterns of our history; or
- That are associated with the lives of persons significant in our past; or
- That embody the distinctive characteristics of a type, period, or method of construction, or that represent the work of a master, or that possess high artistic values, or that represent a significant and distinguishable entity whose components may lack individual distinction; or
- That have yielded, or may be likely to yield, information important to prehistory or history.

Sites listed or eligible for listing on the NRHP are considered to be historic properties. Sites younger than 50 years, unless of exceptional importance, are not eligible for listing in the NRHP.

3.5.2. State Regulatory Setting

CEQA requires consideration of project impacts on archaeological or historical sites deemed to be "historical resources." Under CEQA, a substantial adverse change in the significant qualities of a historical resource is considered a significant effect on the environment. For the purposes of CEQA, a "historical resource" is a resource listed in, or determined to be eligible for listing in, the California Register of Historical Resources (Title 14 CCR §15064.5[a][1]-[3]). Historical resources may include, but are not limited to, "any object, building, site, area, place, record, or manuscript which is historically or archaeologically significant, or is significant in the architectural, engineering, scientific, economic, agricultural, educational, social, political, military, or cultural annals of California" (PRC §5020.1[j]).

The eligibility criteria for the California Register are the definitive criteria for assessing the significance of historical resources for the purposes of CEQA (Office of Historic Preservation). Generally, a resource is considered "historically significant" if it meets one or more of the following criteria for listing on the California Register:

- Is associated with events that have made a significant contribution to the broad patterns of California's history and cultural heritage.
- Is associated with the lives of persons important in our past.
- Embodies the distinctive characteristics of a type, period, region, or method of construction, or represents the work of an important creative individual, or possesses high artistic values.
- Has yielded, or may be likely to yield, information important in prehistory or history. (PRC §5024.1[c])

In addition, the resource must retain integrity. Integrity is evaluated with regard to the retention of location, design, setting, materials, workmanship, feeling, and association (CCR Title 14, § 4852(c)).

Historical resources may include, but are not limited to, "any object, building, site, area, place, record, or manuscript which is historically or archaeologically significant, or is significant in the architectural, engineering, scientific, economic, agricultural, educational, social, political, military, or cultural annals of California" (PRC §5020.1[j]).

California Health and Safety Code Section 7050.5: Health and Safety Code states that in the event of discovery or recognition of any human remains in any location other than a dedicated cemetery, there shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent remains until the coroner of the county in which the remains are discovered has determined whether or not the remains are subject to the coroner's authority. If the human remains are of Native American origin, the coroner must notify the Native American Heritage Commission within 24 hours of this identification. The Native American Heritage Commission will identify a Native American Most Likely Descendant (MLD) to inspect the site and provide recommendations for the proper treatment of the remains and associated grave goods.

3.5.3. Native American Consultation

In September of 2014, the California Legislature passed Assembly Bill (AB) 52, which added provisions to the PRC regarding the evaluation of impacts on tribal cultural resources under CEQA, and consultation requirements with California Native American tribes. In particular, AB 52 now requires lead agencies to analyze project impacts on "tribal cultural resources" separately from archaeological resources (PRC § 21074; 21083.09). AB 52 also requires lead agencies to engage in additional consultation procedures with respect to California Native American tribes (PRC § 21080.3.1, 21080.3.2, 21082.3).

In response to AB 52, the City supplied the following Native American tribes with a Project description and map of the proposed Project area and a request for comments:

- United Auburn Indian Community of the Auburn Rancheria
- Yocha Dehe Wintun Nation
- Estom Yomeka Maidu Tribe of the Enterprise Rancheria
- Mechoopda Indian Tribe
- Pakan'yani Maidu of Strawberry Valley

- Mooretown Rancheria of Maidu Indians
- Lone Band of Miwok Indians

3.5.4. Impact Assessment/Environmental Consequences:

a) Cause a substantial adverse change in the significance of a historical resource pursuant to §15064.5.

There is an existing residence on the property that will be removed as part of the development. However, the residence does not appear to be old enough to be of historical significance, nor does the General Plan EIR identify it as historically significant. Therefore, the potential impact on any historical resource is considered a less than significant impact.

b) Cause a substantial adverse change in the significance of an archeological resource pursuant to § 15064.5.

Please see c) below for the response to this item.

c) Disturb any human remains, including those interred outside of formal cemeteries?

The 8.19-acre property has been utilized for many years as an orchard and a single-family residence. No formal cemeteries or other places of human internment are known to exist on the proposed Project site. The United Auburn Indian Community responded to the City's request for comments in an email to the City dated September 6, 2022, stating that the property is not sensitive for tribal cultural resources, so it declined to consult or comment on the project. The Tribe recommended that the "Unanticipated Discoveries" mitigation should be utilized. Since there still remains the potential for previously unknown sub-surface resources to be present, in order to avoid potential impacts to unknown remains, mitigation measures provided in Section 3.18 are provided to ensure impacts are less than significant.

3.6 Energy

Table 3-6: Energy

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Result in potentially significant environmental impacts due to wasteful, inefficient, or unnecessary consumption of energy resources during project construction or operation?			X	
b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?			X	

3.6.1 State Regulatory Setting

California has implemented numerous energy efficiency and conservation programs that have resulted in substantial energy savings. The State has adopted comprehensive energy efficiency standards as part of its Building Standards Code, California Codes of Regulations, Title 24. In 2009, the California Building Standards Commission adopted a voluntary Green Building Standards Code, also known as CALGreen, which became mandatory in 2011. Both Title 24 and CALGreen are implemented by the City of Yuba City in conjunction with its processing of building permits.

CALGreen sets forth mandatory measures, applicable to new residential and nonresidential structures as well as additions and alterations, on water efficiency and conservation, building material conservation, interior environmental quality, and energy efficiency. California has adopted a Renewables Portfolio Standard, which requires electricity retailers in the state to generate 33% of electricity they sell from renewable energy sources (i.e., solar, wind, geothermal, hydroelectric from small generators, etc.) by the end of 2020. In 2018, SB 100 was signed into law, which increases the electricity generation requirement from renewable sources to 60% by 2030 and requires all the state's electricity to come from carbon-free resources by 2045.

3.6.2. Impact Assessment/Environmental Consequences

a) Result in potentially significant environmental impacts due to wasteful, inefficient, or unnecessary consumption of energy resources during project construction or operation?

Project construction will involve fuel consumption and use of other non-renewable resources. Construction equipment used for such improvements typically runs on diesel fuel or gasoline. The same fuels typically are used for vehicles that transport equipment and workers to and from a construction site. However, construction-related fuel consumption would be finite, short-term, and consistent with construction activities of a similar character. This energy use would not be considered wasteful, inefficient, or unnecessary.

Electricity may be used for equipment operation during construction activities. It is expected that more electrical construction equipment would be used in the future, as it would generate fewer air pollutant and GHG emissions. This electrical consumption would be consistent with other construction activities of a similar character; therefore, the use of electricity in construction activities would not be considered wasteful, inefficient, or unnecessary, especially since fossil fuel consumption would be reduced. Moreover, under California's Renewables Portfolio Standard, a greater share of electricity would be provided from renewable energy sources over time, so less fossil fuel consumption to generate electricity would occur.

The Project is required to comply with CALGreen and with the building energy efficiency standards of California Code of Regulations Title 24, Part 6 in effect at the time of project approval. Compliance with these standards would reduce energy consumption associated with project operations, although reductions from compliance cannot be readily quantified. Overall, Project construction would typically not consume energy resources in a manner considered wasteful, inefficient, or unnecessary.

Following construction of the single-family residences, the main sources of energy consumption would be household operations and vehicle usage. However, since FRAQMD did not respond otherwise, the 34 new residences and their associated operation of vehicles is not a large enough impact on air quality to be considered significant and the project falls under FRAQMD's thresholds of significance.

As a result, Project impacts related to energy consumption are considered less than significant.

b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?

As the project is built-out, new home construction is required to comply with applicable state and local ordinances for energy efficiency. As a result, the Project's impacts are considered to be less than significant.

3.7 Geology and Soils

Table 3.7: Geology and Soils				
Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Directly or indirectly expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:				
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area, or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.			X	
ii) Strong seismic ground shaking?			X	
iii) Seismic-related ground failure, including liquefaction?			X	
iv) Landslides?				X
b) Result in substantial soil erosion or the loss of topsoil?			X	
c) Be located on a geological unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse?				X
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?				X
e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?				X
f) Directly or indirectly destroy a unique paleontological resources or site or unique geologic feature?		X		

3.7.1 Environmental Setting/Affected Environment

Topography and Geology: According to the Sutter County General Plan, Sutter County is located in the flat surface of the Great Valley geomorphic province of California. The Great Valley is an alluvial plain approximately 50 miles wide and 400 miles long in the central portion of California. The Great Valley's northern portion is the Sacramento Valley, drained by the Sacramento River, and its southern portion is the San Joaquin Valley, drained by the San Joaquin River. The geology of the Great Valley is typified by thick sequences of alluvial sediments derived primarily from erosion of the mountains of the Sierra Nevada to the east, and to a lesser extent, erosion of the Klamath Mountains and Cascade Range to the north. These sediments were transported downstream and subsequently laid down as a river channel, floodplain deposits, and alluvial fans.

Seismic Hazards: Earthquakes are due to a sudden slip of plates along a fault. Seismic shaking is typically the greatest cause of losses to structures during earthquakes. Earthquakes can cause structural damage, injury, and loss of life, as well as damage to infrastructure networks such as water, power, gas, communication, and transportation lines. Other damage-causing effects of earthquakes include surface rupture, fissuring, settlement, and permanent horizontal and vertical shifting of the ground. Secondary impacts can include landslides, seiches, liquefaction, and dam failure.

Seismicity: Although all of California is typically regarded as seismically active, the Central Valley region does not commonly experience strong ground shaking resulting from earthquakes along known and previously unknown active faults. Though no active earthquake faults are known to exist in Yuba City, active faults in the region could generate ground motion felt within the County. Numerous earthquakes of magnitude 5.0 or greater on the Richter scale have occurred on regional faults, primarily those within the San Andreas Fault System in the region. There are several potentially active faults underlying the Sutter Buttes, which are associated with deep-seated volcanism.

The faults identified in Sutter County include the Quaternary Faults, located in the northern section of the County within the Sutter Buttes, and the Pre-Quaternary Fault, located in the southeast of the City, just east of where Highway 70 enters into the County. Both Faults are listed as non-active faults but have the potential for seismic activity.

Ground Shaking: As stated in the Sutter County Multi-Hazard Mitigation Plan, although the County has felt ground shaking from earthquakes with epicenters located elsewhere, no major earthquakes or earthquake related damage has been recorded within the County. Based on historic data and known active or potentially active faults in the region, parts of Sutter County have the potential to experience low to moderate ground shaking. The intensity of ground shaking at any specific site depends on the characteristics of the earthquake, the distance from the earthquake fault, and on the local geologic and soils conditions. Fault zone maps are used to identify where such hazards are more likely to occur based on analyses of faults, soils, topography, groundwater, and the potential for earthquake shaking sufficiently strong to trigger landslide and liquefaction.

Liquefaction: Liquefaction, which can occur in earthquakes with strong ground shaking, is mostly found in areas with sandy soil or fill and a high-water table located 50 feet or less below the ground surface. Liquefaction can cause damage to property with the ground below structures liquefying making the structure unstable causing sinking or other major structural damage. Evidence of liquefaction may be observed in "sand boils," which are expulsions of sand and water from below the surface due to increased pressure below the surface.

Liquefaction during an earthquake requires strong shaking and is not likely to occur in the city due to the relatively low occurrence of seismic activity in the area; however, the clean sandy layers paralleling the Sacramento River, Feather River, and Bear River have lower soil densities and high overall water table are potentially a higher risk area if major seismic activity were to occur. Areas of bedrock, including the Sutter

Buttes have high density compacted soils and contain no liquefaction potential, although localized areas of valley fill alluvium can have moderate to high liquefaction potential.

Landslides: Landslides are downward and outward movements of slope forming materials which may be rock, soil, artificial fill, or combinations of such materials. The size of landslides varies from those containing less than a cubic yard of material to massive ones containing millions of cubic yards. Large landslides may move down slope for hundreds of yards or even several miles. A landslide may move rapidly or so slow that a change of position can be noted only over a period of weeks or years. A similar, but much slower movement is called creep. The susceptibility of a given area to landslides depends on a great many variables. With the exception of the Sutter Buttes, Yuba City is located in a landslide-free zone due to the flat topography. The Sutter Buttes are considered to be in a low landslide hazard zone as shown in Bulletin 198 by the California Division of Mines and Geology.

Soil Erosion: Erosion is a two-step process by which soils and rocks are broken down or fragmented and then transported. The breakdown processes include mechanical abrasion, dissolution, and weathering. Erosion occurs naturally in most systems but is often accelerated by human activities that disturb soil and vegetation. The rate at which erosion occurs is largely a function of climate, soil cover, slope conditions, and inherent soil properties such as texture and structure. Water is the dominant agent of erosion and is responsible for most of the breakdown processes as well as most of the transport processes that result in erosion. Wind may also be an important erosion agent. The rate of erosion depends on many variables including the soil or rock texture and composition, soil permeability, slope, extent of vegetative cover, and precipitation amounts and patterns. Erosion increases with increasing slope, increasing precipitation, and decreasing vegetative cover. Erosion can be extremely high in areas where vegetation has been removed by fire, construction, or cultivation. High rates of erosion may have several negative impacts including degradation and loss of agricultural land, degradation of streams and other water habitats, and rapid silting of reservoirs.

Subsidence: Subsidence is the sinking of a large area of ground surface in which the material is displaced vertically downward, with little or no horizontal movement. Subsidence is usually a direct result of groundwater, oil, or gas withdrawal. These activities are common in several areas of California, including parts of the Sacramento Valley and in large areas of the San Joaquin Valley. Subsidence is a greater hazard in areas where subsurface geology includes compressible layers of silt and clay. Subsidence due to groundwater withdrawal generally affects larger areas and presents a more serious hazard than does subsidence due to oil and gas withdrawal. In portions of the San Joaquin Valley, subsidence has exceeded 20 feet over the past 50 years. In the Sacramento Valley, preliminary studies suggest that much smaller levels of subsidence, up to two feet may have occurred. In most of the valley, elevation data are inadequate to determine positively if subsidence has occurred. However, groundwater withdrawal in the Sacramento Valley has been increasing and groundwater levels have declined in some areas. The amount of subsidence caused by groundwater withdrawal depends on several factors, including: (1) the extent of water level decline, (2) the thickness and depth of the water bearing strata tapped, (3) the thickness and compressibility of silt-clay layers within the vertical sections where groundwater withdrawal is occurring, (4) the duration of maintained groundwater level decline, (5) the number and magnitude of water withdrawals in a given area, and (6) the general geology and geologic structure of the groundwater basin. The damaging effects of subsidence include gradient changes in roads, streams, canals, drains, sewers, and dikes. Many such systems are constructed with slight gradients and may be significantly damaged by even small elevation changes. Other effects include damage to water wells resulting from sediment compaction and increased likelihood of flooding of low-lying areas.

Expansive Soils: Expansive soils are prone to change in volume due to the presence of moisture. Soft clay soils have the tendency to increase in volume when moisture is present and shrink when it is dry

(shrink/swell). Swelling soils contain high percentages of certain kinds of clay particles that are capable of absorbing large quantities of water, expanding up to 10 percent or more as the clay becomes wet. The force of expansion is capable of exerting pressure on foundations, slabs, and other confining structures.

Soils: The Natural Resources Conservation Service (NRCS, formerly the Soil Conservation Service) has mapped over 40 individual soil units in the county. The predominant soil series in the county are the Capay, Clear Lake, Conejo, Oswald, and Olashes soils, which account for over 60 percent of the total land area. The remaining soil units each account for smaller percentages the total land area. The Capay and Clear Lake soils are generally present in the western and southern parts of the county. The Conejo soils occur in the eastern part closer to the incorporated areas of the county. Oswald and Olashes soils are located in the central portion of the county extending north to south, with scattered areas along the southeastern edge of the county. Soil descriptions for the principal soil units in the county are provided below. These descriptions, which were developed by the NRCS, are for native, undisturbed soils and are primarily associated with agricultural suitability. Soil characteristics may vary considerably from the mapped locations and descriptions due to development and other uses. Geotechnical studies are required to identify actual engineering properties of soils at specific locations to determine whether there are specific soil characteristics that could affect foundations, drainage, infrastructure, or other structural features.

3.7.2 Federal Regulatory Setting

Historic Sites Act of 1935: This Act became law on August 21, 1935 (49 Stat. 666; 16 U.S.C. 461-467) and has been amended eight times. This Act establishes as a national policy to preserve for public use historic sites, buildings, and objects, including geologic formations.

National Earthquake Hazards Reduction Program: The National Earthquake Hazards Reduction Program (NEHRP), which was first authorized by Congress in 1977, coordinates the earthquake-related activities of the Federal Government. The goal of NEHRP is to mitigate earthquake losses in the United States through basic and directed research and implementation activities in the fields of earthquake science and engineering. Under NEHRP, FEMA is responsible for developing effective earthquake risk reduction tools and promoting their implementation, as well as supporting the development of disaster-resistant building codes and standards. FEMA's NEHRP activities are led by the FEMA Headquarters (HQ), Federal Insurance and Mitigation Administration, Risk Reduction Division, Building Science Branch, in strong partnership with other FEMA HQ Directorates, and in coordination with the FEMA Regions, the States, the earthquake consortia, and other public and private partners.

3.7.3 State Regulatory Setting

California Alquist-Priolo Earthquake Fault Zoning Act: The Alquist-Priolo Earthquake Fault Zoning Act (originally enacted in 1972 and renamed in 1994) is intended to reduce the risk to life and property from surface fault rupture during earthquakes. The statute prohibits the location of mot types of structures intended for human occupancy across the traces of active faults and regulates construction in the corridors along active faults.

California Seismic Hazards Mapping Act: The Seismic Hazards Mapping Act is intended to reduce damage resulting from earthquakes. While the Alquist-Priolo Earthquake Fault Zoning Act addresses surface fault rupture, the Seismic Hazards Mapping Act addresses other earthquake-related hazards, including ground shaking, liquefaction, and seismically induced landslides. The state is charged with identifying and

mapping areas at risk of strong ground shaking, liquefaction, landslides, and other hazards, and cities and counties are required to regulate development within mapped Seismic Hazard Zones.

Uniform Building Code: The California Code of Regulations (CCR) Title 24 is assigned to the California Building Standards Commission, which, by law, is responsible for coordinating all building standards. The California Building Code incorporates by reference the Uniform Building Code with necessary California amendments. The Uniform Building Code is a widely adopted model building code in the United States published by the International Conference of Building Officials. About one-third of the text within the California Building Code has been tailored for California earthquake conditions.

Paleontological Resources: Paleontological resources are the fossilized remains of plants and animals and associated deposits. The Society of Vertebrate Paleontology has identified vertebrate fossils, their taphonomic and associated environmental indicators, and fossiliferous deposits as significant nonrenewable paleontological resources. Botanical and invertebrate fossils and assemblages may also be considered significant resources. CEQA requires that a determination be made as to whether a project would directly or indirectly destroy a unique paleontological resource or site or unique geological feature (CEQA Appendix G(v)(c)). If an impact is significant, CEQA requires feasible measures to minimize the impact (CCR Title 14(3) Section 15126.4 (a)(1)). California Public Resources Code Section 5097.5 (see above) also applies to paleontological resources.

3.7.4 Impact Assessment/Environmental Consequences:

- a. Directly or indirectly expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:*
 - i. Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area, or based on other substantial evidence of a known fault?*

According to the Yuba City General Plan, no active earthquake faults are known to exist in Sutter County, although active faults in the region could produce ground motion in Yuba City (Dyett & Bhatia, 2004). The closest known fault zone is the Bear Mountain Fault Zone, located approximately 20 miles northeast of Yuba City (California Geological Survey [CGS], 2015). Potentially active faults do exist in the Sutter Buttes, but those faults are considered small and have not exhibited activity in recent history. Because the distance from the City to the closest known active fault zone is large, the potential for exposure of people or structures to substantial adverse effects from fault rupture is low. Considering that the Building Code incorporates construction standards for minimizing earthquake damage to buildings, and the low potential for a significant earthquake activity in the vicinity, the potential for adverse impacts from an earthquake is considered to be less than significant.

- ii. Strong seismic ground shaking?*

In the event of a major regional earthquake, fault rupture or seismic ground shaking could potentially injure people and cause collapse or structural damage to existing and proposed structures. Ground shaking could potentially expose people and property to seismic-related hazards, including localized liquefaction and ground failure. However, all new structures are required to adhere to current California Building Code standards. These standards require adequate design, construction, and maintenance of structures to prevent exposure of people and structures to major geologic hazards. General Plan

Implementing Policies 9.2-I-1 through 9.2-I-8, which pertain to minimizing risks of property damage and personal injury posed by geologic and seismic hazards, and the building codes reduce the potential impacts to a less than significant level.

iii. Seismic-related ground failure, including liquefaction?

The proposed Project is not located within a liquefaction zone according to the California Department of Conservation's California Geologic Survey regulatory maps. Regardless, all new structures are required to adhere to current California Building Code standards. These standards require adequate design, construction, and maintenance of structures to prevent exposure of people and structures to major geologic hazards. Therefore, the potential impact from ground failure is considered to be a less than significant impact.

iv. Landslides?

According to the City General Plan EIR, due to the flat topography, landslides, and mudflows are not a risk in the City limits or within the City's Sphere of Influence. As a result, no impacts are anticipated.

b) Result in substantial soil erosion or the loss of topsoil?

Most of the 8.19 acres will be disturbed during site grading. Even though the area is relatively flat, during site grading a large storm could result in the loss of topsoil into the City drainage system. However, as part of the grading and construction of the subdivision, the applicant will be required to follow Best Management Practices (BMP's) and provide erosion control measures to minimize soil runoff during the construction process. Therefore, impacts from soil erosion are less than significant.

c) Be located on a geological unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse?

The General Plan EIR, which includes planning of the City sphere of influence, does not identify this site or vicinity within the City sphere of influence as being located in an area having unstable soil, landslide area, lateral spreading, subsidence, liquefaction, or collapse. As a result, no impacts are anticipated.

d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?

The extreme southwest corner of the Yuba City Sphere of Influence is the only known area with expansive soils. The Project area is not located within that area and therefore will not be impacted by the presence of expansive soils. As a result, no impacts are anticipated.

e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?

All new residences to be constructed will be connected to the City's wastewater collection and treatment system. No new septic systems will be utilized. As such, there will be no new impacts from septic systems.

f) Directly or indirectly destroy a unique paleontological resources or site or unique geologic feature?

Due to prior ground disturbances from agricultural and residential uses it is unlikely that any paleontological resources exist on the site. However, the following mitigation measure shall apply if any paleontological resources are discovered:

3.7.5 Paleontological Mitigation Measures

Paleontological Mitigation Measure 1: Mitigation Measure 1 shall be placed as a note on the Demolition and Grading Plans. If paleontological resources are found, the construction manager shall halt all activity and immediately contact the Development Services Department at 530-822-4700.

Mitigation shall be conducted as follows:

1. Identify and evaluate paleontological resources by intense field survey where impacts are considered high;
2. Assess effects on identified sites;
3. Consult with the institutional/academic paleontologists conducting research investigations within the geological formations that are slated to be impacted;
4. Obtain comments from the researchers;
5. Comply with researchers' recommendations to address any significant adverse effects were determined by the City to be feasible.

In considering any suggested mitigation proposed by the consulting paleontologist, the City's Community Development Department Staff shall determine whether avoidance is necessary and feasible in light of factors such as the nature of the find, project design, costs, Specific or General Plan policies and land use assumptions, and other considerations. If avoidance is unnecessary or infeasible, other appropriate measures (e.g., data recovery) shall be instituted. Work may proceed on other parts of the project site while mitigation for paleontological resources is carried out.

3.8 Greenhouse Gas Emissions

Table 3.8: Greenhouse Gas Emissions				
Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?		X		
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?		X		

3.8.1 Federal Regulatory Setting

The United States Environmental Protection Agency (USEPA) Mandatory Reporting Rule (40 CFR Part 98), which became effective December 29, 2009, requires that all facilities that emit more than 25,000 metric tons CO₂-equivalent per year beginning in 2010, report their emissions on an annual basis. On May 13, 2010, the USEPA issued a final rule that established an approach to addressing GHG emissions from stationary sources under the Clean Air Act (CAA) permitting programs. The final rule set thresholds for GHG emissions that define when permits under the New Source Review Prevention of Significant Deterioration and title V Operating Permit programs are required for new and existing industrial facilities.

In addition, the Supreme Court decision in *Massachusetts v. EPA* (Supreme Court Case 05-1120) found that the USEPA has the authority to list GHGs as pollutants and to regulate emissions of greenhouse gases (GHG) under the CAA. On April 17, 2009, the USEPA found that CO₂, CH₄, nitrous oxide, hydrofluorocarbons, perfluorocarbons, and sulfur hexafluoride may contribute to air pollution and may endanger public health and welfare. This finding may result in the USEPA regulating GHG emissions; however, to date the USEPA has not propose regulations based on this finding.

3.8.2 State & Local Regulatory Setting

The City's Resource Efficiency Plan as designed under the premise that the City, and the community it represents, is uniquely capable of addressing emissions associated with sources under the City's jurisdiction and that the City's emission reduction efforts should coordinate with the state strategies of reducing emissions in order to accomplish these reductions in an efficient and cost-effective manner. The City developed this document with the following purposes in mind:

- **Local Control:** The Yuba City Efficiency Plan allows the City to identify strategies to reduce resource consumption, costs, and GHG emissions in all economic sectors in a way that maintains local control over the issues and fits the character of the community. It also may position the City for funding to implement programs tied to climate goals.
- **Energy and Resource Efficiency:** The Efficiency Plan identifies opportunities for the City to increase energy efficiency and lower GHG emissions in a manner that is most feasible within the community. Reducing energy consumption through increasing the efficiency of energy technologies, reducing energy use, and using renewable sources of energy are effective ways to reduce GHG emissions. Energy efficiency also provides opportunities for cost-savings.
- **Improved Public Health:** Many of the GHG reduction strategies identified in the Efficiency Plan also have local public health benefits. Benefits include local air quality improvements; creating a more active community through implementing resource-efficient living practices; and reducing health risks, such as heat stroke, that would be otherwise elevated by climate change impacts such as increased extreme heat days.

Demonstrating Consistency with State GHG Reduction Goals—A GHG reduction plan may be used as GHG mitigation in a General Plan to demonstrate that the City is aligned with State goals for reducing GHG emissions to a level considered less than cumulatively considerable.

3.8.3 Impact Assessment/Environmental Consequences:

- a) *Would the project generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?*

Please see b) below for an answer to this item.

b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?

Gases that trap heat in the atmosphere are referred to as greenhouse gases (GHGs) because they capture heat radiated from the sun as it is reflected back into the atmosphere, similar to a greenhouse. The accumulation of GHGs has been implicated as a driving force for Global Climate Change. Definitions of climate change vary between and across regulatory authorities and the scientific community, but in general can be described as the changing of the climate caused by natural fluctuations and the impact of human activities that alter the composition of the global atmosphere. Both natural processes and human activities emit GHGs. Global Climate Change is a change in the average weather on earth that can be measured by wind patterns, storms, precipitation, and temperature. Although there is disagreement as to the speed of global warming and the extent of the impacts attributable to human activities, the vast majority of the scientific community now agrees that there is a direct link between increased emission of GHGs and long-term global temperature. Potential global warming impacts in California may include, but are not limited to, loss in snowpack, sea level rise, more extreme heat days per year, more high ozone days, more large forest fires, and more drought years. Secondary effects are likely to include a global rise in sea level, impacts to agriculture, changes in disease vectors, and changes in habitat and biodiversity. GHG impacts are considered to be exclusively cumulative impacts; there are no non-cumulative GHG emission impacts from a climate change perspective (CAPCOA).

The proposed construction of this subdivision will create GHG emissions due to the use of motorized construction equipment. The emissions will be from construction equipment during the construction of the apartments. Once completed, vehicle traffic generated by auto use from the new residences will contribute GHG gases. Due to the small size of the Project, it is not expected to create significant greenhouse gas emissions. However, on a cumulative scale, possible reasonable reductions could be applied to the project in order to further minimize those impacts. Specifically addressing this proposal, the City's Resource Efficiency Plan addresses greenhouse gas concerns and provides a description of greenhouse gas reduction measures. A mitigation measure is included that requires the Project incorporate the relevant greenhouse gas reduction measures. With this mitigation the impacts from greenhouse gases will be less than significant.

3.8.4 Greenhouse Mitigation Measure

Greenhouse Gas Mitigation Measure 1: The site grading process shall comply with the GHG Reduction Measures provided in the adopted Yuba City Resource Efficiency Plan.

3.9 Hazards and Hazardous Materials

Table 3.9: Hazards and Hazardous Materials				
Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?			X	
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?			X	
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?			X	
d) Be located on a site, which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would create a significant hazard to the public or the environment?				X
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?				X
f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?			X	
g) Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires.			X	

3.9.1 Federal Regulatory Setting

U.S. Environmental Protection Agency (USEPA): The USEPA was established in 1970 to consolidate in one agency a variety of federal research, monitoring, standard setting, and enforcement activities to ensure environmental protection. USEPA's mission is to protect human health and to safeguard the natural environment — air, water, and land — upon which life depends. USEPA works to develop and enforce regulations that implement environmental laws enacted by Congress, is responsible for researching and setting national standards for a variety of environmental programs, and delegates to states and tribes the responsibility for issuing permits and for monitoring and enforcing compliance. Where national standards are not met, USEPA can issue sanctions and take other steps to assist the states and tribes in reaching the desired levels of environmental quality.

Federal Toxic Substances Control Act/Resource Conservation and Recovery Act/Hazardous and Solid Waste Act: The Federal Toxic Substances Control Act (1976) and the Resource Conservation and Recovery Act of 1976 (RCRA) established a program administered by the USEPA for the regulation of the generation,

transportation, treatment, storage, and disposal of hazardous waste. RCRA was amended in 1984 by the Hazardous and Solid Waste Act (HSWA), which affirmed and extended the “cradle to grave” system of regulating hazardous wastes.

Comprehensive Environmental Response, Compensation, and Liability Act/Superfund Amendments and Reauthorization Act: The Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), commonly known as Superfund, was enacted by Congress on December 11, 1980. This law (U.S. Code Title 42, Chapter 103) provides broad federal authority to respond directly to releases or threatened releases of hazardous substances that may endanger public health or the environment. CERCLA establishes requirements concerning closed and abandoned hazardous waste sites; provides for liability of persons responsible for releases of hazardous waste at these sites; and establishes a trust fund to provide for cleanup when no responsible party can be identified. CERCLA also enables the revision of the National Contingency Plan (NCP). The NCP (Title 40, Code of Federal Regulation [CFR], Part 300) provides the guidelines and procedures needed to respond to releases and threatened releases of hazardous substances, pollutants, and/or contaminants. The NCP also established the National Priorities List (NPL). CERCLA was amended by the Superfund Amendments and Reauthorization Act (SARA) on October 17, 1986.

Clean Water Act/SPCC Rule: The Clean Water Act (CWA) (33 U.S.C. Section 1251 et seq., formerly the Federal Water Pollution Control Act of 1972), was enacted with the intent of restoring and maintaining the chemical, physical, and biological integrity of the waters of the United States. As part of the Clean Water Act, the U.S. EPA oversees and enforces the Oil Pollution Prevention regulation contained in Title 40 of the CFR, Part 112 (Title 40 CFR, Part 112) which is often referred to as the “SPCC rule” because the regulations describe the requirements for facilities to prepare, amend and implement Spill Prevention, Control, and

Countermeasure (SPCC) Plans: A facility is subject to SPCC regulations if a single oil storage tank has a capacity greater than 660 gallons, or the total above ground oil storage capacity exceeds 1,320 gallons, or the underground oil storage capacity exceeds 42,000 gallons, and if, due to its location, the facility could reasonably be expected to discharge oil into or upon the “Navigable Waters” of the United States.

Other federal regulations overseen by the U.S. EPA relevant to hazardous materials and environmental contamination include Title 40, CFR, Chapter 1, Subchapter D – Water Programs and Subchapter I – Solid Wastes. Title 40, CFR, Chapter 1, Subchapter D, Parts 116 and 117 designate hazardous substances under the Federal Water Pollution Control Act: Title 40, CFR, Part 116 sets forth a determination of the reportable quantity for each substance that is designated as hazardous. Title 40, CFR, Part 117 applies to quantities of designated substances equal to or greater than the reportable quantities that may be discharged into waters of the United States.

The NFPA 70®: National Electrical Code® is adopted in all 50 states. Any electrical work associated with the proposed Project is required to comply with the standards set forth in this code. Several federal regulations govern hazards as they are related to transportation issues. They include:

Title 49, CFR, Sections 171-177 (49 CFR 171-177), governs the transportation of hazardous materials, the types of materials defined as hazardous, and the marking of the transportation vehicles.

49 CFR 350-399, and Appendices A-G, Federal Motor Carrier Safety Regulations, address safety considerations for the transport of goods, materials, and substances over public highways.

49 CFR 397.9, the Hazardous Materials Transportation Act of 1974, directs the U.S. Department of Transportation to establish criteria and regulations for the safe transportation of hazardous materials.

3.9.2 State Regulatory Setting

California Environmental Protection Agency (CalEPA): The California Environmental Protection Agency (CalEPA) was created in 1991 by Governor's Executive Order. The six boards, departments, and office were placed under the CalEPA umbrella to create a cabinet-level voice for the protection of human health and the environment and to assure the coordinated deployment of State resources. The mission of CalEPA is to restore, protect, and enhance the environment to ensure public health, environmental quality, and economic vitality under Title 22 of the California Code of Regulations (CCR).

Department of Toxic Substances Control (DTSC): DTSC is a department of Cal/EPA and is the primary agency in California that regulates hazardous waste, cleans-up existing contamination, and looks for ways to reduce the hazardous waste produced in California. DTSC regulates hazardous waste in California primarily under the authority of RCRA and the California Health and Safety Code. Other laws that affect hazardous waste are specific to handling, storage, transportation, disposal, treatment, reduction, cleanup, and emergency planning. Government Code Section 65962.5 (commonly referred to as the Cortese List) includes DTSC listed hazardous waste facilities and sites, DHS lists of contaminated drinking water wells, sites listed by the SWRCB as having UST leaks and which have had a discharge of hazardous wastes or materials into the water or groundwater and lists from local regulatory agencies of sites that have had a known migration of hazardous waste/material.

Unified Program: The Unified Program (codified CCR Title 27, Division 1, Subdivision 4, Chapter 1, Sections 15100- 15620) consolidates, coordinates, and makes consistent the administrative requirements, permits, inspections, and enforcement activities of the following six environmental and emergency response programs:

- Hazardous Waste Generator (HWG) program and Hazardous Waste On-site Treatment activities;
- Aboveground Storage Tank (AST) program Spill Prevention Control and Countermeasure Plan requirements;
- Underground Storage Tank (UST) program;
- Hazardous Materials Release Response Plans and Inventory (HMRRP) program;
- California Accidental Release Prevention (CalARP) program;
- Hazardous Materials Management Plans and Hazardous Materials Inventory Statement (HMMP/HMIS) requirements.

The Secretary of CalEPA is directly responsible for coordinating the administration of the Unified Program. The Unified Program requires all counties to apply to the CalEPA Secretary for the certification of a local unified program agency. Qualified cities are also permitted to apply for certification. The local Certified Unified Program Agency (CUPA) is required to consolidate, coordinate, and make consistent the administrative requirements, permits, fee structures, and inspection and enforcement activities for these six program elements in the county. Most CUPAs have been established as a function of a local environmental health or fire department.

Hazardous Waste Management Program: The Hazardous Waste Management Program (HWMP) regulates hazardous waste through its permitting, enforcement, and Unified Program activities in accordance with California Health and Safety Code Section 25135 et seq. The main focus of HWMP is to ensure the safe storage, treatment, transportation, and disposal of hazardous wastes.

State Water Resources Control Board (SWRCB): The State Water Resources Control Board (SWRCB) was created by the California legislature in 1967. The mission of SWRCB is to ensure the highest reasonable

quality for waters of the State, while allocating those waters to achieve the optimum balance of beneficial uses. The joint authority of water allocation and water quality protection enables SWRCB to provide comprehensive protection for California's waters.

California Department of Industrial Relations – Division of Occupational Safety and Health (Cal OSHA): In California, every employer has a legal obligation to provide and maintain a safe and healthful workplace for employees, according to the California Occupational Safety and Health Act of 1973 (per Title 8 of the CCR). The Division of Occupational Safety and Health (Cal/OSHA) program is responsible for enforcing California laws and regulations pertaining to workplace safety and health and for providing assistance to employers and workers about workplace safety and health issues. Cal/OSHA regulations are administered through Title 8 of the CCR. The regulations require all manufacturers or importers to assess the hazards of substances that they produce or import and all employers to provide information to their employees about the hazardous substances to which they may be exposed.

California Fire Code: The California Fire Code is Part 9 of the California Code of Regulations, Title 24, also referred to as the California Building Standards Code. The California Fire Code incorporates the Uniform Fire Code with necessary California amendments. This Code prescribes regulations consistent with nationally recognized good practice for the safeguarding to a reasonable degree of life and property from the hazards of fire explosion, and dangerous conditions arising from the storage, handling and use of hazardous materials and devices, and from conditions hazardous to life or property in the use or occupancy of buildings or premises and provisions to assist emergency response personnel.

3.9.3 Local Regulatory Setting

Sutter County Airport Comprehensive Land Use Plan: The SCACLUP was adopted in April 1994 by the Sacramento Area Council of Governments (SACOG). SACOG is the designated Airport Land Use Commission (ALUC) for Sacramento, Sutter, Yolo, and Yuba Counties under the provisions of the California Public Utilities Code, Chapter 4, Article 3.5, Section 21670.1 Airport Land Use Commission Law. The purpose of the ALUC law is to (1) protect public health, safety, and welfare through the adoption of land use standards that minimize the public's exposure to safety hazards and excessive levels of noise, and (2) Prevent the encroachment of incompatible land uses around public-use airports, thereby preserving the utilities of these airports into the future.

3.9.4 Impact Assessment/Environmental Consequences:

a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?

Please see b) below for an answer to this item.

b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?

The hazardous materials associated with the construction of this subdivision will be those materials associated with grading and construction equipment, which typically includes solvents, oil, and fuel. Provided that these materials are legally and properly used and stored, the proposed project will not create a significant hazard to the public or the environment. On an ongoing basis the anticipated hazardous waste generated by the Project would be household hazardous waste. Assuming proper and legal disposal of those wastes there should not be a significant impact from hazardous materials.

- c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?*

Butte Vista School is within one-quarter mile of the Project. Construction that would result from development of this subdivision would likely generate construction equipment emissions. However, the time for operating equipment on the Project site is short. Assuming proper use of the fuels, solvents, and oil for the grading and paving equipment, there should not be any significant impacts to school students. Similarly, for household hazardous waste generated by new residences, assuming proper and legal use and disposal there will be no significant impacts to the school.

- d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section and, as a result, would create a significant hazard to the public or the environment?*

The property is not on any listings of sites that are contaminated by hazardous wastes. Therefore, there is not a potential for significant impacts from a known hazardous materials site.

- e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?*

The project is not located within the adopted Sutter County Airport or the Yuba County Airport Comprehensive Land Use Plans nor is it within two miles public use airport. As a result, no impacts are anticipated.

- f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?*

The Yuba City Fire and Police Departments serve this area. Neither agency has expressed concern over impacts the Project may have on any emergency response plans. Accordingly, there will be no significant impacts anticipated to result from this Project.

- g) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?*

The Project site is located within the urban area and the urban area is surrounded by irrigated agricultural lands. There are no wildlands on the site or in the immediate vicinity. As a result, a less than significant impact is anticipated from potential wildland fires.

3.10 Hydrology and Water Quality

Table 3.10: Hydrology and Water Quality				
Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or groundwater quality?			X	
b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impeded sustainable groundwater management of the basin?			X	
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:				
i) result in substantial erosion or siltation on- or off-site?			X	
ii) substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite?			X	
iii) create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?			X	
iv) impede or redirect flood flows?				X
d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?			X	
e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?			X	

3.10.1 Federal Regulatory Setting

Clean Water Act: The Clean Water Act (CWA) is intended to restore and maintain the chemical, physical, and biological integrity of the nation's waters (33 CFR 1251). The regulations implementing the CWA protect waters of the U.S. including streams and wetlands (33 CFR 328.3). The CWA requires states to set standards to protect, maintain, and restore water quality by regulating point source and some non-point source discharges. Under Section 402 of the CWA, the National Pollutant Discharge Elimination System (NPDES) permit process was established to regulate these discharges.

Federal Emergency Management Agency (FEMA) Flood Zones: The National Flood Insurance Act (1968) makes available federally subsidized flood insurance to owners of flood-prone properties. To facilitate identifying areas with flood potential, Federal Emergency Management Agency (FEMA) has developed

Flood Insurance Rate Maps (FIRM) that can be used for planning purposes. Flood hazard areas identified on the Flood Insurance Rate Map are identified as a Special Flood Hazard Area (SFHA). SFHA are defined as the area that will be inundated by the flood event having a 1-percent chance of being equaled or exceeded in any given year. The 1-percent annual chance flood is also referred to as the base flood or 100-year flood. SFHAs are labeled as Zone A, Zone AO, Zone AH, Zones A1-A30, Zone AE, Zone A99, Zone AR, Zone AR/AE, Zone AR/AO, Zone AR/A1-A30, Zone AR/A, Zone V, Zone VE, and Zones V1-V30. Moderate flood hazard areas, labeled Zone B or Zone X (shaded) are also shown on the FIRM, and are the areas between the limits of the base flood and the 0.2-percent-annual-chance (or 500-year) flood. The areas of minimal flood hazard, which are the areas outside the SFHA and higher than the elevation of the 0.2-percent-annual-chance flood, are labeled Zone C or Zone X (unshaded).

3.10.2 State Regulatory Setting

State Water Resources Control Board: The State Water Resources Control Board (SWRCB) is the agency with jurisdiction over water quality issues in the State of California. The WRCB is governed by the Porter-Cologne Water Quality Act (Division 7 of the California Water Code), which establishes the legal framework for water quality control activities by the SWRCB. The intent of the Porter-Cologne Act is to regulate factors which may affect the quality of waters of the State to attain the highest quality which is reasonable, considering a full range of demands and values. Much of the implementation of the SWRCB's responsibilities is delegated to its nine Regional Boards. The Project site is located within the Central Valley Regional Water Quality Control board.

Central Valley Regional Water Quality Control Board (CVRWQCB): administers the NPDES storm water-permitting program in the Central Valley region. Construction activities on one acre or more are subject to the permitting requirements of the NPDES General Permit for Discharges of Storm Water Runoff Associated with Construction Activity (General Construction Permit). Additionally, CVRWQCB is responsible for issuing Waste Discharge Requirements Orders under California Water Code Section 13260, Article 4, Waste Discharge Requirements.

State Department of Water Resources: California Water Code (Sections 10004 et seq.) requires that the State Department of Water Resources update the State Water Plan every five years. The 2013 update is the most current review and included (but is not limited to) the following conclusions:

- The total number of wells completed in California between 1977 and 2010 is approximately 432,469 and ranges from a high of 108,346 wells for the Sacramento River Hydrologic Region to a low of 4,069 wells for the North Lahontan Hydrologic Region.
- Based on the June 2014 California Statewide Groundwater Elevation Monitoring (CASGEM) basin prioritization for California's 515 groundwater basins, 43 basins are identified as high priority, 84 basins as medium priority, 27 basins as low priority, and the remaining 361 basins as very low priority.
- The 127 basins designated as high or medium priority account for 96 percent of the average annual statewide groundwater use and 88 percent of the 2010 population overlying the groundwater basin area.
- Depth-to-groundwater contours were developed for the unconfined aquifer system in the Central Valley. In the Sacramento Valley, the spring 2010 groundwater depths range from less than 10 feet below ground surface (bgs) to approximately 50 feet bgs, with local areas showing maximum depths of as much as 160 feet bgs.

- The most prevalent groundwater contaminants affecting California's community drinking water wells are arsenic, nitrate, gross alpha activity, and perchlorate.

California Government Code 65302 (d): The General Plan must contain a Conservation Element for the conservation, development, and utilization of natural resources including water and its hydraulic force, forests, soils, river and other waters, harbors, fisheries, wildlife, minerals, and other natural resources. That portion of the conservation element including waters shall be developed in coordination with any County-wide water agency and with all district and city agencies which have developed, served, controlled, or conserved water for any purpose for the County or city for which the plan is prepared. Coordination shall include the discussion and evaluation of any water supply and demand information described in Section 65352.5 if that information has been submitted by the water agency to the city or County. The conservation element may also cover:

- The reclamation of land and waters.
- Prevention and control of the pollution of streams and other waters.
- Regulation of the use of land in stream channels and other areas required for the accomplishment of the conservation plan.
- Prevention, control, and correction of the erosion of soils, beaches, and shores.
- Protection of watersheds.
- The location, quantity, and quality of the rock, sand, and gravel resources.
- Flood control.

Sustainable Groundwater Management Act: On September 16, 2014, Governor Edmund G. Brown Jr. signed historic legislation to strengthen local management and monitoring of groundwater basins most critical to the state's water needs. The three bills, SB 1168 (Pavley) SB 1319 (Pavley) and AB 1739 (Dickinson) together make up the Sustainable Groundwater Management Act. The Sustainable Groundwater Management Act comprehensively reforms groundwater management in California. The intent of the Act is to place management at the local level, although the state may intervene to manage basins when local agencies fail to take appropriate responsibility. The Act provides authority for local agency management of groundwater and requires creation of groundwater sustainability agencies and implementation of plans to achieve groundwater sustainability within basins of high and medium priority.

3.10.3. Local Regulatory Setting

The City requires demonstration of a viable water supply, storm water treatment planning and drainage controls as part of all new development.

3.10.4 Impact Assessment/Environmental Consequences:

a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or groundwater quality?

Most of the City's public water supply comes from the Feather River. The water is pumped from the river to the Water Treatment Plant located in northern Yuba City. The plant also sometimes utilizes a groundwater well in addition to surface water supplies due to recent drought conditions. Since the new residences will only receive water through the City system, it is unlikely that the Project could impact the water quality in the City system.

All of the wastewater generated by the 34 new residences will flow into the City wastewater treatment facility which is in compliance with all state water discharge standards. The wastewater from the new residences is not expected to generate any unique type of waste that would cause the system to become out of compliance with state standards.

All storm water runoff associated with the Project will ultimately drain into the Sutter By-Pass and ultimately the Feather River. The water quality of the stormwater runoff is addressed through General Plan Implementing Policies 8.5-I-1 through 8.5-I-10 which require a wide range of developer and City actions involving coordination with the State Regional Water Quality Control Board, protecting waterways, and following Yuba City's adopted Best Management Practices for new construction. These measures are implemented through standard project conditions.

With the level of oversight on the City's water supply, and enforcement of Best Management Practices at construction sites, there will not be significant impacts on the City's water and waste-water systems or storm water drainage system. As a result, a less than significant impact is anticipated.

b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impeded sustainable groundwater management of the basin?

All of the new residences that will result from construction of this subdivision will be connected to the City's water system. While consumption of City water will increase with the Project, very little, if any, groundwater will be utilized as the City primarily utilizes surface water supplies in its system. As a result a less than significant impact is anticipated.

c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner that would:

i) result in substantial erosion or siltation on- or off-site?

ii) substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite?

iii) create or contribute runoff water which would exceed the capacity of existing or planned m stormwater drainage systems or provide substantial additional sources of polluted runoff?

There will be an increased amount of stormwater drainage caused by new impermeable surfaces created by this development, which will ultimately drain into the Feather River. The Project will be required to construct the local collection facilities and pay the appropriate drainage fees. Also, as noted above, all new construction must involve use of Best Management Practices. Assuming all required standards are met there is not expected to be any significant impacts from additional storm water drainage from the site.

iv) impede or redirect flood flows?

According to the Federal Emergency Management Agency this portion of the City is outside of the 100-year flood plain. This is due to the existing levee system that contains seasonally high-water flows from the nearby Feather River from flooding areas outside of the levee system. Additional construction within the City that is outside of the levee system does not impact the levee system and therefore does not increase, impede, or otherwise have any effect on the highwater flows within the levee system. Therefore, there is no impact on the high-water flows within the Feather River levee system.

d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?

This portion of the City is outside of the 100-year flood plain and is provided 200 year flood protection by the levee improvements completed by the Sutter Buttes Flood Control Agency (SBFCA). The City is not close to the ocean or any large lakes so a seiche is unlikely to happen in or near the City. The City is located inland from the Pacific Ocean, so people or structures in the City would not be exposed to inundation by tsunami. Mudflows and landslides are unlikely to happen due to the relatively flat topography within the project area. Thus, it is unlikely that the Project site would be subject to inundation by a seiche, tsunami, mudflow, or landslide. Therefore, there is no potential for significant impacts from any of these types of events and a less than significant impact is anticipated.

e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?

As noted above, all new construction is required to utilize Best Management Practices and these are implemented through the City's standard conditions of approval. Assuming all required standards are met, water quality of runoff water from the Project will not create any significant impacts. The City primarily utilizes surface water for its water source so there will be no significant impacts on groundwater.

3.11 Land Use and Planning

Table 3:11: Land Use and Planning					
Would the project:		Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a)	Physically divide an established community?			X	
b)	Cause a significant environmental impact due to a conflict with any land use plan, policy or regulation adopted for the purpose of avoiding or mitigating an environmental effect?			X	

3.11.1 Environmental Setting/Affected Environment

The Project will be on an 8.19-acre property that primarily utilized as an orchard. Around the property is primarily single-family residential uses and some remnant farming. As both the County and City General Plans have designated this area for residential development many years ago, it is expected that much of the property in the vicinity will also at some point be built out with residences or a related urban development.

3.11.2 Federal Regulatory Setting

There are no federal or state regulations pertaining to land use and planning relevant to the proposed Project.

3.11.3 Local Regulatory Setting

Yuba City General Plan, Land Use Element: The Land Use Element of the General Plan establishes guidance for the ultimate pattern of growth in the City's Sphere of Influence. It provides direction regarding how lands are to be used, where growth will occur, the density/intensity and physical form of that growth, and key design considerations.

3.11.4 Impact Assessment/Environmental Consequences:

a) Physically divide an established community?

Please see b) below for a response to this item.

b) Cause a significant environmental impact due to a conflict with any land use plan, policy or regulation adopted for the purpose of avoiding or mitigating an environmental effect?

This subdivision will not physically divide an established community. The buildout of this property as proposed will be consistent with the General Plan. It will be similar to other residential subdivisions in the vicinity with similar street construction, landscaping, street lighting, and other subdivision improvements required by the City. As such, rather than dividing an established community, this subdivision will continue the planned street pattern, fitting in with the neighboring residential development. Some of the new residences will also be restricted to a single-story construction in order to assure neighborhood compatibility. Therefore, there will not be significant effect caused by this Project not being consistent with a land use plan or by dividing a community.

Regarding the proposed pre-annexation zoning, there are proposed changes to the criteria by which the property could be developed. Of the 12 criteria, nine of them are funding or related issues that have been superseded by other City standards or programs, so there would be no environmental impact. The elimination of the one-acre minimum lot size would be to correct a general plan consistency issue. The affordable housing issue has been superseded by the new citywide housing element policies thus no potential environmental impact. The elimination of the requirement for a Development Agreement (for affordable housing) is not an environmental issue and a less than significant impact is anticipated.

3.12 Mineral Resources

Table 3-12: Mineral Resources				
Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?				X
b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?				X

3.12.1 Federal Regulatory Setting

There are no federal regulations pertaining to mineral resources relevant to the proposed Project.

3.12.2 State Regulatory Setting

California Surface Mining and Reclamation Act of 1975: Enacted by the State Legislature in 1975, the Surface Mining and Reclamation Act (SMARA), Public Resources Code Section 2710 et seq., insures a continuing supply of mineral resources for the State. The act also creates surface mining and reclamation policy to assure that:

- Production and conservation of minerals is encouraged;
- Environmental effects are prevented or minimized;
- Consideration is given to recreational activities, watersheds, wildlife, range and forage, and aesthetic enjoyment;
- Mined lands are reclaimed to a useable condition once mining is completed; and
- Hazards to public safety both now and in the future are eliminated.

Areas in the State (city or county) that do not have their own regulations for mining and reclamation activities rely on the Department of Conservation, Division of Mines and Geology, Office of Mine Reclamation to enforce this law. SMARA contains provisions for the inventory of mineral lands in the State of California.

The State Geologist, in accordance with the State Board's Guidelines for Classification and Designation of Mineral Lands, must classify Mineral Resource Zones (MRZ) as designated below:

- MRZ-1. Areas where available geologic information indicates that there is minimal likelihood of significant resources.
- MRZ-2. Areas underlain by mineral deposits where geologic data indicate that significant mineral deposits are located or likely to be located.
- MRZ-3. Areas where mineral deposits are found but the significance of the deposits cannot be evaluated without further exploration.
- MRZ-4. Areas where there is not enough information to assess the zone. These are areas that have unknown mineral resource significance.

SMARA only covers mining activities that impact or disturb the surface of the land. Deep mining (tunnel) or petroleum and gas production is not covered by SMARA.

3.12.3 Impact Assessment/Environmental Consequences:

- a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?*

Please see b) for a response to this item.

b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?

The Yuba City General Plan does not recognize any mineral resource zone within the City limits, and no mineral extraction facilities currently exist within the City. The property contains no known mineral resources and there is little opportunity for mineral resource extraction. Additionally, the site has nearby residential uses, which generally are considered incompatible with mineral extraction facilities. As such the Project will not have an impact on mineral resources. As a result, no impacts are anticipated.

3.13 Noise

Table 3.13: Noise				
Would the project result in:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?			X	
b) Generation of excessive ground borne vibration or ground borne noise levels?			X	
c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?				X

3.13.1 Environmental Setting/Affected Environment for Noise

Noise can be generally defined as unwanted sound. Sound, traveling in the form of waves from a source, exerts a sound pressure level (referred to as sound level) which is measured in decibels (dB), with 0 dB corresponding roughly to the threshold of human hearing and 120 to 140 dB corresponding to the threshold of pain.

Sound pressure fluctuations can be measured in units of hertz (Hz), which correspond to the frequency of a particular sound. Typically, sound does not consist of a single frequency, but rather a broad band of frequencies varying in levels of magnitude (sound power). The sound pressure level, therefore, constitutes the additive force exerted by a sound corresponding to the frequency/sound power level spectrum.

The typical human ear is not equally sensitive to all frequencies of the audible sound spectrum. As a consequence, when assessing potential noise impacts, sound is measured using an electronic filter that de-emphasizes the frequencies below 1,000 Hz and above 5,000 Hz in a manner corresponding to the

human ear's decreased sensitivity to low and extremely high frequencies instead of the frequency mid-range. This method of frequency weighting is referred to as A-weighting and is expressed in units of A-weighted decibels (dBA). Frequency A-weighting follows an international standard methodology of frequency de-emphasis and is typically applied to community noise measurements.

Noise exposure is a measure of noise over a period of time. Noise level is a measure of noise at a given instant in time. Community noise varies continuously over a period of time with respect to the contributing sound sources of the community noise environment. Community noise is primarily the product of many distant noise sources, which constitute a relatively stable background noise exposure, with the individual contributors unidentifiable. The background noise level changes throughout a typical day, but does so gradually, corresponding with the addition and subtraction of distant noise sources such as traffic and atmospheric conditions. What makes community noise constantly variable throughout a day, besides the slowly changing background noise, is the addition of short duration single event noise sources (e.g., aircraft flyovers, motor vehicles, sirens), which are readily identifiable to the individual receptor. These successive additions of sound to the community noise environment vary the community noise level from instant to instant, requiring the measurement of noise exposure over a period of time to legitimately characterize a community noise environment and evaluate cumulative noise impacts.

3.13.2 Environmental Setting/Affected Environment for Groundborne Vibration

Vibration is the periodic oscillation of a medium or object. Vibration sources may be continuous, such as factory machinery, or transient, such as explosions. As is the case with airborne sound, ground borne vibrations may be described by amplitude and frequency. Vibration amplitudes are usually expressed in peak particle velocity (PPV), or root mean squared (RMS), as in RMS vibration velocity. The PPV and RMS (VbA) vibration velocity are normally described in inches per second (in/sec). PPV is defined as the maximum instantaneous positive or negative peak of a vibration signal and is often used in monitoring of blasting vibration because it is related to the stresses that are experienced by buildings.

Although PPV is appropriate for evaluating the potential for building damage, it is not always suitable for evaluating human response. As it takes some time for the human body to respond to vibration signals, it is more prudent to use vibration velocity when measuring human response. The typical background vibration velocity level in residential areas is approximately 50 VdB. Groundborne vibration is normally perceptible to humans at approximately 65 VdB. For most people, a vibration-velocity level of 75 VdB is the approximate dividing line between barely perceptible and distinctly perceptible levels.

Typical outdoor sources of perceptible ground borne vibration are construction equipment, steel-wheeled trains, and traffic on rough roads. Construction vibrations can be transient, random, or continuous. The approximate threshold of vibration perception is 65 VdB, while 85 VdB is the vibration acceptable only if there are an infrequent number of events per day.

3.13.3 Federal Regulatory Setting

Federal Vibration Policies: The Federal Railway Administration (FRA) and the Federal Transit Administration (FTA) have published guidance relative to vibration impacts. According to the FRA, fragile buildings can be exposed to ground-borne vibration levels of 90 VdB without experiencing structural damage. The FTA has identified the human annoyance response to vibration levels as 75 VdB.

3.13.4 State Regulatory Setting

California Noise Control Act: The California Noise Control Act was enacted in 1973 (Health and Safety Code §46010 et seq.), and states that the Office of Noise Control (ONC) should provide assistance to local communities in developing local noise control programs. It also indicates that ONC staff would work with the Department of Resources Office of Planning and Research (OPR) to provide guidance for the preparation of the required noise elements in city and county General Plans, pursuant to Government Code § 65302(f). California Government Code § 65302(f) requires city and county general plans to include a noise element. The purpose of a noise element is to guide future development to enhance future land use compatibility.

Title 24 – Sound Transmission Control: Title 24 of the California Code of Regulations (CCR) codifies Sound Transmission Control requirements, which establishes uniform minimum noise insulation performance standards for new hotels, motels, dormitories, apartment houses, and dwellings other than detached single-family dwellings. Specifically, Title 24 states that interior noise levels attributable to exterior sources shall not exceed 45 dBA CNEL in any habitable room of new dwellings. Title 24, Part 2 requires an acoustical report that demonstrates the achievements of the required 45 dBA CNEL. Dwellings are designed so that interior noise levels will meet this standard for at least ten years from the time of building permit application.

3.13.5 Local Regulatory Setting

The **City of Yuba City General Plan** presents the vision for the future of Yuba City and outlines several guiding policies and policies relevant to noise.

The following goals and policies from the City of Yuba City General Plan¹ are relevant to noise.

Guiding Policies

- 9.1-G-1 Strive to achieve an acceptable noise environment for the present and future residences of Yuba City.
- 9.1-G-2 Incorporate noise considerations into land use planning decisions and guide the location and design of transportation facilities to minimize the effects of noise on adjacent land uses.
- Implementing Policies
- 9.1-I-1 Require a noise study and mitigation for all projects that have noise exposure greater than “normally acceptable” levels. Noise mitigation measures include, but are not limited to, the following actions:
 - Screen and control noise sources, such as parking and loading facilities, outdoor activities, and mechanical equipment,
 - Increase setbacks for noise sources from adjacent dwellings,
 - Retain fences, walls, and landscaping that serve as noise buffers,
 - Use soundproofing materials and double-glazed windows, and
 - Control hours of operation, including deliveries and trash pickup, to minimize noise impacts.
- 9.1-I-3 In making a determination of impact under the California Environmental Quality Act (CEQA), consider an increase of four or more dBA to be “significant” if the resulting noise level would exceed that described as normally acceptable for the affected land use in Figure 5.

¹ City of Yuba, 2004. *City of Yuba General Plan*. April 8, 2004.

- 9.1-I-4 Protect especially sensitive uses, including schools, hospitals, and senior care facilities, from excessive noise, by enforcing “normally acceptable” noise level standards for these uses.
- 9.1-I-5 Discourage the use of sound walls. As a last resort, construct sound walls along highways and arterials when compatible with aesthetic concerns and neighborhood character. This would be a developer responsibility.
- 9.1-I-6 Require new noise sources to use best available control technology (BACT) to minimize noise from all sources.
- 9.1-I-7 Minimize vehicular and stationary noise sources and noise emanating from temporary activities, such as construction.

Table 2: Noise Exposure

LAND USE CATEGORY	COMMUNITY NOISE EXPOSURE - Ldn or CNEL (dBA)											
	50	55	60	65	70	75	80					
Residential – Low Density Single Family, Duplex, Mobile Home												
Residential – Multi-Family												
Transient Lodging – Motel/Hotel												
Schools, Libraries, Churches, Hospitals, Nursing Homes												
Auditorium, Concert Hall, Amphitheaters												
Sports Arena, Outdoor Spectator Sports												
Playgrounds, Neighborhood Parks												
Golf Courses, Riding Stables, Water Recreation, Cemeteries												
Office Buildings, Business, Commercial and Professional												
Industrial, Manufacturing, Utilities, Agriculture												

	Normally Acceptable: Specified land use is satisfactory, based upon the assumption that any buildings involved are of normal conventional construction, without any special noise insulation requirements.
	Conditionally Acceptable: New construction or development should be undertaken only after a detailed analysis of the noise reduction requirements is made and needed noise insulation features are included in the design. Conventional construction, but with closed windows and fresh air supply systems or air conditioning will normally suffice.
	Normally Unacceptable: New construction or development should be discouraged. If new construction or development does proceed, a detailed analysis of the noise reduction requirement must be made and needed noise insulation features included in the design.
	Clearly Unacceptable: New construction or development generally should not be undertaken.
Source: State of California, Governor's Office of Planning and Research, 2003. General Plan Guidelines.	

City of Yuba City Municipal Code: Title 4, Chapter 17, Section 4-17.10(e) of the Yuba City Municipal Code prohibits the operation of noise-generating construction equipment before 6:00 a.m. or after 9:00 p.m. daily, except Sunday and State or federal holidays when the prohibited time is before 8:00 a.m. and after 9:00 p.m.

3.13.6 Impact Assessment/Environmental Consequences:

- a) *Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies established in the local general plan or noise ordinance, or applicable standards of other agencies?*

A temporary increase in noise will occur during construction of the subdivision followed by noise from the construction of the single-family residences. All of this will primarily occur during daylight hours, Monday through Saturday. Noise from construction activities would contribute to the noise environment in the immediate project vicinity. This could have an impact on existing nearby residences. Activities involved in construction could generate maximum noise levels, as indicated in Table 3, ranging from 79 to 91 dBA at a distance of 50 feet, without feasible noise control (e.g., mufflers) and ranging from 75 to 80 dBA at a distance of 50 feet, with feasible noise control. However, due to the limited duration of the construction activities, that the construction will occur during the less sensitive daylight hours, the noise effects from this activity are expected to be less than significant.

Table 3: Noise Levels of Typical Construction		
Type of Equipment ⁽¹⁾	dBA at 50 ft.	
	Without Feasible Noise Control ⁽²⁾	With Feasible Noise Control
Dozer or Tractor	80	75
Excavator	88	80
Scraper	88	80
Front End Loader	79	75
Backhoe	85	75
Grader	85	75
Truck	91	75
⁽¹⁾ US Environmental Protection Agency. "Noise from Construction Equipment and Operations, Building Equipment and Home Appliances." Figure IV.H-4. 1971.		
⁽²⁾ Feasible noise control includes the use of intake mufflers, exhaust mufflers and engine shrouds operating in accordance with manufacturers specifications		

Once constructed the residences are generally not considered to be significant noise generators. Also, the use of masonry perimeter walls will further reduce any noise impacts. Therefore, the residences are not expected in any significant way to raise the ambient noise levels in the surrounding residential neighborhood. For these reasons, adding new residences to a residential area is not expected to create any significant noise impacts.

Short-term noise impacts (and possibly some ground borne vibrations if site compaction is required prior to construction) can be expected resulting from site grading and construction activities. Construction-related noise impacts will be less than significant because adherence to City construction standards is required. These standards limit the hours of operation for construction and use of heavy machinery to daytime hours. Further the construction noise is of limited duration, further limiting any adverse impacts.

b) Generation of excessive ground borne vibration or ground borne noise levels?

Construction activity can result in varying degrees of ground vibration, depending on the equipment and methods employed. Operation of construction equipment causes ground vibrations that spread through the ground and diminish in strength with distance. Table 4 describes the typical construction equipment vibration levels.

Table 4: Typical Construction Levels	
Equipment ⁽¹⁾	VdB at 25 ft²
Small Bulldozer	58
Vibratory Roller	94
Jackhammer	79
Loaded Trucks	86
⁽¹⁾ US Environmental Protection Agency. "Noise from Construction Equipment and Operations, Building Equipment and Home Appliances." Figure IV.H-4. 1971.	

Vibration levels of construction equipment in Table 4 are at a distance of 25 feet from the equipment. As noted above, construction activities are limited to daylight hours. Infrequent construction-related vibrations would be short-term and temporary, and operation of heavy-duty construction equipment would be intermittent throughout the day during construction. Therefore, with the short duration of grading activities associated with the Project, the approximate reduction of 6 VdB for every doubling of distance from the source, and consideration of the distance to the nearest existing residences, the temporary impact to any uses in the vicinity of the Project would be less than significant.

c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?

The Project is not located within two miles of the Sutter County Airport or the Yuba County Airport. Since the Project is not impacted by airport noise, there should be no potential for any significant impacts from the Sutter County or Yuba County Airports onto this site.

3.14 Population and Housing

Table 4-14: Population and Housing

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?			X	
b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?				X

3.14.1 Environmental Setting/Affected Environment

The property is abutted on two sides by single-family residential subdivisions and on two sides by estate lots and small agricultural uses. The area has been converting from agricultural uses to urban residential uses in recent years as this area was designated by the General Plan years ago for single-family residential development and because full City services are available to the site.

3.14.2 Federal Regulatory Setting

There are no federal regulations, plans, programs, or guidelines associated with population or housing that are applicable to the proposed Project.

3.14.3 State Regulatory Setting

California law (Government Code Section 65580, et seq.) requires cities and counties to include a housing element as a part of their general plan to address housing conditions and needs in the community. Housing elements are prepared approximately every eight years, following timetables set forth in the law. The housing element must identify and analyze existing and projected housing needs and “make adequate provision for the existing and projected needs of all economic segments of the community,” among other requirements. The City recently adopted its current Housing Element.

3.14.4 Regional Regulatory Setting

State law mandates that all cities and counties offer a portion of housing to accommodate the increasing needs of regional population growth. The statewide housing demand is determined by the California Department of Housing and Community Development (HCD), while local governments and councils of governments decide and manage their specific regional and jurisdictional housing needs and develop a regional housing needs assessment (RHNA).

In the greater Sacramento region, which includes the City of Yuba City, SACOG has the responsibility of developing and approving an RHNA and a Regional Housing Needs Plan (RHNP) every eight years

(Government Code, Section 65580 et seq.). This document has a central role of distributing the allocation of housing for every county and city in the SACOG region. Housing needs are assessed for very low income, low income, moderate income, and above moderate households.²

As described above, SACOG is the association of local governments that includes Yuba City, along with other jurisdictions comprising the six counties in the greater Sacramento region. In addition to preparing the Metropolitan Transportation Plan and Sustainable Communities Strategy for the region, SACOG approves the distribution of affordable housing in the region through its RHNP. SACOG also assists in planning for transit, bicycle networks, clean air and serves as the Airport Land Use Commission for the region.³

3.14.5 Impact Assessment/Environmental Consequences:

a) Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?

The proposed Project will create 34 single-family residences in an area transitioning from agricultural uses to residential uses. Residential development was planned for this area for at least 30 years by both Sutter County and Yuba City. As this is mostly an infill project this Project will not induce unplanned growth to the area. As a result, it does not have the potential to create any significant impacts from unplanned growth.

b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?

The proposed Project will result in the demolition of one existing residence. This loss is not considered to be a significant impact as the loss would be off-set by the development of 34 single-family residences.

² Sacramento Area Council of Governments. 2012. Regional Needs Housing Plan 2013-2021. Adopted September 20, 2012. Page 4. Table 1.

³ Sacramento Area Council of Governments. 2017. About SACOG. SACOG website. Available: <http://www.sacog.org/about/>. Accessed July 25, 2017.

3.15 Public Services

Table 3.15: Public Services

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered government facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
i) Fire protection?			X	
ii) Police protection?			X	
iii) Schools?			X	
iv) Parks?			X	
v) Other public facilities?			X	

3.15.1 Environmental Setting/Affected Environment

Law enforcement for the proposed new housing will be provided by the Yuba City Police Department. Fire protection is provided by the Yuba City Fire Department. Nearby parks and other urban services that will be utilized by new residents, including streets, water, and sewer. Stormwater drainage will also be provided by Yuba City.

3.15.2 Federal Regulatory Setting

National Fire Protection Association: The National Fire Protection Association (NFPA) is an international nonprofit organization that provides consensus codes and standards, research, training, and education on fire prevention and public safety. The NFPA develops, publishes, and disseminates more than 300 such codes and standards intended to minimize the possibility and effects of fire and other risks. The NFPA publishes the NFPA 1, Uniform Fire Code, which provides requirements to establish a reasonable level of fire safety and property protection in new and existing buildings.

3.15.3 State Regulatory Setting

California Fire Code and Building Code: The 2013 California Fire Code (Title 24, Part 9 of the California Code of Regulations) establishes regulations to safeguard against hazards of fire, explosion, or dangerous conditions in new and existing buildings, structures, and premises. The Fire Code also establishes requirements intended to provide safety and assistance to fire fighters and emergency responders during emergency operations. The provision of the Fire Code includes regulations regarding fire-resistance rated construction, fire protection systems such as alarm and sprinkler systems, fire service features such as fire

apparatus access roads, fire safety during construction and demolition, and wildland urban interface areas.

California Health and Safety Code (HSC): State fire regulations are set forth in Sections 13000 et seq. of the California HSC, which includes regulations for building standards (as set forth in the CBC), fire protection and notification systems, fire protection devices such as extinguishers, smoke alarms, childcare facility standards, and fire suppression training.

California Master Mutual Aid Agreement: The California Master Mutual Aid Agreement is a framework agreement between the State of California and local governments for aid and assistance by the interchange of services, facilities, and equipment, including but not limited to fire, police, medical and health, communication, and transportation services and facilities to cope with the problems of emergency rescue, relief, evacuation, rehabilitation, and reconstruction.

3.15.4 Impact Assessment/Environmental Consequences:

a) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered government facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:

Fire Protection: The Fire Department reviewed the proposal and did not express concerns. Since all new housing development pays development impact fees intended to offset the cost of additional fire facilities and equipment costs resulting from this growth, the impacts on fire services will be less than significant.

Police Protection: The Police Department reviewed the proposal and did not express concerns. Since all new housing development pays impact fees that intended to offset the cost of additional police facilities and equipment resulting from this growth the impacts on police services will be less than significant.

Schools: New residences will pay the Yuba City Unified School District adopted school impact fees that are intended to provide the new resident's fair share for expanded or new educational facilities needed to accommodate this new growth. Therefore, the impact on schools will be less than significant.

Parks: The City charges a park impact fee for each new residence that is utilized to purchase parkland and construct new parks. Therefore, the impact on parks from this Project will be less than significant.

Other Public Facilities: The Project will be connected to City water and wastewater systems. Each new residential connection to those systems must pay connection fees that are utilized for expansion of the respective treatment plants. The City also collects impact fees for County services that are provided to the new residences, such as the library system and justice system.

Accordingly, the Project will have a less than significant impact regarding the provision of public services.

Regarding the proposed pre-annexation rezoning, there are several criteria that involve funding of public services, both from a capital improvement perspective and an infrastructure maintenance standpoint. The elimination of these criteria does not have potential to create any impacts on the provision and maintenance of services as these criteria have since been superseded by citywide standards and project conditions. Therefore there will be no impact on the provision of City services.

3.16 Recreation

Table 3-16: Recreation

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?			X	
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?			X	

3.16.1 Environmental Setting/Affected Environment

Yuba City has 22 City-owned parks and recreational areas, managed by the City's Parks and Recreation Department. This consists of four community parks, 15 neighborhood parks, and three passive or mini parks.

3.16.2 Federal Regulatory Setting

There are no federal regulations regarding parks and open space that are applicable to the proposed Project.

3.16.3 State Regulatory Setting

State Public Park Preservation Act: The primary instrument for protecting and preserving parkland is the Public Park Preservation Act of 1971. Under the PRC section 5400-5409, cities and counties may not acquire any real property that is in use as a public park for any non-park use unless compensation or land, or both, are provided to replace the parkland acquired. This provides no net loss of parkland and facilities.

Quimby Act: California Government Code Section 66477, referred to as the Quimby Act, permits local jurisdictions to require the dedication of land and/or the payment of in-lieu fees solely for park and recreation purposes. The required dedication and/or fee are based upon the residential density and housing type, land cost, and other factors. Land dedicated and fees collected pursuant to the Quimby Act may be used for developing new or rehabilitating existing park or recreational facilities.

3.16.4 Local Regulatory Setting

The Yuba City General Plan and the City's Parks Master Plan provide a goal of providing 5 acres of public parkland per 1,000 residents, while it also requires 1 acre of Neighborhood Park for every 1,000 residents. The City's development impact fee program collects fees for new development which is allocated for the acquisition and development of open space in the City.

3.16.5 Impact Assessment/Environmental Consequences:

- a) *Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?*

The 34 new residences that will be constructed as a result of this subdivision will incrementally increase the use of City parks. However, for each new residence development impact fees for new or expanded parks and recreation facilities will be paid. These fees will mitigate any incremental impacts on recreational facilities.

The rezoning that will eliminate the criteria for funding recreational facilities, but will have no impact as this criterion has been superseded by citywide development impact fees.

- b) *Does the project include recreational facilities or require the construction or expansion of recreational facilities, which might have an adverse physical effect on the environment?*

The Project does not propose any new or expanded recreational uses.

3.17 Transportation/Traffic

Table 4-17: Transportation Recreation

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
T Conflict with a program, plan, ordinance, or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities?			X	
b) Would the project conflict or be inconsistent with CEQA Guidelines section 15064.3 subdivision (b)?			X	
c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?			X	
d) Result in inadequate emergency access?			X	

3.17.1 Federal Regulatory Setting

Federal Highway Administration: FHWA is the agency of the U.S. Department of Transportation (DOT) responsible for the Federally funded roadway system, including the interstate highway network and portions of the primary State highway network. FHWA funding is provided through the Safe, Accountable, Flexible, Efficiency Transportation Equity Act: A Legacy for Users (SAFETEA-LU). SAFETEA- LU can be used to fund local transportation improvement projects, such as projects to improve the efficiency of existing roadways, traffic signal coordination, bikeways, and transit system upgrades.

Several federal regulations govern transportation issues. They include:

- Title 49, CFR, Sections 171-177 (49 CFR 171-177), governs the transportation of hazardous materials, the types of materials defined as hazardous, and the marking of the transportation vehicles.
- Title 49 CFR 350-399, and Appendices A-G, Federal Motor Carrier Safety Regulations, address safety considerations for the transport of goods, materials, and substances over public highways.

3.17.2. State Regulatory Setting

The measurement of the impacts of a project's traffic is set by the CEQA Guidelines. Section 15064.3 of the Guidelines states that vehicle miles traveled (VMT) is the most appropriate measure of transportation impacts. VMT is a metric which refers to the amount of distance of automobile traffic that is generated by a project. Per the Guidelines "Vehicle miles traveled exceeding an applicable threshold of significance may indicate a significant impact." "Projects that decrease vehicle miles traveled compared to existing conditions should be presumed to have a less than significant environmental impact."

The CEQA Guidelines also states that the lead agency (Yuba City) may "choose the most appropriate methodology to evaluate a project's vehicle miles traveled ...". As this is a new form of calculating significant traffic events, the City has not yet determined its own methodology to calculate levels of significance for VMT. Until that methodology is determined, for purposes of this initial study the information provided by the Sacramento Council of Governments (SACOG) and the CA Office of Planning and Research is utilized. A review of these studies indicates several factors that may be utilized for determining levels of significance. One is that if the project will generate less than 110 vehicle trips per day, it is assumed that with the small size of the project, the impact is less than significant. A second criteria is that for a project, on a per capita or per employee basis, the VMT will be at least 15 percent below that of existing development is a reasonable threshold for determining significance.

As this is a new methodology, future projects may utilize different criterion as they become available.

3.17.3. Local Regulatory Setting

The Yuba City General Plan Transportation Element has policies regulating all mode of transportation and related activities. Specifically, there are Implementing Policies regarding Traffic Levels of Service that are relevant to project review process:

5.2-I-12 Develop and manage the roadway system to obtain LOS D or better for all major roadways and intersections in the City. This policy does not extend to residential streets (i.e., streets with direct driveway access to homes) or bridges across the Feather River nor does the policy apply to state highways and their intersections, where Caltrans policies apply. Exceptions to LOS policy may be allowed by the City Council in areas, such as downtown, where allowing a lower LOS would result in clear public benefits. Specific exceptions granted by the Council shall be added to the list of exceptions below:

- SR 20 (SR 99 to Feather River Bridge) – LOS F is acceptable;
- SR 20 (Feather River Bridge) – LOS F is acceptable;
- Bridge Street (Twin Bridges across the Feather River) – LOS F is acceptable;
- Lincoln Road (New bridge across the Feather River) - LOS F is acceptable.

No new development will be approved unless it can be shown that required level of service can be maintained on the affected roadways.

5.2-I-13 Develop and manage residential streets (i.e., streets with direct driveway access to homes) to limit average daily traffic volumes to 2,500 or less and 85th percentile speeds to 25 miles per hour or less.

5.2-I-14 Require traffic impact studies for all proposed new developments that will generate significant amounts of traffic.

Specific thresholds will be based on location and project type, and exceptions may be granted where traffic studies have been completed for adjacent development.

5.2-I-15 Improve intersections as needed to maintain LOS standards and safety on major arterials.

3.17.4. Impact Assessment/Environmental Consequences:

a) Conflict with a program, plan, ordinance, or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities?

The General Plan policies cited above require that General Plan level streets and intersections maintain adequate levels of service (LOS D or better is considered adequate level). In this case the Project will create a new intersection onto Tuly Parkway, which is designated in the General Plan as a four-lane parkway, and onto Bradley Estates Drive, which is designated as a collector street. Also impacted by the Project will be Blevin Road, which is also designated as a collector street, and a new connection with Elmer Avenue, a local street, will also be created. A traffic study was prepared for the Project (Wood Rodgers, Thiara Estates Traffic Operations Memorandum, dated November 30, 2022) to analyze the Projects impacts on these streets (a copy of the full study is attached to the environmental assessment which is part of this packet). Of primary concern was the impacts the Project would have on the Elmer Avenue/Butte House Road and Blevins Road/Butte House Road intersections. The study concluded that upon completion of the Project, the LOS at those intersections will remain at LOS D or better. This remains the case even under the cumulative scenario which projects traffic levels to 2035. As such, the Project's impacts on the street segments and intersections discussed above are consistent with General Plan policies and thus the impacts will be less than significant.

b) Would the project conflict or be inconsistent with CEQA Guidelines section 15064.3 subdivision (b)?

This CEQA section describes specific considerations for evaluating a project's transportation impacts in terms of Vehicle Miles Traveled (VMT). SACOG, in "Technical Advisory: On Evaluating Transportation Impacts in CEQA" provides two criteria for which if the project meets either of them, the traffic impacts are considered less than significant. One criterion is that the project generates less than 110 vehicle trips per day is considered to be less than a significant impact. The Project will exceed this criterion, so it is not further considered in this review. The second criterion is that if a project, on a per capita or per employee basis, the VMT will be at least 15 percent below that of existing development is a reasonable threshold for determining significance. SACOG also has released a draft document (SB 743 regional screening maps) that provides mapping data indicating the average miles traveled for different areas within and around Yuba City. The range of the categories are:

Less than 50% of regional average.

50-85% of regional average.

85-100% of the regional average.

115-150% of the regional average.

More than 150% of the regional average.

Per the SACOG maps for this area, the estimated average vehicle distance traveled per residence is in the 50-85% range of the norm. In other words, per the SACOG regional screening maps, this subdivision is located in an area that meets the 15 percent vehicle trip reduction criteria. Thus, the transportation impacts from this subdivision is consistent with CEQA Guidelines Section 15063.4(b) and it follows that the traffic impacts generated by this Project are considered to be less than significant.

c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?

Based on the traffic study discussed in part a) above, Project access, site internal circulation, and emergency access are adequate. Therefore any increase in traffic hazards associated with this Project are considered to be less than significant.

d) Result in inadequate emergency access?

The Fire Department and Police Departments have reviewed the Project plans, which includes two access points into the subdivision. As such, the Fire Department and Police Department did not comment on the Project has determined that it meets all City standards. The traffic study prepared for the Project also confirmed that emergency access is considered adequate, and therefore less than a significant impact.

3.18 Tribal Cultural Resources

Table 3-18: Tribal Cultural Resources

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project cause of substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:				
a) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or			X	
b) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.		X		

3.18.1 Environmental Setting/Affected Environment

This section describes the affected environment and regulatory setting for Tribal Cultural Resources (TCRs). The following analysis of the potential environmental impacts related to TCRs is derived primarily from the Environmental Impact Report for the City of Yuba City General Plan (2004) and consultation record with California Native American tribes under Assembly Bill 52 and Senate Bill 18.

3.18.2 Federal Regulatory Setting

National Historic Preservation Act of 1966 (as amended), Section 106: The significance of cultural resources is evaluated under the criteria for inclusion in the National Register of Historic Places (NRHP), authorized under the National Historic Preservation Act of 1966, as amended. The criteria defined in 36 CFR 60.4 are as follows:

The quality of significance in American history, architecture, archaeology, and culture is present in districts, sites, buildings, structures, and objects of state and local importance that possess integrity of location, design, setting, materials, workmanship, feeling, and association, and:

- That are associated with events that have made a significant contribution to the broad patterns of our history; or
- That are associated with the lives of persons significant in our past; or

- That embody the distinctive characteristics of a type, period, or method of construction, or that represent the work of a master, or that possess high artistic values, or that represent a significant and distinguishable entity whose components may lack individual distinction; or
- That have yielded, or may be likely to yield, information important to prehistory or history.

Sites listed or eligible for listing on the NRHP are considered to be historic properties. Sites younger than 50 years, unless of exceptional importance, are not eligible for listing in the NRHP.

3.18.3 State Regulatory Setting

Assembly Bill 52: Effective July 1, 2015, Assembly Bill 52 (AB 52) amended CEQA to require that: 1) a lead agency provide notice to any California Native American tribes that have requested notice of projects proposed by the lead agency; and 2) for any tribe that responded to the notice within 30 days of receipt with a request for consultation, the lead agency must consult with the tribe. Topics that may be addressed during consultation include TCRs, the potential significance of project impacts, type of environmental document that should be prepared, and possible mitigation measures and project alternatives.

Pursuant to AB 52, Section 21073 of the Public Resources Code defines California Native American tribes as “a Native American tribe located in California that is on the contact list maintained by the NAHC for the purposes of Chapter 905 of the Statutes of 2004.” This includes both federally and non-federally recognized tribes.

Section 21074(a) of the Public Resource Code defines TCRs for the purpose of CEQA as:

- 1) Sites, features, places, cultural landscapes (geographically defined in terms of the size and scope), sacred places, and objects with cultural value to a California Native American tribe that are either of the following:
 - a. included or determined to be eligible for inclusion in the California Register of Historical Resources; and/or
 - b. included in a local register of historical resources as defined in subdivision (k) of Section 5020.1; and/or
 - c. a resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Section 5024.1. In applying the criteria set forth in subdivision (c) of Section 5024.1 for the purposes of this paragraph, the lead agency shall consider the significance of the resource to a California Native American tribe.

Because criteria a and b also meet the definition of a Historical Resource under CEQA, a TCR may also require additional consideration as a Historical Resource. TCRs may or may not exhibit archaeological, cultural, or physical indicators.

Recognizing that California tribes are experts in their TCRs and heritage, AB 52 requires that CEQA lead agencies initiate consultation with tribes at the commencement of the CEQA process to identify TCRs. Furthermore, because a significant effect on a TCR is considered a significant impact on the environment under CEQA, consultation is required to develop appropriate avoidance, impact minimization, and mitigation measures.

3.18.4 Cultural Setting

The Nisenan (also referred to as Southern Maidu) inhabited the General Plan area prior to large-scale European and Euroamerican settlement of the surrounding area. Nisenan territory comprised the drainages of the Yuba, Bear, and American Rivers, and the lower drainages of the Feather River. The Nisenan, together with the Maidu and Konkow, their northern neighbors, form the Maiduan language family of the Penutian linguistic stock (Shipley 1978:89). Kroeber (1976:392) noted three dialects: Northern Hill Nisenan, Southern Hill Nisenan, and Valley Nisenan. Although cultural descriptions of this group in the English language are known from as early as 1849, most of our current cultural knowledge comes from various anthropologists in the early part of the 20th century (Levy 1978:413; Wilson and Towne 1978:397).

The basic subsistence strategy of the Nisenan was seasonally mobile hunting and gathering. Acorns, the primary staple of the Nisenan diet, were gathered in the valley along with seeds, buckeye, salmon, insects, and a wide variety of other plants and animals. During the warmer months, people moved to mountainous areas to hunt and collect food resources, such as pine nuts. Bedrock and portable mortars and pestles were used to process acorns. Nisenan settlement patterns were oriented to major river drainages and tributaries. In the foothills and lower Sierra Nevada, Nisenan located their villages in large flats or ridges near major streams. These villages tended to be smaller than the villages in the valley. (Wilson and Towne 1978:389–390.)

Trade provided other valuable resources that were not normally available in the Nisenan environment. The Valley Nisenan received black acorns, pine nuts, manzanita berries, skins, bows, and bow wood from the Hill Nisenan to their east, in exchange for fish, roots, grasses, shells, beads, salt, and feathers (Wilson and Towne 1978). To obtain, process, and utilize these material resources, the Nisenan had an array of tools to assist them. Wooden digging sticks, poles for shaking acorns loose, and baskets of primarily willow and redbud were used to gather vegetal resources.

Stone mortars and pestles were used to process many of the vegetal foods; baskets, heated stones, and wooden stirring sticks were used for cooking. Basalt and obsidian were primary stone materials used for making knives, arrow and spear points, clubs, arrow straighteners, and scrapers. (Wilson and Towne 1978.)

Nisenan settlement locations depended primarily on elevation, exposure, and proximity to water and other resources. Permanent villages were usually located on low rises along major watercourses. Village size ranged from three houses to 40 or 50 houses. Larger villages often had semi-subterranean dance houses that were covered in earth and tule or brush and had a central smoke hole at the top and an entrance that faced east (Wilson and Towne 1978:388). Early Nisenan contact with Europeans appears to have been limited to the southern reaches of their territory. Spanish expeditions intruded into Nisenan territory in the early 1800s. In the two or three years following the gold discovery, Nisenan territory was overrun by immigrants from all over the world. Gold seekers and the settlements that sprang up to support them were nearly fatal to the native inhabitants. Survivors worked as wage laborers and domestic help and lived on the edges of foothill towns. Despite severe depredations, descendants of the Nisenan still live in their original land area and maintain and pass on their cultural identity.

3.18.5 Summary of Native American Consultation

In response to AB 52, the City supplied the following Native American tribes with a Project description and map of the proposed Project area and a request for comments:

- United Auburn Indian Community of the Auburn Rancheria
- Yocha Dehe Wintun Nation

- Estom Yomeka Maidu Tribe of the Enterprise Rancheria
- Mechoopda Indian Tribe
- Pakan'yani Maidu of Strawberry Valley
- Mooretown Rancheria of Maidu Indians
- Lone Band of Miwok Indians

3.18.6 Thresholds of Significance

AB 52 established that a substantial adverse change to a TCR has a significant effect on the environment. The thresholds of significance for impacts to TCRs are as follows:

Would the Project cause a substantial adverse change to a TCR, defined in Section 21074 as sites, features, places, cultural landscapes, sacred places, and objects with cultural value to a Native American tribe that are:

- Included or determined to be eligible for inclusion in the California Register of Historical Resources;
- Included in a local register of historical resources as defined in subdivision k of Section 5010.1; and/or
- Determined by the City to be significant, as supported by substantial evidence, including:
 - A cultural landscape with a geographically defined boundary;
 - A historical resource as described in Section 21084.1 (either eligible for or listed on the California Register of Historical Resources or listed on a local registry);
 - A unique archaeological resource as defined in Section 21083.2; and/or
 - A non-unique archaeological resource as defined in Section 21083.2.

In assessing substantial adverse change, the City must determine whether or not the project will adversely affect the qualities of the resource that convey its significance. The qualities are expressed through integrity. Integrity of a resource is evaluated with regard to the retention of location, design, setting, materials, workmanship, feeling, and association [CCR Title 14, Section 4852(c)]. Impacts are significant if the resource is demolished or destroyed or if the characteristics that made the resource eligible are materially impaired [CCR Title 14, Section 15064.5(a)]. Accordingly, impacts to a TCR would likely be significant if the project negatively affects the qualities of integrity that made it significant in the first place. In making this determination, the City need only address the aspects of integrity that are important to the TCR's significance.

3.18.7 Impact Assessment/Environmental Consequences:

a) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k).

There is an existing residence on the property, that will be removed as part of the development of the property. However, the residence does not appear to be old enough to be of historical significance, nor does the EIR prepared for the General Plan update identify it as historically significant. Therefore, the potential impact on any historical resource will be less than significant.

- b) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.*

The 8.19-acre property that will be developed has been utilized for many years as an orchard and a single-family residence. The City solicited consultation with culturally affiliated California Native American tribes (regarding the proposed project in accordance with SB 18 and AB 52. The United Auburn Indian Community responding to the City's request stated that the property is not sensitive for tribal cultural resources. But it remains possible that Tribal Cultural Resources could remain on the property. As such, the "Unanticipated Discoveries" mitigation is applied to this project. With this mitigation measure, the impact on cultural resources will be less than significant.

3.18.8 Tribal Cultural Mitigation Measures

Tribal Cultural Resources Mitigation 1: Unanticipated Discoveries: If potential tribal cultural resources (TCRs) are discovered during ground disturbing construction activities, all work shall cease within 100 feet of the find (or an appropriate distance based on the apparent distribution of the TCR). A qualified cultural resources specialist meeting the Secretary of Interior's Professional Qualifications Standards for Archaeology, as well as Native American Representatives from traditionally and culturally affiliated Native American Tribes that have engaged in consultation for the project will be invited to assess the significance of the find and make recommendations for further evaluation and treatment as necessary. Culturally appropriate treatment may include, but is not limited to, processing materials for reburial, minimizing handling of cultural objects, leaving objects in place within the landscape, or returning objects to a location within the project area where they will not be subject to future impacts. The United Auburn Indian Community of the Auburn Rancheria (Tribe) does not consider curation of TCR's to be appropriate or respectful and request that materials not be permanently curated, unless requested by the Tribe.

The types of treatment preferred by UAIC that protects, preserves, or restores the integrity of a TCR may include Tribal Monitoring, or recovery of cultural objects, and reburial of cultural objects or cultural soil that is done in a culturally appropriate manner. Recommendations of the treatment of a TCR will be documented in the project record. For any recommendations made by traditionally and culturally affiliated Native American Tribes that are not implemented, a justification for why the recommendation was not followed will be provided in the project record.

If articulated or disarticulated human remains are discovered during ground disturbing construction activities or ground disturbing activities, all work shall cease within 100 feet of the find, and the provisions provided in the Health and Safety Code Section 7054 shall apply. If the remains are determined by the County Coroner to be human and that of a Native American, then Public Resources Code 5097.98, 5097.99, 5097.991, and compliance with the provisions of CEQA Guidelines Section 15064.5(e)(1) and (2) shall be implemented.

3.19 Utilities and Service Systems

Table 3-19: Utilities and Service Systems				
Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Require or result in the relocation or construction of new or expanded water or wastewater treatment or storm drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?			X	
b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry, and multiple dry years?			X	
c) Result in a determination by the wastewater treatment provider, which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?			X	
d) Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?			X	
e) Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?			X	

3.19.1 Environmental Setting/Affected Environment

Wastewater:

Yuba City owns, operates, and maintains the wastewater collection, treatment, and disposal system that provides sewer service to over 60,000 residents and numerous businesses. The remainder of the residents and businesses in the Yuba City Sphere of Influence (SOI) are currently serviced by private septic systems. In the early 1970s, the City's original sewage treatment plant was abandoned, and the current Wastewater Treatment Facility (WWTF) was constructed.

Water:

The water supply source for the City is surface water from the Feather River with use of a backup groundwater well. The City of Yuba City is a public water agency with approximately 18,045 connections. City policy only allows areas within the City limits to be served by the surface water system.

Reuse and Recycling:

Solid waste generated in Yuba City is collected by Recology Yuba-Sutter. Recology offers residential, commercial, industrial, electronic, and hazardous waste collection, processing, recycling, and disposal, as well as construction and demolition waste processing, diversion, and transfer to a disposal facility. The

City's municipal solid waste is delivered to the Ostrom Road Landfill; a State-permitted solid waste facility that provides a full range of transfer and diversion services. As of June 2021, the Recology Ostrom Road Landfill Remaining Site Net Airspace is 33,764,000 cy; and has a remaining capacity of 21,297,000 tons; and remaining landfill service life is 53 years.

3.19.2 Federal Regulatory Setting

National Pollutant Discharge Elimination System: Discharge of treated wastewater to surface water(s) of the U.S., including wetlands, requires an NPDES permit. In California, the RWQCB administers the issuance of these federal permits. Obtaining a NPDES permit requires preparation of detailed information, including characterization of wastewater sources, treatment processes, and effluent quality. Any future development that exceeds one acre in size would be required to comply with NPDES criteria, including preparation of a Stormwater Pollution Prevention Plan (SWPPP) and the inclusion of BMPs to control erosion and offsite transport of soils.

3.19.3 State Regulatory Setting

State Water Resources Control Board (SWRCB): Waste Discharge Requirements Program. State regulations pertaining to the treatment, storage, processing, or disposal of solid waste are found in Title 27, CCR, Section 20005 et seq. (hereafter Title 27). In general, the Waste Discharge Requirements (WDRs) Program (sometimes also referred to as the "Non-Chapter 15 (Non 15) Program") regulates point discharges that are exempt pursuant to Subsection 20090 of Title 27 and not subject to the Federal Water Pollution Control Act. Exemptions from Title 27 may be granted for nine categories of discharges (e.g., sewage, wastewater, etc.) that meet, and continue to meet, the preconditions listed for each specific exemption. The scope of the WDRs Program also includes the discharge of wastes classified as inert, pursuant to Section 20230 of Title 27. Several programs are administered under the WDR Program, including the Sanitary Sewer Order and recycled water programs.

Department of Resources Recycling and Recovery (CalRecycle): The Department of Resources Recycling and Recovery (CalRecycle) is the State agency designated to oversee, manage, and track the 76 million tons of waste generated each year in California. CalRecycle develops laws and regulations to control and manage waste, for which enforcement authority is typically delegated to the local government. The board works jointly with local government to implement regulations and fund programs.

The Integrated Waste Management Act of 1989 (PRC 40050 et seq. or Assembly Bill (AB 939, codified in PRC 40000), administered by CalRecycle, requires all local and county governments to adopt a Source Reduction and Recycling Element to identify means of reducing the amount of solid waste sent to landfills. This law set reduction targets at 25 percent by the year 1995 and 50 percent by the year 2000. To assist local jurisdictions in achieving these targets, the California Solid Waste Reuse and Recycling Access Act of 1991 requires all new developments to include adequate, accessible, and convenient areas for collecting and loading recyclable and green waste materials.

Regional Water Quality Control Boards: The primary responsibility for the protection of water quality in California rests with the State Water Resources Control Board (State Board) and nine Regional Water Quality Control Boards. The State Board sets statewide policy for the implementation of state and federal laws and regulations. The Regional Boards adopt and implement Water Quality Control Plans (Basin Plans), which recognize regional differences in natural water quality, actual and potential beneficial uses, and water quality problems associated with human activities.

National Pollutant Discharge Elimination System (NPDES) Permit: As authorized by the Clean Water Act (CWA), the National Pollutant Discharge Elimination System (NPDES) Permit Program controls water pollution by regulating point sources that discharge pollutants into water of the United States. In California, it is the responsibility of Regional Water Quality Control Boards (RWQCB) to preserve and enhance the quality of the state's waters through the development of water quality control plans and the issuance of waste discharge requirements (WDRs). WDRs for discharges to surface waters also serve as NPDES permits.

California Department of Water Resources: The California Department of Water Resources (DWR) is a department within the California Resources Agency. The DWR is responsible for the State of California's management and regulation of water usage.

3.19.4 Impact Assessment/Environmental Consequences:

- a) Require or result in the relocation or construction of new or expanded water or wastewater treatment or storm drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?*
- b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry, and multiple dry years?*

The Project will connect to both the City's water and wastewater treatment systems. The Yuba City Wastewater Treatment Facility (WWTF) has available capacity to accommodate new growth. The WWTF current permitted capacity is 10.5 mgd (annual average dry weather flow). The existing average influent flow to the WWTF is approximately 6 mgd. The remaining treatment capacity at the WWTF can be used to accommodate additional flow from the future developments.

The City's Water Treatment plant (WTP), for which its primary source of water is from the Feather River, also has adequate capacity to accommodate this Project. The WTP uses two types of treatment systems, conventional and membrane treatment. The permitted capacity of the conventional WTP is 24 million gallons per day (mgd). The membrane treatment system has a permitted capacity of 12 mgd. Water produced from the conventional and the membrane treatment plants are blended for chlorine disinfection. Operating the conventional and membrane treatment facilities provides a total WTP capacity of 36 mgd. The City is permitted to draw 30 mgd from the Feather River. The current maximum day use is 26 mgd. The City also has an on-site water well at the water plant that supplements the surface water when needed.

Both facilities have adopted master plans to expand those plants to the extent that they will accommodate the overall growth of the City.

The ongoing expansions of those plants to accommodate growth beyond this project are funded by the connection fees paid by each new connection. Therefore, the impact on the water and wastewater treatment facilities will be less than significant.

Stormwater drainage in this area is provided by Yuba City drainage lines. Subject to the subdivision's conditions of approval, the local stormwater drainage system has been determined to be able to accommodate the additional drainage generated by this Project. Further, the Project will be responsible to pay the fees to the drainage district that mitigates the Project's impacts on the system. Thus, the impacts on the stormwater drainage system will be less than significant.

The rezoning that will eliminate the criteria for funding public facilities and services, such as water, sewer,

and drainage will have no impact as these criteria have been superseded by citywide development impact fees and connection fees.

The extension of electric power facilities, natural gas facilities and telecommunication facilities to this property are provided by private companies, none of which have voiced concerns over the extensions of their services to this Project site. With these considerations the impact on these types of facilities are expected to be less than significant.

c) Result in a determination by the wastewater treatment provider, which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?

See Parts a) and b), above.

d) Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals.

e) Comply with federal, state, and local statutes and regulations related to solid waste?

Recology Yuba-Sutter provides solid waste disposal for the area as well as for all of Sutter and Yuba Counties. There is adequate collection and landfill capacity to accommodate the proposed development.

3.20 Wildfire

Table 3-20: Wildfire				
If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Substantially impair an adopted emergency response plan or emergency evacuation plan?			X	
b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?			X	
c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?			X	
d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?			X	

3.20.1 Environmental Setting/Affected Environment

Wildland fires are an annual hazard in Sutter County, particularly in the vicinity of the Sutter Buttes, and, to a lesser degree due to urbanized development, Yuba City. Wildland fires burn natural vegetation on undeveloped lands and include rangeland, brush, and grass fires. Long, hot, and dry summers with temperatures often exceeding 100°F add to the County's fire hazard. Human activities are the major causes of wildland fires, while lightning causes the remaining wildland fires. Irrigated agricultural areas, which tend to surround Yuba City, are considered a low hazard for wildland fires.

The California Department of Forestry and Fire Protection's Fire and Resource Assessment Program identifies fire threat based on a combination of two factors: 1) fire frequency, or the likelihood of a given area burning, and 2) potential fire behavior (hazard). These two factors are combined in determining the following Fire Hazard Severity Zones: Moderate, High, Very High, Extreme. These zones apply to areas designated as State Responsibility Areas – areas in which the State has primary firefighting responsibility. The project site is not within a State Responsibility Area and therefore has not been placed in a Fire Hazard Severity Zone.

3.20.2 Impact Assessment/ Environmental Consequences

a) Substantially impair an adopted emergency response plan or emergency evacuation plan?

As discussed in Section 3.17 of this Initial Study, Project construction is not expected to substantially obstruct emergency vehicles or any evacuations that may occur in the area. Project operations likewise would not obstruct any roadways. Therefore, the impacts of the Project related to emergency response or evacuations will be less than significant.

b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?

The Project site is in a level area within the City urban area with little, if any, native vegetation remaining, and the urban area is surrounded by irrigated farmland. This type of environment is generally not subject to wildfires. In light of this, the exposure of new residents to wildfire is less than significant.

c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?

As discussed above, the site is not near any wildland areas and the Project itself will not create any improvements that potentially could generate wildfire conditions. As such the Project will not be constructing or maintaining wildfire related infrastructure such as fire breaks, emergency water sources, etc. Thus, the Project will not create any potential significant impacts that could result from these types of improvements.

d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?

The Project site is in a topographically flat area. There are no streams or other channels that cross the site. As such, it is not expected that people or structures would be exposed to significant risks from

changes resulting from fires in steeper areas, including downslope or downstream flooding or landslides. Impacts of the Project related to these issues will be less than significant.

3.21 Mandatory Findings of Significance

Table 3.21: Mandatory Findings of Significance				
Would the Project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number, or restrict the range of a rare or endangered plant or animal or eliminate important example of the major periods of California history or prehistory?			X	
b) Have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)			X	
c) Have environmental effects, which will cause substantial adverse effects on human beings, either directly or indirectly?			X	

3.21.1 Impact Assessment/Environmental Consequences:

a) Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number, or restrict the range of a rare or endangered plant or animal or eliminate important example of the major periods of California history or prehistory?

The land was stripped many years ago of native vegetation for agricultural uses and there are no on-site or nearby waterways or wetland areas. Therefore the construction of these 34 single-family residences will not significantly degrade the quality of the natural environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate an important example of the major periods of California history or prehistory.

The analysis conducted in this Initial Study/Mitigated Negative Declaration results in a determination that the proposed Project, with its mitigation measures, will have a less than significant effect on the local environment.

b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)

CEQA Guidelines Section 15064(i) states that a Lead Agency shall consider whether the cumulative impact of a project is significant and whether the effects of the project are cumulatively considerable. The assessment of the significance of the cumulative effects of a project must, therefore, be conducted in connection with the effects of past projects, other current projects, and probable future projects.

This Project is consistent with the residential densities and policies of the General Plan. As such the traffic that will be generated is within the range of what was anticipated in the General Plan which considered anticipated future growth of the area. The City has adequate water and wastewater capacity and the Project will be extending those services to the site. Stormwater drainage will also meet all City standards. The City has good development and design standards that will be applied to the subdivision. The loss of agricultural land is cumulative but based on City and County agricultural protection program, the loss is limited to within the urban areas of the City, which is a minor portion of the entire County. The school district has not indicated that they lack capacity to provide proper educational facilities to the new students. The FRAQMD also did not comment that the Project would create any significant cumulative impacts on air quality. Therefore, there are no significant impacts that will be individually limited but cumulatively considerable.

c) Does the project have environmental effects, which will cause substantial adverse effects on human beings, either directly or indirectly?

The proposed Project in and of itself will not create a significant hazard to the public or the environment. Construction-related air quality, noise, and hazardous materials exposure impacts would occur for a very short period and only be a minor impact during that time period. Therefore, the proposed Project would not have any direct or indirect significant adverse impacts on humans.

4. Section References and/or Incorporated by Reference

According to Section 15150 of the CEQA Guidelines, an ND may incorporate by reference all or portions of another document that is a matter of public record. The incorporated language will be considered to be set forth in full as part of the text of the ND. All documents incorporated by reference are available for review at, or can be obtained through, the City of Yuba City Development Services Department located at the address provided above. The following documents are incorporated by reference:

Wood Rodgers, Thiara Estates Traffic Operations Memorandum, dated November 30, 2022.

Fehr & Peers, Inc. September 2020. SB 743 Implementation Guidelines for City of Yuba City.

Governor's Office of Planning and Research, November 2017. Technical Advisory on Evaluating Transportation Impacts in CEQA.

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Yuba City General Plan, 2004 Environmental Impact Report. (SCH #2001072105).

Fehr & Peers Associates, Inc. 1995. Yuba-Sutter Bikeway Master Plan. December 1995.

“Determination of 1-in-200 Year Floodplain for Yuba City Urban Level of Flood Protection Determination,” prepared for Yuba City by MBK Engineers, November 2015.

Sutter County General Plan.

Feather River Air Quality Management District (FRAQMD) CEQA Significance Thresholds.

Yuba Sutter Transit Route Map.

California Department of Conservation, California Geological Survey. “Fault Zone Activity Map.” Alquist-Priolo Earthquake Fault Zones.

California Department of Toxic Substances Control (DTSC). 2016. EnviroStor. Available at <http://www.envirostor.dtsc.ca.gov/public/>

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City of Yuba City Wastewater Master Plan.

Sutter County Airport Comprehensive Land Use Plan, April, 1994.

Yuba County Airport Land Use Compatibility Plan, Sept., 2010.

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Appendix A

Thiara Estates Traffic Operations Memorandum



Memorandum

WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME

To: Sarbjit Thiara Jr.
2599 Reed Road
Yuba City, CA 95993

From: Mario Tambellini, PE, TE
Nicole Scappaticci, PE

Date: November 30, 2022

Subject: Thiara Estates Traffic Operations Memorandum

INTRODUCTION

This Traffic Operations Memorandum (TOM) has been prepared to present the results for a traffic assessment for the proposed Thiara Estates Project (Project) located in Yuba City (City). The Project would develop 34 single-family residential dwelling units on a lot located south of Nick Court between Elmer Avenue and Tuly Parkway. The Project location is shown in **Attachment A**. The lot is currently occupied by an orchard which the Project would remove.

This TOM includes the following:

- Project trip generation
- Intersection analysis
- Site access evaluation
- Discussion of Project effect on transit and other public facilities
- Vehicle Miles Traveled (VMT) analysis

This TOM has been prepared consistent with policies in the *Yuba City General Plan* (adopted April 8, 2004) and the *Sutter County General Plan Draft Environmental Impact Report (DEIR)* (dated September 2010).

PROJECT DESCRIPTION

The Project proposes to develop 34 single-family residential dwelling units on a site which currently contains an orchard which would be removed. The Project would construct new internal site roadways and gain access to the surrounding network via new intersection connections with Elmer Avenue and Tuly Parkway/Bradley Estates Drive. The existing and proposed zoning is One-Family Residence Districts (R-1). The existing and proposed General Plan designation is Low Density Residential. The Project site plan is included in **Attachment B**.

ANALYSIS SCENARIOS AND STUDY FACILITIES

Intersection and roadway operations were studied under the following scenarios:

- Existing Conditions
- Existing Plus Project Conditions

As shown in **Attachment A**, the following intersections and roadway facilities were included in this analysis:

Study Intersections:

1. Elmer Avenue & Butte House Road
2. Blevin Road & Butte House Road

ANALYSIS METHODOLOGY

Synchro 11 software and Highway Capacity Manual, 6th Edition (HCM 6th Edition) methodology was used to determine intersection delay and level of service (LOS) operations under weekday AM and PM peak hour conditions.

For side-street stop-controlled intersections, the worst approach/movement delay and LOS is reported. The delay based HCM 6th Edition LOS criteria for different types of intersection controls are outlined in **Table 1**.

Table 1. HCM 6th Edition Intersection LOS Thresholds

Level of Service	Description	Intersection Control Delay (seconds/vehicle)	
		Unsignalized	Signalized
A	Free-flow conditions with negligible to minimal delays.	delay ≤ 10.0	delay ≤ 10.0
B	Good progression with slight delays.	10.0 < delay ≤ 15.0	10.0 < delay ≤ 20.0
C	Relatively higher delays.	15.0 < delay ≤ 25.0	20.0 < delay ≤ 35.0
D	Somewhat congested conditions with longer but tolerable delays.	25.0 < delay ≤ 35.0	35.0 < delay ≤ 55.0
E	Congested conditions with significant delays.	35.0 < delay ≤ 50.0	55.0 < delay ≤ 80.0
F	Jammed or grid-lock type operating conditions.	delay > 50.0	delay > 80.0

Source: HCM 6th Edition Exhibit 19-8 and 20-2.

Roadway segment LOS was determined based on roadway capacity thresholds contained in Table 6.14-6 Roadway Level of Service Thresholds from the *Sutter County General Plan Draft Environmental Impact Report* (dated September 2010) and are shown in **Table 2**. For comparison purposes, **Table 2** includes roadway capacity thresholds for “Residential” and “Rural, 2-Lane Road, <24’ of Pavement, <6’ Shoulders” facility types based on *Table F-2 Level of Service Criteria for Roadway Segments* found in the *Sacramento County Transportation Analysis Guidelines* (September 10, 2020).

Table 2. Roadway Segment LOS Thresholds

Jurisdiction	Facility Type	Maximum Volume for Given Service Level				
		A	B	C	D	E
Sutter County ¹	Rural – Two lane	-	-	10,600	16,400	25,200
Sacramento County ²	Residential	600	1,200	2,000	3,000	4,500
	Rural, 2-Lane Road, <24’ of Pavement, <6’ Shoulders	1,000	2,100	3,400	6,000	12,800

Notes:
¹ Based on Table 6.14-6 Roadway Level of Service Thresholds from the *Sutter County General Plan Draft Environmental Impact Report*.
² Based on Table F-2 Level of Service Criteria for Roadway Segments from the *Sacramento County Transportation Analysis Guidelines* (September 10, 2020).

LEVEL OF SERVICE CRITERIA

The City’s General Plan Transportation Policy 5.2-I-12 states that Yuba City aims to have all intersections and roadway segments achieve at least LOS “D”. Sutter County’s *DEIR* states that a project is considered to have an adverse effect if the existing or cumulative no project LOS for study locations deteriorate from LOS D (or better) to LOS E (or worse). Based on City General Plan requirements, the minimum acceptable LOS for the study intersections and roadway segments is considered to be LOS “D”.

INTERSECTION OPERATIONS ANALYSIS

EXISTING TRAFFIC VOLUMES

Weekday AM and PM peak hour turning movement counts were collected on Thursday, June 9, 2022 between 7:00 AM to 9:00 AM and between 4:00 PM to 6:00 PM. Traffic data count sheets are included in **Attachment C**. In order to account for reduced traffic during summer break when local schools are not in session, AM and PM peak hour traffic volume data on State Route 99 in Yuba City during typical weekdays in May 2022 (when school was in session) and June 2022 (when school was not in session) was obtained from the Caltrans Performance Measurement System (PeMS) database. The data showed that May 2022 volumes were 22.58% and 3.70% higher than June 2022 volumes during the AM and PM peak hours, respectively. Therefore, existing traffic volumes at the study intersections were increased based on these percentages for movements that would experience higher volumes when school is in session. A summary of PeMs data is included in **Attachment C**. A summary of the intersection turning movement volumes and lane geometry for Existing conditions is presented in **Figure 1**.

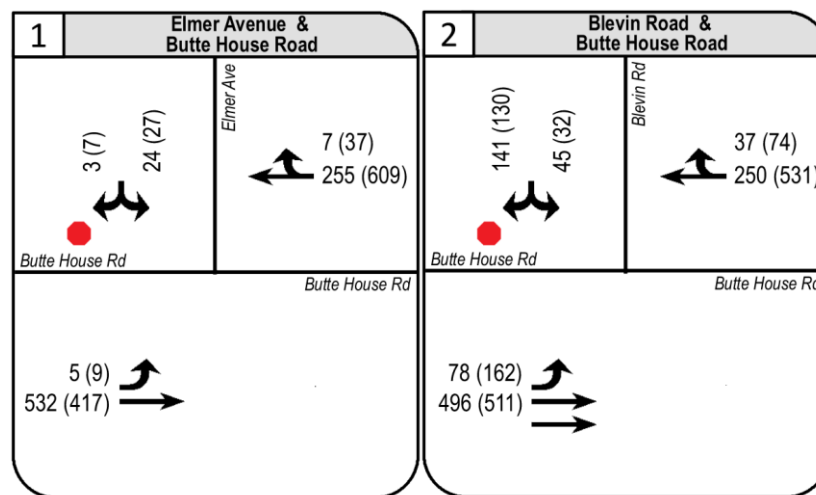


Figure 1. Existing AM (PM) Peak Hour Intersection Volumes and Lane Geometry

PROJECT TRIP GENERATION AND DISTRIBUTION

The trip generation data contained in the *Institute of Transportation Engineers (ITE) Trip Generation Manual, 11th Edition* was used to approximate the number of trips generated by the Project. The ITE land use category of Single-Family Detached Housing (ITE Code 210) was used to represent the Project. **Table 3** summarizes the trip generation for the proposed Project.

Table 3. Project Trip Generation

ITE Code	Land Use Category	Quantity	Units	Daily	AM Peak Hour			PM Peak Hour		
					In	Out	Total	In	Out	Total
Single-Family Detached Housing ¹		34	DU ²	374	7	21	28	23	13	36
Total Project Trips				374	7	21	28	23	13	36
Notes: ¹ Trip rates are calculated based on ITE Trip Generation (11 th Edition) fitted curve equations. ² DU = Dwelling Unit										

As illustrated in **Table 3**, the proposed Project is anticipated to generate a total of 374 daily trips, 28 AM peak hour trips (7 inbound, 21 outbound), and 36 PM peak hour trips (23 inbound, 13 outbound) under typical weekday traffic demand conditions.

The Project trip distribution was determined based on existing traffic counts and travel patterns, knowledge of the area, and engineering judgement. The Project trip distribution is shown in **Figure 2**.



Figure 2. Project Trip Distribution

The Project trip assignment is presented in **Figure 3**. The project trips were added to Existing volumes to obtain Existing Plus Project peak hour volumes, which are shown in **Figure 4**.

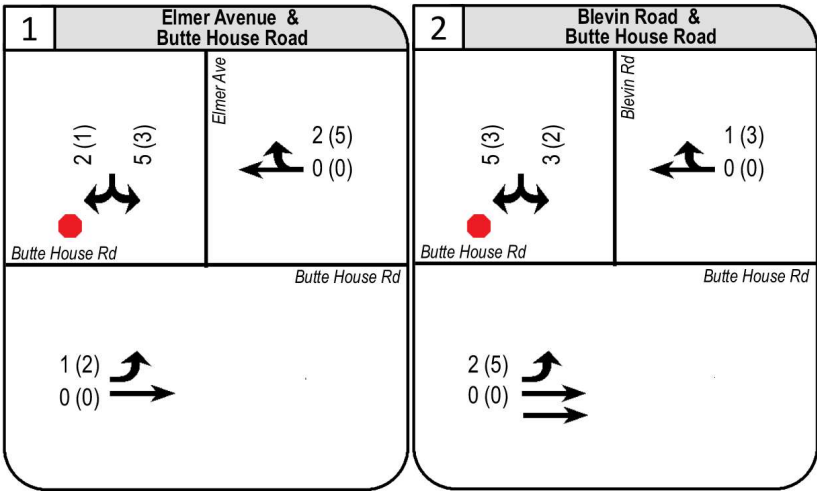


Figure 3. Project AM (PM) Peak Hour Trip Assignment and Lane Geometry

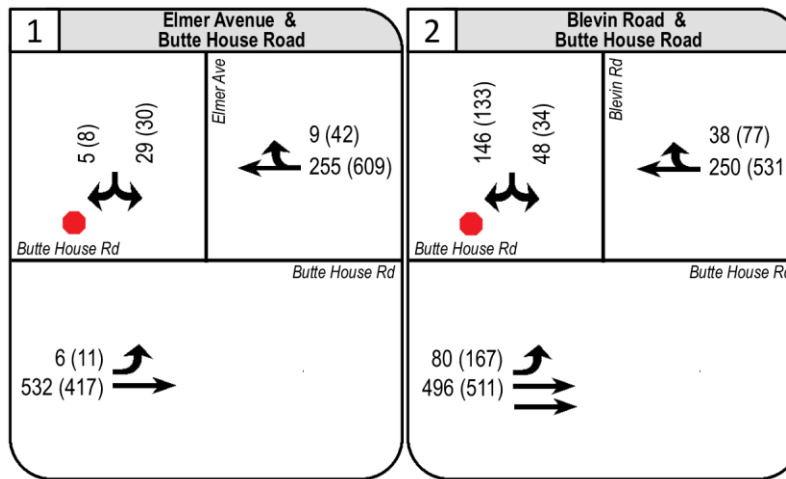


Figure 4. “Existing Plus Project” Weekday AM (PM) Peak Hour Intersection Volumes and Lane Geometry

INTERSECTION LOS RESULTS

Table 4 presents a summary of the intersection LOS operations under weekday AM and PM peak hour Existing and Existing Plus Project conditions.

Table 4. Intersection Operations

#	Intersection	Control Type	LOS Criteria	Peak Hour	Existing		Existing Plus Project	
					Delay (sec)	LOS	Delay (sec)	LOS
1	Elmer Avenue & Butte House Road	OWSC ¹	D	AM	17.1	C	17.2	C
				PM	22.1	C	22.6	C
2	Blevin Road & Butte House Road	OWSC ¹	D	AM	14.3	B	14.7	B
				PM	27.1	D	28.9	D
Notes: ¹ OWSC = One-Way Stop-Controlled								

As shown in **Table 4**, all intersections operate at acceptable LOS (LOS “D” or better) under Existing and Existing Plus Project conditions. Synchro software HCM 6th Edition intersection LOS output reports are included in **Attachment D**.

ROADWAY CAPACITY ON ELMER AVENUE

The operations of Elmer Avenue north of Butte House Road were analyzed to determine if the relatively narrow cross-section of Elmer Avenue would affect capacity of the roadway once Project trips were added. The highest peak hour two-directional volume on Elmer Avenue was assumed to be 10% of the roadway’s average daily traffic (ADT). Based on the Project distribution, the Project would add 120 daily trips to the roadway. **Table 5** shows the Existing and Existing Plus Project operations of the roadway segment compared to the acceptable capacity of the three facility types shown in **Table 2**.

Table 5. Existing and Existing Plus Project Roadway Operations

Segment	LOS Criteria	Facility Type ¹	Max ADT for Acceptable LOS ¹	Existing ADT	Project ADT	Existing Plus Project ADT	LOS Acceptable?
Elmer Ave north of Butte House Rd	D	Rural - Two Lane	16,400	800	120	920	Yes
		Residential	3,000				
		Rural, 2-Lane Road, <24' of Pavement, <6' Shoulders	6,000				
<i>Notes:</i> ¹ See Table 2.							

As shown in **Table 7**, under Existing Plus Project conditions, Elmer Avenue is projected to operate at an acceptable LOS and is not expected to exceed capacity.

SIGNAL WARRANTS

A signal warrant analysis was performed for the two unsignalized study intersections based on California Manual on Uniform Traffic Control Devices (CA MUTCD) Peak Hour Signal Warrant #3. The intersection of Elmer Avenue with Butte House Road does not meet the peak hour signal warrant in the AM or PM peak hours. The intersection of Blevin Road with Butte House Road does not meet the peak hour signal warrant in the AM peak hour but does meet the signal warrant in the PM peak hour. However, it is not recommended to install a traffic signal at the intersection of Blevin Road with Butte House Road because it does not meet the signal warrant during both weekday peak hours, the intersection operates at acceptable LOS, and the intersection does not experience excessive queuing. The signal warrant worksheets are provided in **Attachment E**.

QUEUING ANALYSIS

95th percentile vehicle queuing was analyzed using Synchro software for all movements with turn pockets at which the Project would add trips. **Table 6** shows the available storage lengths and 95th percentile queues under all analysis scenarios. As shown in **Table 6**, all 95th percentile queues are expected to be accommodated by the existing available storage.

Table 6. Queuing Analysis Results

Intersection	Movement	Storage (ft) ¹	Control Type	Peak Hour	95 th Percentile Queue (ft)	
					Existing Conditions	Existing Plus Project Conditions
#1, Butte House Road & Elmer Avenue	EBL	80	OWSC ¹	AM	0	0
				PM	0	0
#2, Butte House Road & Blevin Road	EBL	210	OWSC ¹	AM	25	25
				PM	25	25
Notes: ¹ OWSC = One-Way Stop-Controlled						

CUMULATIVE CONDITIONS ANALYSES

The Elmer Avenue & Butte House Road intersection and the segment of Elmer Avenue north of Butte House Road have been analyzed under future year (2035) Cumulative and Cumulative Plus Project conditions. This Cumulative analysis is intended to quantify future operations on Elmer Road with construction of the planned Tuly Parkway extension to Butte House Road, as well as the proposed Project.

CUMULATIVE TRAFFIC VOLUMES

Cumulative volumes at the Elmer Avenue & Butte House Road intersection were developed using data from the Yuba City Travel Demand Model (TDM) 2020 Base Year and 2035 Market Scenario. The 2035 Market Scenario assumed the planned Tully Parkway extension was in place, as well as an extension of Elmer Avenue north to Pease Road. The model showed a slight decrease in volumes on Elmer Avenue in the 2035 Market Scenario due to re-routed traffic using the new roadway extensions. However, 2035 Market Scenario model volumes showed an increase in Butte House Road volumes over 2020 Base Year. Base Year and Market Scenario model volumes were used to process Existing conditions volumes via the Furness Method in order to obtain Cumulative Conditions volumes. Project trips were added to Cumulative condition volumes to get Cumulative Plus Project volumes. The model also showed a widening of Butte House Road to four lanes. Cumulative and Cumulative Plus Project peak hour volumes and lane geometry at Elmer Avenue & Butte House Road are shown in **Figures 5 and 6**, respectively.

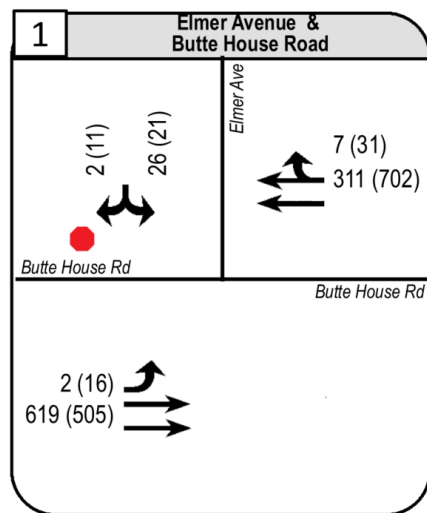


Figure 5. "Cumulative" Weekday AM (PM) Peak Hour Intersection Volumes and Lane Geometry

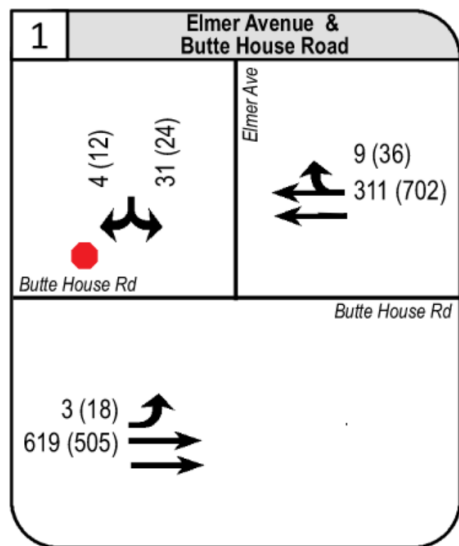


Figure 6. "Cumulative Plus Project" Weekday AM (PM) Peak Hour Intersection Volumes and Lane Geometry

Cumulative (2035) conditions roadway volumes on Elmer Avenue were determined by applying a yearly growth rate to Existing conditions ADT volumes on Elmer Avenue. The highest peak hour volumes on Elmer

Avenue were assumed to be 10% of the roadway's Existing ADT. A yearly growth rate of -0.11% was calculated based on the TDM 2020 Base Year daily volumes and 2035 Market Scenario daily volumes on Elmer Avenue.

INTERSECTION, ROADWAY SEGMENT, AND QUEUEING OPERATIONS

Table 7 presents a summary of the intersection LOS operations under weekday AM and PM peak hour Cumulative and Cumulative Plus Project conditions.

Table 7. Cumulative and Cumulative Plus Project Intersection Operations

#	Intersection	Control Type	LOS Criteria	Peak Hour	Cumulative		Cumulative Plus Project	
					Delay (sec)	LOS	Delay (sec)	LOS
1	Elmer Avenue & Butte House Road	OWSC ¹	D	AM	18.3	C	18.4	C
				PM	16.6	C	16.9	C

Notes:
¹ OWSC = One-Way Stop-Controlled

As shown in **Table 7**, all intersections operate at acceptable LOS (LOS "D" or better) under Cumulative and Cumulative Plus Project conditions. Synchro software HCM 6th Edition intersection LOS output reports are included in **Attachment D**.

Operations for the segment of Elmer Avenue north of Butte House Road under Cumulative and Cumulative Plus Project conditions are shown in **Table 8**.

Table 8. Cumulative and Cumulative Plus Project Roadway Operations

Segment	Facility Type	LOS Criteria	Max ADT for Acceptable LOS ¹	Cumulative ADT	Project ADT	Cumulative Plus Project ADT	LOS Acceptable?
Elmer Avenue north of Butte House Road	Rural - Two Lane	D	16,400	784	120	904	Yes

Notes:
¹ See Table 2.

As shown in **Table 8**, Elmer Avenue is projected to operate at acceptable LOS under Cumulative and Cumulative Plus Project conditions.

As shown in **Table 9**, all 95th percentile queues are expected to be accommodated by the existing available storage under Cumulative and Cumulative Plus Project conditions.

Table 9. Cumulative and Cumulative Plus Project Queuing Analysis Results

Intersection	Movement	Storage (ft) ¹	Control Type	Peak Hour	95 th Percentile Queue (ft)	
					Cumulative	Cumulative Plus Project
#1, Butte House Road & Elmer Avenue	EBL	80	OWSC ¹	AM	0	0
				PM	0	0

Notes:
¹ OWSC = One-Way Stop-Controlled

In order to observe the effects on Elmer Avenue if the Tully Parkway extension was not built, a version of the 2035 Market Scenario TDM was run in which the Tully Parkway extension was not in place. Model outputs showed that volumes on Elmer Avenue were not significantly affected by the removal of the Tully Parkway extension. The 2035 Market Scenario assumes little to no land use growth in the vicinity of Elmer Avenue, which means without the planned roadway extensions, volumes on Elmer Avenue would remain similar to

existing counts. Therefore, traffic operations on Elmer Avenue were projected to remain acceptable without the Tuly Parkway extension in place.

PROJECT TRAFFIC ON TULY PARKWAY/BRADLEY ESTATES DRIVE

A separate future project proposes to extend Tuly Parkway south to Butte House Road. When this project is completed, traffic from the Thiara Estates Project would likely utilize the Tuly Parkway Extension. However, until the extension is in place, a portion of Project traffic traveling to SR-99 or Butte House Road would utilize Tuly Parkway and Bradley Estates Drive to reach Blevin Road. Therefore, traffic count data was collected at the intersection of Bradley Estates Drive with Blevin Road to evaluate the effect of Project traffic on Tuly Parkway and Bradley Estates Drive west of Blevin Road.

Based on the Project trip distribution, it is estimated that 68-percent of Project trips will utilize the Bradley Estates Drive and Blevin Road intersection for trips to/from the Project site. During the AM peak-hour, 19 trips are anticipated to be added to the west leg of the Bradley Estates Drive and Blevin Road intersection. During the PM peak-hour, 25 trips are anticipated to be added to the west leg of the intersection. The existing Plus Project traffic volumes on Bradley Estates Drive west of Blevin Road, increased to account for school being out of session, are as follows:

- AM Peak Hour: 28 vehicles + 19 Project trips = 47 total vehicles
- PM Peak Hour: 35 vehicles + 25 Project trips = 60 total vehicles

As the existing volumes on Tuly Parkway and Bradley Estates Drive were found to be relatively low, the addition of the Project trips is not expected to adversely affect Tuly Parkway and Bradley Estates Drive under current traffic conditions.

INTERNAL SITE CIRCULATION AND SITE ACCESS

INTERNAL CIRCULATION

Internal circulation within the Project site would occur on bi-directional local streets, as depicted in **Attachment B**. It is assumed that sidewalks would be constructed on internal site roadways and should connect to external existing sidewalks. Similarly, it is also assumed that curb ramps would be constructed at appropriate locations throughout the project site.

SITE ACCESS

The Project would gain access to the surrounding roadway network via two (2) Project roadway connections. One (1) Project roadway connection would be provided to Elmer Avenue and one (1) Project roadway connection would be provided to Tuly Parkway.

The new roadway connections on Elmer Avenue and Tuly Parkway are assumed to be full-access and side-street stop-controlled, similar to the intersections in the adjacent neighborhoods. Due to the low volumes generated by the Project site, the proposed site access is considered adequate.

Based on the site plan shown in **Attachment B**, it appears that emergency vehicles would have sufficient access throughout the project site, as well as multiple access points for the site. Thus, emergency access to the project is considered adequate.

SIGHT DISTANCE

A sight distance analysis was performed qualitatively at the two (2) Project roadway connections on Elmer Avenue and Tuly Parkway. Elmer Avenue and Tuly Parkway are low-speed facilities (35 miles per hour or less) and do not have significant horizontal or vertical curvature. The adjacent driveways and intersections to the Project roadway connections are anticipated to have low traffic volumes and are not anticipated to conflict with the Project roadway connections. It is recommended to maintain any vegetation in the vicinity of the Project roadway connections to preserve adequate sight distance.

TRANSIT, BICYCLES, AND PEDESTRIANS

The nearest bus stops to the Project site are located at the Butte House Road and Harter Parkway intersection and the Butte House Road & Tharp Road intersection. The bus stop at the Butte House Road and Harter Parkway intersection is located approximately one-mile from the site and serves Yuba-Sutter Transit Route 1 and Route 5. The bus stops at the Butte House Road & Tharp Road intersection are located approximately one-mile from the site and serves Yuba-Sutter Transit Route 1 and Route 5. The Project is not anticipated to affect existing transit facilities.

Existing striped bicycle lanes are present along Butte House Road and Tuly Parkway. No bicycle facilities are provided along Elmer Avenue or Blevin Road. Sidewalks are present along the southern edge of Butte House Road between Harter Parkway and Blevin Road. Existing curb ramps and striped crosswalks are present on the southern leg of the Blevin Road and Butte House Road intersection.

The Project proposes to construct a sidewalk along Tuly Parkway adjacent to the eastern Project frontage. Additionally, Project proposes to construct curb ramps on the proposed western leg of the intersection of Tuly Parkway with Bradley Estates Drive. The Project would provide adequate connectivity to existing bicycle and pedestrian facilities.

VEHICLES MILES TRAVELED ANALYSIS

Senate Bill 743 (SB 743), signed in 2013, required changes to California Environmental Quality Act (CEQA) guidelines on the measurement and identification of transportation impacts due to new projects in California. Revised CEQA Guidelines were adopted in 2018 which identified Vehicles Miles Traveled (VMT) as the most appropriate metric to evaluate transportation impacts. Statewide implementation of assessment of VMT as a metric of transportation impact occurred for all jurisdictions on July 1, 2020. The Governor's Office of Planning and Research (OPR) Technical Advisory on Evaluating Transportation Impacts in CEQA (OPR Technical Advisory) (December 2018), contains technical recommendations regarding assessment of VMT, thresholds of significance, and mitigation measures.

As Yuba City has not currently adopted VMT significance criteria or guidelines, Project VMT impact has been analyzed using criteria outlined in the County of Sacramento Transportation Analysis Guidelines (September 10, 2020). The Transportation Analysis Guidelines were selected as they represent guidelines developed for a similar, neighboring jurisdiction, and therefore were considered reasonably applicable in Yuba City.

Per the Transportation Analysis Guidelines, an approved screening map was used to assess significant impacts to VMT. The approved screening map was developed by Sacramento Area Council of Governments (SACOG) and uses HEX geography. Residential VMT per capita per HEX is calculated by tallying all household VMTs, including VMT traveling outside the region, generated by the residents living at the HEX and divided by the total population in the HEX. Consistent with SACOG guidelines, the Project specific VMT threshold is defined as total household VMT per capita achieving 15-percent reduction compared to regional average.

The SACOG screening map indicated that one (1) HEX area covers the Project site. The HEX number for the Project site is CN-64. **Figure 7** shows a screenshot of the SACOG screening map with the approximate Project site location indicated. **Table 10** provides the regional Average Residential VMT per Capita and the Average Residential VMT per capita for the HEX, along with the percent change between the regional and HEX VMT per capita. As shown in **Table 10**, the HEX location associated with the Project achieves at least a 15-percent reduction in VMT per capita compared to regional average. Thus, the Project impacts on VMT are considered less than significant and no mitigation measures are recommended.

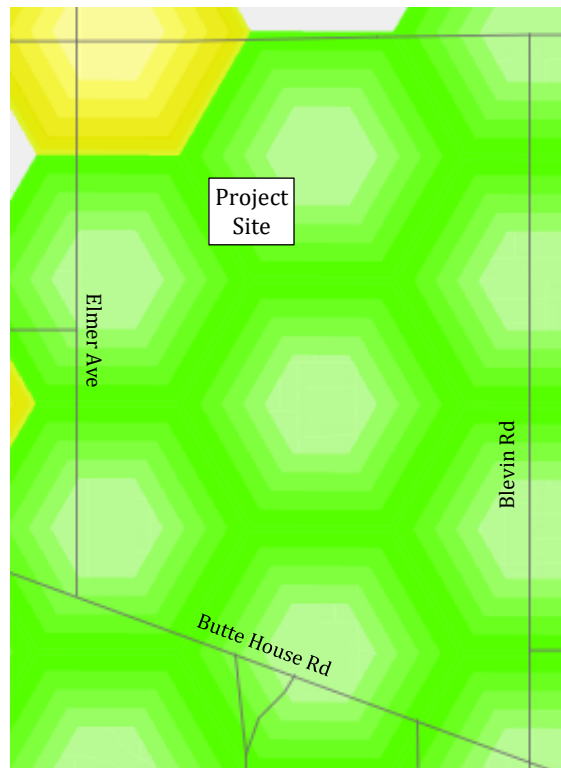


Figure 7. Excerpt of SACOG Residential Screening Map

Table 10. Project Area Average Residential VMT per Capita Comparison

Regional Average	HEX	
	CN-64	
VMT/Capita ¹	VMT/Capita ¹	Percent Change ²
20.82	15.95	-23.4%
Note: ¹ VMT/Capita represents Average Residential VMT per capita. ² Percent change represents percent change from regional average.		

CONCLUSION

The proposed Project is anticipated to generate a total of 374 daily primary trips, 28 AM peak hour primary trips (7 inbound, 21 outbound), and 36 PM peak hour primary trips (23 inbound, 13 outbound) under typical weekday traffic demand conditions.

Intersection LOS at all study intersections was projected to be acceptable (LOS "D" or better) under all study scenarios. Under Existing Plus Project conditions, the roadway segment of Elmer Avenue north of Butte House Road is projected to operate at an acceptable LOS and is not expected to exceed capacity. All 95th percentile queues are expected to be accommodated by the existing available storage. The intersection of Elmer Avenue with Butte House Road does not meet the peak hour signal warrant in the AM or PM peak hours. The intersection of Blevin Road with Butte House Road does not meet the peak hour signal warrant in the AM peak hour but does meet the signal warrant in the PM peak hour. However, it is not recommended to install a traffic signal at the intersection of Blevin Road with Butte House Road because it does not meet the signal warrant during both weekday peak hours, the intersection operates at acceptable LOS, and the intersection does not experience excessive queuing.

The Elmer Avenue & Butte House Road intersection and the segment of Elmer Avenue north of Butte House Road were analyzed under future year (2035) Cumulative and Cumulative Plus Project conditions in order to quantify future operations on Elmer Road with construction of the planned Tuly Parkway extension and the proposed Project.

The intersection of Elmer Avenue & Butte House Road and the segment of Elmer Avenue north Butte House Road of were projected to operate at acceptable LOS.

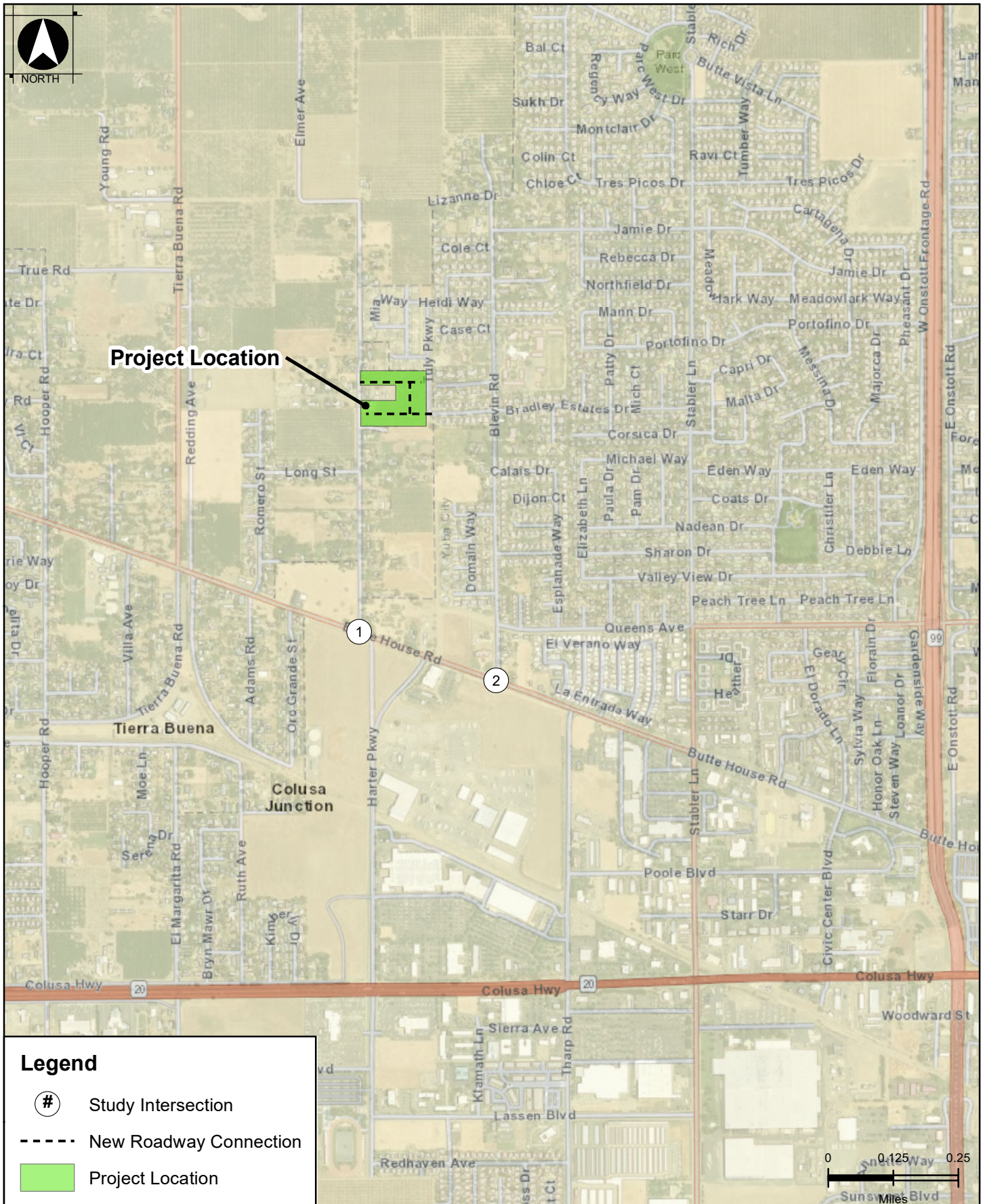
The addition of Project traffic is not anticipated to adversely affect the segment of Tuly Parkway/Bradley Estate Drive west of Blevin Road.

Based upon a review of the Project site, Project access, site internal circulation, and emergency access are considered adequate. It is recommended to maintain any vegetation in the vicinity of the Project roadway connections on Elmer Avenue and Tuly Parkway to preserve adequate sight distance.

The Yuba-Sutter Transit Route has bus stops located approximately one-mile from the Project site. The Project is not anticipated to affect existing transit facilities. The Project would provide adequate connectivity to existing bicycle and pedestrian facilities.

The SACOG screening map indicated that the HEX location associated with the Project achieves at least a 15-percent reduction in VMT per capita comparing to regional average. Thus, the Project impacts on VMT are considered less than significant and no mitigation measures are recommended.

ATTACHMENT A
PROJECT LOCATION AND STUDY FACILITIES

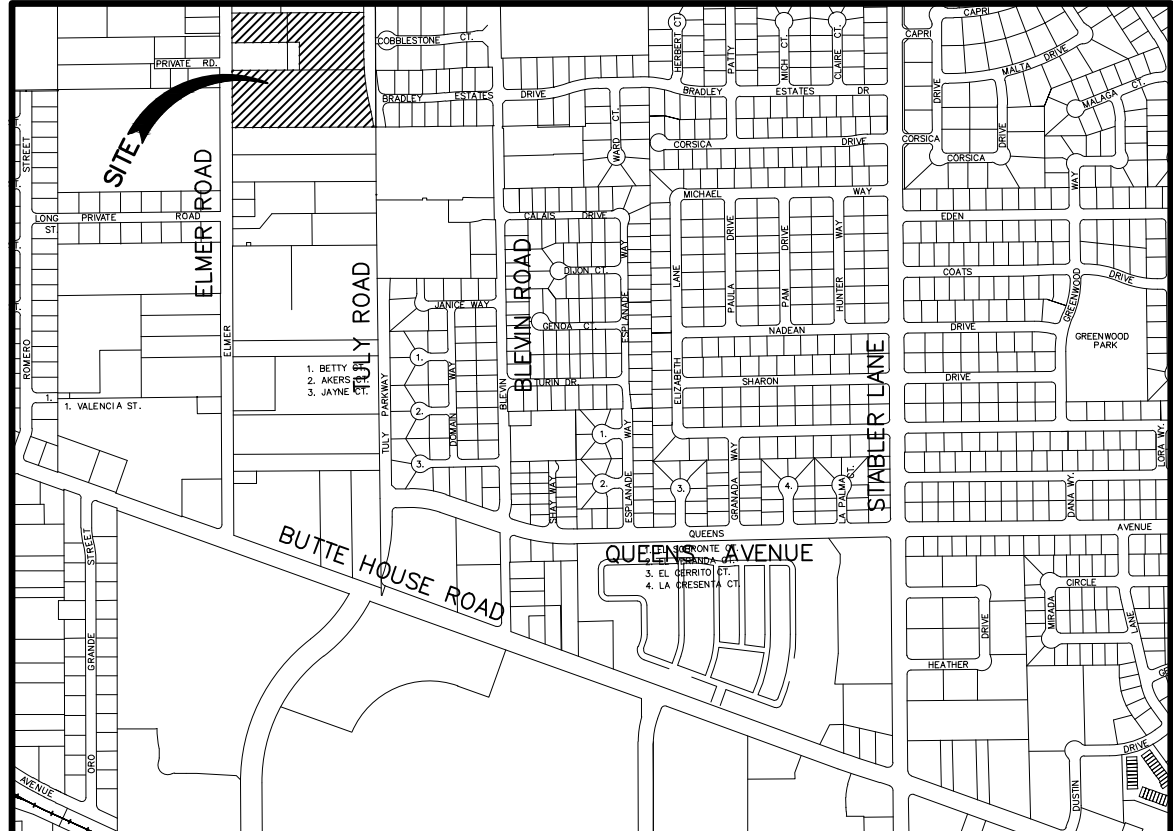
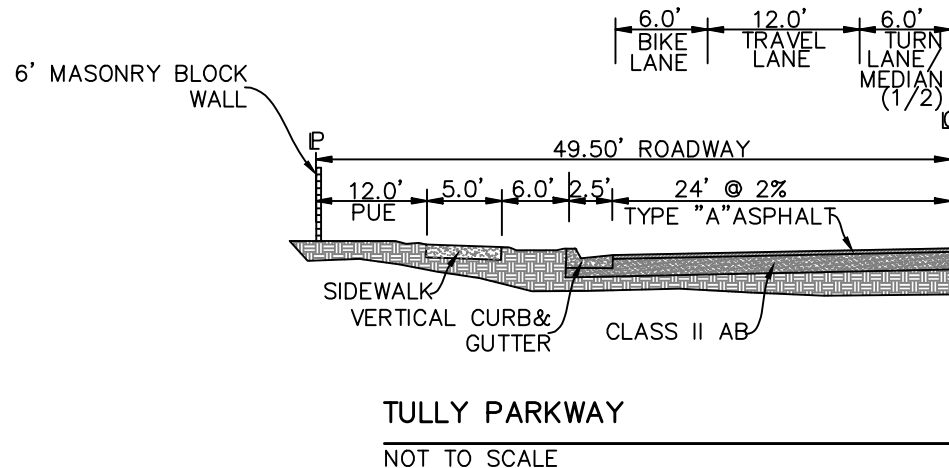
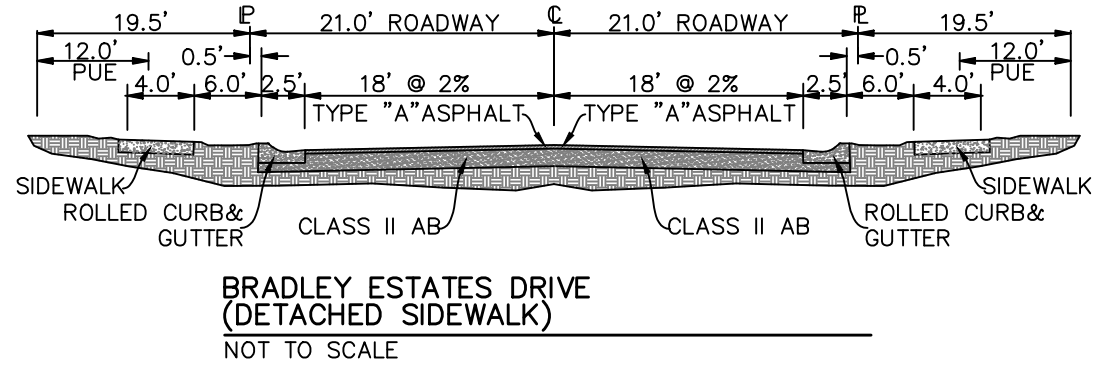
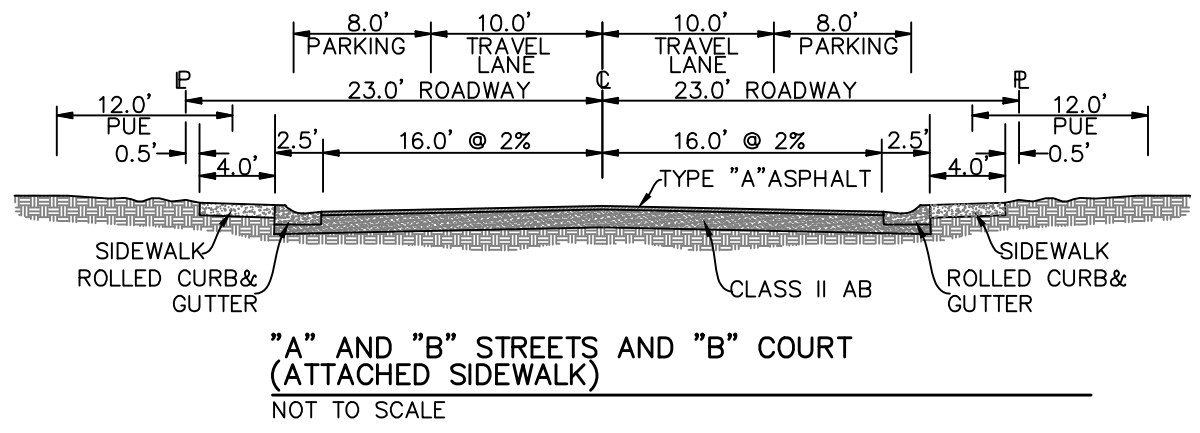
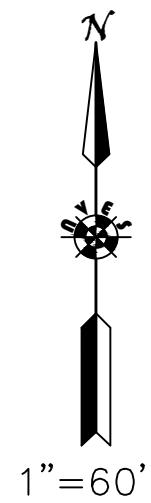
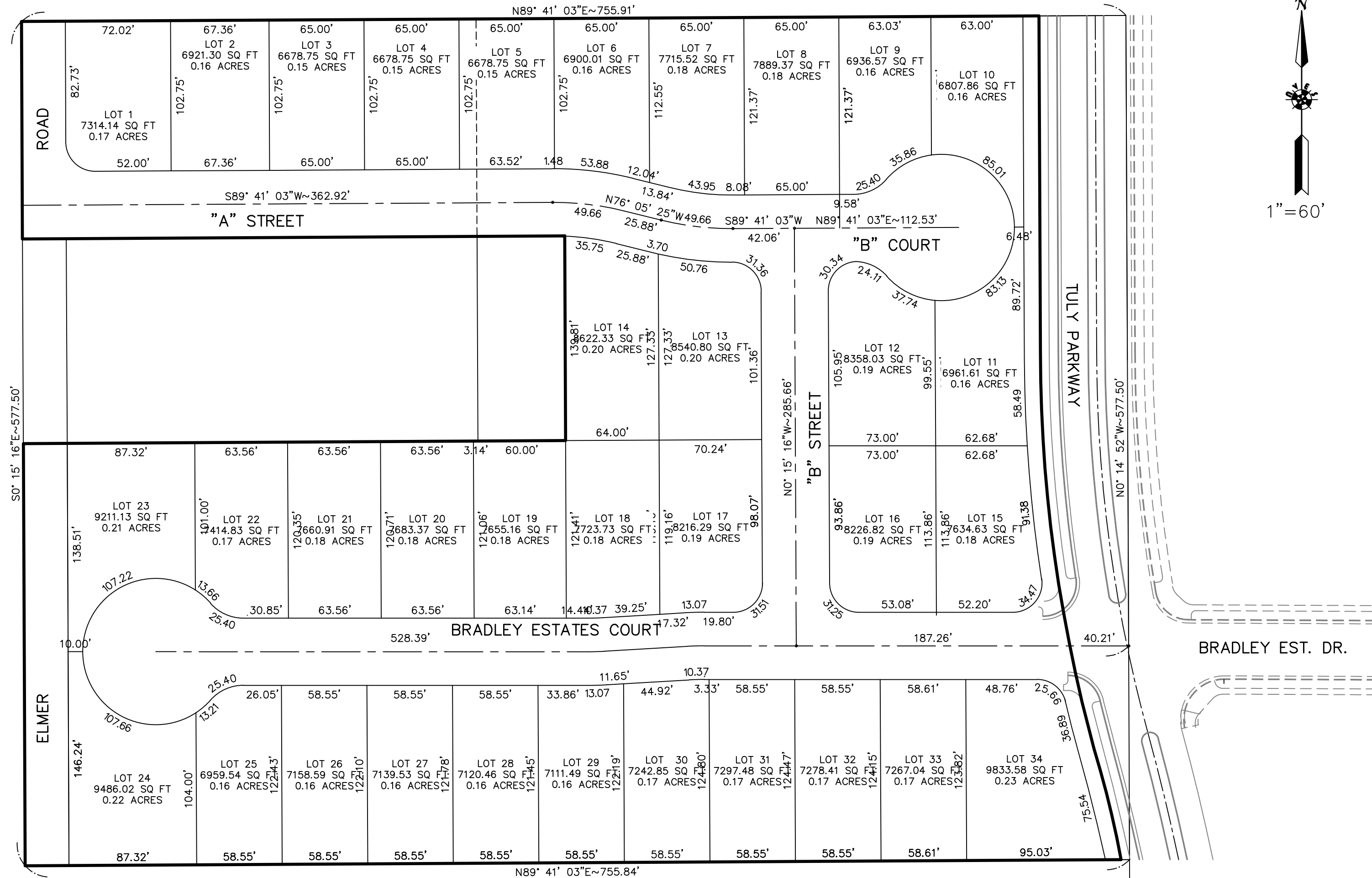


Project Location and Study Facilities
 Thiara Estates Traffic Operations Memorandum
 Yuba City, CA
 October 2022

Figure 1



ATTACHMENT B
PROJECT SITE PLAN



DRAFT
SUBJECT TO CHANGE THROUGH
CITY APPROVAL PROCESS

PROJECT NOTES:

OWNER:
SARBUT THIARA JR.
2599 REED ROAD
YUBA CITY, CA 95993
(530) 682-5861

DEVELOPER:
SARBUT THIARA JR.
2599 REED ROAD
YUBA CITY, CA 95993
(530) 682-5861

ENGINEER/SURVEYOR:
NORTH VALLEY ENGINEERING
AND SURVEYING
1547 STARR DRIVE SUITE "J"
YUBA CITY, CALIFORNIA 95993
(530) 713-0417

ASSESSOR'S PARCEL NUMBER:
APN: 17-066-021, 003 AND 005

AREA OF ALL PARCEL
8.19 GROSS ACRES +/-

EXISTING USE:
ORCHARD

PROPOSED USE
SINGLE FAMILY HOMES

EXISTING ZONING:
R-1

PROPOSED ZONING:
R-1

EXISTING GENERAL PLAN DESIGNATION:
LOW DENSITY RESIDENTIAL

PROPOSED GENERAL PLAN DESIGNATION:
LOW DENSITY RESIDENTIAL

WATER, SEWER
CITY OF YUBA CITY

STORM DRAINAGE
CITY OF YUBA CITY & SUTTER COUNTY

UNDERGROUND ALERT SERVICES:
1-800-642-2444

ELECTRIC & NATURAL GAS:
PACIFIC GAS AND ELECTRIC

COMMUNICATIONS
AT & T AND COMCAST

CABLE
COMCAST

TENTATIVE SUBDIVISION MAP
THIARA ESTATES

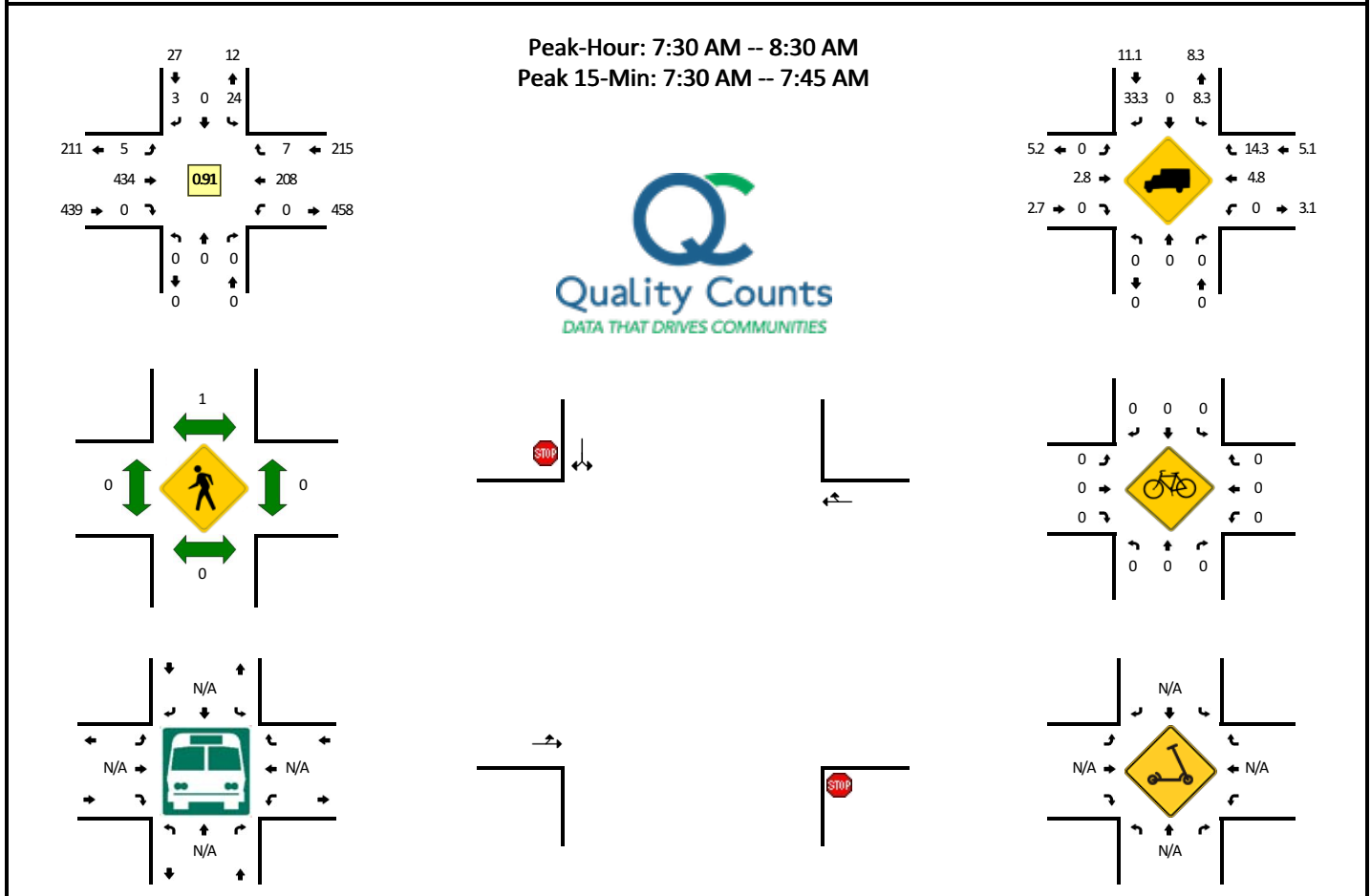
BEING A PORTION OF SECTION 8 T15N, R3E, M.D.B.&M.
YUBA CITY, CALIFORNIA
JANUARY 2022

PREPARED BY:
NVE
NORTH VALLEY ENGINEERING AND SURVEYING
1547 STARR DRIVE SUITE "J"
YUBA CITY, CA 95993
(530) 713-0417

ATTACHMENT C
TRAFFIC COUNTS

LOCATION: Elmer Ave -- Butte House Rd
CITY/STATE: Yuba City, CA

QC JOB #: 15852801
DATE: Thu, Jun 9 2022

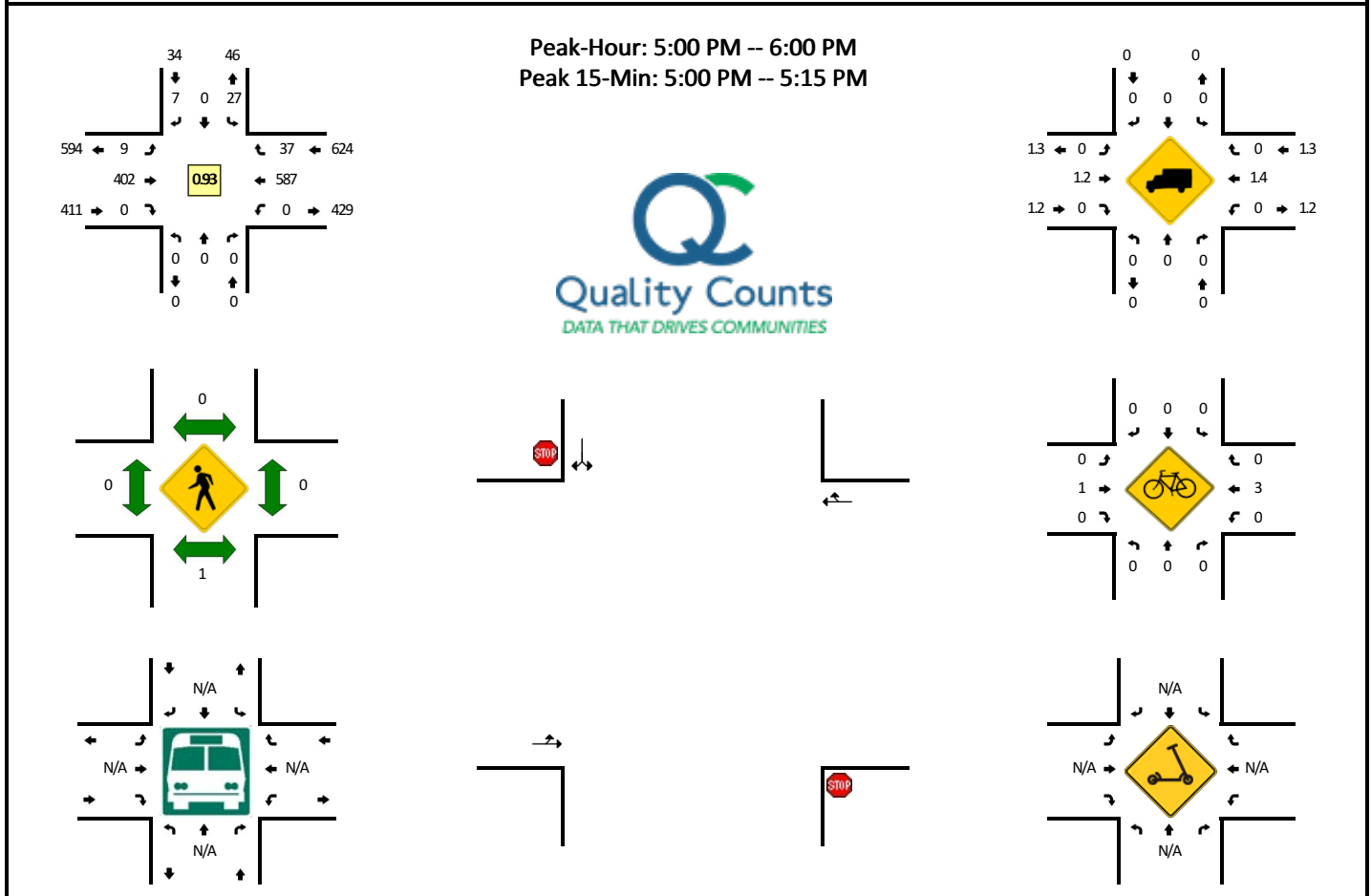


15-Min Count Period Beginning At	Elmer Ave (Northbound)				Elmer Ave (Southbound)				Butte House Rd (Eastbound)				Butte House Rd (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
7:00 AM	0	0	0	0	3	0	0	0	0	83	0	0	0	29	2	0	117	
7:15 AM	0	0	0	0	8	0	2	0	0	95	0	0	0	38	0	0	143	
7:30 AM	0	0	0	0	3	0	1	0	0	119	0	0	0	63	2	0	188	
7:45 AM	0	0	0	0	8	0	0	0	1	122	0	0	0	45	0	0	176	624
8:00 AM	0	0	0	0	6	0	0	0	2	94	0	0	0	46	0	0	148	655
8:15 AM	0	0	0	0	7	0	2	0	2	99	0	0	0	54	5	0	169	681
8:30 AM	0	0	0	0	4	0	2	0	0	95	0	0	0	52	3	0	156	649
8:45 AM	0	0	0	0	4	0	0	0	0	92	0	0	0	47	2	0	145	618
Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total	
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
All Vehicles	0	0	0	0	12	0	4	0	0	476	0	0	0	252	8	0	752	
Heavy Trucks	0	0	0	0	4	0	0	0	0	12	0	0	0	12	4	0	32	
Buses																		
Pedestrians		0				0				0				0			0	
Bicycles	0	0	0		0	0	0		0	0	0		0	0	0		0	
Scoters																		

Comments:

LOCATION: Elmer Ave -- Butte House Rd
CITY/STATE: Yuba City, CA

QC JOB #: 15852802
DATE: Thu, Jun 9 2022

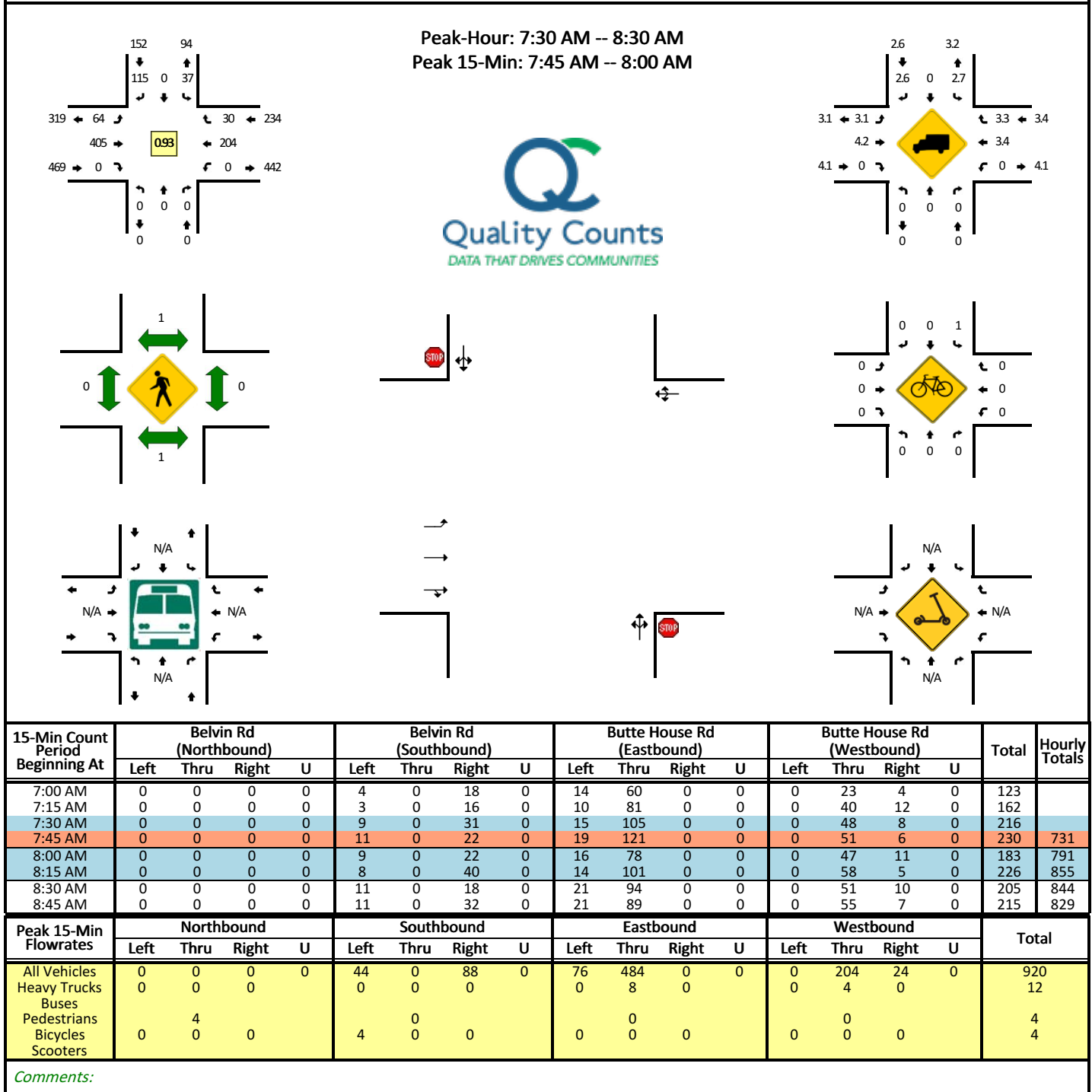


15-Min Count Period Beginning At	Elmer Ave (Northbound)				Elmer Ave (Southbound)				Butte House Rd (Eastbound)				Butte House Rd (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
4:00 PM	0	0	0	0	6	0	0	0	2	101	0	0	0	122	4	0	235	
4:15 PM	0	0	0	0	9	0	3	0	5	82	0	0	0	151	7	0	257	
4:30 PM	0	0	0	0	5	0	0	0	2	106	0	0	0	140	7	0	260	
4:45 PM	0	0	0	0	7	0	1	0	2	88	0	0	0	124	9	0	231	983
5:00 PM	0	0	0	0	7	0	1	0	1	99	0	0	0	168	10	0	286	1034
5:15 PM	0	0	0	0	5	0	4	0	5	123	0	0	0	137	11	0	285	1062
5:30 PM	0	0	0	0	4	0	2	0	3	94	0	0	0	149	9	0	261	1063
5:45 PM	0	0	0	0	11	0	0	0	0	86	0	0	0	133	7	0	237	1069
Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total	
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
All Vehicles	0	0	0	0	28	0	4	0	4	396	0	0	0	672	40	0	1144	
Heavy Trucks	0	0	0	0	0	0	0	0	0	12	0	0	0	8	0	0	20	
Buses																		
Pedestrians		0				0				0				0			0	
Bicycles	0	0	0		0	0	0		0	4	0		0	0	0		4	
Scoters																		

Comments:

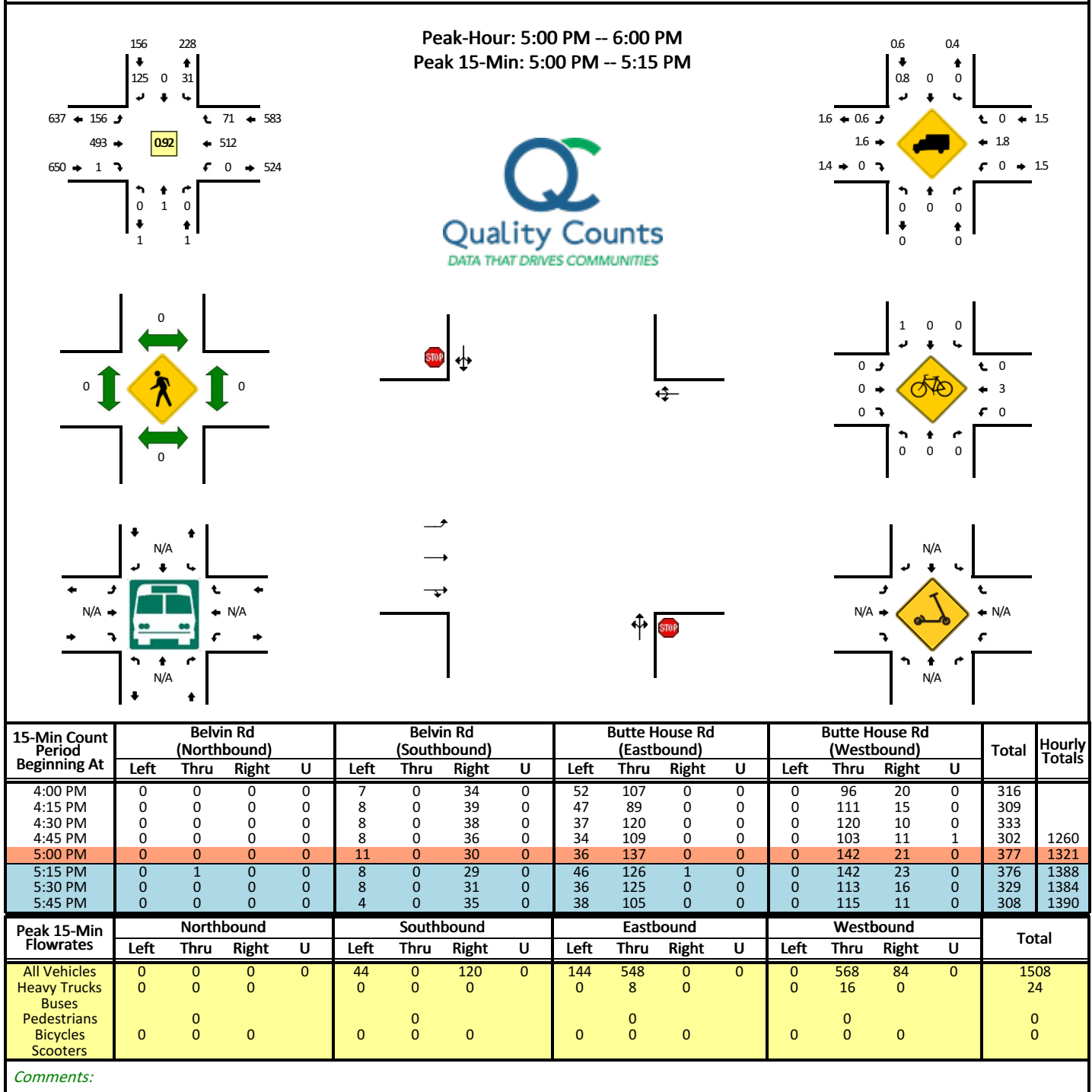
LOCATION: Belvin Rd -- Butte House Rd
CITY/STATE: Yuba City, CA

QC JOB #: 15852803
DATE: Thu, Jun 9 2022



LOCATION: Belvin Rd -- Butte House Rd
CITY/STATE: Yuba City, CA

QC JOB #: 15852804
DATE: Thu, Jun 9 2022



Mainline VDS 3415061 - 99SB JSO Butte House/Mainline VDS 3415064 - 99NB JSO Butte House
May 2022 - AM Peak

Hour	Lane 1 Flow (Veh/Hour)	Lane 2 Flow (Veh/Hour)	Flow (Veh/Hour)	# Lane Points	% Observed
6:00:00 AM	243	235	478	24	100
7:00:00 AM	249	367	616	24	100
8:00:00 AM	263	369	632	24	100
6:00:00 AM	221	227	448	24	100
7:00:00 AM	304	399	703	24	100
8:00:00 AM	265	381	646	24	100
6:00:00 AM	228	239	467	24	100
7:00:00 AM	295	342	637	24	100
8:00:00 AM	282	395	677	24	100
6:00:00 AM	240	235	475	24	100
7:00:00 AM	313	354	667	24	100
8:00:00 AM	306	371	677	24	100
6:00:00 AM	213	224	437	24	100
7:00:00 AM	252	345	597	24	100
8:00:00 AM	250	342	592	24	100
6:00:00 AM	345	326	671	24	100
7:00:00 AM	430	409	839	24	100
8:00:00 AM	401	364	765	24	100
6:00:00 AM	370	318	688	24	100
7:00:00 AM	489	382	871	24	100
8:00:00 AM	380	384	764	24	100
6:00:00 AM	384	329	713	24	100
7:00:00 AM	441	397	838	24	100
8:00:00 AM	412	382	794	24	100
6:00:00 AM	397	350	747	24	100
7:00:00 AM	416	422	838	24	100
8:00:00 AM	437	401	838	24	100
6:00:00 AM	351	320	671	24	100
7:00:00 AM	464	426	890	24	100
8:00:00 AM	430	405	835	24	100

Mainline VDS 3415061 - 99SB JSO Butte House/Mainline VDS 3415064 - 99NB JSO Butte House
June 2022 - AM Peak

Hour	Lane 1 Flow (Veh/Hour)	Lane 2 Flow (Veh/Hour)	Flow (Veh/Hour)	# Lane Points	% Observed	
6:00:00 AM		218	219	437	24	0
7:00:00 AM		267	342	609	24	0
8:00:00 AM		242	329	571	24	0
6:00:00 AM		186	227	413	24	100
7:00:00 AM		249	288	537	24	100
8:00:00 AM		254	303	557	24	100
6:00:00 AM		209	235	444	24	100
7:00:00 AM		234	268	502	24	100
8:00:00 AM		213	285	498	24	100
6:00:00 AM		226	243	469	24	100
7:00:00 AM		244	277	521	24	100
8:00:00 AM		219	279	498	24	100
6:00:00 AM		195	218	413	24	100
7:00:00 AM		221	242	463	24	100
8:00:00 AM		191	265	456	24	100
6:00:00 AM		293	283	576	24	0
7:00:00 AM		409	421	830	24	0
8:00:00 AM		342	367	709	24	0
6:00:00 AM		273	309	582	24	100
7:00:00 AM		298	354	652	24	100
8:00:00 AM		335	368	703	24	100
6:00:00 AM		286	289	575	24	100
7:00:00 AM		338	380	718	24	100
8:00:00 AM		324	371	695	24	100
6:00:00 AM		277	293	570	24	100
7:00:00 AM		295	338	633	24	100
8:00:00 AM		330	341	671	24	100
6:00:00 AM		261	282	543	24	100
7:00:00 AM		304	346	650	24	100
8:00:00 AM		293	346	639	24	100

Mainline VDS 3415061 - 99SB JSO Butte House/Mainline VDS 3415064 - 99NB JSO Butte House
May 2022 - PM Peak

Hour	Lane 1 Flow (Veh/Hour)	Lane 2 Flow (Veh/Hour)	Flow (Veh/Hour)	# Lane Points	% Observed
3:00:00 PM	375	492	867	24	100
4:00:00 PM	375	538	913	24	100
5:00:00 PM	433	555	988	24	100
3:00:00 PM	373	489	862	24	100
4:00:00 PM	443	533	976	24	100
5:00:00 PM	408	536	944	24	100
3:00:00 PM	365	490	855	24	100
4:00:00 PM	441	532	973	24	100
5:00:00 PM	417	555	972	24	100
3:00:00 PM	386	521	907	24	100
4:00:00 PM	467	561	1028	24	100
5:00:00 PM	391	562	953	24	100
3:00:00 PM	439	556	995	24	100
4:00:00 PM	435	587	1022	24	100
5:00:00 PM	459	594	1053	24	100
3:00:00 PM	375	492	867	24	100
4:00:00 PM	375	538	913	24	100
5:00:00 PM	433	555	988	24	100
3:00:00 PM	373	489	862	24	100
4:00:00 PM	443	533	976	24	100
5:00:00 PM	408	536	944	24	100
3:00:00 PM	365	490	855	24	100
4:00:00 PM	441	532	973	24	100
5:00:00 PM	417	555	972	24	100
3:00:00 PM	386	521	907	24	100
4:00:00 PM	467	561	1028	24	100
5:00:00 PM	391	562	953	24	100
3:00:00 PM	439	556	995	24	100
4:00:00 PM	435	587	1022	24	100
5:00:00 PM	459	594	1053	24	100

Mainline VDS 3415061 - 99SB JSO Butte House/Mainline VDS 3415064 - 99NB JSO Butte House
June 2022 - PM Peak

Hour	Lane 1 Flow (Veh/Hour)	Lane 2 Flow (Veh/Hour)	Flow (Veh/Hour)	# Lane Points	% Observed
3:00:00 PM	358	516	874	24	100
4:00:00 PM	405	498	903	24	100
5:00:00 PM	390	527	917	24	100
3:00:00 PM	370	497	867	24	100
4:00:00 PM	420	545	965	24	100
5:00:00 PM	398	535	933	24	100
3:00:00 PM	361	497	858	24	100
4:00:00 PM	403	556	959	24	100
5:00:00 PM	404	533	937	24	100
3:00:00 PM	367	505	872	24	100
4:00:00 PM	377	520	897	24	100
5:00:00 PM	387	542	929	24	100
3:00:00 PM	436	510	946	24	100
4:00:00 PM	434	554	988	24	100
5:00:00 PM	400	551	951	24	100
3:00:00 PM	358	516	874	24	100
4:00:00 PM	405	498	903	24	100
5:00:00 PM	390	527	917	24	100
3:00:00 PM	370	497	867	24	100
4:00:00 PM	420	545	965	24	100
5:00:00 PM	398	535	933	24	100
3:00:00 PM	361	497	858	24	100
4:00:00 PM	403	556	959	24	100
5:00:00 PM	404	533	937	24	100
3:00:00 PM	367	505	872	24	100
4:00:00 PM	377	520	897	24	100
5:00:00 PM	387	542	929	24	100
3:00:00 PM	436	510	946	24	100
4:00:00 PM	434	554	988	24	100
5:00:00 PM	400	551	951	24	100

ATTACHMENT D
SYNCHRO OUTPUT REPORTS

1: Butte House Rd & Elmer Ave
Existing (2022) AM Peak-Hour

HCM 6th TWSC

Intersection						
Int Delay, s/veh	0.6					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	5	532	255	7	24	3
Future Vol, veh/h	5	532	255	7	24	3
Conflicting Peds, #/hr	0	0	0	1	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	80	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	91	91	91	91	91	91
Heavy Vehicles, %	0	3	5	14	8	33
Mvmt Flow	5	585	280	8	26	3
Major/Minor	Major1	Major2		Minor2		
Conflicting Flow All	289	0	-	0	880	285
Stage 1	-	-	-	-	285	-
Stage 2	-	-	-	-	595	-
Critical Hdwy	4.1	-	-	-	6.48	6.53
Critical Hdwy Stg 1	-	-	-	-	5.48	-
Critical Hdwy Stg 2	-	-	-	-	5.48	-
Follow-up Hdwy	2.2	-	-	-	3.572	3.597
Pot Cap-1 Maneuver	1284	-	-	-	310	686
Stage 1	-	-	-	-	750	-
Stage 2	-	-	-	-	539	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1283	-	-	-	308	685
Mov Cap-2 Maneuver	-	-	-	-	308	-
Stage 1	-	-	-	-	746	-
Stage 2	-	-	-	-	538	-
Approach	EB	WB		SB		
HCM Control Delay, s	0.1	0		17.1		
HCM LOS	C					
Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	
Capacity (veh/h)	1283	-	-	-	328	
HCM Lane V/C Ratio	0.004	-	-	-	0.09	
HCM Control Delay (s)	7.8	-	-	-	17.1	
HCM Lane LOS	A	-	-	-	C	
HCM 95th %tile Q(veh)	0	-	-	-	0.3	

2: Butte House Rd & Blevin Rd
Existing (2022) AM Peak-Hour

HCM 6th TWSC

Intersection						
Int Delay, s/veh	3.1					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	78	496	250	37	45	141
Future Vol, veh/h	78	496	250	37	45	141
Conflicting Peds, #/hr	0	0	0	1	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	210	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	93	93	93	93	93	93
Heavy Vehicles, %	3	4	3	3	3	3
Mvmt Flow	84	533	269	40	48	152
Major/Minor	Major1	Major2	Minor2			
Conflicting Flow All	310	0	-	0	725	290
Stage 1	-	-	-	-	290	-
Stage 2	-	-	-	-	435	-
Critical Hdwy	4.145	-	-	-	6.645	6.245
Critical Hdwy Stg 1	-	-	-	-	5.445	-
Critical Hdwy Stg 2	-	-	-	-	5.845	-
Follow-up Hdwy	2.2285	-	-	-	3.5285	3.3285
Pot Cap-1 Maneuver	1242	-	-	-	374	746
Stage 1	-	-	-	-	756	-
Stage 2	-	-	-	-	618	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1241	-	-	-	348	745
Mov Cap-2 Maneuver	-	-	-	-	348	-
Stage 1	-	-	-	-	704	-
Stage 2	-	-	-	-	617	-
Approach	EB	WB		SB		
HCM Control Delay, s	1.1	0		14.3		
HCM LOS				B		
Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	
Capacity (veh/h)	1241	-	-	-	584	
HCM Lane V/C Ratio	0.068	-	-	-	0.342	
HCM Control Delay (s)	8.1	-	-	-	14.3	
HCM Lane LOS	A	-	-	-	B	
HCM 95th %tile Q(veh)	0.2	-	-	-	1.5	

1: Butte House Rd & Elmer Ave
Existing (2022) PM Peak-Hour

HCM 6th TWSC

Intersection						
Int Delay, s/veh	0.8					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	9	417	609	37	27	7
Future Vol, veh/h	9	417	609	37	27	7
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	80	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	93	93	93	93	93	93
Heavy Vehicles, %	0	1	1	0	0	0
Mvmt Flow	10	448	655	40	29	8

Major/Minor	Major1	Major2	Minor2		
Conflicting Flow All	695	0	-	0	1143
Stage 1	-	-	-	-	675
Stage 2	-	-	-	-	468
Critical Hdwy	4.1	-	-	-	6.4
Critical Hdwy Stg 1	-	-	-	-	5.4
Critical Hdwy Stg 2	-	-	-	-	5.4
Follow-up Hdwy	2.2	-	-	-	3.5
Pot Cap-1 Maneuver	910	-	-	-	223
Stage 1	-	-	-	-	510
Stage 2	-	-	-	-	634
Platoon blocked, %	-	-	-	-	-
Mov Cap-1 Maneuver	910	-	-	-	221
Mov Cap-2 Maneuver	-	-	-	-	221
Stage 1	-	-	-	-	504
Stage 2	-	-	-	-	634

Approach	EB	WB	SB
HCM Control Delay, s	0.2	0	22.1
HCM LOS			C

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	910	-	-	-	247
HCM Lane V/C Ratio	0.011	-	-	-	0.148
HCM Control Delay (s)	9	-	-	-	22.1
HCM Lane LOS	A	-	-	-	C
HCM 95th %tile Q(veh)	0	-	-	-	0.5

2: Butte House Rd & Blevin Rd
Existing (2022) PM Peak-Hour

HCM 6th TWSC

Intersection						
Int Delay, s/veh	4.1					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	162	511	531	74	32	130
Future Vol, veh/h	162	511	531	74	32	130
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	210	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	1	2	2	0	0	1
Mvmt Flow	176	555	577	80	35	141
Major/Minor	Major1	Major2		Minor2		
Conflicting Flow All	657	0	-	0	1247	617
Stage 1	-	-	-	-	617	-
Stage 2	-	-	-	-	630	-
Critical Hdwy	4.115	-	-	-	6.6	6.215
Critical Hdwy Stg 1	-	-	-	-	5.4	-
Critical Hdwy Stg 2	-	-	-	-	5.8	-
Follow-up Hdwy	2.2095	-	-	-	3.53	3.095
Pot Cap-1 Maneuver	934	-	-	-	180	491
Stage 1	-	-	-	-	542	-
Stage 2	-	-	-	-	498	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	934	-	-	-	146	491
Mov Cap-2 Maneuver	-	-	-	-	146	-
Stage 1	-	-	-	-	440	-
Stage 2	-	-	-	-	498	-
Approach	EB	WB		SB		
HCM Control Delay, s	2.3	0		27.1		
HCM LOS	D					
Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	
Capacity (veh/h)	934	-	-	-	335	
HCM Lane V/C Ratio	0.189	-	-	-	0.526	
HCM Control Delay (s)	9.7	-	-	-	27.1	
HCM Lane LOS	A	-	-	-	D	
HCM 95th %tile Q(veh)	0.7	-	-	-	2.9	

1: Butte House Rd & Elmer Ave
Existing (2022) Plus Project AM Peak-Hour

HCM 6th TWSC

Intersection						
Int Delay, s/veh	0.8					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	6	532	255	9	29	5
Future Vol, veh/h	6	532	255	9	29	5
Conflicting Peds, #/hr	0	0	0	1	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	80	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	91	91	91	91	91	91
Heavy Vehicles, %	0	3	5	14	8	33
Mvmt Flow	7	585	280	10	32	5
Major/Minor	Major1	Major2		Minor2		
Conflicting Flow All	291	0	-	0	885	286
Stage 1	-	-	-	-	286	-
Stage 2	-	-	-	-	599	-
Critical Hdwy	4.1	-	-	-	6.48	6.53
Critical Hdwy Stg 1	-	-	-	-	5.48	-
Critical Hdwy Stg 2	-	-	-	-	5.48	-
Follow-up Hdwy	2.2	-	-	-	3.572	3.597
Pot Cap-1 Maneuver	1282	-	-	-	308	685
Stage 1	-	-	-	-	749	-
Stage 2	-	-	-	-	537	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1281	-	-	-	306	684
Mov Cap-2 Maneuver	-	-	-	-	306	-
Stage 1	-	-	-	-	745	-
Stage 2	-	-	-	-	536	-
Approach	EB	WB		SB		
HCM Control Delay, s	0.1	0		17.2		
HCM LOS	C					
Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	
Capacity (veh/h)	1281	-	-	-	333	
HCM Lane V/C Ratio	0.005	-	-	-	0.112	
HCM Control Delay (s)	7.8	-	-	-	17.2	
HCM Lane LOS	A	-	-	-	C	
HCM 95th %tile Q(veh)	0	-	-	-	0.4	

2: Butte House Rd & Blevin Rd
Existing (2022) Plus Project AM Peak-Hour

HCM 6th TWSC

Intersection						
Int Delay, s/veh	3.3					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	80	496	250	38	48	146
Future Vol, veh/h	80	496	250	38	48	146
Conflicting Peds, #/hr	0	0	0	1	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	210	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	93	93	93	93	93	93
Heavy Vehicles, %	3	4	3	3	3	3
Mvmt Flow	86	533	269	41	52	157
Major/Minor	Major1	Major2	Minor2			
Conflicting Flow All	311	0	-	0	730	291
Stage 1	-	-	-	-	291	-
Stage 2	-	-	-	-	439	-
Critical Hdwy	4.145	-	-	-	6.645	6.245
Critical Hdwy Stg 1	-	-	-	-	5.445	-
Critical Hdwy Stg 2	-	-	-	-	5.845	-
Follow-up Hdwy	2.2285	-	-	-	3.5285	3.3285
Pot Cap-1 Maneuver	1241	-	-	-	371	745
Stage 1	-	-	-	-	755	-
Stage 2	-	-	-	-	616	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1240	-	-	-	345	744
Mov Cap-2 Maneuver	-	-	-	-	345	-
Stage 1	-	-	-	-	702	-
Stage 2	-	-	-	-	615	-
Approach	EB	WB		SB		
HCM Control Delay, s	1.1	0		14.7		
HCM LOS				B		
Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	
Capacity (veh/h)	1240	-	-	-	578	
HCM Lane V/C Ratio	0.069	-	-	-	0.361	
HCM Control Delay (s)	8.1	-	-	-	14.7	
HCM Lane LOS	A	-	-	-	B	
HCM 95th %tile Q(veh)	0.2	-	-	-	1.6	

1: Butte House Rd & Elmer Ave
Existing (2022) Plus Project PM Peak-Hour

HCM 6th TWSC

Intersection						
Int Delay, s/veh	0.8					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	11	417	609	42	30	8
Future Vol, veh/h	11	417	609	42	30	8
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	80	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	93	93	93	93	93	93
Heavy Vehicles, %	0	1	1	0	0	0
Mvmt Flow	12	448	655	45	32	9
Major/Minor	Major1	Major2		Minor2		
Conflicting Flow All	700	0	-	0	1150	678
Stage 1	-	-	-	-	678	-
Stage 2	-	-	-	-	472	-
Critical Hdwy	4.1	-	-	-	6.4	6.2
Critical Hdwy Stg 1	-	-	-	-	5.4	-
Critical Hdwy Stg 2	-	-	-	-	5.4	-
Follow-up Hdwy	2.2	-	-	-	3.5	3.3
Pot Cap-1 Maneuver	906	-	-	-	221	456
Stage 1	-	-	-	-	508	-
Stage 2	-	-	-	-	632	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	906	-	-	-	218	456
Mov Cap-2 Maneuver	-	-	-	-	218	-
Stage 1	-	-	-	-	501	-
Stage 2	-	-	-	-	632	-
Approach	EB	WB		SB		
HCM Control Delay, s	0.2	0		22.6		
HCM LOS	C					
Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	
Capacity (veh/h)	906	-	-	-	245	
HCM Lane V/C Ratio	0.013	-	-	-	0.167	
HCM Control Delay (s)	9	-	-	-	22.6	
HCM Lane LOS	A	-	-	-	C	
HCM 95th %tile Q(veh)	0	-	-	-	0.6	

2: Butte House Rd & Blevin Rd
Existing (2022) Plus Project PM Peak-Hour

HCM 6th TWSC

Intersection						
Int Delay, s/veh	4.4					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	167	511	531	77	34	133
Future Vol, veh/h	167	511	531	77	34	133
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	210	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	1	2	2	0	0	1
Mvmt Flow	182	555	577	84	37	145
Major/Minor	Major1	Major2	Minor2			
Conflicting Flow All	661	0	-	0	1261	619
Stage 1	-	-	-	-	619	-
Stage 2	-	-	-	-	642	-
Critical Hdwy	4.115	-	-	-	6.6	6.215
Critical Hdwy Stg 1	-	-	-	-	5.4	-
Critical Hdwy Stg 2	-	-	-	-	5.8	-
Follow-up Hdwy	2.2095	-	-	-	3.53	3.095
Pot Cap-1 Maneuver	931	-	-	-	177	490
Stage 1	-	-	-	-	541	-
Stage 2	-	-	-	-	492	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	931	-	-	-	142	490
Mov Cap-2 Maneuver	-	-	-	-	142	-
Stage 1	-	-	-	-	436	-
Stage 2	-	-	-	-	492	-
Approach	EB	WB		SB		
HCM Control Delay, s	2.4	0		28.9		
HCM LOS				D		
Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	
Capacity (veh/h)	931	-	-	-	327	
HCM Lane V/C Ratio	0.195	-	-	-	0.555	
HCM Control Delay (s)	9.8	-	-	-	28.9	
HCM Lane LOS	A	-	-	-	D	
HCM 95th %tile Q(veh)	0.7	-	-	-	3.2	

Thiara Estates Traffic Operations Memorandum

1: Butte House Rd & Elmer Ave

Cumulative AM Peak-Hour

Intersection						
Int Delay, s/veh	0.5					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	0	311	619	0	26	2
Future Vol, veh/h	0	311	619	0	26	2
Conflicting Peds, #/hr	0	0	0	1	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	80	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	0	3	5	14	8	33
Mvmt Flow	0	338	673	0	28	2
Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	674	0	-	0	843	338
Stage 1	-	-	-	-	674	-
Stage 2	-	-	-	-	169	-
Critical Hdwy	4.1	-	-	-	6.96	7.56
Critical Hdwy Stg 1	-	-	-	-	5.96	-
Critical Hdwy Stg 2	-	-	-	-	5.96	-
Follow-up Hdwy	2.2	-	-	-	3.58	3.63
Pot Cap-1 Maneuver	927	-	-	-	291	575
Stage 1	-	-	-	-	452	-
Stage 2	-	-	-	-	826	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	926	-	-	-	290	574
Mov Cap-2 Maneuver	-	-	-	-	290	-
Stage 1	-	-	-	-	452	-
Stage 2	-	-	-	-	825	-
Approach	EB		WB		SB	
HCM Control Delay, s	0		0		18.3	
HCM LOS	C					
Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	
Capacity (veh/h)	926	-	-	-	301	
HCM Lane V/C Ratio	-	-	-	-	0.101	
HCM Control Delay (s)	0	-	-	-	18.3	
HCM Lane LOS	A	-	-	-	C	
HCM 95th %tile Q(veh)	0	-	-	-	0.3	

Thiara Estates Traffic Operations Memorandum

1: Butte House Rd & Elmer Ave

Cumulative PM Peak-Hour

Intersection						
Int Delay, s/veh	0.4					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	0	702	505	0	21	11
Future Vol, veh/h	0	702	505	0	21	11
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	80	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	0	1	1	0	0	0
Mvmt Flow	0	763	549	0	23	12
Major/Minor	Major1	Major2	Minor2			
Conflicting Flow All	549	0	-	0	931	275
Stage 1	-	-	-	-	549	-
Stage 2	-	-	-	-	382	-
Critical Hdwy	4.1	-	-	-	6.8	6.9
Critical Hdwy Stg 1	-	-	-	-	5.8	-
Critical Hdwy Stg 2	-	-	-	-	5.8	-
Follow-up Hdwy	2.2	-	-	-	3.5	3.3
Pot Cap-1 Maneuver	1031	-	-	-	269	729
Stage 1	-	-	-	-	548	-
Stage 2	-	-	-	-	665	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1031	-	-	-	269	729
Mov Cap-2 Maneuver	-	-	-	-	269	-
Stage 1	-	-	-	-	548	-
Stage 2	-	-	-	-	665	-
Approach	EB	WB		SB		
HCM Control Delay, s	0	0		16.6		
HCM LOS				C		
Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	
Capacity (veh/h)	1031	-	-	-	344	
HCM Lane V/C Ratio	-	-	-	-	0.101	
HCM Control Delay (s)	0	-	-	-	16.6	
HCM Lane LOS	A	-	-	-	C	
HCM 95th %tile Q(veh)	0	-	-	-	0.3	

Thiara Estates Traffic Operations Memorandum

1: Butte House Rd & Elmer Ave

Cumulative Plus Project AM Peak-Hour

Intersection						
Int Delay, s/veh	0.7					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	0	311	619	0	31	4
Future Vol, veh/h	0	311	619	0	31	4
Conflicting Peds, #/hr	0	0	0	1	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	80	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	0	3	5	14	8	33
Mvmt Flow	0	338	673	0	34	4
Major/Minor	Major1	Major2	Minor2			
Conflicting Flow All	674	0	-	0	843	338
Stage 1	-	-	-	-	674	-
Stage 2	-	-	-	-	169	-
Critical Hdwy	4.1	-	-	-	6.96	7.56
Critical Hdwy Stg 1	-	-	-	-	5.96	-
Critical Hdwy Stg 2	-	-	-	-	5.96	-
Follow-up Hdwy	2.2	-	-	-	3.58	3.63
Pot Cap-1 Maneuver	927	-	-	-	291	575
Stage 1	-	-	-	-	452	-
Stage 2	-	-	-	-	826	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	926	-	-	-	290	574
Mov Cap-2 Maneuver	-	-	-	-	290	-
Stage 1	-	-	-	-	452	-
Stage 2	-	-	-	-	825	-
Approach	EB	WB		SB		
HCM Control Delay, s	0	0		18.4		
HCM LOS				C		
Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	
Capacity (veh/h)	926	-	-	-	307	
HCM Lane V/C Ratio	-	-	-	-	0.124	
HCM Control Delay (s)	0	-	-	-	18.4	
HCM Lane LOS	A	-	-	-	C	
HCM 95th %tile Q(veh)	0	-	-	-	0.4	

Thiara Estates Traffic Operations Memorandum

1: Butte House Rd & Elmer Ave

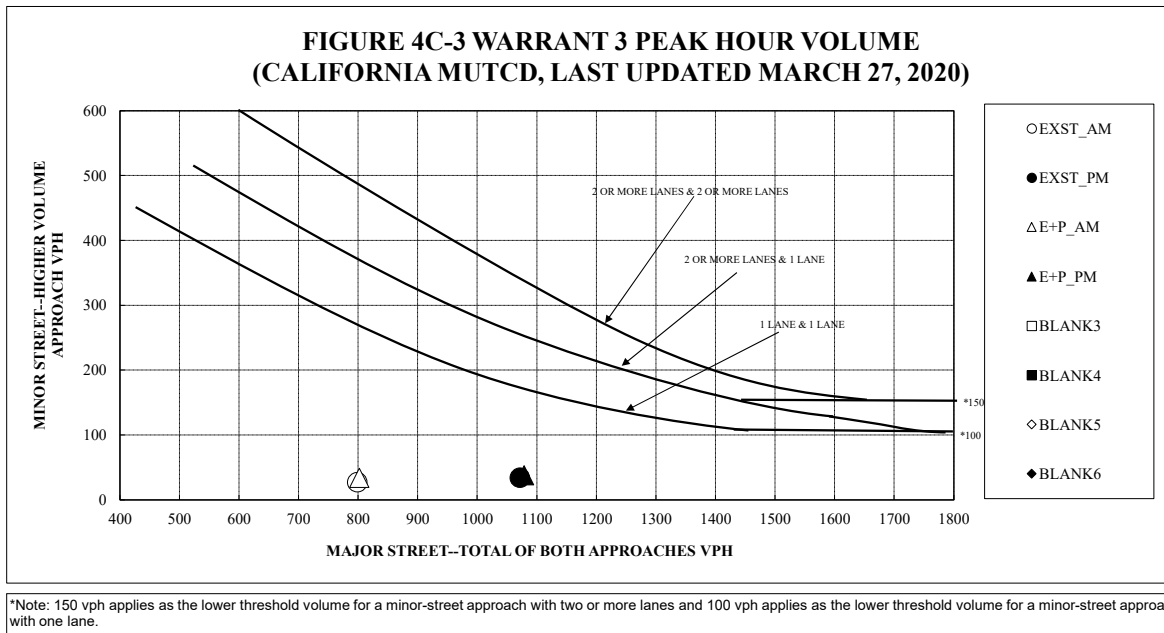
Cumulative Plus Project PM Peak-Hour

Intersection						
Int Delay, s/veh	0.5					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	0	702	505	0	24	12
Future Vol, veh/h	0	702	505	0	24	12
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	80	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	0	1	1	0	0	0
Mvmt Flow	0	763	549	0	26	13
Major/Minor	Major1	Major2	Minor2			
Conflicting Flow All	549	0	-	0	931	275
Stage 1	-	-	-	-	549	-
Stage 2	-	-	-	-	382	-
Critical Hdwy	4.1	-	-	-	6.8	6.9
Critical Hdwy Stg 1	-	-	-	-	5.8	-
Critical Hdwy Stg 2	-	-	-	-	5.8	-
Follow-up Hdwy	2.2	-	-	-	3.5	3.3
Pot Cap-1 Maneuver	1031	-	-	-	269	729
Stage 1	-	-	-	-	548	-
Stage 2	-	-	-	-	665	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1031	-	-	-	269	729
Mov Cap-2 Maneuver	-	-	-	-	269	-
Stage 1	-	-	-	-	548	-
Stage 2	-	-	-	-	665	-
Approach	EB	WB		SB		
HCM Control Delay, s	0	0		16.9		
HCM LOS				C		
Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	
Capacity (veh/h)	1031	-	-	-	341	
HCM Lane V/C Ratio	-	-	-	-	0.115	
HCM Control Delay (s)	0	-	-	-	16.9	
HCM Lane LOS	A	-	-	-	C	
HCM 95th %tile Q(veh)	0	-	-	-	0.4	

ATTACHMENT E
SIGNAL WARRANT WORKSHEETS

CA SIGNAL WARRANT 3 ANALYSIS

SCENARIOS: "AM/PM PEAK HOUR" CONDITIONS



SCENARIO	APPROACH(ES)		WARRANT MET?
	MAJOR	MINOR	
EXST_AM	799	27	
EXST_PM	1072	34	
E+P_AM	802	34	
E+P_PM	1079	38	
BLANK3	0	0	
BLANK4	0	0	
BLANK5	0	0	
BLANK6	0	0	

Note: Major approach is the total of both approaches. Minor approach is the highest of both approaches.

Date: **July 21, 2022**

Intersection No.: **1**

Intersection: **Butte House Road & Elmer Avenue**

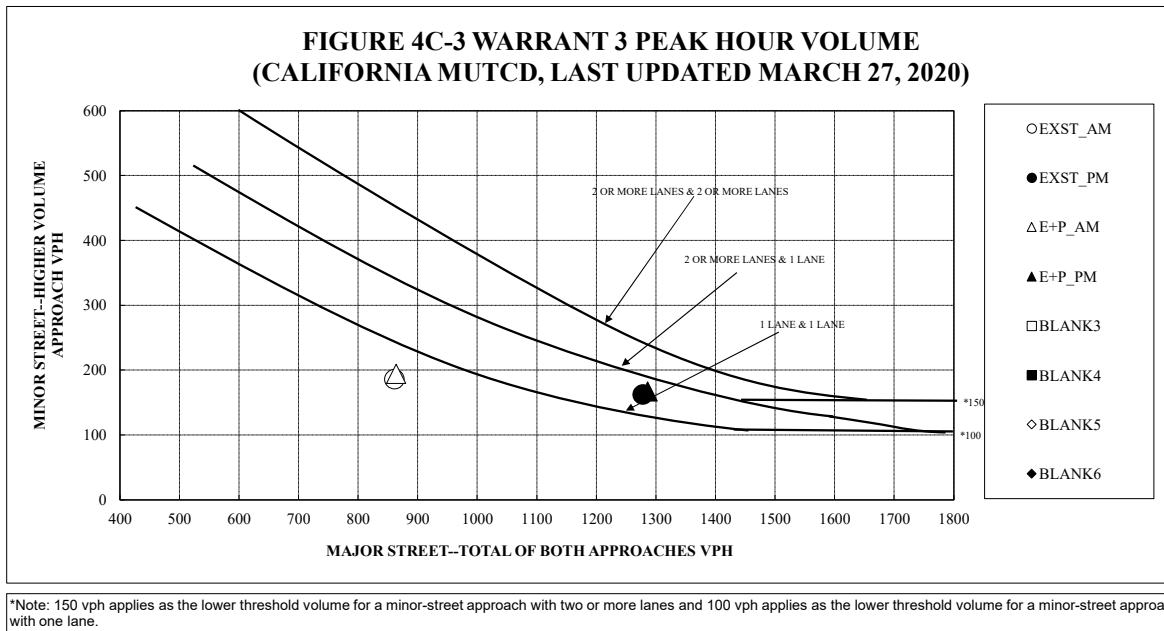
Number of lanes on MAJOR street: **1**

Number of lanes on MINOR street: **1**



CA SIGNAL WARRANT 3 ANALYSIS

SCENARIOS: "AM/PM PEAK HOUR" CONDITIONS



SCENARIO	APPROACH(ES)		WARRANT MET?
	MAJOR	MINOR	
EXST_AM	861	186	
EXST_PM	1278	162	
E+P_AM	864	194	
E+P_PM	1286	167	
BLANK3	0	0	
BLANK4	0	0	
BLANK5	0	0	
BLANK6	0	0	

Note: Major approach is the total of both approaches. Minor approach is the highest of both approaches.

Date: July 21, 2022

Intersection No.: 2

Intersection: Butte House Road & Blevin Road

Number of lanes on MAJOR street: 1

Number of lanes on MINOR street: 1



Appendix B

MITIGATION MEASURES AND MONITORING PLAN ***Thiara Estates Subdivision:***

Initial Study and Mitigated Negative Declaration for
Tentative Subdivision Map (TSM) 22-08 and Rezone (RZ) 22-07

City of Yuba City
MITIGATION MEASURES AND MONITORING PLAN
Thiara Estates Subdivision:
Initial Study and Mitigated Negative Declaration EA 22-13
For Tentative Subdivision Map 22-08

Impact	Mitigation Measure	Responsible Party	Monitoring Party	Timing
3.7 Geology and Soils	Paleontological Mitigation Measure 1: This Mitigation Measure shall be placed as a note on the Demolition and Grading Plans. If paleontological resources are found, the construction manager shall halt all activity and immediately contact the Development Services Department at 530-822-4700. Mitigation shall be conducted as follows: 1. Identify and evaluate paleontological resources by intense field survey where impacts are considered high; 2. Assess effects on identified sites; 3. Consult with the institutional/academic paleontologists conducting research investigations within the geological formations that are slated to be impacted; 4. Obtain comments from the researchers; 5. Comply with researchers' recommendations to address any significant adverse effects were determined by the City to be feasible. In considering any suggested mitigation proposed by the consulting paleontologist, the City's Community Development Department Staff shall determine whether avoidance is necessary and feasible in light of factors such as the nature of the find, project design, costs, Specific or General Plan policies and land use assumptions, and other considerations. If avoidance is unnecessary or infeasible, other appropriate measures (e.g., data recovery) shall be instituted. Work	Developer	Developer, Public Works Dept., Development Services Dept.	During grading phase

	may proceed on other parts of the project site while mitigation for paleontological resources is carried out.			
3.8. Greenhouse Gases	Greenhouse Gas Mitigation 1: The site grading and construction of the self-storage facility shall comply with the GHG Reduction Measures provided in the adopted Yuba City Resource Efficiency Plan.	Developer	Development Services Dept.	Prior to issuance of building permits.
3.18. Tribal Cultural Resources	TCR 1 If potential tribal cultural resources (TCRs) are discovered during ground disturbing construction activities, all work shall cease within 100 feet of the find (or an appropriate distance based on the apparent distribution of the TCR). A qualified cultural resources specialist meeting the <i>Secretary of Interior's Professional Qualifications Standards for Archaeology</i>, as well as Native American Representatives from traditionally and culturally affiliated Native American Tribes that have engaged in consultation for the project will be invited to assess the significance of the find and make recommendations for further evaluation and treatment as necessary. Culturally appropriate treatment may include, but is not limited to, processing materials for reburial, minimizing handling of cultural objects, leaving objects in place within the landscape, or returning objects to a location within the project area where they will not be subject to future impacts. The United Auburn Indian Community of the Auburn Rancheria (Tribe) does not consider curation of TCR's to be appropriate or respectful and request that materials not be permanently curated, unless requested by the Tribe. The types of treatment preferred by UAIC that protects, preserves, or restores the integrity of a TCR may include Tribal Monitoring, or recovery of cultural objects, and reburial of cultural objects or cultural soil that is done in a culturally appropriate manner. Recommendations of the treatment of a TCR will be documented in the project record. For any recommendations made by traditionally	Developer	Developer, Public Works Dept., Development Services Dept.	During construction phase

	and culturally affiliated Native American Tribes that are not implemented, a justification for why the recommendation was not followed will be provided in the project record. If articulated or disarticulated human remains are discovered during ground disturbing construction activities or ground disturbing activities, all work shall cease within 100 feet of the find, and the provisions provided in the Health and Safety Code Section 7054 shall apply. If the remains are determined by the County Coroner to be human and that of a Native American, then Public Resources Code 5097.98, 5097.99. 5097.991, and compliance with the provisions of CEQA Guidelines Section 15064.5(e)(1) and (2) shall be implemented.			
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CITY OF YUBA CITY
STAFF REPORT

Date: April 18, 2023
To: Honorable Mayor & Members of the City Council;
From: Public Works Department
Presentation By: Phil Marler, Deputy Director Public Works - Utilities

Summary

Subject: Water Supply Outlook
Recommendation: Adopt a Resolution declaring that water supply conditions are such that they dictate and justify the reduction of mandatory conservation measures from Stage 3 "Severe Shortage" to Stage 1 "Water Alert" of the Water Shortage Contingency Plan
Fiscal Impact: Adequate water supply and reduced restricted usage may result in increased revenue

Purpose:

To provide the City's current water supply outlook and reduce mandatory water conservation requirements for City water customers.

Council's Strategic Goal:

This item addresses Council's Strategic Goal of *Public Safety* and *Fiscal Responsibility* by ensuring adequate water supply and appropriate water use restrictions for City's customers.

Background:

The City of Yuba City primarily obtains water for its water system through four different permits/contracts from the Feather River; the City also has access to groundwater for use in drought or emergency conditions via Groundwater Well #1, located at the Water Treatment Plant (WTP).

While drought conditions in 2022 caused the City's water supplies to be significantly curtailed and reduced, recent rainfall and snow levels have replenished our water supply and reduced state requirements for conservation. The allocations for 2022 and 2023 are shown below in Table A for comparison.

Table A: Yuba City Water Sources (Acre-Feet)

Water Source		Contract Maximum	2022 Utilization	2023 Projected Utilization	Availability Calculation	Time of Use
SWRCB License	13855	6,500	3,357	1,907	State Curtailment	September - June
SWRCB Permit	18558	9,000	5,894	8,804	State Curtailment	October - June
North Yuba Water District		4,500	3,000	2,267	Total Contract	Summer
DWR State Water Project		9,600	1,205	1,246	Weather Dependent	Year-round
DWR State Water Project - Carryover			0*	0**	Saved Excess	Year-round
Groundwater Well #1			612	0	Estimated Production	As Needed
Surface Water Total:			13,456	14,224		
Groundwater Total:			612	0		
Total Supply:			14,068	14,224		

*The City sold 3,999 AF of carryover water to San Geronio Pass Water Agency in March 2023 in order to capitalize on water supplies in the San Luis Reservoir that would have been lost due to reservoir capacity limits.

**Staff anticipates banking approximately 4,000 AF of the State Water Project allocation as water supplies are more than sufficient to meet the 2023 need.

On March 28, 2022, Governor Newsom issued Executive Order N-7-22, which required all urban water suppliers to implement minimum Stage 2 “Water Warning” of their Water Shortage Contingency Plans with a target of 20% conservation due to the limited water supply under drought conditions. As the City already voluntarily implemented Stage 2 in July 2021, which had not met the State’s targeted water conservation, the City Council approved the move to Stage 3 “Severe Shortage” on April 19, 2022 in order to implement mandatory water restrictions, including restricting outdoor irrigation to two days per week, to better meet the requirements of the Executive Order.

Analysis:

Due to the above-average precipitation in the first quarter of 2023, the Department of Water Resources increased the City’s State Water Project allotment from 15% for 2022 to 85% for 2023. On March 24, 2023, Governor Newsom issued Executive Order N-5-23, which eliminated many of the drought response requirements, including allowing local agencies the flexibility to determine the appropriate water conservation measures and Water Shortage Contingency Plan stages based on their water allocations and consumer needs.

In light of these factors, the outlook for 2023 is positive and there is sufficient water supply to meet or exceed the needs of our customers. Staff recommends that Council reduce the City’s stage of the Water Shortage Contingency Plan from Stage 3 “Severe Shortage” to Stage 1 “Water Alert.” This stage

eliminates mandatory restrictions and conservation percentage targets, but still allows for enforcement of violations for unnecessary water waste, such as irrigation within 48 hours of rainfall and using hoses to wash cars without shutoff nozzles.

The prohibitions against irrigating non-functional turf at commercial, industrial, and institutional properties will remain in effect, as this is a state regulation.

Moving forward, staff is working to further analyze and maximize the City's permit rights and other water supply sources, including North Yuba Water District, to prepare for future updates to state allocation standards.

Fiscal Impact:

Increased water availability and reduced water restrictions will likely result in higher sales and revenue for Fiscal Year 23/24 compared to Fiscal Year 22/23.

Alternatives:

Do not leave Stage 3 and continue enforcing mandatory water restrictions, including restricted outdoor irrigation. While this will conserve water for future use, it will result in lower revenues due to decreased water sales and costs for staff time to enforce violations and conduct outreach.

Recommendation:

Adopt a Resolution declaring that water supply conditions are such that they dictate and justify the reduction of mandatory conservation measures from Stage 3 "Severe Shortage" to Stage 1 "Water Alert" of the Water Shortage Contingency Plan.

Attachments:

1. Resolution - Water Outlook 2023
2. Water Shortage Contingency Plan Stages - Water Outlook 2023

Prepared By:
Scarlett O. Harris
Administrative Analyst II

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. 23-__

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
DECLARING THAT WATER SUPPLY CONDITIONS ARE SUCH THAT THEY
DICTATE AND JUSTIFY THE REDUCTION FROM STAGE 3 TO STAGE 1 OF THE
WATER SHORTAGE CONTINGENCY PLAN**

WHEREAS, on April 19, 2022, the City implemented Stage 3 “Severe Shortage” of the City’s Water Shortage Contingency Plan with a 20% conservation target in response to Governor Newsom’s Executive Order N-7-22 ordering the State Water Resource Control Board to require urban water suppliers to implement, at minimum, Stage 2 of said suppliers’ Water Shortage Contingency Plans to achieve a goal of 20% water conservation in response to ongoing drought conditions; and

WHEREAS, on March 24, 2023, due to above-average precipitation during the first quarter of 2023, Governor Newsom issued Executive Order N-5-23 to eliminate or reduce mandatory drought response requirements for local agencies and allow them flexibility to adjust water conservation stages according to their needs; and

WHEREAS, on March 24, 2023, the Department of Water Resources increased the City’s water allocation from the Feather River through the State Water Project from 15% to 85% of the annual 9,600 acre-feet, greatly increasing the City’s available water supply for 2023; and

WHEREAS, despite current water surplus conditions, the precipitation levels and water supply in California are tenuous and require Yuba City residents and businesses to make water conservation efforts a way of life by reducing unnecessary water waste; and

WHEREAS, Section 6-6.19 of the Municipal Code dictates that upon declaration of the City Council that water supply conditions are such that they dictate and justify the implementation of emergency water restrictions, the regulations in the Water Shortage Contingency Plan within the City’s adopted Urban Water Management Plan will apply.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Yuba City hereby declares that water supply conditions are such that they dictate and justify the reduction of emergency water conservation measures from Stage 3 “Severe Shortage” to Stage 1 “Water Alert” of the City’s Water Shortage Contingency Plan. The City Council orders reduction of emergency water conservation measures to Stage 1 “Water Alert” of the City’s Water Shortage Contingency Plan, effective immediately.

The foregoing resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 18th day of April, 2023.

AYES:

NOES:

ABSENT:

ATTEST:

Wade Kirchner, Mayor

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY

Shannon L. Chaffin, City Attorney
Aleshire & Wynder, LLP

ATTACHMENT 2

RECOMMENDED

Table 6-1: WSCP Actions to Reduce Customer Use - Stage 1

Water Alert: Shortage up to 10%	
1.	Waste and Unreasonable Use of Water Prohibited and Voluntary conservation encouraged (up to 10%)
2.	Situation and possible subsequent water shortage stages explained to the public and governmental bodies (up to 10%)
3.	Focus on customers with high per capita water usage to achieve proportionally greater reduction than those with low use
4.	Actions include, but not limited to: - Public information campaign consisting of distribution of literature, speaking engagements, website updates, bill inserts, and conversation messages printed in local newspapers - Educational programs in area schools - Conservation Hotline (combined up to 10%)
5.	Consumption Reduction Methods, including: - Demand reduction program - Plumbing and irrigation fixture replacement - Water conservation kits - Education programs - Voluntary rationing (combined up to 10%)
6.	Conservation Rules and Restrictions and Prohibitions on End Uses, to include: - Allowing water to run off unused into a gutter, ditch, or drain; - Failing to repair a controllable leak; - Washing sidewalks, driveways, parking areas, tennis courts, patios, or other paved areas; - Utilizing a hand-held hose without an automatic shut-off nozzle; and - Irrigating during a precipitation event - For new development additional prohibitions include single pass-through cooling water systems; commercial car washes and laundries without recirculating water systems; and decorative fountains without recirculating water systems.

Table 6-2: WSCP Actions to Reduce Customer Use - Stage 2

Moderate Shortage (up to 20%)	
	- All measures implemented in Stage 1 - Request voluntary conservation water usage reductions (up to 20%) - Enforce Conservation Rules and Restrictions and Prohibitions on End Uses listed in Table 6-1 (10-20%) - Usage in excess of customer baseline may be subject to drought penalty - All Consumption Reduction Methods from Stage I and intensified as needed; additionally: - Use prohibitions - Encourage customers to voluntarily water one day less per week and to water during the coolest part of the day - Vehicle washing must be done using a bucket or hand-held hose with an automatic shut-off nozzle, or take place at a commercial car wash. - Limit hours or close spray pads and water slide at City parks.

Table 6-3: WSCP Actions to Reduce Customer Use - Stage 3

Severe Shortage (up to 30%)
1. All measures implemented in Stages 1 and 2 2. Enforce outdoor irrigation restrictions including limiting number of watering days per week, and time when irrigation can occur (e.g., between 6:00 pm and 9:00 am) 3. Some or all of the following: • Adherence to customer baselines and actual water use reductions water allocations and mandatory conservation rules • Water usage goals established by an authorized government agency or official • Customer water usage in excess of baseline to be monitored and recorded • Intensify enforcement of water use prohibitions; including restrictions of days and daytime hours for watering, excessive watering resulting in gutter flooding, using a hose without a positive shutoff device, use of decorative fountains with non-recirculating pumps, washing down sidewalks or patios, not repairing leaks in a timely manner, etc. (up to 30%) 4. Monitor water production weekly for compliance with necessary reductions; 5. All activities are intensified and production is monitored daily for compliance with necessary reductions. (up to 30%) 6. All Consumption Reduction Methods from Stage 2 and intensified as needed; additionally: • Reduce pressure in water lines; Flow restriction • Mandatory rationing • Close spray pads and water slide at City parks • Incentives to reduce water consumption; Excess use penalty • Percentage reduction by customer type (combined up to 30%) 7. Penalties and Charges for Excessive Use, including penalties for not reducing consumption, charges for excess use

Table 6-4: WSCP Actions to Reduce Customer Use - Stage 4

Critical Shortage (up to 40%)
1. All measures implemented in Stages 1-3 2. All activities are intensified and production is monitored daily for compliance with necessary reductions. (up to 40%) 3. All Consumption Reduction Methods from Stage 3 and intensified as needed; additionally: • Restrict building permits; Restrict for only priority uses 4. Penalties and Charges for Excessive Use, including penalties for not reducing consumption, charges for excess use (up to 40%) • Continue monitoring and addressing water use above baseline with penalties 5. Catastrophic Event (Supply reduction up to 40%): Implement Applicable Actions for Catastrophic Events

Table 6-5: WSCP Actions to Reduce Customer Use - Stage 5

Shortage Crisis (up to 50%)
1. All measures implemented in Stages 1-4 2. Source of supply for the System is severely curtailed to the level that requires each customer to restrict their water use for only human health and safety purposes (up to 50%) 3. All activities are intensified and production is monitored daily for compliance with necessary reductions (up to 50%) 4. All Consumption Reduction Methods from previous stages and intensified as needed 5. Possible reductions in customer baselines and actual water use reductions (up to 50%) 6. Usage in excess of customer baseline to be charged at regular rate plus an additional drought emergency surcharge amount (up to 50%) Update current water shortage condition response measures based on Council approvals and direction, state policy directives, emergency conditions, or to improve customer response 7. Catastrophic Event (Supply reduction up to 50%): Implement Applicable Actions for Catastrophic Events (such as boil water order) - Continue water monitoring for reduction from baseline with potential penalties

Table 6-6: WSCP Actions to Reduce Customer Use - Stage 6

Emergency Shortage (greater than 50%)
1. All measures implemented in Stages 1-5 2. Source of supply for the System is severely curtailed to the level that requires each customer to restrict their water use for only human health and safety purposes (>50%) 3. All activities are intensified and production is monitored continually for compliance with necessary reductions (up to >50%) 4. All Consumption Reduction Methods from previous stages and intensified as needed 5. Possible reductions in customer baselines and actual water use reductions (up to >50%) 6. Usage in excess of customer baseline to be charged at regular rate plus an additional drought emergency surcharge amount 7. Update current water shortage condition response measures based on Council approvals and direction, state policy directives, emergency conditions, or to improve customer response 8. Catastrophic Event (Supply reduction greater than 50%): Implement Applicable Actions for Catastrophic Events. Continue water monitoring for reduction from baseline with potential penalties

CITY OF YUBA CITY
STAFF REPORT

Date: April 18, 2023
To: Honorable Mayor & Members of the City Council;
From: Public Works Department
Presentation By: William Jow, Assistant Engineer

Summary

Subject: Second Groundwater Well - Award for Construction of Phase 2 and Amend Professional Services Agreement

Recommendation: Adopt a Resolution which takes the following actions:

- A. Award a construction contract to Auburn Constructors LLC of Sacramento, CA in the amount of their total bid of \$1,994,300 and authorize the City Manager to execute the contract on behalf of the City, subject to review and approval as to legal form by the City Attorney
- B. Authorize Amendment No. 1 to the Professional Services Agreement with West Yost and Associates, Inc. of David, CA for Engineering Services During Construction in the amount of \$270,800, subject to material terms, with the finding that it is in the best interest of the City

Fiscal Impact: \$2,793,575.00 - CIP Account No. 1191-65501 (Second Groundwater Well) broken down as follows:
\$1,994,300 - Construction Contract Award
\$299,145 - Construction Contingency (15%)
\$199,430 - Construction Management (estimated at 10%)
\$29,900 - City Administration (1.5%)
\$270,800 - Additional Professional Services (Amendment No. 1)

Purpose:

To provide additional water resources by securing access to groundwater at the Water Treatment Plant.

Council's Strategic Goals:

The project addresses the City Council's Strategic Goal of Improving the City's Infrastructure.

Background:

The United States Bureau of Reclamation (USBR) has awarded the City of Yuba City a \$750,000 grant for the construction of a new potable groundwater well. A California Environmental Quality Act (CEQA) document and a USBR-approved National Environmental Protection Act (NEPA) document have both

been completed.

On September 7, 2021 Council approved of awarding a professional services agreement to West Yost and Associates, Inc. (West Yost) for the design of the Second Groundwater Well. The design and construction of the new well was broken down into two phases. West Yost finished plans and specifications for the below-ground facilities summer 2022 and also provided hydrogeologic and engineering services during the construction of the below-ground facilities. Most recently, West Yost completed final plans and specifications for the above-ground facilities that were adopted by Council on March 7, 2023.

The construction of the below-ground facilities is substantially complete with minor restoration of the construction site still remaining to be completed. The new well was developed where it achieved a maximum flow rate of approximately 2,500 gallons per minute.

The second phase is to construct the above-ground facilities for the well including a three-sided structure, electrical cabinets, and equip the well with pump related equipment and plumbing. West Yost completed plans and specifications for the above-ground facilities in early 2023. Staff received Council authorization to solicit bids on February 21, 2023.

Analysis:

The Well Equipping phase of the Second Groundwater Well Project was advertised for bids beginning March 8, 2023. Plans and Specifications were posted on Public Purchase. On April 5, 2023 four (4) bids were received and opened by the Deputy City Clerk. A list of the bids received and the Engineer's Estimate are shown below:

<u>Company</u>	<u>Total Bid</u>
Engineer's Estimate	\$2,730,500.00
Auburn Constructors LLC	\$1,994,300.00
Koch & Koch, Inc.	\$2,522,750.00
Syblon Reid	\$2,159,500.00
TNT Industrial Contractors, Inc.	\$2,334,465.00

Auburn Constructors LLC of Sacramento, CA is the low, responsible, and responsive bidder.

With Council award of the construction contract, staff anticipates authorizing the contractor to proceed in June 2023. The first order of work will be approval of submittals and release of manufacturing for long lead time equipment, which should occur by October 2023. Due to long manufacturing lead times, final completion is not expected until February 2025. Staff will be looking for opportunities to expedite the project. If an emergency drought situation arises in Summer 2024, staff can rent temporary pumps, a generator, and discharge piping to use the well if needed.

West Yost has requested an amendment to their professional services agreement with the City. Due to complications during the drilling phase of the project, a second hole needed to be drilled. As a result, additional hydrogeologic services were provided.

Also, the complexity of the existing electrical system at the Water Treatment Plant required a more in-depth design of the electrical power supply system for the well. Additional design considerations were developed after finding there was not an existing transformer that has the capacity to power the new well and the other operations at the Water Treatment Plant. This will lead to additional services during construction of the second phase.

West Yost has determined that the additional costs to perform this extra work described above is

\$270,800. An amendment to the professional services agreement is attached as Attachment 1, Exhibit B.

City purchasing policies require that extra work of this magnitude be approved by Council. Obtaining this approval prior to performing the extra work would have required construction of the new well to be halted, which would have exposed the City to delay claims from the construction contractor and delayed bringing the well online during a time of drought. Staff has informed West Yost of the City purchasing policies and in the future all efforts will be made to obtain Council approval of extra work prior to the work being performed.

Fiscal Impact:

Contract administration will be performed by Public Works Department staff. Staff will be developing a Request for Proposals for the Construction Management and Inspection services for the project that will be presented to Council at a future meeting. Assuming these services will be approximately 10% of the construction cost, the total estimated cost of the Phase 2 construction activities plus the West Yost amendment total \$2,793,575. The project will be funded through CIP Account No. 1191-65501(Second Groundwater Well). Currently, there is approximately \$3.28 million of available funds in this account.

The total estimated cost to complete all phases of the Second Groundwater Well is approximately \$4.4 million, as shown below. The original budgeted amount for the project in FY 2019-20 was over \$4.8 million.

West Yost Contract:	\$572,498.00
Phase 1 – Below Ground	
Construction Contract:	\$929,159.00
Construction Contingency:	\$92,916.00
Construction Management:	\$25,000.00
<i>Subtotal Previously Appropriated:</i>	<i>\$1,619,573.00</i>
Phase 2 – Above Ground	
Construction Contract:	\$1,994,300.00
Construction Contingency (15%):	\$299,145.00
Construction Management (estimated 10%):	\$199,430.00
City Administration (1.5%):	\$29,900.00
Amendment No. 1 – West Yost Agreement:	\$270,800.00
<u>Subtotal New Request:</u>	<u>\$2,793,575.00</u>
Total Project Cost:	\$4,413,148.00

Environmental:

Council adopted an Initial Study/Mitigated Negative Declaration (IS/MND) at the award of the below-ground construction contract on July 5, 2022.

Alternatives:

1. Do not award the construction contract, reject all bids, and do not approve of Amendment No. 1 to the West Yost agreement which would delay the City from having additional water resources.
2. Award construction contract, but do not approve of Amendment No. 1 to the West Yost agreement and provide direction to staff to address the additional costs that West Yost has

accrued.

3. Do not award the construction contract, but approve Amendment No. 1 to the West Yost agreement which would delay the City from having additional water resources, but would address the additional costs that West Yost has accrued.

Recommendation: Adopt a Resolution which takes the following actions:

- A. Award a construction contract to Auburn Constructors LLC of Sacramento, CA in the amount of their total bid of \$1,994,300 and authorize the City Manager to execute the contract on behalf of the City, subject to review and approval as to legal form by the City Attorney
- B. Authorize Amendment No. 1 to the Professional Services Agreement with West Yost and Associates, Inc. of David, CA for Engineering Services During Construction in the amount of \$270,800, subject to material terms, with the finding that it is in the best interest of the City

Attachments:

1. 18-18 Attachment 1 - Resolution Award FINAL

Prepared By:

William Jow
Assistant Engineer

Submitted By:

Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY AWARDED A
CONSTRUCTION CONTRACT TO AUBURN CONSTRUCTORS LLC FOR THE
CONSTRUCTION OF THE ABOVE-GROUND FACILITIES AND WELL EQUIPPING
FOR THE SECOND GROUNDWATER WELL, AUTHORIZING THE CITY MANAGER
TO EXECUTE THE CONTRACT SUBJECT TO REVIEW AND APPROVAL AS TO
LEGAL FORM BY THE CITY ATTORNEY, AND AUTHORIZING AMENDMENT NO. 1
TO THE PROFESSIONAL SERVICES AGREEMENT WITH WEST YOST AND
ASSOCIATES, INC. FOR THE SECOND GROUNDWATER WELL PROJECT**

WHEREAS, the City of Yuba City (City) advertised for bids for the second phase of the City's Second Groundwater Well Project (Project); and

WHEREAS, in response to the advertisement, the City received four (4) bids for the following bid amounts:

Auburn Constructors LLC	\$1,994,300.00
Koch & Koch, Inc.	\$2,522,750.00
Syblon Reid	\$2,159,500.00
TNT Industrial Contractors, Inc.	\$2,334,465.00; and

WHEREAS, the City Public Works Department has reviewed the four (4) bids, and having examined Auburn Constructors LLC and its bid response, found it to be both the lowest qualified responsive and responsible bidder, and has recommended it for award of this project; and

WHEREAS, the City desires to award the bid to Auburn Constructors LLC to construct the Project; and

WHEREAS, the City Council awarded a Professional Services Agreement to West Yost and Associates, Inc. (West Yost) to provide design of the below- and above-ground facilities, and hydrogeologic and engineering services during construction, for the Second Groundwater Well Project; and

WHEREAS, West Yost incurred additional costs due to unforeseen complications during Phase 1 of the Project where additional hydrogeologic and design services were required; and

WHEREAS, the City Council desires to amend the Professional Services Agreement with West Yost for the additional hydrogeologic and design services associated with the Project; and

WHEREAS, it has been determined by the City Council that the additional services provided by West Yost was in the public interest.

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

1. The City Council finds that all of the facts set forth in the recitals above are true and correct and incorporated herein.

2. The City Council previously prepared and certified an MND for the project. The MND identified the construction of a groundwater well on the project site. The award of a construction contract to effectuate the same does not change the environmental assessment of the MND. Further, the City Council further finds that no subsequent review is required under CEQA Guidelines section 15162 as since the time of adoption of the MND no substantial changes have been proposed in the project which will require major revisions of the previously adopted MND due to the involvement of new significant environmental effects or a substantial increase in the severity of the previously identified significant effects. Likewise, no substantial changes have occurred since that time with respect to the circumstances under which the project is undertaken which will require major revisions of the MND due to the involvement of new significant environmental effects or substantial increase in the severity of the previously identified significant effects. There is also no new information, which was not known and could not have been known at the time of the adoption of the MND that the project will have significant effect not discussed in the MND. As such, the City Council finds the construction of phase 2 of the groundwater well has already been fully assessed in accordance with CEQA, no subsequent review is required under CEQA Guidelines section 15162, and no further action or review is required under CEQA.
3. The City Council of the City of Yuba City does hereby accept the four (4) bids received as noted above.
4. On the basis of findings in Section 2, the City Council further finds Auburn Constructors LLC is the lowest responsive and responsible bidder, and awards the Construction Contract Agreement to Auburn Constructors LLC of Sacramento, CA for the construction of the above-ground facilities for the Second Groundwater Well Project in the amount of \$1,994,300.00, subject to material terms.
4. The City Council of the City of Yuba City authorizes the City Manager to execute the contract on behalf of the City, subject to review and approval as to legal form by the City Attorney.
5. The City Council of the City of Yuba City authorizes the City Manager to execute Amendment No. 1 on behalf of the City.
6. This Resolution shall become effective immediately.

The foregoing Resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 18th day of April 2023.

AYES:

NOES:

ABSENT:

ATTEST:

Wade Kirchner, Mayor

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY

Shannon L. Chaffin, City Attorney
Aleshire & Wynder, LLP

Attachment(s):

Exhibit A – (Draft) Agreement for the Construction of Municipal Well No. 2 Well
Equipping – Contract 18-18

Exhibit B – Amendment No. 1 – West Yost and Associates, Inc. Professional Services
Agreement

EXHIBIT A

SECTION 00510

AGREEMENT

**AGREEMENT FOR THE CONSTRUCTION OF
MUNICIPAL WELL NO. 2
WELL EQUIPPING**

CONTRACT NO. 18-18

(Document will be re-typed after Contract Award)

THIS AGREEMENT made and entered into this ____ day of _____, 2023, between the City of Yuba City, a public entity in Sutter County, organized and existing under the laws of the State of California, hereinafter referred to as the "City" or "Owner" and, Auburn Constructors LLC, hereinafter referred to as the "Contractor";

RECITALS

WHEREAS, the City Council heretofore caused Drawings and Specifications for the Work hereinafter mentioned to be prepared, and therefore did approve and adopt the Drawings and Specifications; and

WHEREAS, the City Council did cause to be published for the time and in the manner required by law, a Notice inviting sealed Bids for the performance of the Work; and

WHEREAS, the Contractor, in response to such Notice, submitted to the City within the time specified in the Notice, and in the manner provided for therein, a sealed Bid for the performance of the Work specified in the Contract Documents, which the Bid, and the other Bids submitted in response to the Notice, the City publicly opened and canvassed in the manner provided by law; and

WHEREAS, the Contractor was the lowest responsible Bidder for the performance of the Work, and the City Council, as a result of the canvass of the Bids, did determine and declare Contractor to be the lowest responsible Bidder for the Work and award a Contract to Contractor to do the Work referred to in the aforementioned plans and specifications; and

WHEREAS, Contractor is ready, willing and able to complete all Work specified in the Contract Documents, in accordance with the Specifications, Drawings and all other terms and conditions of the Contract Documents; and

NOW, THEREFORE, in consideration of the mutual covenants hereinafter, the City and Contractor agree as follows:

ARTICLE 1 - SCOPE OF WORK

1.1 The Work. The Contractor shall furnish all labor, materials, tools, apparatus, equipment, transportation, insurance, bonds, special services and skill to construct and complete in good workmanlike and substantial manner to the satisfaction of the City all the Work called for, and in the manner designated in, and in strict conformity with the Contract Documents for the project entitled: Municipal Well No. 2 Well Equipping. All incidental work not shown on the Plans or specified herein which is necessary to complete the Work so as to provide the project described, or shown, shall be furnished and installed as part of this Contract at no additional cost to the City.

1.2 Location of Work. The Work will be performed at the following location: Yuba City Water Treatment Plant, 701 Northgate Drive in the City of Yuba City, CA as shown on the Contract Drawings.

ARTICLE 2 - CONTRACT DOCUMENTS

2.1 Contract Documents.

The Contract Documents consist of the following documents:

- Introductory Information (Sections 00005 through 00010)
- Bidding Requirements (Sections 00100 through 00480. Does not include Section 00300, Supplemental Project Information Available to Bidders);
- Contracting Requirements (Sections 00510 through 00800);
- General Requirements (Division 1);
- Technical Specifications including all Tables, Exhibits and Attachments;
- City Standard Specifications
- Contract Drawings;
- Addenda (numbers ____ to ____, inclusive);
- Permits from other agencies as may be required by law; and
- All other documents incorporated by reference into these Contract Documents.
- The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - Notice to Proceed (Section 00600);
 - Field Directive(s);
 - Change Order(s);
 - Construction Change Directive; and
 - Field Order(s).

2.2 Not Contract Documents. There are no Contract Documents other than those listed in this Section 00510, Article 2, Contract Documents, Section 00300, Supplemental Project Information Available to Bidders, and the information supplied therein, are not Contract Documents. The Contract Documents may only be amended, modified or supplemented as provided for in Section 00700, General Conditions and Section 00800, Supplemental General Conditions.

2.3 Definitions and Terms. Unless otherwise specifically provided herein, all terms, words and phrases defined in Section 00700- 1.02, Definitions of Words and Terms, shall have the same meaning and intent in this Agreement.

2.4 Entire Contract; Interpretation. This Agreement, together with the Contract Documents, constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior oral or written agreements between the Parties with respect thereto (including without limitation, City's award of the Contract to Contractor and any applicable letter of intent), unless such agreement is expressly incorporated herein. City makes no representations or warranties, express or implied, not specified in this Agreement or the Contract Documents. This Agreement and the Contract Documents are the product of negotiation between the Parties. Accordingly, any rule of construction of contracts (including, without limitation, California Civil Code §1654) that ambiguities are to be construed against the drafting party shall not be employed in the interpretation of this Agreement or the Contract Documents.

2.5 Severability. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon City and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

2.6 Amendments. The terms of this Agreement or the Contract Documents shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except as authorized by the Contract documents or by a written instrument signed by the Parties.

2.7 Further Assurances. The Parties shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement and the Contract Documents.

ARTICLE 3 - CONTRACT PRICE

3.1 Contract Price Breakdown. Subject to additions and deductions by Change Order(s) as provided in the Contract Documents, the City agrees to pay and Contractor agrees to accept, in full payment for completion of the Work in accordance with the Contract Documents as follows:

Bid Items					
Item	Description	Qty	Unit	Unit Price, dollars	Total bid item price, dollars
1	Mobilization and Demobilization	1	LS	\$95,000	\$95,000
2	Water Pollution Control	1	LS	\$12,000	\$12,000
3	Excavation Sheet piling, Shoring, and Bracing	1	LS	\$5,000	\$5,000
4	Earthwork	1	LS	\$50,000	\$50,000
5	Over-Excavation of Unsuitable Materials	5	CY	\$1,000	\$5,000
6	Underground Piping and Structures	1	LS	\$128,000	\$128,000
7	Concrete Work	1	LS	\$87,000	\$87,000
8	Masonry Well Enclosure	1	LS	\$160,000	\$160,000
9	Well Pump, Well Head, and Piping	1	LS	\$279,000	\$279,000
10	Electrical and Instrumentation	1	LS	\$1,130,300	\$1,130,300
11	Equipment and System Testing	1	LS	\$25,000	\$25,000
12	Site Work	1	LS	\$18,000	\$18,000

TOTAL BID AWARD PRICE (Items 1 through 12) \$1,994,300

TOTAL BID AWARD PRICE (in words) One Million Nine Hundred Ninety-Four Thousand Three Hundred Dollars.

The above Total Contract Price includes all allowances, if any, provided for in the Contract Documents. Progress and final payments shall be in accordance with the General Conditions.

When, under the provisions of this Agreement, the City shall charge any sum of money against Contractor, City shall deduct and retain the amount of such charge from the amount of the next succeeding progress estimate, or from any other moneys due or that may become due to the Contractor from City. If, on completion or termination of the Contract, sums due Contractor are insufficient to pay City's charges against him, the City shall have the right to recover the balance from Contractor or its sureties.

Compensation for Unit Price Items shall be based upon the unit prices stated in above schedule times the actual quantities or units of work and materials performed or furnished. Unit prices paid by the City may change depending on actual quantities or units of work completed in accordance with Section 00700-9.04, Increased or Decreased Quantities.

3.2 Substitution of Securities for Money Withheld. At any time prior to final payment, Contractor may request substitution of securities for any money withheld by the City to ensure performance of the Agreement in the manner as provided by California Public Contract Code §22300. At the expense of the Contractor, securities equivalent to the money withheld may be deposited with the City or with an approved financial institution as escrow agent according to a separate Security Agreement. Securities eligible for

substitution shall include those listed in §16430 of the California Government Code or bank or savings and loan certificates of deposit.

ARTICLE 4 - CONTRACT TIMES

4.1 Time is of the Essence. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of this Agreement.

4.2 Commence Work. Contractor shall commence execution of the Work on the date established in the Notice to Proceed. The City reserves the right to modify or alter the Commencement Date of the Work.

4.3 Days to Achieve Contract Times. The Contractor shall diligently execute the Work to complete each Milestone listed below within the following number of consecutive calendar days from the date established in the Notice to Proceed for the commencement of the Contract Time.

Times Allowed for Completion

Contractual Completion Event	Completion Time (# of calendar days from Notice to Proceed date) or Seasonal Dates
Milestone A	145
Substantial Completion	603
Final Completion	625

Milestones –

Milestone A completion deadline requires completion of early electrical equipment and mechanical equipment procurement tasks as outlined below:

1. Review and acceptance by the Engineer of product data and shop drawing submittals for the following equipment. The duration for Engineer review of these specific submittals shall be a maximum of 14 calendar days.
 - i. Vertical Turbine Pump specified in Section 11352.
 - ii. Operator Interface Terminal specified in Section 13440.
 - iii. PLC Equipment/Hardware specified in Section 13451.
 - iv. Power Transformer specified in Section 16270.
 - v. Dry Type Transformer specified in Section 16271.
 - vi. Panelboards specified in Section 16470.
 - vii. Variable Frequency Drive (VFD) / Bypass Panel specified in Section 16481.
2. Written certification by the Contractor of release for manufacturing of the following equipment:
 - i. Vertical Turbine Pump specified in Section 11352.
 - ii. Operator Interface Terminal specified in Section 13440.
 - iii. PLC Equipment/Hardware specified in Section 13451.
 - iv. Power Transformer specified in Section 16270.
 - v. Dry Type Transformer specified in Section 16271.
 - vi. Panelboards specified in Section 16470.
 - vii. Variable Frequency Drive (VFD) / Bypass Panel specified in Section 16481.

Milestones are further defined in Section 00800, Supplementary Conditions.

4.4 Liquidated Damages. The City and Contractor recognize that time is of the essence of this Agreement and that the City will suffer financial loss if the Work is not completed within the contract times specified in 4.3, **Days to Achieve Contract Times**. The actual fact of the occurrences of damages and the

actual amount of the damages which City would suffer if the Work were not completed within the specified times set forth above are dependent upon many circumstances and conditions which could prevail in various combinations, and, from the nature of the case, it would be impracticable and extremely difficult to fix the actual damages.

Damages which City would suffer in the event of delay include loss of the use of the Project, and, in addition, expenses of prolonged employment of an architectural and engineering staff; costs of administration, construction management, inspection, and supervision; the loss suffered by the public within the City's constituent cities by reasons of the delay in the completion of the project to serve the public at the earliest possible time; and, costs associated with ongoing and extended permit compliance.

Accordingly, the City and the Contractor agree that as liquidated damages for delay, in accordance with California Government Code Section 53069.85, the Contractor will forfeit and pay to the City liquidated damages in the amounts set forth in the table below, per day for each and every calendar day that expires after the time for completion specified in the above section 4.3, Days to Achieve Contract Times, except as otherwise provided by extension of time pursuant to Section 00700-8.04, Time Extensions, of the General Conditions.

It is further understood and agreed in accordance with California Government Code Section 53069.85 that the liquidated damages sum specified in this provision is not manifestly unreasonable under the circumstances existing at the time this Contract was made, and that the City may deduct liquidated damages sums in accordance with this provision from any payments due or that may become due the Contractor.

Damages for Delays

Contractual Completion Event	Dollars Per Day Liquidated Damages (Amount in Dollars)
Milestone A	\$500
Substantial Completion	\$750
Final Completion	\$1,000

ARTICLE 5 - INSURANCE AND BONDS

5.1 Insurance. Contractor shall maintain in full force and effect at all times during the term of the Agreement, at its sole expense, policies of insurance in accordance with the General Conditions and the Supplementary Special Conditions. By execution of this Agreement, the Contractor certifies as follows:

"I am aware of the provisions of §3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this contract."

5.2 Faithfull Performance Bond and Payment Bond. The Contractor, simultaneously with the execution of the Agreement, will be required to furnish a Faithful Performance Bond to guarantee the Faithful Performance of the Contract equal to one hundred (100%) of the Total Contract Price set forth in Article 4 and a Payment Bond required by Part 4, Title 15, Chapter 7, Division Three of the Civil Code of the State of California equal to one hundred percent (100%) of the Total Contract Price set forth in Article 4. The bonds must be issued by a surety company admitted in California and with a current A.M. Best's rating of no less than A:-VII or equivalent, unless otherwise approved by Agency.

Any alteration(s) made in any provision of this Agreement shall not operate to release any surety from liability on any bond required hereunder and the consent to make such alteration(s) is hereby given, and any surety on said bonds hereby waives the provisions of Sections 2819 and 2845 of the California Civil Code.

Contractor must submit the following document with the bonds: The original, or a certified copy, of the unrevoked appointment, power of attorney, bylaws or other instrument entitling or authorizing the person who executed the bond to do so.

ARTICLE 6 - CITY'S REPRESENTATIVE(S) AND AUTHORITY'S CONSULTANTS

6.1 City's Representative. The City has designated **William Jow**, or his/her designee to act as City's Representative. The City may change the individual(s) acting as City's Representative(s), or delegate one or more specific functions to one or more specific City's Representative at any time with notice and without liability to Contractor. Each City's Representative is the beneficiary of all Contractor obligations to the City, including without limitation, all releases and indemnities. All documents requiring the signature/approval of City shall be signed by the City's Representative.

6.2 Design Engineer. The City has designated **West Yost Associates** to act as Design Engineer. The Design Engineer is included within and covered by Contractor's release and indemnity obligations to the City.

6.3 Construction Manager. The City has designated **William Jow**, to act as Construction Manager. The City may assign, upon mutual agreement, all or part of the City's Representative's duties, rights and responsibilities to the Construction Manager. The Construction Manager is the beneficiary of all Contractor obligations to the City, including without limitation, all releases and indemnities.

ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS

7.1 Representations and Warranties. In order to induce the City to enter into this Agreement, Contractor makes the following representations and warranties:

- A. Contractor has visited the Site and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, and all local conditions, and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.
- B. Contractor has examined thoroughly and understood all reports of exploration and tests of subsurface conditions, record drawings, drawings, products specifications or reports, available for bidding purposes, of physical conditions, including Underground Facilities, which are identified in Section 00300, Supplemental Project Information Available to Bidders, or which may appear in the Contract Documents. Contractor further acknowledges and agrees that, in executing the Agreement, it is relying on its own observation of (1) the site of the Work, (2) access to the Site, (3) all other data and matters requisite to the fulfillment of the Work and on its own knowledge of existing facilities on and in the vicinity of the site of the Work to be constructed under the Contract, (4) the conditions to be encountered, (5) the character, quality and scope of the proposed Work, (6) the quality and quantity of the materials to be furnished, and (7) the requirements of the Contract, the plans, the specifications, and other related information made available to Contractor by the City.
- C. Contractor has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- D. Contractor has given the City prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and record drawings and actual conditions and the written resolution thereof (if any) through Addenda issued by the City is acceptable to Contractor.

- E. Contractor is duly organized, existing and in good standing under applicable state law, and is duly qualified to conduct business in the State of California.
- F. Contractor has duly authorized the execution, delivery and performance of this Agreement, the other Contract Documents and the Work to be performed herein. The Contract Documents do not violate or create a default under any instrument, agreement, order or decree binding on Contractor.

Contractor has listed the following Subcontractors consistent with the Subcontractor Listing Law, California Public Contract Code §4100 <i>et seq.</i> :		
Name of Subcontractor and Address of Mill or Shop	Description of Subcontractor's Work	Subcontractor's License No.
John Jackson Masonry	Masonry	255203
Mason Painting	Paints and Coatings	819987
Camblin Steel Services Inc.	Reinforcing Steel	218839
Harbert Roofing, Inc.	Roofing	696974
Nor-Cal Pump and Well Drilling	Well Pump and Motor	908591

ARTICLE 8 - LABOR CODE COMPLIANCE AND DAVIS-BACON WAGES

8.1 California Labor Code. Pursuant to the provisions of §1770 *et seq.* of the California Labor Code, which are hereby incorporated by reference and made a part hereof, the Director of the Department of Industrial Relations has determined the general prevailing rate of the per diem wages and the general prevailing rate for holiday and overtime Work in the locality in which the Work is to be performed, for each craft, classification or type of worker needed to perform the Work. Per diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, apprenticeship or other training programs, and similar purposes. Copies of the rates are on file at City office or may be downloaded from the State Department of Industrial Relations website, Division of Labor Statistics and Research, <http://www.dir.ca.gov/dlsr/>. The rate of prevailing wage for any craft, classification or type of workmanship to be employed in performing the Work is the rate established by the applicable collective bargaining contract which rate so provided is hereby adopted by reference and shall be effective for the life of this Agreement or until the Director of the Department of Industrial Relations determines that another rate is adopted.

It shall be mandatory for the Contractor and all subcontractors to pay not less than such specified prevailing wage rates to all workers employed in the performance of the Work. If any worker engaged in the performance of the Work is paid less than the specified prevailing wage rate, the Contractor shall pay to each such worker the difference between the specified prevailing wage rate and the actual amount paid to such worker for each calendar day or portion thereof. In addition, Contractor shall comply with the provisions of California Labor Code §1775, including provisions which require Contractor to (a) forfeit as penalty to City not more than \$200 for each calendar day or portion thereof for each worker (whether employed by Contractor or any Subcontractor) paid less than the applicable prevailing wage rates for any work done under this Contract in violation of the provisions of the California Labor Code, and (b) pay to each worker the difference between the prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which the worker was paid less than the prevailing wage.

The Contractor and each Subcontractor shall keep or cause to be kept an accurate record showing the names, addresses, social security numbers, work classifications, straight time and overtime hours worked each day and week for all laborers, workers and mechanics employed in connection with the performance under the Contract Documents or any subcontract thereunder, and showing the actual per diem wage paid to each of such workers, which records shall be open at all reasonable hours to inspection by City and its agents and to the representatives of the Division of Labor Law Enforcement of the State Department of Industrial Relations. Contractor assumes all responsibility for such payments and shall defend, indemnify and hold the City harmless from any and all claims made by the State of California, the Department of Industrial Relations, any Subcontractor, any worker or any other third party with regard thereto. Contractor shall be responsible to ensure compliance with section 1776. Failure to comply with that section may result in the California Labor Commissioner's assessment of a penalty of \$100 per day per affected worker.

The Contractor shall post, at each jobsite, a copy of such prevailing rate of per diem wages as determined by the Director for the California Department of Industrial Relations and all job site notices as prescribed by California Labor Code Section 1771.1.

Pursuant to California Labor Code Section 1771.4, this Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

The successful Bidder and its subcontractors shall employ the appropriate number of apprentices, in each apprenticeable craft, on the project site as stipulated in California Labor Code sections 1777.5, 1777.6 and 1777.7. Failure to comply may result in the California Labor Commissioner's assessment of a penalty of \$100 for each day of noncompliance.

Pursuant to California Labor Code Section 1771.1, by execution below, the Bidder and its Subcontractors certify that when the Bidder's bid was submitted, the Bidder and its Subcontractors were registered and qualified to perform public work pursuant to Section 1725.5 of the California Labor Code, subject to limited legal exceptions. Pursuant to California Labor Code Section 1771.1, by execution below, the Bidder and its Subcontractors certify that they are registered and qualified to perform public work pursuant to Section 1725.5 of the California Labor Code, subject to limited legal exceptions.

8.2 Davis-Bacon Wages - Not Used.

ARTICLE 9 - MISCELLANEOUS PROVISIONS

9.1 Assignment. Contractor shall not assign this Contract or any rights under or interests in the Contract without the City's written approval. No assignment will release or discharge the Contractor from any duty or responsibility under the Contract Documents.

9.2 Successors and Assigns; No Third-Party Beneficiaries. The provisions of this Agreement and the Contract Documents shall inure to the benefit of and shall apply to and bind the successors and permitted assigns of the Parties. Nothing contained in this Agreement, or the Contract Documents is intended to or shall be deemed to confer upon any person, other than the Parties and their respective successors and permitted assigns, any rights or remedies hereunder.

9.3 Contractor Bankrupt. If Contractor should commence any proceeding under federal bankruptcy law, or if Contractor be adjudged a bankrupt, or if Contractor should make any assignment for the benefit of creditors, or if a receiver should be appointed on account of Contractor's insolvency, then the City may, without prejudice to any other right or remedy, terminate the Agreement and complete the Work by giving notice to Contractor and its surety according to the General Conditions.

The City shall have the right to complete, or cause completion of the Work, all as specified in the General Conditions.

9.4 Unfair Competition. The following provision is included in this Agreement pursuant to California Public Contract Code §7103.5.

"In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assigning to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with §16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, with further acknowledgment by the parties."

9.5 Nondiscrimination and Equal Opportunity. The Contractor shall not discriminate on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Contractor under this Agreement. Contractor shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any affirmative obligations required of Contractor thereby.

Contractor shall include the provisions of this Subsection in any subcontract.

9.6 No Waiver of Remedies. Neither the inspection by the City or its agents, nor any order or certificate for payment of money, nor any payment for, nor acceptance of the whole or any part of the Work by the City, nor any extensions of time, nor any positions taken by City or its agents shall operate as a waiver of any provision of this Agreement or the Contract Documents or of any power herein reserved to City or any right to damages herein provided, nor shall any waiver of any breach of this Agreement or of the Contract Documents be held to be a waiver of any other or subsequent breach. All remedies provided in this Agreement and in the Contract Documents shall be taken and construed as cumulative; that is, in addition to each and every other remedy provided in this Agreement and/or the Contract Documents, and the City shall have any and all equitable and legal remedies, which it would in any case have.

9.7 Governing Law. This Agreement and the Contract Documents shall be deemed to have been entered into in the County of Contra Costa, State of California, and governed by California law (excluding choice of law rules). By entering into this Agreement, the Contractor consents and submits to the jurisdiction of Courts of the State of California, over any action of law, suit in equity, and/or other proceeding that may arise out of the Contract Documents.

9.8 Notices. Except as otherwise specified herein, all notices to be sent pursuant to this Agreement or the Contract Documents shall be made in writing and sent to the Parties at their respective addresses specified below or to such other address as a Party may designate by written notice delivered to the other parties in accordance with this Section. All such notices shall be sent by:

- A. personal delivery, in which case notice is effective upon delivery;
- B. certified or registered mail, return receipt requested, in which case notice shall be deemed delivered on receipt if delivery is confirmed by a return receipt;
- C. nationally recognized overnight courier, with charges prepaid or charged to the sender's account, in which case notice is effective on delivery if delivery is confirmed by the delivery service;
- D. facsimile transmission, in which case notice shall be deemed delivered upon transmittal, provided that (a) a duplicate copy of the notice is promptly delivered by first-class or certified mail or by overnight delivery, or (b) a transmission report is generated reflecting the accurate transmission thereof. Any notice given by facsimile shall be considered to have been received on the next business day if it is received after 5:00 p.m. recipient's time or on a non-business day.

Any written notice to Contractor shall be sent to:

Company Name _____

Company Address _____

Individual's Name _____

Individual's Email Address _____

Individual's Direct Dial Phone #: _____

Individual's Fax # _____

Any written notice to City shall be sent to:

Director of Public Works and Development Services
City of Yuba City
1201 Civic Center Boulevard
Yuba City, CA, 95993

9.9 Execution in Counterparts. This Agreement may be executed in counterparts each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have signed the Agreement on the date set forth opposite their names.

CONTRACTOR

Under penalty of perjury, I certify that the taxpayer identification number and all other information provided here are correct.

Date: _____ Federal I.D. #: _____

DIR Registration # _____ State ID # _____

California Contractor's License # & Classifications _____ Expiration Date _____

Signature

Signature

Print Name

Print Name

Title

Title

Type of Business Entity (*check one*):

- ____ Individual/Sole Proprietor
____ Partnership
____ Corporation
____ Limited Liability Company
____ Other (*please specify*: _____)

If Contractor is an out-of-state corporation, Contractor warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.

CITY OF YUBA CITY

a California Municipal Corporation

DATE: _____ BY _____
City Manager

Original Approved As To Form:

Attest:

Shannon L. Chaffin, City Attorney

Jackie Sillman, City Clerk

Original Approved as to Form:

Ben Moody, Director of Public Works and Development Services

END OF SECTION

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EXHIBIT B

Public Works



AMENDMENT NO. 1 TO THE AGREEMENT FOR PROFESSIONAL SERVICES WEST YOST AND ASSOCIATES, INC.

West Yost and Associates, Inc.
2020 Research Park Dr
Davis, CA 95618

SUBJECT: Amendment No. 1 to awarded budget amount for Yuba City's Second Groundwater Well Project

This Amendment to the Agreement for Professional Services dated September 8, 2021 ("First Amendment") is made and entered into as of the ____ day of _____, 2023 by and between the City of Yuba City ("City") and West Yost and Associates, Inc. ("Consultant").

Recitals

Whereas, by Professional Services Agreement dated September 8, 2021 ("Prime Agreement"), City entered into an agreement with Consultant for professional engineering services for the City's Second Groundwater Well Projects in the amount of \$572,498.00.

Whereas, the Parties desire to amend the Prime Agreement for the first time to increase the budgeted amount due to unforeseen additional services provided during the construction of the below-ground facilities.

Agreement

In consideration of the foregoing Recitals and for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the City and Consultant agree as set forth herein.

1. Section 3, Compensation, Second sentence of the Prime Agreement is replaced in its entirety with the following:

In no event shall Consultant's compensation exceed \$843,298, per Exhibit A to this Amendment No. 1, without additional written authorization from the City.

2. A copy of the Prime Agreement is attached hereto as Exhibit "B" and, except as otherwise amended by this First Amendment, is incorporated as though set forth in full herein.
3. Except as amended in this First Amendment, the terms and conditions of the Prime Agreement and First Amendment shall remain the same and shall be in full force and effect. This First Amendment is not effective until approved and executed by the authorized City representative.

Public Works



IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year first written above.

CITY:

CITY OF YUBA CITY, a municipal corporation

CONSULTANT:

WEST YOST AND ASSOCIATES, INC.

Diana Langley, City Manager

Name: _____

Title: _____

Kindly execute the original and two (2) copies and return to City Hall at 1201 Civic Center Boulevard, Yuba City, CA 95993; the City will return a fully-executed copy to you via mail for your files.

Attachments:

Exhibit A: Amended Exhibit A to Prime Agreement

Exhibit B: Prime Agreement

Public Works



Exhibit A

Table 1. Municipal Well No. 2 Design Services - Project Cost Analysis

Task	Authorized Budget, dollars	Costs through 12/16/2022, dollars	Estimated Cost to Complete, dollars	Estimated Cost at Completion, dollars	Projected Cost Variance, dollars	Proposed Task-Level Budget Increase, dollars	Proposed Task-Level Budget, dollars
001 Project Management and Meetings	62,864	41,854	43,100	85,000	(22,100)	22,100	84,964
002 Preliminary Design	77,727	77,101	-	77,100	600	(600)	77,127
003 Well Construction Documents	44,116	41,678	-	41,700	2,400	(2,400)	41,716
004 Well Equipping Documents	138,201	231,454	21,000	252,500	(114,300)	114,300	252,501
005 Hydrogeologic Services during Well Drilling	94,474	161,173	31,500	192,700	(98,200)	98,200	192,674
006 Engineering Services during Well Equipping	155,116	-	194,300	194,300	(39,200)	39,200	194,316
Total	572,498	553,260	289,900	843,300	(270,800)	270,800	843,298

West Yost 2023 Billing Rate Schedule

2023 Billing Rate Schedule

(Effective January 1, 2023 through December 31, 2023)*



POSITIONS	LABOR CHARGES (DOLLARS PER HOUR)
ENGINEERING	
Principal/Vice President	\$338
Engineer/Scientist/Geologist Manager I / II	\$319 / \$334
Principal Engineer/Scientist/Geologist I / II	\$288 / \$307
Senior Engineer/Scientist/Geologist I / II	\$259 / \$272
Associate Engineer/Scientist/Geologist I / II	\$215 / \$231
Engineer/Scientist/Geologist I / II	\$173 / \$201
Engineering Aide	\$101
Field Monitoring Services	\$125
Administrative I / II / III / IV	\$92 / \$115 / \$138 / \$152
ENGINEERING TECHNOLOGY	
Engineering Tech Manager I / II	\$332 / \$334
Principal Tech Specialist I / II	\$305 / \$315
Senior Tech Specialist I / II	\$279 / \$291
Senior GIS Analyst	\$252
GIS Analyst	\$239
Technical Specialist I / II / III / IV	\$178 / \$203 / \$228 / \$254
Technical Analyst I / II	\$128 / \$152
Technical Analyst Intern	\$103
Cross-Connection Control Specialist I / II / III / IV	\$133 / \$144 / \$162 / \$180
CAD Manager	\$201
CAD Designer I / II	\$156 / \$176
CONSTRUCTION MANAGEMENT	
Senior Construction Manager	\$322
Construction Manager I / II / III / IV	\$197 / \$211 / \$224 / \$283
Resident Inspector (Prevailing Wage Groups 4 / 3 / 2 / 1)	\$172 / \$191 / \$213 / \$221
Apprentice Inspector	\$156
CM Administrative I / II	\$83 / \$112
Field Services	\$221

- Hourly rates include Technology and Communication charges such as general and CAD computer, software, telephone, routine in-house copies/prints, postage, miscellaneous supplies, and other incidental project expenses.
- Outside Services such as vendor reproductions, prints, shipping, and major West Yost reproduction efforts, as well as Engineering Supplies, etc. will be billed at actual cost plus 15%.
- The Federal Mileage Rate will be used for mileage charges and will be based on the Federal Mileage Rate applicable to when the mileage costs were incurred. Travel other than mileage will be billed at cost.
- Subconsultants will be billed at actual cost plus 10%.
- Expert witness, research, technical review, analysis, preparation and meetings billed at 150% of standard hourly rates. Expert witness testimony and depositions billed at 200% of standard hourly rates.
- A Finance Charge of 1.5% per month (an Annual Rate of 18%) on the unpaid balance will be added to invoice amounts if not paid within 45 days from the date of the invoice.

2023 Billing Rate Schedule

(Effective January 1, 2023 through December 31, 2023)*



Equipment Charges

EQUIPMENT	BILLING RATES
2" Purge Pump & Control Box	\$300 / day
Aquacalc / Pygmy or AA Flow Meter	\$28 / day
Emergency SCADA System	\$35 / day
Field Vehicles (Groundwater)	\$1 / mile
Gas Detector	\$80 / day
Generator	\$60 / day
Hydrant Pressure Gauge	\$10 / day
Hydrant Pressure Recorder, Impulse (Transient)	\$55 / day
Hydrant Pressure Recorder, Standard	\$40 / day
Low Flow Pump Back Pack	\$135 / day
Low Flow Pump Controller	\$200 / day
Powers Water Level Meter	\$32 / day
Precision Water Level Meter 300ft	\$30 / day
Precision Water Level Meter 500ft	\$40 / day
Precision Water Level Meter 700ft	\$45 / day
QED Sample Pro Bladder Pump	\$65 / day
Stainless Steel Wire per foot	\$0 / day
Storage Tank	\$20 / day
Sump Pump	\$24 / day
Transducer Components (per installation)	\$23 / day
Trimble GPS – Geo 7x	\$220 / day
Tube Length Counter	\$22 / day
Turbidity Meter	\$30 / day
Vehicle (Construction Management)	\$10 / hour
Water Flow Probe Meter	\$20 / day
Water Quality Meter	\$50 / day
Water Quality Multimeter	\$185 / day
Well Sounder	\$30 / day

* This schedule is updated annually

Public Works



Exhibit B

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of September 8, 2021, by and between the City of Yuba City, a municipal corporation ("City") and West Yost & Associates, Inc. ("Consultant").

RECITALS

- A. Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement; and
- B. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein; and
- C. City desires to retain Consultant to render professional services as set forth in this Agreement.

AGREEMENT

1. Scope of Services. The Consultant shall furnish the following services in a professional manner.

**See Attached Scope of Services
(Attachment 1)**

2. Time of Performance. The services of Consultant are to commence upon execution of this Agreement and shall continue until all authorized work is completed and approved by the City. Finalization shall be completed at the direction of the City of Yuba City.
3. Compensation. Compensation to be paid to Consultant shall be in accordance with the Schedule of Charges set forth in Exhibit A, which is attached hereto and incorporated herein by reference. In no event shall Consultant's compensation exceed \$572,498 without additional written authorization from the City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.
4. Method of Payment. Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultant's invoices shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenses. City shall pay Consultant not later than 30 days after approval of the monthly invoice by City staff. When payments made by the City equal 90% of the maximum fee provided for in this Agreement, no further payments shall be made until the final work under this Agreement has been accepted by City.
5. Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of

the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from City.

6. Termination. This Agreement may be terminated by the City immediately for cause or by either party without cause upon fifteen days written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination. Such compensation is subject to the conditions of Section 4 of this agreement.
7. Ownership of Documents. All plans, studies, documents and other writings prepared by and for Consultant, its officers, employees, agents and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the City upon payment to Consultant for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon request.
- * Licensing of Intellectual Property. This Agreement creates a nonexclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regards to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the services under this Agreement. Nor shall such materials be disclosed to any person or entity not connected with the performance of the services under this Agreement. Nothing furnished to Consultant, which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs relating to project for which Consultant's services are rendered, or any publicity pertaining to the Consultant's services under this Agreement in any magazine, trade paper, newspaper, television or

radio production or other similar medium without the prior written consent of City.

8. Consultant's Books and Records:

- a. Consultant shall maintain any and all ledgers, books of accounts, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant to this Agreement.
- b. Consultant shall maintain all documents and records which demonstrated performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.
- c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Administrator, City Attorney, City Auditor or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.
- d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above named officers, require that custody of the records be given to the City and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

9. Independent Contractor. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the City. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

- a. Will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the City or of any City official, other than normal agreement monitoring; and

- b. Possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700(B)(2).)

10. Interest of Consultant. Consultant (including principals, associates and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.
11. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.
12. Compliance with Laws. Consultant shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations.
13. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature, which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Consultant to practice its profession. Consultant shall maintain a City of Yuba City business license.
14. Indemnity. Consultant agrees to defend, indemnify and hold harmless the City, its officers, officials, agents, employees and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all costs, including attorney fees and expenses in connection therein), arising out of the performance of this Agreement in whole or in part by any negligent act or omission of the Consultant, or anyone directly or indirectly employed by the Consultant or anyone for whose acts the Consultant may be liable, or its failure to comply with any of its obligations contained in this Agreement, except for any such claim arising out of the sole negligence or willful misconduct of the City, its officers, agents, employees or volunteers.

15. Insurance Requirements. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the contract, necessary insurance policies as described in Exhibit B.

16. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City Diana Langley
Public Works Department
City of Yuba City
1201 Civic Center Blvd
Yuba City, CA 95993
(530) 822-4792

If to Consultant: Jeff Pelz
Principal-in-Charge
West Yost & Associates, Inc.
2020 Research Park Drive
Davis, CA 95618
(530) 574-4832

17. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

18. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

19. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express consent of the City. Consultant shall not subcontract any portion of the work to be performed under the Agreement without the written authorization of the City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.

20. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

21. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
22. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Sutter.
23. Litigation Expenses and Attorneys' Fees. If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.
24. Mediation. The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and shall divide the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to JAMS/ENDISPUTE ("JAMS") or its successor in interest. JAMS shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by JAMS and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.
25. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
26. Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
27. Prohibited Interest. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising there from.

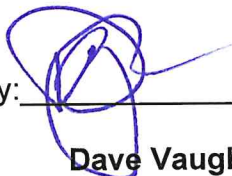
28. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non- discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

CITY OF YUBA CITY:

CONSULTANT:

By: _____



Dave Vaughn
City Manager
City of Yuba City

By: _____



Jeff Pelz, Vice President
Principal-in-Charge
West Yost & Associates, Inc.

Attachments: Attachment 1 – Scope of Services
 Attachment 2 - Insurance Requirements
 Attachment 3 – Vendor Payment Options

Exhibit A

Revised Scope of Services, Fee Estimate, and Schedule

Exhibit A.

Second Groundwater Well Plans and Specifications, Scope of Services

DESIGN APPROACH

Our approach is built around working collaboratively with City of Yuba City (City) staff across departments to understand project objectives and preferences from the planning, design, and operations perspectives. Our hydrogeologists and engineers will work closely with City staff to incorporate these objectives and preferences in the design and construction phases of the project. The West Yost team will organize a series of design meetings to identify the City's preferred design elements and to evaluate concerns, preferences, and lessons-learned with City staff. The design of the well will be aligned with the City's requirements and preferences as documented in a draft preliminary design report (PDR) and the plans and specifications for the well. The PDR and the well construction plans and specifications will be finalized after incorporating the City's comments. The PDR will provide the basis for the well equipping and facilities design. The final well construction plans and specifications will be used for bidding and as the contract documents for the City's selected well construction contractor. The new well would be constructed, developed, and tested prior to finalizing the design of the well equipment and facilities to enable accurate system sizing; however, West Yost will work with the City to specify and coordinate installation of a temporary pump system in the well to pump groundwater to the Yuba City water treatment plant (YCWTP) over the summer of 2022. Equipping of the well and construction of the well facilities by the City's selected general contractor would be the final phase of the project. The design team would provide drinking water source permitting services scheduled to be completed in sync with the final construction, startup, and testing of the second groundwater well.

Well Design Approach

We will bring our knowledge of the site-specific hydrogeology and groundwater quality to the forefront during the downhole design and construction phases of the project. A crucial first step during these phases is establishing the City's objectives for well capacity and water quality at the wellhead. Another important consideration to be evaluated during the preliminary design of the well is the potential for hydraulic interference between the first and second groundwater wells. We will develop design approaches with City input, which support balanced production and water quality from both sources.

We will prepare detailed plans and specifications for drilling and well construction and support the City to require strict adherence to the specifications. For example, control of drilling fluid properties per specification will improve bore hole stability and lead to high-quality well construction and performance, timely project completion, and minimize solids and liquid volumes requiring disposal.

The specifications will call for collection of high-quality lithologic, geophysical, and water quality data during drilling of the pilot hole. Lithologic and geophysical logging will be conducted to identify producing zones within the aquifer. Water quality sampling for arsenic, iron, and manganese, plus other constituents requested by the City, will be collected from discrete producing zones in the aquifer. This information will be used to select the specific depth intervals in the well that would achieve the best balance between the City's water quality and capacity goals.

The diameter of the well will be sized to accommodate the pumping capacity anticipated based on the log results from the pilot hole for the new well and the City's experience in operating the first groundwater well. The well would be pump tested by the well contractor to provide hydraulic performance information

Exhibit A

Second Groundwater Well Plans and Specifications, Scope of Services



needed to accurately design the well infrastructure, including electrical service capacity, variable frequency drive (VFD), motor horsepower, and pump size. The design of the well equipment and aboveground facilities would be initiated in parallel with the design of the well and would include the best estimate of the pumping requirements. The pumping requirements will be finalized when the well is constructed, developed, and tested to determine its pumping capacity and the corresponding infrastructure requirements. To facilitate installation of the temporary pump system, the surface completion of the well will include the sanitary seal (an approximately 7-foot by 7-foot pad) and the pump pedestal (approximately 4 feet by 4 feet by 3 feet tall). These features are usually constructed as part of the well equipping phase. West Yost will then work with the City to hire a pump installation contractor who can install the temporary pump and complete connections to the City's electrical and SCADA systems.

Well Facilities Design Approach

The City's first groundwater well at the YCWTP pumps into the existing surface water treatment plant flash mixer basin. The City has determined it would like to pump the groundwater from the second well into the flash mixer as well. Groundwater quality data from the first groundwater well have indicated the presence of arsenic above the primary Maximum Contaminant Level (MCL) and iron and manganese above the secondary MCL. The groundwater from the proposed second well is also expected to include these constituents, although whether the concentrations will be above the primary and secondary MCLs will be determined during well drilling, construction, and testing. Provisions will be included in the preliminary design to allow space to construct an iron, manganese, and arsenic removal system, most likely a manganese dioxide impregnated media pressure filter with oxidant (possibly sodium hypochlorite or potassium permanganate). The preliminary design will show a potential layout for a possible future treatment system.

The above-ground features of the groundwater well will include a pump pedestal and sanitary seal in conformance with County requirements. The well will be equipped with a vertical turbine pump. A sunshade, or small sound attenuation structure, if needed, will be constructed to cover the well pump motor. A sample tap, air/vacuum valve, check valve, flow meter, and shut off valve will be provided above-ground on the pump discharge pipe. The discharge pipe would then be constructed below ground to the flash mixer basin. It may be possible to connect the well discharge pipe to the existing first groundwater well discharge pipe, or independently discharge to the flash mixer basin. A well flushing tee will be installed between the well pump and the check valve to allow City operators to flush the well before pumping into the flash mixer basin. The flush line will be discharged onto a splash pad into the backwash basins north of the well.

The City has also indicated that a VFD will be needed to control the pumping rate of the well. The pumping rate would naturally decrease as drawdown in the well occurs during the pumping season; a VFD will allow the City to keep the pumping rate constant. The VFD can be placed in a weatherproof housing that includes heating and cooling. A sound attenuation and weather protection structure will be provided over both the VFD and the motor. Depending on the site layout, to be evaluated during preliminary design, it may be better to provide two enclosures, one for the VFD and one for the motor.

These topics will be evaluated and discussed in the preliminary design for City evaluation and direction. Aquifer Storage and Recovery (ASR) infrastructure requirements will also be evaluated and documented in the PDR. The option to install a downhole flow control valve during the initial well equipping phase will be discussed with the City.



SCOPE OF SERVICES

This section describes our proposed scope of services for the City's Second Groundwater Well – Plans and Specifications, including both the below ground and above ground facilities. Attachment 1 provides our proposed project budget and fee schedule. Attachment 2 provides our proposed project schedule. Exhibit B provides resumes for Construction Management and Inspection (CM) staff included in Optional Task 7.

Our proposed scope of services will be provided through the following seven (7) Tasks:

- Task 1. Project Management and Meetings
- Task 2. Preliminary Design
- Task 3. Prepare Well Construction Contract Documents
- Task 4. Prepare Well Equipping Contract Documents
- Task 5. Provide Hydrogeologic Services during Well Construction
- Task 6. Provide Engineering Services during Well Equipping
- Optional Task 7. Provide Construction Management and Inspection Services

These tasks are described in detail below.

Task 1. Project Management and Meetings

Subtask 1.1 Project Management

Project management includes those general management activities that are not specific to any one task, including overall program management; coordination of activities and communication with City staff; coordination and management of West Yost subconsultants; quality control and quality assurance (QA/QC) activities; and invoicing. The Project duration is anticipated to be approximately 17 months.

Subtask 1.2 Meetings

Proposed meetings include:

- In-person meetings: Four (4) in-person meetings are assumed:
 - Project kick-off meeting.
 - Meeting to receive and discuss City comments on the Draft PDR.
 - Well Equipping Design Review Meetings at 50% and 90% design.
 - No meetings have been budgeted to receive City comments on the Draft 35% Well Drilling Technical Specifications (although a conference call to receive and discuss City comments is budgeted).
- Monthly Project Status Conference Calls: Up to nine (9) conference calls are assumed.
- City Council Meeting: If requested, West Yost will provide City staff with technical support during preparation for a City Council meeting to discuss the PDR. Although not required in the City's requested scope of services, if requested by City's staff, a West Yost staffer can also attend this City Council meeting to provide technical assistance in responding to Council questions.
- Attend pre-bid meetings for both the below ground and above ground contractor bid packages.

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Subtask 1.3 Quality Assurance/Quality Control

Task 1 Deliverables

Task 2. Preliminary Design

West Yost will review the existing YCOTP drawings and known information about existing utilities to identify potential conflicts and to confirm connection points for water, drain, electrical, and SCADA systems.

West Yost will contract with MHM, Inc. surveyors to prepare a site survey of the work area. The City will be notified in advance of the survey to allow time to mark out utilities.

The City has prepared several geotechnical reports over the years. These geotechnical reports will be evaluated to determine if further information is needed. West Yost has budgeted \$15,000 in case supplemental geotechnical studies are required.

Preliminary design services consist of developing the PDR and draft 35% Technical Specifications for the drilling and construction of the City's Second Groundwater Well, including the following:

- Recommended provisions for possible future ASR operations.
- Recommended pump station mechanical layout including provisions for future treatment.
- Improvements to allow installation of a temporary pump system for summer of 2022.
- Site improvements.
- Structural recommendations.
- Code review and approach to compliance.
- Proposed site plan and coordination with existing utilities.
- Electrical one-line diagram.
- Preliminary piping and instrumentation diagram.

YUBA CITY

- Pilot hole drilling, sampling, and reaming operations for the well.
- Well construction details, including design recommendations for future ASR operations.
- Development and pump testing procedures.
- Down-hole equipment (pump and level sensor).

West Yost will develop the Well Drilling Technical Specifications to match the hydrogeologic conditions anticipated to be encountered at the well site.

Task 2 Deliverables

West Yost will provide Draft PDR, representing an approximately 35% level of design completion, and provide final PDR following incorporation of City Comments.

Subtask 3.1 Prepare Well Construction Contract Documents

- Prepare revised draft Technical Specifications and Drawings for drilling of the pilot hole, discrete water quality sampling from specific zones (eight samples assumed to be collected and analyzed for arsenic, iron, and manganese under the well construction contractor's scope of work), and construction of the well. The well design will be based on the lithologic logs, geophysical logs, and formation sieve analyses collected during construction of the ASR monitoring wells at the YCWTP.
- Include sanitary seal, pad, and pump pedestal as part of well construction.
- Finalize Technical Specifications and Drawings to reflect final review comments received from City.
- Provide final Technical Specifications and Drawings, sealed by a professional engineer or registered geologist, and send to the City for City advertising and selection of a qualified, licensed well drilling contractor.

This subtask will consist of providing the City with assistance in obtaining permits for well drilling and construction, and temporary discharge of water generated during well development and testing.

Exhibit A

Second Groundwater Well Plans and Specifications, Scope of Services



West Yost will include language in the Technical Specifications requiring the well drilling contractor to obtain and submit to the City a Well Drilling Permit from the Sutter County Development Services Department (SCDSD), prior to mobilization. The Technical Specifications will also include language requiring the drilling contractor to fulfill all well drilling permit requirements, including the preparation and filing of a California Department of Water Resources (DWR) Well Completion Report with DWR and SCDSD.

The Technical Specifications will address containment, testing, transportation, and disposal of drilling fluids, sediment, and cuttings per applicable permits and regulations by the well drilling contractor.

If necessary, and after consulting with City staff on the discharge permitting approach at the kickoff meeting, West Yost will prepare the applications and associated forms for the City to apply for the applicable waivers or Notices of Applicability for on-site discharges of water generated during well development and testing to land or local stormwater channels under:

- State Water Resources Control Board (State Board) General Order 2003-003-DWQ, Statewide General Waste Discharge Requirements for Discharges to Land with a Low Threat to Water Quality, or
- State Board Order WQ 2014-0194-DWQ General Order No. CAG140001, Statewide National Pollutant Discharge.

We assume that drilling fluids, sediment and cuttings generated during drilling, well construction, development and testing will be disposed of by the contractor on land owned by the City with the City's approval, or at a licensed landfill per applicable regulations. We assume the contractor will be responsible for containment, transportation, and any testing required for off-site disposal.

Subtask 3.3 Bid Support Services for Well Construction

Bid period services for well construction are primarily focused on assisting the City by providing technical input during the selection of the well drilling contractor. Proposed activities include:

- Assist City with bidding process and attend pre-bid meeting.
- Assist City in responding to contractor questions/issue addenda, if needed.
- Work with City-selected contractor to achieve the City's project goals of identifying water-bearing zones that provide municipal supply and may be used for ASR.

The following assumption has been made in developing the Scope of Services, Budget, and Schedule for Task 3:

City staff is responsible for providing all requested data, timely review of work products within two (2) weeks of receipt and being available to meet with West Yost to review and discuss City comments on Draft Work Products.

If the above-listed assumption is determined to be incorrect during project execution, the Project schedule could be affected. The West Yost team can complete the work needed with appropriate adjustments to the contracted Scope, Schedule, and Fee.



Task 3 Deliverables

West Yost will provide 50% (drawings and specifications), 90%, and Final Design Drawings and Technical Specifications for the well; and estimates of probable costs with each deliverable submittal. Provide written responses to bidder questions and prepare addenda (if needed) in Adobe PDF format for City use.

Task 4. Prepare Well Equipping Contract Documents

Subtask 4.1 Prepare Well Equipping Contract Documents

Design period services are focused on preparing the bid package for the City's use in obtaining bids from general contractors (GC) to construct the well facilities and equip the well. Proposed activities include:

- Prepare Design Drawings and Technical Specifications for improvements at the well site.
- Design connecting utilities to the existing utilities at the YCWTP.
- Assist City during City's discussions with PG&E regarding providing electrical service to the well site.
- Provide 50% Draft Plans and Technical Specifications for City review and comment.
- Meet with City staff to review and discuss City comments on the 50% Draft Design Documents.
- Provide 90% Draft Plans and Technical Specifications for City review and comment.
- Meet with City staff to review and discuss City comments on the 90% Draft Design Documents.
- Provide Final Plans and Technical Specifications sealed by a professional engineer for bidding.
- Develop Estimate of Probable Cost with each submittal.

We will meet jointly with City Operations and Engineering Design staff after submittal of the 50% and 90% Draft Plans and Technical Specification submittals to receive and discuss City comments. A brief conference call is budgeted to confirm the Final Plans and Specifications are acceptable to the City.

In addition, West Yost will prepare design sketches and assist the City with specifying and coordinating installation of a temporary pump in the well with the intention of pumping water during the summer of 2022. The temporary equipment is expected to include a motor starter located in the existing YCWTP Motor Control Center, conduits from the connection point to the well site, a well pump (possibly rented or from another City facility), a manual shut off, flow meter, and connection to the City's SCADA system. West Yost will also work with the City during permitting of the temporary pump system.

Subtask 4.2 Permitting Services for Well Equipping

The scope of this task will consist of fulfilling the necessary requirements to obtain the well source water permit from the State Board Division of Drinking Water (DDW). This will include coordinating with the DDW District Engineer, preparing the source water assessment report using the TurboSWAP software and submitting the report electronically to the DDW's Drinking Water Source Assessment and Protection Program.

Specific activities required to complete this task are:

- Reviewing the Environmental Data Resources database report,
- Identifying Potentially Contaminating Activities (PCAs) in the vicinity of the proposed well,
- Entering the PCAs from the database report into the TurboSWAP program,

Exhibit A

Second Groundwater Well Plans and Specifications, Scope of Services



- Preparing a map of the radial distance from the proposed well to the PCAs, and
- Electronically submitting data through the TurboSWAP program.

The City will provide the EDR database report and the TurboSWAP program files to be used in this effort.

Subtask 4.3 Bid Support Services for Well Equipping

Bid period services are primarily focused on assisting the City in selecting a GC for the construction of the required above ground facilities. Proposed activities include:

- Assist City with bidding process, as requested by City.
- Assist City in responding to GC questions/issue addenda, if needed.

The following assumptions have been made in developing the Scope of Services, Budget, and Schedule for Task 4:

- Proposed Scope of Services includes the design of all utilities necessary to connect the well discharge to the YCWTP flash mixer basin and to make electrical power and SCADA connections.
- Coordination with local permitting agencies or permitting documents for the planning department, building department, and fire department are not required. Code review is limited to documentation of requirements.
- Renderings, colored elevations, and public outreach or presentations are excluded.
- The site is currently not landscaped, so no landscaping is proposed.
- West Yost standards for production, including specifications format, CAD, and cost estimating, are acceptable.
- City will prepare the bid tabulation and verify general conformance with bid documents, including signatures and requisite submission of appropriate documentation.
- City staff is responsible for providing all requested data, timely review of work products within two (2) weeks of receipt and being available to meet with West Yost to review and discuss City comments on draft work products.

If the above-listed assumptions are determined to be incorrect during project execution, the Project schedule could be affected. The West Yost team can complete the work needed with appropriate adjustments to the contracted Scope, Schedule, and Fee.

Task 4 Deliverables

West Yost will provide 50%, 90%, and Final Design Plans and Technical Specifications for the well equipment and facilities; and estimates of probable costs with each deliverable submittal. Provide written responses to bidder questions and prepare addenda. Written records of correspondence with DDW District Engineer; electronic submittals uploaded to the DDW website.

Exhibit A
Second Groundwater Well Plans and
Specifications, Scope of Services



- Providing on-site presence during geophysical logging of the pilot hole by the contractor, preparing geologic logs of the formations encountered using cutting samples collected by the contractor, selecting depth intervals for collecting water quality samples (eight samples assumed to be collected and analyzed for arsenic, iron, and manganese under the well construction contractor's scope of work), collecting the water quality samples for laboratory analysis by the contractor, and selecting formation samples for grain size analysis by the contractor.
- Evaluating the pilot hole geophysical logs, geologic logs water quality results and formation grain size results and developing the proposed final design for the well (screen size and placement, gravel pack grain size distribution and placement).
- Reviewing the proposed final design of the well with City staff and providing the final design instructions to the contractor.
- Providing on-site hydrogeologic services during landing of the casing at the required depth, placement of the gravel pack, annular fill materials and sealing of the well.
- Providing hydrogeologic services during final well development and advising City staff on the adequacy of the well development.
- Providing on-site hydrogeologic services during the contractor's pump testing and advising City staff on the adequacy of the pump testing of the well to verify well capacity and efficiency, and to update or confirm the specification for the permanent pump.
- Collecting and analyzing a groundwater sample collected during the constant rate pump test of the well for Title 22 parameters (Title 22 water quality analysis assumed included in the well construction contractor's scope of work).
- Reviewing the contractor's plumbness, alignment and video logs of the well.
- Analyzing the results of well capacity and efficiency testing and provide data for well pump specification in support of Task 6.

Subtask 5.3 Post Construction Activities

At the conclusion of these field activities, the field data, geophysical logging data, lithology, water quality sampling and other field observations will be compiled and summarized in a well construction report to be provided to the City.

The following assumptions have been made in developing the Scope of Work, Budget, and Schedule for this task:

- City staff will provide water quality (including bacteriological samples) results to DDW.
- City staff is responsible for providing all requested data, conducting public outreach and notification to neighbors, and securing all required permits; review of work products within two (2) weeks of receipt; being available to meet with West Yost to review and discuss City comments on draft work products; attend meetings during well construction; and providing timely responses to issues that may arise during construction.

If the above listed assumptions are determined to be incorrect during project execution, the West Yost team can complete the work needed with appropriate adjustments to the contracted Scope of Work, Schedule, and Fee.

Exhibit A

Second Groundwater Well Plans and Specifications, Scope of Services



Task 5 Deliverables

West Yost will provide construction documents, preconstruction conference agenda, notes, and action items from construction meetings, limited on-site review of drilling activities during key construction periods, and draft and final Well Construction Report documenting as-built conditions in PDF format.

Task 6. Provide Engineering Services during Well Equipping

The West Yost team will provide engineering services during the equipping of the well. CM services are discussed under Optional Task 7.

The three (3) expected phases during the equipping of the well are the pre-mobilization phase, the construction phase, and the post construction phase. Throughout all construction activities, the West Yost team will provide the following services:

- Respond to and process requests for information regarding the technical specifications, (up to thirty (30) are assumed), change orders (up to ten (10) are assumed), and field orders.

Activities specific to each of the phases are described below.

Subtask 6.1 Pre-Mobilization Phase

The pre-mobilization phase focuses on those activities that occur prior to the GC mobilizing to the well site. Activities include:

- Prepare construction drawings and technical specifications based on the design drawings and technical specifications from the bid documents and addenda (if any).
- Review contractor's shop drawings and other submittals, including material submittals, project schedule, and schedule of values (a total of up to 50 submittals and/or re submittals are assumed).

Subtask 6.2 Construction Phase

The construction period phase focuses on those activities while the GC is mobilized and on-site and could last up to six months or longer. However, based on discussions with the City, and the assumption that all goes well with these construction activities, for cost budgeting purposes, it is assumed that all construction activities can be completed within a six-month period. Activities include:

- Provide weekly or bi-weekly observation and field reports by the design team and attend regular on-site construction status meetings led by the CM team (Optional Task 7). Ten (10) on-site weekly field observations and meetings are assumed.
- Provide design team technical design expertise whenever a change order is being considered, including, but not limited to plan details, specifications, and cost estimates. Review and comment on draft change orders (up to five (5) change orders are assumed).
- Witness Factory Acceptance Test (FAT) for electrical and control components within 100 miles of Yuba City. Up to two (2) FATs are assumed.
- Participate in final inspection and testing and start up and make recommendations to the City regarding project acceptance.

Exhibit A

Second Groundwater Well Plans and Specifications, Scope of Services



Subtask 6.3 Post Construction Phase

Post Construction activities includes the preparation of the record drawings of the final project depicting conditions as documented by the GC and CM team.

The following assumptions have been made in developing the scope of work, budget, and schedule for this task:

- City staff or the contractor will take water quality samples (including bacteriological samples); City staff will coordinate sample analyses and provide results to DDW.
- City staff is responsible for providing all requested data, permits, and draft change orders; review of work products within two (2) weeks of receipt; meeting with West Yost to review and discuss City comments on draft work products; attending meetings during well equipping; and providing responses to issues that may arise during construction.

If the above listed assumptions are determined to be incorrect during project execution, the West Yost team can complete the work needed with appropriate adjustments to the contracted Scope, Schedule, and Fee.

Subtask 6.4 Additional Services during Installation of Temporary Pump

West Yost will work with the City during installation of the temporary pump to address questions that may come up. Twenty hours of engineer time have been allocated for this task.

Task 6 Deliverables

West Yost will prepare responses to Requests for Information (RFIs), Submittals, and other correspondence, and Record Drawings and Specifications.

Optional Task 7. Provide Construction Management and Inspection Services

The CM services will be provided to support the City during the Well Construction and Equipping phases of the project. The scope of services includes the Well Construction Phase, the Well Equipping Phase, and the Project Closeout phase. These subtasks are described below.

Subtask 7.1 Well Drilling Phase

Setup Document Control System – West Yost will setup the document administration in Procore, which is a web-based system. Key individuals from the entities involved will be setup in the system and assigned appropriate levels of access. This includes members of the GC, major subcontractors, design consultants, CM staff, and designated Yuba City's staff.

Submittals Inventory – West Yost will create a submittals/deliverables inventory of the items required to be transmitted for the record or for review and approval. The list will be presented at the Preconstruction Conference and officially transmitted to the GC within Procore.

Pre-Construction Conference – West Yost will prepare for, conduct, and document the preconstruction conference. Open items will be carried over to the first Progress Meeting.

YUBA CITY

YUBA CITY

Exhibit A

Second Groundwater Well Plans and Specifications, Scope of Services



Coordination with Plant Operations – West Yost will coordinate work being planned by the GC with the designated staff member of the treatment plant’s operations department. The purpose is to convey what is being planned by the GC and to confirm that these activities will minimize the impact to Plant operations and maintenance activities, and vice versa.

Testing, Startup, and Commissioning – West Yost will confirm the GC complies with the contract requirements for preparing test plans, procedures, and adequately plans the work needed to test and startup each individual piece of equipment and system. Weekly startup meetings (if deemed necessary) will be conducted by West Yost to review actual and planned testing, operations and maintenance (O&M) manual submittal and approvals, training, and issues found during the testing activities. Testing activities will be witnessed by West Yost and, when appropriate, YCWTP O&M staff will be integrated with the activities to prepare for a smooth transition to operation by City staff.

Training and O&M Manuals – West Yost will coordinate equipment training to be provided by the individual suppliers to the City’s O&M staff. In connection with this training, West Yost will also track and confirm that the required O&M manuals have been reviewed and approved before conducting the training.

Subtask 7.3 Closeout Phase

Punchlist Closeout – West Yost will arrange a final inspection once the construction GC requests Substantial Completion. The inspection results will be used to create a final punchlist of work items remaining to be completed. The punchlist will be transmitted to the GC with the decision on the substantial completion request. The remainder of the contract will be to confirm that the items on the punchlist have been addressed and any other remaining deliverables are received. West Yost will confirm that aspects of the project administration have been completed. The punch list will be used as a guide to address any outstanding stop notices and request that all suppliers and subcontractors come forward if payments for their services have not been made or other payment issues may exist so that the release of retention can be made by the City.

Receipt of Required Deliverables – West Yost will confirm receipt of all required deliverables such as any special warranties, spare parts, maintenance materials, and, if required, software programming. These items will be obtained prior to us recommending final acceptance and release of retention by the City.

Final Payment – West Yost will prepare the final payment that includes the remaining open change orders, final as-builts, other deliverables, and demobilization. This will be processed before we recommend final acceptance by the City. As part of this final payment, we will coordinate with the City and the GC on any remaining stop notice withholdings that were assessed by the City during the progress of the work.

Final Change Order – West Yost will negotiate the remaining open change order items and prepare the final change order to include in the final payment.

Final As-Built Record Drawings – West Yost will review the as-built records kept by the GC by comparing them to our own set of as-built drawings. We will annotate the GC’s as-builts with our notes if there are any discrepancies. The complete set will be transmitted in hard-copy format to the design team for incorporation into the final CAD set.

Exhibit A
Second Groundwater Well Plans and
Specifications, Scope of Services



Final Acceptance Documents to City Council – West Yost will assist the City in preparing the required documents needed to present the project team’s recommendation that the City Council deemed the project complete and authorize City staff to begin the process of filing a certificate of completion, make final payment, and release the payment retention held during the progress of work.

DELIVERABLES

West Yost compiled a list of the deliverables our team will provide to the City as part of the Second Groundwater Well – Plans and Specifications Project. As requested by the City, the West Yost Team will provide electronic copies of all documents in Microsoft Word, Microsoft Excel, and/or editable PDF, as appropriate, and one (1) hard copy of the final plans and specifications. Our anticipated deliverables are listed by task in Table 1 below.

Table 1. Deliverables	
Tasks	Deliverables
Task 1. Project Management and Meetings	• Agenda and minutes for in-person meetings and monthly conference calls • Monthly invoices with a brief description of activities completed during the previous month
Task 2. Preliminary Design	• Draft PDR, representing an approximately 35% level of design completion • Final PDR following incorporation of City Comment
Task 3. Prepare Well Construction Contract Documents	• 50%, 90%, and final design drawings and technical specifications for the well • Estimates of probable costs with each deliverable submittal. • Written responses to bidder questions • Addenda (if needed) in Adobe PDF format for City use
Task 4. Prepare Well Equipping Contract Documents	• 50%, 90%, and final design plans and technical specifications for the well equipment and facilities • Estimates of probable costs with each deliverable submittal. • Written responses to bidder questions • Addenda (if needed) in Adobe PDF format for City use • Written records of correspondence with DDW District Engineer • Electronic submittals uploaded to the DDW website
Task 5. Provide Hydrogeologic Services during Well Construction	• Construction documents, pre-construction conference agenda, notes and action items from construction meetings, limited on-site review of drilling activities during key construction periods • Draft Well Construction Report documenting as built conditions in PDF format • Final Well Construction Report following incorporation of City Comments
Task 6. Provide Engineering Services During Well Equipping	• Responses to RFIs, Submittals, and other correspondence • Record Drawings and Specifications
Optional Task 7. Provide Construction Management and Inspection Services	• Document and communication tracking in Procore

Attachment 1

Proposed Revised Project Fee Summary, Detailed Fee Estimate, and Billing Rate Schedule

Table A-1. Revised Fee Summary for Second Groundwater Well Plans and Specifications Project						
Task	West Yost Labor, hours	West Yost Labor, dollars	Subconsultant Fee, dollars	Other Direct Costs, dollars	Total Fee, dollars	
Task 1. Project Management and Meetings	224	62,864	0	0	62,864	
Task 2. Preliminary Design	244	52,352	25,300	75	77,727	
Task 3. Prepare Well Construction Contract Documents	180	44,116	0	0	44,116	
Task 4. Prepare Well Equipping Contract Documents	587	118,251	19,800	150	138,201	
Task 5. Provide Hydrogeologic Services during Well Construction	370	89,474	0	5,000	94,474	
Task 6. Provide Engineering Services During Well Construction	688	143,916	8,800	2,400	155,116	
Optional Task 7. Provide Construction Management and Inspection Services	2,884	551,104	16,500	42,770	610,374	
Total	5,177	\$1,062,077	\$70,400	\$50,395	\$1,182,872	

WEST YOST

14001 Yuba City, Austin, Oregon 97103-1400

City of Yuba City
September 2021

2021 Billing Rate Schedule

(Effective January 1, 2021 through December 31, 2021)*



POSITIONS	LABOR CHARGES (DOLLARS PER HOUR)
ENGINEERING	
Principal/Vice President	\$307
Engineer/Scientist/Geologist Manager I / II	\$291 / \$304
Principal Engineer/Scientist/Geologist I / II	\$263 / \$279
Senior Engineer/Scientist/Geologist I / II	\$236 / \$247
Associate Engineer/Scientist/Geologist I / II	\$202 / \$216
Engineer/Scientist/Geologist I / II	\$162 / \$188
Engineering Aide	\$95
Field Monitoring Services	\$87
Administrative I / II / III / IV	\$83 / \$105 / \$126 / \$139
ENGINEERING TECHNOLOGY	
Engineering Tech Manager I / II	\$302 / \$304
Principal Tech Specialist I / II	\$277 / \$287
Senior Tech Specialist I / II	\$254 / \$266
Senior GIS Analyst	\$230
GIS Analyst	\$217
Technical Specialist I / II / III / IV	\$162 / \$185 / \$208 / \$232
Technical Analyst I / II	\$116 / \$139
Technical Analyst Intern	\$94
Cross-Connection Control Specialist I / II / III / IV	\$121 / \$131 / \$147 / \$164
CAD Manager	\$183
CAD Designer I / II	\$142 / \$160
CONSTRUCTION MANAGEMENT	
Senior Construction Manager	\$294
Construction Manager I / II / III / IV	\$179 / \$192 / \$204 / \$258
Resident Inspector (Prevailing Wage Groups 4 / 3 / 2 / 1)	\$157 / \$174 / \$194 / \$202
Apprentice Inspector	\$142
CM Administrative I / II	\$76 / \$102
Field Services	\$202

- Hourly rates include Technology and Communication charges such as general and CAD computer, software, telephone, routine in-house copies/prints, postage, miscellaneous supplies, and other incidental project expenses.
- Outside Services such as vendor reproductions, prints, shipping, and major West Yost reproduction efforts, as well as Engineering Supplies, etc. will be billed at actual cost plus 15%.
- The Federal Mileage Rate will be used for mileage charges and will be based on the Federal Mileage Rate applicable to when the mileage costs were incurred. Travel other than mileage will be billed at cost.
- Subconsultants will be billed at actual cost plus 10%.
- Expert witness, research, technical review, analysis, preparation and meetings billed at 150% of standard hourly rates. Expert witness testimony and depositions billed at 200% of standard hourly rates.
- A Finance Charge of 1.5% per month (an Annual Rate of 18%) on the unpaid balance will be added to invoice amounts if not paid within 45 days from the date of the invoice.

2021 Billing Rate Schedule

(Effective January 1, 2021 through December 31, 2021)*



Equipment Charges

EQUIPMENT	BILLING RATES
Gas Detector	\$80 / day
Hydrant Pressure Gauge	\$10 / day
Hydrant Pressure Recorder, Standard	\$40 / day
Hydrant Pressure Recorder, Impulse (Transient)	\$55 / day
Trimble GPS – Geo 7x	\$220 / day
Vehicle	\$10 / day
Water Flow Probe Meter	\$20 / day
Water Quality Multimeter	\$185 / day
Well Sounder	\$30 / day

* This schedule is updated annually

Attachment 2

Project Schedule

Exhibit B

Construction Management and Inspection Staff Resumes

J.P. Davis, PE, CCM, QSD/QSP

JP has experience in civil engineering, construction management, and construction inspection for commercial, industrial, and capital improvement projects focusing on water/wastewater infrastructure projects, including pre-treatment and filtration structures, pump stations, reservoirs, large diameter underground piping, and hydro-pneumatic surge tanks. His experience as a construction manager, resident engineer, and inspector includes constructability review, management of construction documentation, management of staff and sub consultants, contract and change order negotiations, budget and schedule review tracking and analysis, schedule of values and progress payment review, chairing of progress meetings and lead inspection, and project tracking, including written and photographic documentation of daily construction activities.

JP also has a strong background in geotechnical engineering and materials testing and inspection. His experience in these fields includes borehole soil logging and sampling, performance and oversight of laboratory soils and construction materials testing, preparation of geotechnical investigation/compaction reports, grading and AC paving observation/inspection, field in-situ compaction testing, special inspection, and forensic destructive/non-destructive data compilation and analysis for geotechnical expert testimony in residential construction defect litigation. In addition to being a Certified Construction Manager (CCM), JP is a California-licensed Professional Engineer and a Qualified SWPPP Practitioner (QSP).

EXPERIENCE

Shasta Park Water Facility, City of Sacramento, CA: Project Manager for the City of Sacramento's Shasta Park Water Facility project, which includes a 161-foot diameter pre-stressed concrete tank, 8,400 gallons per minute (gpm) booster pump station, 2,000 feet of 24-inch water transmission main, yard piping, potable water well, and groundwater treatment system. Pre-construction services included constructability review, preparing a preliminary construction schedule, peer-level review of the pre-bid design engineer construction schedule, evaluating existing utilities that might interfere with construction of the project, coordinating necessary utility relocations, and preparing a permit tracking log. During construction, West Yost is responsible for construction administration, scheduling, inspection, reviewing and approving contractor submittals, preparing monthly progress reports, materials testing, and special inspection coordination. West Yost is using Procore Construction Project Management software (a document control system) to manage project documents.

CM for Water Treatment Plant Pretreatment System Improvements Project, City of Folsom, CA: Construction Manager. This \$2.088 million project consists of modifications to the existing Actiflo and Basin 5 pretreatment systems to increase the City's treatment and distribution capacity. These upgrades will allow the City to meet the increased demand for the FPA development south of Hwy 50, as well as provide redundancy. General upgrades include the addition of tie-downs over the lamellar settling tubes at Actiflo Trains 1 & 2 which will re-rate each train from 20 MGD to



STAFF TITLE: Construction Manager IV

YEARS OF EXPERIENCE: 22

PROFESSIONAL REGISTRATIONS

- Professional Civil Engineer, California No. C66826
- Certified Construction Manager, Construction Management Certification Institute, ID No. 4505
- Qualified SWPPP Practitioner, Certificate No. 25223
- 10-Hour Cal OSHA Certification, January 2021

EDUCATION

- BS, Civil Engineering, University of California, Irvine

PROFESSIONAL AFFILIATIONS

- American Public Works Association
- Construction Management Association of America
- American Society of Civil Engineers

SPECIAL CERTIFICATIONS

- Confined Space Competent Person & Confined Space Entry and Non-Entry Rescue, June 2021
- First Aid and CPR/AED, American Heart Association, Certified August 2020
- 10-Hour Cal OSHA Construction Safety Training, January 2021
- US Army Corps of Engineers Construction Quality Management for Contractors #784

25 MGD, modifications to the raw water inlet piping into Sedimentation Basin 5, installation of a slide gate to prevent settled water from entering the basin from Actifo when the City performs its annual cleaning, modifications to existing baffle and weir walls within Basin 5 to accommodate change in hydraulics due to increase in flow, and installation of 32 plate settlers which will increase the pretreatment capacity in Basin 5 from 15 MGD to 25 MGD. The project was completed in 500 calendar days.

East Tank No. 1 Rehabilitation Project, City of Folsom, CA: Construction Manager during rehabilitation of this \$3.1 million project involving the City's existing steel 3 MG East Tank Nos. 1 and 2, 4 MG Zone 4 Tank, 3 MG Zone 5 Tank, and 3 MG South Tank. Modifications consist of recoating the interior of East Tank No. 1 and the exterior of all four tanks listed above, modifying tank piping and structural roof support systems, constructing two stairways, retrofitting or replacing various tank features, and installing a new cathodic protection system in East Reservoir, Tank No. 1.

Zones 4 and 5 Pump Station and Zone 6 Pump Station/ Zone 5 Tank, City of Folsom, CA: Lead Inspector for these two projects with a combined value of \$10 million, constructed for supplying potable water to the new Folsom Plan Area (FPA) development south of Highway 50. The Zones 4 and 5 PS project included construction of a new booster pump station with three 125 hp 1280 gpm vertical turbine pumps (VTP) and infrastructure for build out to the future Zone 4 Tank. The Zones 4 and 5 PS delivers water from the City's existing water system to a new 2.5 MG steel tank (Zone 5 Tank) and gets further distributed to the City's Zone 6 region with two 3,000 gpm fire flow and three 400 gpm VTP pumps to service the ongoing FPA developments.

Reservoir No. 2 Rehabilitation Project, City of Folsom, CA: Construction Manager during rehabilitation of this \$1.3 million project involving the City of Folsom's existing Reservoir Nos. 1 and 2 water tanks located at the Water Treatment Plant. Modifications consisted of rerouting the inlet and outlet piping, installing a cathodic protection system, stairs, and flexible connections, and recoating the interior of Reservoir No. 2 and exteriors of Reservoir Nos. 1 and 2. A key project challenge included tank outage constraints, limiting construction to the low demand season between November and April. The project went over schedule due to several contributing factors, including insufficient and unqualified construction personnel, lack of management/supervision by the contractor, and unforeseen conditions that were not vetted out by the contractor during the early stages of the project. Due to the late completion of the project, liquidated damages were assessed, and JP successfully negotiated coating of two additional 2.5 MG tanks to offset the losses incurred by the City.

Cimarron, Nimbus, and Reservoir No. 2 Rehabilitation Project, City of Folsom, CA: Construction Manager for rehabilitation of the City of Folsom's existing Cimarron, Nimbus, and Reservoir No. 2 steel water tanks. The project consisted of multiple improvements, including rerouting the inlet piping above ground and installing a seismic flexible coupling, Tideflex mixing header, cathodic protection system, roof vent, and stairs, and recoating the exterior roof and all interior components of the Cimarron tank. Also included were roof vent replacements at the Nimbus and Reservoir 2 tanks. Key project challenges included strict site access requirements as the Cimarron Tank is located within the Prison Industry Authority (PIA) property and a tight construction completion schedule with multiple milestone completion dates. The 80-calendar-day construction schedule with a liquidated damage penalty of \$1,000 for each day beyond the completion date was enforced to impress upon the contractor the importance of getting the tanks back in service before increase in water demand. The project went over schedule due to several contributing factors, including insufficient and unqualified construction personnel, lack of management/supervision by the contractor, and several days in which no work was performed on controlling operations. JP saw the project through to successful completion while diligently documenting the project, successfully negotiating over \$250,000 in liquidated damages to offset the losses incurred by the City.

Headworks and Dryden Box Improvements, City of Modesto, CA: Construction Manager for the \$17 million Headworks and Dryden Box project at the City of Modesto's Primary Sutter Avenue treatment plant that is currently under construction by general contractor, C. Overaa & Co. The project involves constructing numerous buried junction structures tying into existing pipelines, installing several hundred feet of large diameter fiberglass and RCP pipe, new process equipment, odor control improvements, and major electrical improvements that include replacing motor control centers and upgrading control systems with PLCs to improve remote automated control via the existing SCADA system. The work includes pumped bypasses, shutdowns, temporary systems, tie-ins, and startups requiring manipulation of existing system valves and gates to test the new system in a loop prior to incorporation into the process with small windows of opportunity for testing and confirming reliability. The junction structures require control of groundwater and complicated shoring systems to construct the structures and temporary bypasses to demolish existing piping within the new tie-in structures, while minimizing impacts to the operation of the existing treatment plant processes. The project started in November 2018 and is scheduled to be completed on or before November 2020.

Eric Harman, PE

Construction Manager

Eric Harman is a registered civil engineer with a focus on construction management. His experience includes serving as construction manager on large, high-profile public works projects ranging from \$500,000 to \$124 million. Eric has provided construction management, inspection, civil engineering design, and hands-on construction services. His infrastructure experience includes construction management and design of water and wastewater treatment facilities; intake facilities; pump stations; sewer collection systems, storm drainage, and water distribution pipelines; earthwork; paving and grading; and land development and building projects.

Eric's construction management expertise includes: staff management; schedule and cost monitoring and management; contract document interpretation and enforcement; field inspection/observation; change order preparation and negotiation; document control; and preparation of correspondence and reports. His design engineering experience includes: pre-design activities; preparation of contract documents for public works projects, including drawings and specifications for bidding; and engineering services during construction. Eric is known for providing excellent field coordination of contractors and inspectors; cost control, bid preparation, budget and schedule management; and material take-offs and estimates. With a background in working with and for project owners, designers, contractors, and CM firms, Eric brings thorough understanding and knowledge to effectively work with all parties involved in the design and construction of public works projects.

EXPERIENCE

Live Oak Well 7 Completion Project, City of Live Oak, CA: Construction Manager/Inspector for this project, located in a rural area in Live Oak. The Well was drilled several years before the well completion phase. The well completion phase consisted of site grading and drainage; installation of 100 hp (1,000 gallons per minute [gpm]) vertical turbine pump in 440 ft. deep well; 8" PVC waterline & 12" PVC sewer; Pre-fabricated skid mounted 1000 gpm filtration system; Chemical treatment building with Ferric Chloride, Sodium Hypochlorite and Potassium Permanganate storage tanks and feed pumps; MCC/Switchgear panels. Services provided to the City included: full-time construction inspection; conducted weekly progress meetings; reviewed proposed changes, negotiated and prepared final change orders; reviewed and processed monthly progress billings; provided document control for submittals and RFIs; reviewed and monitored the contractor's progress and 3-week look-ahead schedules; and assisted in project closeout.

McCandless Well – Well Upgrade (Below Ground Facilities), City of Milpitas, CA: Construction Manager/Inspector for the well head completion portion of the project which involved drilling and equipping 590 ft deep well with 400 gpm, 75 hp well pump. Well Drilling Costs were \$884,260. The work on this phase included completion of well head by placing and compacting 24 ft. by 24 ft. aggregate base pad, 4 ft. thick,



STAFF TITLE: Construction Manager IV

YEARS OF EXPERIENCE: 33

PROFESSIONAL REGISTRATIONS

- Professional Civil Engineer, California No. 70645

CERTIFICATIONS/SPECIAL TRAINING

- Confined Space Competent Person & Confined Space Entry and Non-Entry Rescue, June 2021
- First Aid and CPR/AED, American Heart Association, Certified August 2020
- 10-Hour Cal OSHA Construction Safety Training, January 2021

EDUCATION

- BS, Construction Management, Colorado State University
- Electrical Engineering Technology, Metropolitan State College, Denver, Colorado

PROFESSIONAL AFFILIATIONS

- American Society of Civil Engineers
- Construction Management Association of America

with a 7 ft. by 7 ft. concrete pad and installation of well pump and discharge head.

Shasta Park Water Facility, City of Sacramento, CA:

Construction Management and Inspection for this \$14 million project which includes a 4 MG partially buried prestressed concrete potable water storage tank and booster pump station that includes ground water wells (2), vertical turbine pumps, chlorine and fluoride chemical treatment, methane stripping, manganese filters (3), steel backwash tank, electrical power, wireless controls and data transmission housed in a CMU block wall and wood framed building including site security, fencing, automated entry/exit gate and site landscaping.

Reynolds Ranch Reservoir and Booster Pump Station, City of Vacaville, CA:

Construction Manager and Inspector for this \$5.3 million reservoir and booster pump station. The project consisted of a 0.55 MG prestressed concrete reservoir and concrete valve vault with concrete retaining wall and associated 12-inch DIP, HDPE, and PVC piping. The reservoir and valve vault were connected to existing infrastructure currently in place. The reservoir was constructed on the side of a hill and include extensive excavation, grading, and installation of geo-grid stabilization and slope construction. A separate booster pump station was constructed below the reservoir to fill the reservoir as required. The booster pump station consisted of two 20-Hp pumps housed in CMU building. The pumps were connected to the existing water distribution system. The reservoir and booster pump station were constructed by a private developer and turned over to the City to own and operate.

North Valley Regional Recycled Water Program, Turlock Component, City of Turlock, CA:

Construction Manager for this \$28 million project consisting of constructing approximately 7.2 miles of 42-inch diameter welded steel pipeline and appurtenances, three micro-tunnels, roadway restoration, a concrete flow meter vault, concrete flow control vault, 500kW standby engine generator and associated mechanical, electrical, and instrumentation equipment, relocation of AT&T conduit and pull boxes. The work includes start-up and testing and project closeout activities.

Reservoir No. 1 Rehabilitation Project, City of Folsom, CA:

Construction Manager for the \$570,000 rehabilitation of a 3.3 MG water steel water storage tank construction. The work consisted of removal of the existing coating from the interior of the tank and recoating tank interior; spot repair and re-coating of portions of the exterior of the tank; removal and replacement of the active cathodic protection system; removal and replacement of the interior and exterior access ladders and associated fall protection and ladder access protection; removal and replacement of fittings, valves,

and pipe supports on exterior of the tank; and removal and replacement of 47 of 64 roof rafters. Services provided to the City included: full-time construction inspection; conducted weekly progress meetings; reviewed proposed changes, negotiated and prepared final change orders; reviewed and processed monthly progress billings; provided document control for submittals & RFIs; reviewed and monitored the contractor's progress and 3-week look-ahead schedules; and assisted in project closeout.

Construction Management & Inspection for Pleasant-Hill Grayson Creek Trunk Sewer Project, Central Contra Costa Sanitary District, Martinez, CA:

Construction Manager/ Construction Inspector for this \$10 million project for construction of approximately 10,000 feet of 18 to 24-inch diameter trunk sewers. West Yost performed contract administration and inspection in support of the District's Project Manager and Resident Engineer. More than half of the project alignment was installed by trenchless methods consisting of auger boring and pilot tube guided boring. The new trunk pipeline had three significant under-crossings using 36-inch steel casings located at Grayson Creek 96-inch culvert on Pleasant Hill Road; the 62-inch Contra Costa Canal pipeline (United States Bureau of Reclamation (USBR) right-of-way) on Westover Drive; and twin 72-inch storm drain box culverts on Pleasant Hill Road at the City of Martinez city limits.

The downstream portion of the project was located in a densely populated residential community with narrow streets and no sidewalks, low overhead utilities, and an elementary school. West Yost coordinated with City staff, residents and local businesses to minimize project impacts by preparing detailed traffic control plans and distributing door hangers. The upstream portion of the project included work in a significant commercial development corridor. Construction was performed while the existing sewer system remained in continuous operation. Pleasant Hill Road and Taylor Boulevard were major arterials with high-volume traffic which could not be closed during construction.

Freeport Regional Water Intake Facility, Freeport Regional Water Authority, Sacramento, CA:

Assistant Construction Manager for the \$121 million intake facility for Freeport Regional Water. The project involved an intake facility at the Freeport Bend on the Sacramento River. The structure includes a fish screen system with automated cleaning system; pump station forebay with duel chambers, sediment collection system; eight 2,000-hp vertical turbine pumps (185 mgd total capacity); four VFD systems; three sedimentation basins, 69KV electrical substation; four pressurized surge tanks; approximately 2,500 feet of 84-inch WSP pipeline with two tunneled under-crossings; and approximately 850 foot slurry cutoff wall approximately 80 feet deep in Sacramento River levee.

Jesse Shah

Construction Inspector

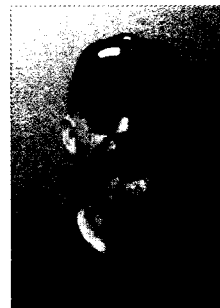
Jesse Shah is experienced in the construction and steel fabrication industry. He has performed special inspection and testing services on a variety of building and infrastructure projects, including wastewater treatment plants, hospitals, schools, commercial buildings, and highway projects in accordance with Caltrans, AASHTO, federal, and local quality assurance/quality control test methods. Jesse's experience includes soils, reinforced concrete, masonry, and structural steel inspection and testing.

EXPERIENCE

CM for Water Treatment Plant Pretreatment System Improvements Project, City of Folsom, CA: Resident Inspector. This \$2.088 million project consists of modifications to the existing Actiflo and Basin 5 pretreatment systems to increase the City's treatment and distribution capacity. These upgrades will allow the City to meet the increased demand for the FPA development south of Hwy 50, as well as provide redundancy. General upgrades include the addition of tie-downs over the lamellar settling tubes at Actiflo Trains 1 & 2 which will re-rate each train from 20 MGD to 25 MGD, modifications to the raw water inlet piping into Sedimentation Basin 5, installation of a slide gate to prevent settled water from entering the basin from Actiflo when the City performs its annual cleaning, modifications to existing baffle and weir walls within Basin 5 to accommodate change in hydraulics due to increase in flow, and installation of 32 plate settlers which will increase the pretreatment capacity in Basin 5 from 15 MGD to 25 MGD. The project was completed in 500 calendar days.

East Tank No. 1 Rehabilitation Project, City of Folsom, CA: Provided Welding and Structural Steel Inspection services during rehabilitation of this \$3.1 million project involving the City's existing steel 3 MG East Tank Nos. 1 and 2, 4 MG Zone 4 Tank, 3 MG Zone 5 Tank, and 3 MG South Tank. During shut down and tie-in of the tank and transmission main, he provided continuous welding inspection to ensure welds met specifications and industry standard requirements. Modifications consist of recoating the interior of East Tank No. 1 and the exterior of all four tanks listed above, modifying tank piping and structural roof support systems, constructing two stairways, retrofitting or replacing various tank features, and installing a new cathodic protection system in East Reservoir, Tank No. 1.

Headworks and Dryden Box Improvements Project, City of Modesto, CA: Construction Inspector and periodic Welding Inspection Services for the \$17 million Headworks and Dryden Box Project at the City of Modesto's Primary Sutter Avenue treatment plant that is currently under construction by general contractor, C. Overaa & Co. The project involves constructing numerous buried junction structures tying into existing pipelines, installation of several hundred feet of large diameter fiberglass and RCP pipe, new process equipment, odor control improvements, and major electrical improvements that include replacing motor control centers and upgrading control



STAFF TITLE: Resident Inspector
(Prevailing Wage - Group 2)

YEARS OF EXPERIENCE: 16

CERTIFICATIONS

- Confined Space Competent Person & Confined Space Entry and Non-Entry Rescue, June 2021
- First Aid and CPR/AED, American Heart Association, Certified August 2020
- 10-Hour Cal OSHA Construction Safety Certification, January 2021
- International Code Council:
 - Structural Masonry Special Inspector
 - Structural Steel/Welding Inspector
 - Reinforced Concrete Special Inspector
- American Concrete Institute, Field Testing Technician, Grade I
- American Portable Nuclear Gauge Association, Nuclear Gauge Training Certification
- California Department of Transportation, Materials Engineering and Testing Services, California Test Methods: 125, 127, 216, 231, 375, 504, 518, 533, 539, 540, 556, 557

systems with PLCs to improve remote automated control via the existing SCADA system. The work includes pumped bypasses, shutdowns, temporary systems, tie-ins, and startups requiring manipulation of existing system valves and gates to test the new system in a loop prior to incorporation into the process with small windows of opportunity for testing and confirming reliability. The junction structures require control of groundwater and complicated shoring systems to construct the structures, and temporary bypasses to demolish existing piping within the new tie-in structures, while minimizing impacts to the operation of the existing treatment plant processes. The project started in November 2018 and is scheduled to be completed on or before November 2020.

Development Review Support, City of Dixon, CA:

Construction Inspection for pump station and well sites. West Yost is providing storm drainage and potable water development reviews to the City. West Yost's recent reviews of projects in the Northeast Quadrant Specific Plan Area have covered the Northeast Quadrant Dixon Crossing Project, Northeast Quadrant Infrastructure Financing Plan, and Dorset Drive Culvert Plans. West Yost has provided regional drainage planning for the Northeast Quadrant under separate contracts. West Yost's recent development reviews for the Southwest Dixon Specific Plan Area have included drainage reports, drainage models (using XPSWMM), trunk system infrastructure plans, and in-tract infrastructure plans. Infrastructure reviews have included a storm drainage detention basin, a storm drainage pump station, and a potable water well.

Phase 2 Biological Nitrogen Removal/Tertiary

Wastewater Treatment Project, City of Modesto, CA:

Construction Inspector for the \$100 million tertiary wastewater treatment project that initially included a complete constructability review of contract documents. The project included the following process components: primary effluent pump station; primary effluent pump station electrical building; fine screening facility; distribution box; air activated sludge BNR tanks (3 trains); membrane bio-reactor (6 tanks); BNR blower building; membrane blower building; UV disinfection building; tertiary water pump station; main electrical building; chemical storage and waste chemical disposal facility; maintenance shop building; and a 10,000 square foot operations building. The project was completed on time, under budget, with over 750,000 man-hours without a lost time accident, and with less than 2% change orders.

Construction Management Services for the EchoWater Project Procurement 1, Sacramento Regional County Sanitation District (Regional San), Sacramento, CA:

Construction Inspector and Structural Steel and High Strength Bolting Inspection for the \$33 million Site Preparation project as part of the \$1.5 billion EchoWater Program. The project

consisted of installing over six miles of various pipelines (reclaimed water, digested sludge, secondary effluent, potable and non-potable water, and storm drain) using HDPE, PVC, and RCP materials throughout the Plant site. The project also included approximately three miles of 12kV and signal ductbanks and manholes; replacement of signal wiring with fiber optic cabling; new plant access roads; security fencing; construction water well and access road; construction field office complex with wireless communication system; and a new main construction entrance that included a six-lane entrance, security card readers, automatic security gates, and a manned remote security guard facility.

Army & Air Force Exchange Service (AAFES) and California Army National Guard (CAARNG), Lathrop, CA:

Resident Inspector for two construction management projects. The Army & Air Force Exchange Service (AAFES) and California Army National Guard (CAARNG) will continue to operate facilities on the Sharpe Army Depot (Depot) after the remainder of the Depot is disposed of as excess property and the Depot's water supply and sanitary sewer systems are decommissioned. AAFES has awarded a contract to construct facilities to wastewater from AAFES and CAARNG facilities to the City of Lathrop's sanitary sewer system. This project consists of about 2.1 miles of 6-inch through 10-inch diameter pipe, two sewage pumping stations, and appurtenances. AAFES has also awarded a contract to construct facilities to convey potable water from City of Lathrop's water distribution system to AAFES facilities. This project consists of about 1.3 miles of 12-inch diameter water main, onsite water distribution system improvements, and related work.

2017 Improvements Projects, City of Elk Grove, CA:

Provided construction materials testing and inspection services for multiple improvement projects that included soils, aggregate base, and asphalt concrete paving projects throughout the city. Services were performed as part of the Vali Cooper construction management team.

2013 Overlay Project, City of Folsom, CA: Provided construction materials testing and inspection services for various asphalt concrete paving overlay projects throughout the city. Testing and inspection services were related to asphalt concrete paving, laydown inspections, coring, and laboratory testing.

Overlay Project, City of Fairfield, CA: Provided construction materials testing and inspection services for various asphalt concrete paving overlay projects throughout the city. Testing and inspection services were related to asphalt concrete paving, laydown inspections, coring, and laboratory testing.

Meyer Cookware, Vallejo, CA: Performed compaction testing and construction observation for underground utilities, site grading, and pile driving.

Amy Rangel

Administration

Amy Rangel is a construction project administrator providing support for construction management and design of environmental and engineering projects focused on wastewater and potable water treatment facilities and associated infrastructure ranging from \$4 million to \$47 million in value. Amy has excellent organizational, communication, and project management skills, and her experience includes document tracking and distribution using Procore, Primavera and MS Access databases. She is experienced in all phases of project administration and effectively manages all documentation between the Design Engineer, Contractor, and Project Owner. Her experience also includes managing daily operations for projects with multiple field locations, construction administration, and vendor coordination.

EXPERIENCE

The North Valley Regional Recycled Water Program, Turlock Component, City of Turlock, CA: Construction Project Administrator for this \$28M project consisting of constructing approximately 7.2 miles of 42-inch diameter welded steel pipeline and appurtenances. Provided on site project administration to the Construction Management and Inspection team and assisted with all coordination between the Owner and the Contractor. Responsible for all project related document control including receiving, tracking, and distributing all submittals and RFIs as well as corresponding responses utilizing Procore Construction Management Software. Preparation and issuance all Contract Change Orders and field directives. Attended all project meetings and prepared and distributed meeting minutes. Prepared and assembled monthly progress reports.

Shasta Park Water Facility Project, City of Sacramento, CA: Construction Project Administrator for the City of Sacramento's Shasta Park Water Facility project, which includes a 161-foot diameter pre-stressed concrete tank, 8,400 gpm booster pump station, 2,000 feet of 24-inch water transmission main, yard piping, potable water well, and groundwater treatment system. Provided on site construction administration including receiving, tracking and distributing submittals and RFI's (using online document control system - Procore Construction Project Management Software), created and assembled change order packages and work directives, attended all progress, electrical & SCADA programming meetings and prepared and distributed minutes, preparation of weekly, monthly and quarterly progress reports, monthly progress payment verification. Responsible for overall document control to assure timely responses and accountability from internal staff and subconsultants and worked as a coordinator between the Owner and Contractor / Subcontractors.

Easterly WWTP Tertiary Project Completion Phase, City of Vacaville, CA: Construction Project Administrator for the \$10 million final phase completion project, which includes construction of a metal pre-fab storage building; lime treatment of an existing concrete emergency storage basin with concrete; demolition of



STAFF TITLE: Senior CM Administrative II

YEARS OF EXPERIENCE: 16

CERTIFICATIONS:

- Confined Space Competent Person & Confined Space Entry and Non-Entry Rescue, June 2021
- First Aid and CPR/AED, American Heart Association, Certified August 2020
- 10-Hour Cal OSHA Construction Safety Certification, January 2021

existing aeration basins, clarifiers, and headworks facilities; installation of miscellaneous pavement at the City of Vacaville's Easterly Wastewater Treatment Plant. Responsible for submittal and RFI management (processing, routing, tracking), change order creation and packaging, online document management using Procore, attending weekly progress meetings and recording minutes, preparing monthly reports.

Miners Ranch Water Treatment Plant Improvement Project, South Feather Water & Power Agency, Butte County, CA: Construction Project Administrator for a \$25 million design-build upgrade of the South Feather Water & Power Agency's Miners Ranch Water Treatment Plant. The project improvements expand treatment capacity from 14 to 21 mgd, which will satisfy projected water demands for the next 30 years. The upgrades include modifications to the raw water pump station with a new feed pump and in-line jet mixing system and include the addition of new adsorption clarifiers for pretreatment and the expansion of solids handling facilities with new mechanical dewatering processes. Served as the primary administrator and coordinator utilizing Procore Construction Management Software for all project-related documents, such as submittals and RFIs.

Wastewater Treatment Facility Upgrade Project, City of Dixon, CA: Project Administrator for a \$28 million upgrade of the City of Dixon's Wastewater Treatment Facility, which included abandoning the existing treatment ponds and moving to an activated sludge process to bring the Facility into compliance with the permit issued by the Central Valley Regional Water Quality Control Board. Primary administrator for both the Construction Manager and Design team and was responsible for receiving, tracking, and distributing all submittals and RFIs as well as preparing and issuing all Contract Change Orders and field directives. Prepared monthly and quarterly status reports for both the Client and the Regional Board.

Midwestern Placer Regional Wastewater Project, City of Lincoln, CA: Provided project administration to the design team throughout the \$47.7 million project, which included the expansion of the existing WWTRF as well as a new Pump Station (SMD-1) and the installation of a new 13-mile long force main. Provided administration including receiving and coordinating review of all Submittals and Requests for Information processing and logging directives using Primavera software.

Wastewater Facilities Upgrade and Expansion Project, Donner Summit Public Utilities District, Soda Springs, CA: Provided construction management project administration on the \$19 million upgrade of the existing activated sludge WWTP that was converted to a membrane bioreactor system.

Responsible for submittal management (documenting, routing, tracking), RFI management, change order creation, preparing various status reports (monthly and quarterly). Attended weekly progress meetings and prepared / distributed meeting minutes.

Regional Wastewater Treatment Plant, Dual Force Main and Pump Station, City of Atwater, CA: Construction Management Administrator for the \$43 million wastewater treatment plant, the \$8 million force main and the \$6 million raw sewage pump station. Responsible for document management and coordination for the three individual projects (working with three contractors). Tracked and distributed submittals and RFIs, created and assembled change order packages, prepared meeting minutes at all progress meetings.

Attachment 2
Professional Services Agreement
Insurance Requirements

I. Workers' Compensation Coverage. Consultant shall maintain Workers' Compensation Insurance for his/her employees in accordance with the laws of the State of California and Employers Liability Insurance in an amount not less than one million dollars (\$1,000,000) per accident for bodily injury and/or disease. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance in accordance with the laws of the State of California and Employers Liability Insurance in an amount not less than one million dollars (\$1,000,000) per accident for bodily injury and/or disease for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the City at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Consultant for City. This provision shall not apply if Consultant has no employees performing work under this Agreement. If the Consultant has no employees for the purposes of this Agreement, Consultant shall sign the "Certificate of Exemption from Workers' Compensation Insurance" which is attached hereto as Exhibit C.

II. General Liability Coverage. Consultant shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

III. Automobile Liability Coverage. Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.

IV. Professional Liability Coverage. Consultant shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant's operations under this Agreement, whether such operations are by the Consultant or by its employees, subcontractors, or sub-consultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single-limit per occurrence basis.

V. Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing a current A.M. Best's rating of no less than A:VII and shall be endorsed with the following specific language or equivalent:

- A. The City, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insured with respect to liability arising out of work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work or operations. Conforms to ISO CG 2009 and CG 2037 10 01. Both are required.

- B. This policy shall be considered primary insurance as respects to the City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with it.
- C. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
- D. The insurer waives all rights of subrogation against the City, its elected or appointed officers, officials, employees or agents.
- E. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents or volunteers.
- F. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage except after thirty (30) days written notice has been received by the City.

VI. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retention's.

VII. Certificates of Insurance. Consultant shall provide certificates of insurance with original endorsements to City, as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the City on or before commencement of performance of this agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.

Attachment 3
Vendor Payment Options

The City of Yuba City currently participates in an electronic bill pay program.

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

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

AUTHORIZED SIGNER:

By: _____

Title: _____

CITY OF YUBA CITY
STAFF REPORT

Date: April 18, 2023
To: Honorable Mayor & Members of the City Council;
From: Administration Department
Presentation By: Diana Langley, City Manager

Summary

Subject: Merriment Village Apartments - Homekey 3.0 Grant Application Submittal
Recommendation: Authorize the City Manager to continue to work with Habitat for Humanity to apply for Homekey 3.0 funds through the State Department of Housing and Community Development for a 79-unit affordable housing project located at 428 North Walton Avenue, which is Phase 1 of the proposed 217-unit Merriment Village Apartments
Fiscal Impact: Habitat for Humanity is requesting a contribution of \$1,787,922 from the City toward City of Yuba City development fees and \$155,000 annually of Permanent Local Housing Allocation (PLHA) Funding for ongoing annual operation costs.

Purpose:

To provide affordable housing options through the development of Habitat for Humanity's proposed Merriment Village Apartment Project, a 217-unit apartment complex located on the east side of Walton Avenue, north of Franklin Road. The project will be broken into multiple phases, with Phase 1 including a 79-unit apartment building and the site work for the entire project.

Council's Strategic Goal:

This proposed project addresses Council's goals of Public Safety, Fiscal Responsibility, and the overarching goal of Quality of Life.

Background:

For approximately the last year, Vice Mayor Harris and Councilmember Boomgaarden have worked on a committee with Habitat for Humanity to explore opportunities to provide affordable housing options within Yuba City utilizing the California Department of Housing and Community Development's (HCD) Homekey funding. Through the process, the team evaluated existing hotel/motel sites for the potential to convert to affordable housing. In evaluating these sites, the owners were either unwilling to sell, were asking too much for the property, or the sites were not a good fit for conversion to affordable housing. Once it was determined that an existing site was not an option, consideration was turned to vacant properties for new construction.

The committee looked at a couple of vacant properties that were large enough to accommodate a

sizable project, and landed on a 7.47-acre property located on the east side of Walton Avenue, north of Franklin Road, identified as 428 North Walton Avenue, APN 58-120-001. Habitat for Humanity brought their design team together, consisting of Hilbers, Inc. of Yuba City and BSB Design of Sacramento to develop a site plan for a proposed 217-unit apartment complex titled Merriment Village Apartments.

Homekey is a statewide effort to sustain and rapidly expand housing for persons experiencing homelessness or at risk of homelessness. Homekey requires lead applicants to be cities, counties, cities and counties, and all other state, regional, and local public entities, which is why Habitat for Humanity is requesting the City's participation in the project. Homekey funding requires a 55-year commitment for the use of the property to be affordable permanent housing. There is an option that the City would be able to sell the property should it not be feasible. However, the use would still be required to meet Homekey standards and must be approved by HCD. Habitat for Humanity will be the owner and property manager for the site, and multiple agencies will provide support services to residents.

On March 29th, HCD issued a Notice of Funding Availability (NOFA) for Round 3 of Homekey and noted \$736 million available statewide. For the Sacramento region, which includes the counties of El Dorado, Placer, Sacramento, Sutter, Yolo, and Yuba, there is a total of \$37,158,338 available. Funding available through Homekey 3.0 will not be enough to fund the entire project, which is estimated at close to \$75 million, so Habitat for Humanity is proposing to split the project into multiple phases and evaluate other funding programs, such as the Affordable Housing and Sustainable Communities (AHSC) Program, for the remaining phases.

The ASHC Program is also administered by HCD and funds land-use, housing, transportation, and land preservation projects to support infill and compact development that reduce greenhouse gas emissions. The AHSC Program is provided from the State's Greenhouse Gas Reduction Fund, which is an account established to receive Cap-and-Trade auction proceeds. The most recent round of the AHSC Program recently closed, so Habitat for Humanity will be looking to apply during the next round anticipated in 2024.

Also in regard to funding, in July 2020, the City applied for the Permanent Local Housing Allocation (PLHA) grant under HCD. The City was awarded approximately \$310,000 on an annual basis. The City was required to submit a plan to allocate the PLHA funding with the grant application and the City committed to utilizing 50% for the predevelopment, development, acquisition, rehabilitation, and preservation of affordable, multi-family rental housing projects in collaboration with the Regional Housing Authority and other affordable housing developers. The remaining 50% is to be used for supportive services and programs for the local homeless population in collaboration with Sutter County, Sutter Yuba Homeless Consortium, and other qualified homeless service providers. Over the five years covered by the current Notice of Funding Availability under the PLHA program, the City is projected to receive a total of \$1,866,000.

The scope for the entire proposed Merriment Village Apartments includes the following:

- 70 Studio Units
- 67 1 Bedroom/1 Bathroom Units
- 79 2 Bedroom/1 Bathroom Units
- 1 3 Bedroom/2 Bathroom Unit
- Club house/Supportive Services
- Facilities Building

A community workshop was held on February 28, 2023, to obtain community feedback on the proposed project. The attached flyer and presentation were provided to attendees. Approximately 20

individuals plus City staff and the Habitat for Humanity project team attended the workshop. Concerns expressed at the workshop are summarized below:

- Traffic - Increase in traffic, particularly when considering the cumulative impact of several proposed projects within the area, and safety of pedestrians and bicyclists
- Construction Timeline - Homekey requires an aggressive construction schedule. Can the project be constructed within the allowed timeframe?
- Fire Department Access to the proposed 4-story building - Does the Fire Department have the ability to access a 4-story building?
- Potential of the City "waiving" the Impact Fees - What are the long-term impacts of the City "waiving" the Impact Fees?
- Energy Efficiency - Was the project designed with energy efficiency in mind?
- Prevailing Wage/Use of Local Labor Force - Will the project be required to pay prevailing wages and will local labor be used to construct the project?
- Require developers to make 10% of their residential developments available for affordable housing - The City should require that residential developers make 10% of their proposed residential projects available for affordable housing.
- Capacity of the local schools - Does Yuba City Unified School District have the capacity to serve this project?
- Concerns with the height of the 4-Story building fronting Walton Avenue - Yuba City is a rural community and a 4-story building does not fit in with the rural nature of the City.

On March 21, 2023, the City Council received a presentation on Merriment Village from Habitat for Humanity, which included a request that the City Council consider waiving fees that would be owed the City, totaling \$4,500,000, as well as contribute \$155,000 of PLHA funding toward the annual ongoing operation of the project. Overall, Council expressed support for the project but had concerns regarding the fee waiver request and contribution of ongoing funding. Council directed staff to bring back the project for formal consideration.

Analysis:

With only \$37,158,338 of Homekey funding available for the Sacramento region, and an estimated project cost close to \$75 million, it is not possible for the entire proposed Merriment Village Project to be funded through the Homekey program. Habitat for Humanity is proposing to split the project into multiple phases, with Phase 1 including the 4-story, 79-unit building comprised of 2 bedroom/1 bathroom units fronting Walton Avenue, and the site work for the remainder of the site. If approved by Council, the City and Habitat for Humanity will be applying for up to \$19 million for Phase 1.

It is anticipated that the application for Homekey 3.0 will be issued around April 24th. If Council authorizes the City Manager to proceed with applying for Homekey 3.0 funds in partnership with Habitat for Humanity, staff will bring back an authorizing resolution along with the Standard Agreement for consideration at the May 2nd Council meeting. Once the application is submitted, there is a 40-90 day approval process from HCD.

For the remaining portion of the project, Habitat for Humanity is looking ahead to the next release of AHSC Program funding, which is anticipated in 2024. There is no guarantee as to availability of funding or timeline for the remainder of the project. It is possible that Phase I could be constructed and the remainder of the site remain undeveloped for an extended period of time. Also, it is likely that Habitat for Humanity will request a City contribution toward future phases as well.

Fiscal Impact:

Habitat for Humanity is requesting that the City Council consider waiving fees that would be owed to the City, totaling \$1,787,922 as well as contribute \$155,000 of Permanent Local Housing Allocation (PLHA) funding toward the annual ongoing operation of the project. Projected City fees for the development of the project are as follows:

City Fee	Fee Estimate
Development Impact Fees	\$780,147.91
Building Permit Fees	\$199,594.72
Sewer Connection & Extension Fees	\$495,956.07
Water Connection Fees	\$312,223.08
Total Estimated City Fees:	\$1,787,921.78

An outright waiver of the fees would typically require them to be paid or offset from another source. Instead, options available to address the fees include:

- Execute a loan for the fees that would then be paid by a combination of PLHA funds and other funding sources available to the City for affordable housing. There is approximately \$1,474,000 of Low-Mod Housing Asset Funds available, although \$1M is currently committed to the Richland Village Affordable Housing Development project through January 19, 2025. Should the Richland Village project not proceed, the \$1M would be available for Merriment Village or other affordable housing projects.
- Direct all or a portion of the proceeds from the sale of the nine (9) Housing Successor agency homes toward the fees for Merriment Village. The Regional Housing Authority is interested in utilizing at least a portion of the proceeds for their proposed senior housing project on Garden Highway. However, the City has not committed those funds to the Regional Housing Authority at this time.
- Direct all or a portion of the proceeds from the sale of City-owned surplus properties toward the fees for Merriment Village.
- Request that Habitat for Humanity include a portion or all of the fees in their grant applications.

In regard to the request for \$155,000 of the City's PLHA funds for the ongoing operation of the project, it cannot be assumed that HCD will continue to provide the funding for the 55-year duration required by Homekey funding. Should the PLHA program be discontinued, the City would need the ability to discontinue contributing toward the ongoing operation of the project, or identify alternative funding sources. In addition, there are several demands for the PLHA funding including the City's contribution to Sutter County for the ongoing operation of the Second Street homeless campground, estimated to be approximately \$90,000 annually.

Alternatives:

1. Deny the request to submit an application under Homekey 3 to HCD.
2. Modify the City's contribution toward the project.

Recommendation:

Authorize the City Manager to continue to work with Habitat for Humanity to apply for Homekey 3.0 funds through the State Department of Housing and Community Development for a 79-unit affordable housing project located at 428 North Walton Avenue, which is Phase 1 of the proposed 217-unit Merriment Village Apartments.

Attachments:

None

Prepared By:

Diana Langley
City Manager

Submitted By:

Diana Langley
City Manager

CITY OF YUBA CITY

Future Agenda Items

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

CITY OF YUBA CITY

Reports and Communications

The following reports and communication items are provided for the Council's information. No action can be taken on items under this section unless the Council agrees to include it on a subsequent agenda

City Manager's Report

CITY OF YUBA CITY

Reports and Communications

The following reports and communication items are provided for the Council's information. No action can be taken on items under this section unless the Council agrees to include it on a subsequent agenda

City Council Reports

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

Adjournment