



AGENDA

JULY 18, 2023

REGULAR MEETING CITY COUNCIL CITY OF YUBA CITY

**5:00 P.M. CLOSED SESSION
SUTTER ROOM/VIRTUAL**

**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

*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.*

AGENDA
REGULAR MEETING
CITY COUNCIL - CITY OF YUBA CITY
JULY 18, 2023
5:00 P.M. CLOSED SESSION
SUTTER ROOM/VIRTUAL

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

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

The Council Chambers will be open for public attendance and participation. The meeting will also be live streamed for public viewing, but not participation, at the following link: https://us06web.zoom.us/webinar/register/WN_2FObWylzS0eDqm9EI-CO-g. 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.

Public Comment:

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

Closed Session

- A. Conference With Legal Counsel—Existing Litigation (Pursuant to Government Code Section 54956.9(d)(1))
Name of case: Derek Sweet, Claim number: 4A22010F6M7-0001
- B. Conference with Legal Counsel – Pending Litigation per Government Code Section 54956.9(d)(4);
(One case)

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

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

Agenda Modifications/Approval of Agenda

Ceremonial Presentations

1. **Retirement Proclamation for Sgt Dennis Hauck**
2. **July is Parks and Recreation Month, 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 from the June 20th and 29th, 2023 meeting**
Recommendation: Approve the June 20th and 29th, 2023 meeting minutes
5. **Planned Development 18 (PD 18) Zoning District associated with Tentative Subdivision Map (TSM) 23-01, West Walton Village**
Recommendation: Adopt an Ordinance of the City Council of the City of Yuba City approving Environmental Assessment (EA) 23-02 by adopting a Mitigated Negative Declaration prepared for Planned Development (PD) 18 and SM 23-01 and rezoning Assessor's Parcel 58-020-001 to add Planned Development (PD) 18 located on the west side of Walton Avenue approximately 670 feet north of Franklin Road; Assessor's Parcel Number (APN) 58-020-001, and waive the second reading
6. **Designation of Voting Delegates for the League of California Cities Annual Conference in September 2023**
Recommendation: Designate Mayor Wade Kirchner to serve as the Voting Delegate for the 2023 League of California Cities Annual Conference in September 2023, and designate Vice Mayor Shon Harris to serve as an alternate

7. **SACOG Fund Exchange Agreement (Authorization to execute)**
Recommendation: Adopt a Resolution authorizing the City Manager to execute a Fund Exchange Agreement with the Sacramento Area Council of Governments agreeing to have federal funds be de-programmed from the Bridge Street Reconstruction Development Phase project and re-programmed to the Walton Avenue Complete Streets project
8. **Anneka Sewer Replacement Project (Plans and Specifications)**
Recommendation: Adopt a Resolution adopting a CEQA Class 1 Categorical Exemption, approving the plans and specifications for the Anneka Sewer Replacement Project and authorizing advertisement for bids on the project
9. **ADA Ramp and Sidewalk Improvements Project (Award Construction Contract)**
Recommendation: Adopt a Resolution awarding a construction contract to FBD Vanguard Construction, Inc. of Livermore, CA in the amount of their total base bid plus bid alternative of \$347,536.00 for the ADA Ramp and Sidewalk Improvements Project
10. **Wastewater Treatment Facility RAS & WAS Pump Replacement Project (Award Construction Contract)**
Recommendation: Resolution of the City Council of the City of Yuba City awarding a construction contract to TNT Industrial Contractors, Inc. of Sacramento, CA in the amount of their total bid of \$276,760.00 (WWTF RAS/WAS Pump Replacement Project)
11. **Harter Specific Plan Infrastructure Improvement Fee**
Recommendation: Adopt a Resolution modifying the timing of collection of the Harter Specific Plan Infrastructure Improvement Fee
12. **Harter Estates South (Annexation #4 of property in CFD 2021-1)**
Recommendation: Adopt a Resolution annexing a certain area, Harter Estates South, within the City Limits into an existing Community Facilities District (CFD No. 2021-1) to fund municipal services, and filing said Resolution, along with the Fourth Amendment to the Notice of Special Tax Lien, in the office of County Recorder of the County of Sutter
13. **Yuba City Landscape Maintenance District No. 1 (Stabler Lane/Garden Highway Area) Resolution of Intent**
Recommendation: A. Adopt the following Resolutions to continue the Maintenance District, pursuant to the Landscaping and Lighting Act of 1972:
 - Resolution Approving the Engineer's Report, Yuba City Landscape Maintenance District No. 1
 - Resolution of Intention to Order Improvements, Yuba City Landscape Maintenance District No. 1

B. Set a Public Hearing for August 15, 2023 at 6:00 PM to establish assessments for FY 2023-24
14. **Consideration of a Staff Services Agreement between the City of Yuba City and the Sutter County Local Agency Formation Commission (Sutter LAFCO)**

- Recommendation: Authorize the Mayor to sign a Staff Services Agreement between the City of Yuba City and Sutter LAFCO
15. **Overnight Camping Memorandum of Understanding (MOU) - 68 2nd Street, Yuba City**
- Recommendation: Adopt a Memorandum of Understanding (MOU) with the County of Sutter to provide ongoing funding for the operation of an overnight camping site for individuals experiencing homelessness at 68 2nd Street, Yuba City

Business Items

16. **Consideration of Inclusion of Delinquent Charges and Penalties for Water and Wastewater Services on Secured Tax Roll**
- Recommendation: A. Conduct a Public Hearing, and after consideration
- B. Adopt a Resolution for the inclusion of delinquent charges and penalties for water and wastewater services on the secured tax roll in the same manner as the general taxes and directing that a lien also be placed on the subject properties
17. **Burned/Damaged Building Abatement**
- Recommendation: Receive a staff presentation on fire damaged building abatement
18. **Plumas Street Improvements - Water Tower Painting and Lighting (Award Construction Contract)**
- Recommendation: Adopt a Resolution which awards a Standard Agreement to Yesco Signs, LLC of Salt Lake City, UT for the re-painting, logo installation and lighting retrofit services on the Plumas Street water tower in the amount of their total bid of \$390,875.37
19. **Aquifer Storage and Recovery Well Project - Consultant Award**
- Recommendation: Adopt a Resolution with the following actions:
- A. Award a Professional Services Agreement to Carollo of Sacramento, CA in the amount of \$2,613,830 for development of environmental documents, permits, plans and specifications, bid services, and hydro geologic and other services for the Aquifer Storage and Recovery Well Project, subject to material terms, with the finding that it is in the best interest of the City
- B. 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
- C. Authorize the Finance Director to make necessary supplemental appropriations to be reimbursed for the grant funds
20. **Yuba City Residential Street Light Maintenance Districts (Walton Area and Tierra Buena Area) Public Hearing**
- Recommendation: A. Conduct a Public Hearing
- B. Adopt a Resolution confirming and ordering the annual levy of assessments for Fiscal Year 2023-24 within Yuba City

Residential Street Light Maintenance District No. 1 (Tierra Buena) and Residential Street Light Maintenance District No. 1 (Walton Area)

21. Yuba City Lighting and Landscape Maintenance District Nos. 2, 3, 4 & 5 (Town Center and 69 Subdivisions throughout Yuba City), and Yuba City Lighting and Landscape Maintenance District No. 6 (Commercial District) Public Hearing

Recommendation: A. Conduct a Public Hearing

B. Adopt a Resolution confirming and ordering the annual levy of assessments for Fiscal Year 2023-24 for the Yuba City Lighting and Landscape Maintenance District Nos. 2, 3, 4, 5, & 6 (Town Center, 69 subdivisions throughout Yuba City including the Palisades Subdivisions and Butte Vista neighborhood, and commercial district)

Future Agenda Items

22. 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

23. City Manager's Report

24. City Council Reports

Adjournment



Proclamation

of the City Council

DENNIS HAUCK

Police Sergeant In Recognition of your Retirement

WHEREAS, Police Sergeant Dennis Hauck started his law enforcement career as a Reserve Deputy with the Yuba County Sheriff's Office on April 13, 1992, and was hired as a Police Officer by the City of Yuba City on November 3, 2007; and

WHEREAS, Dennis has held the positions of Police Officer, Police Sergeant, and Traffic Sergeant, including ancillary duties as a Field Training Officer, Hostage negotiator and Cadet program supervisor; and

WHEREAS, Dennis has been recognized with numerous awards and commendations for his exemplary professional performance including numerous letters of appreciation from the public, peers and supervisors; and

WHEREAS, Dennis has served as an example of a leader, and a team player during his sixteen year with the City of Yuba City. He received three Chief's Unit of the Year Awards, three Individual Commendation awards, the Police Unit Commendation ribbon, four Police Fitness awards, and was awarded the 2010 Chief's Spirit Award; and

WHEREAS, while employed with the Marysville Police Department, Dennis received the Medal of Valor and was selected as the 2002 Officer of Year; and

WHEREAS, Dennis took an oath when he was hired to, "Preserve, Protect and Defend the Constitution," an oath he never broke; and

WHEREAS, Sergeant Dennis Hauck kept faith with the public he so honorably served for more than 31 years.

NOW, THEREFORE, LET IT BE RESOLVED, that I, Wade Kirchner, Mayor of the City of Yuba City, on behalf of the entire Council and citizens we serve, do hereby congratulate **Sergeant Dennis Hauck** on the occasion of his honorable retirement, July 14, 2023. We wish Sergeant Hauck, the very best in his future.

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



Proclamation

of the City Council

July is Parks and Recreation Month

WHEREAS, Parks and Recreation makes lives and communities better now and in the future; and

WHEREAS, our Parks and Recreation programs are vitally important to establishing and maintaining the quality of life in our community, ensuring the health of all citizens, and contributing to the economic and environmental well-being of the region; and

WHEREAS, residents value recreation as it provides positive alternatives for children and youth to reduce crime and mischief, especially during non-school hours, promotes the arts, increases social connections, aids in therapy, and promotes lifelong learning; and

WHEREAS, through the hard work and dedication of our Park Maintenance staff, our parks provide access to the tranquility and stimulation of nature and the outdoors, as well as allow residents access to outdoor spaces for children and adults to play and be active; exercise and hold group sports; and

WHEREAS, the residents of the City of Yuba City, including children, youth, families, adults, seniors, businesses, community organizations, and visitors benefit from the wide range of parks, trails, open space, facilities, and Recreation programs, including Blackburn Talley Sports Complex, Gauche Aquatic Park, Feather River Parkway, Sam Brannan Pickleball/Tennis Courts, the Senior Center, and Youth and Adult Sports provided by the City of Yuba City; and

WHEREAS, the City Council urges all its residents to recognize that Parks and Recreation enriches the lives of its residents and visitors, builds healthy, active communities that aid in the prevention of chronic disease, such as obesity, improve the mental and emotional health of all citizens, as well as adding value to the community's homes and neighborhoods; and

WHEREAS, the U.S. House of Representatives has designated July as Parks and Recreation Month.

NOW, THEREFORE, BE IT RESOLVED, that I, Wade Kirchner, Mayor of the City of Yuba City and on behalf of the entire City Council of the City of Yuba City do hereby proclaim July 2023 as **Parks and Recreation Month** and in doing so, ask that the citizens of the City of Yuba City use of and enjoy its parks, trails, open spaces, facilities, and recreation opportunities.

Done this 18th day of July 2023, at the City of Yuba City, County of Sutter, State of California

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

Summary

Subject: Minutes from the June 20th and 29th, 2023 meeting
Recommendation: Approve the June 20th and 29th, 2023 meeting minutes
Fiscal Impact: None

Attachments:

1. 06-20-2023 - Regular Meeting Minutes (DRAFT)
2. 06-29-2023 - Special Closed Session Meeting (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
JUNE 20, 2023

5:00 P.M. CLOSED SESSION
SUTTER ROOM/VIRTUAL

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

Call to Order

The Closed Session Meeting of the City Council was called to order by Mayor Kirchner at 5:00 PM

Roll Call

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

Absent: Councilmember Shaw

Closed Session

A. Conference with Legal Counsel – Pending Litigation (Pursuant to Government Code Section 54956.9(d)(2))

(Lopez v. Maple Yuba, et al.; Claim No. NCGA08878A1; premises liability claim)

B. Conference with Labor Negotiators (Pursuant to Government Code, Section 54957.6.) Agency designated representatives: Diana Langley, City Manager, Natalie Springer, Human Resources Director, Brad McIntire, Community Services Director, Spencer Morrison, Finance Director, Ben Moody, Public Works and Development Services Director, Brian Baker, Police Chief, Jesse Alexander, Fire Chief, Michael Jarvis, LCW, Katie Kaneko, Koff & Associates
Employee organizations: Yuba City Police Officers; Police Sergeants; Yuba City Firefighters Local 3793; Yuba City Fire Management; First Level Managers, Mid Managers, Police Sworn Mid Managers; and Public Employees Local No. 1

Unrepresented employees: Confidential Employees, Executive Services Employees

No public comment received

Regular Meeting

Call to Order

The Regular Meeting of the City Council called to order by Mayor Kirchner at 6:07 PM

Roll Call

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

Absent: Councilmember Shaw

Invocation/Inspiration

YCPD Chaplain Ron Fortenberry

Pledge of Allegiance to the Flag

Jackie Sillman, City Clerk

City Attorney's Report on Closed Session Items

No reportable action

Modifications/Approval of Agenda

- Item 10 (Yuba City Landscape Maintenance District No. 1 (Stabler Lane/Garden Highway Area) Resolution of Intent) was continued to the next Regular Meeting on July 18th
- Due to recusals, Item 11 was pulled from the Consent Calendar and voted on separately

Ceremonial Presentations

1. Outgoing Youth Commissioners Recognition

Mayor Kirchner presented certificates to Sonia Jawanda and Ashleigh Skarshaug

Also acknowledged (not in attendance): Alejandro Macias
Greta Hartridge Gundershaug

2. Permit Planner Presentation by Ashley Potocnik

Ashley Potocnik, Development Liaison, gave a presentation

3. Senate Bill 403 - Discrimination on the Basis of Caste

Satnam Singh gave a presentation

Public Communication

4. Appearance of Interested Citizens

Palwinder Mahi spoke
Heather Esemann spoke

Consent Calendar

Item 10 was continued to the next Regular Meeting on July 18th

Item 11 was pulled from the Consent Calendar and voted on separately

Councilmember Pasquale moved and Councilmember Boomgaarden seconded the motion to approve Consent Calendar items 5-9:

5. Minutes of the June 6, 2023 meeting

Approve the June 6, 2023 minutes

6. Firefighters' Local 3793 Memorandum of Understanding

Adopt **Resolution 23-077**:

- A. Approving the Memorandum of Understanding with the Firefighters' Local 3793 group
- B. Authorizing the Finance Director to amend the salary schedule

7. Citywide Phone System Upgrade

Adopt **Resolution 23-078** awarding the purchase to Zoom Video Communications, Inc. for the procurement of a Voice over Internet Protocol (VoIP) phone system in the amount of \$95,068 and \$47,687 for the purchase of phone hardware utilizing the NASPO ValuePoint contract for a total project cost of \$142,755 with the finding that it is in the best interest of the City

8. Water Treatment Plant West Flow Meter Project

Adopt **Resolution 23-079** with the following actions:

- A. Award a construction contract to Koch & Koch, Inc., of Grass Valley, CA in the amount of their total bid of \$395,320.00 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. Award a Professional Services Agreement to Inferrera Construction Management Group, Inc. of Shingle Springs, CA for Construction Management and Inspection Services in the amount of \$46,428.00 and authorize the City Manager to execute the contract on behalf of the City, subject to material terms, subject to review and approval as to legal form by the City Attorney, and with the finding that it is in the best interest of the City

9. Yuba City Residential Street Light Maintenance Districts (Walton Area and Tierra Buena Area) Resolution of Intent

- A. Adopt **Resolution 23-080** Approving Engineer's Reports and Declaring Intention to Levy for Yuba City Residential Street Light Maintenance Districts, to continue the Residential Street Light Maintenance Districts, pursuant to the

Benefits Assessment Act of 1982

- B. Set a Public Hearing for July 18, 2023 at 6:00 PM to establish assessments for Fiscal Year (FY) 2023-24

10. *[Item 10 was continued to the next Regular Meeting on July 18th]*

~~Yuba City Landscape Maintenance District No. 1 (Stabler Lane/Garden-Highway Area) Resolution of Intent~~

- A. ~~Adopt the following Resolutions to continue the Maintenance District, pursuant to the Landscaping and Lighting Act of 1972:~~
- ~~○ Resolution Approving the Engineer's Report, Yuba City Landscape Maintenance District No. 1~~
 - ~~○ Resolution of Intention to Order Improvements, Yuba City Landscape Maintenance District No. 1~~
- B. ~~Set a Public Hearing for July 18 at 6:00 PM to establish assessments for FY 2023-24~~

11. *[Item was voted on separately]*

~~Yuba City Lighting and Landscape Maintenance District Nos. 2, 3, 4 & 5 (Town Center and 69 Subdivisions throughout Yuba City), and Yuba City Lighting and Landscape Maintenance District No. 6 (Commercial District) Resolution of Intent~~

- A. ~~Adopt the following Resolutions to continue the Maintenance Districts, pursuant to the Landscaping and Lighting Act of 1972:~~
- ~~○ Resolution Approving Engineer's Reports, Yuba City Lighting and Landscape Maintenance District Nos. 2, 3, 4, 5 and 6~~
 - ~~○ Resolution of Intention to Order Improvements, Yuba City Lighting and Landscape Maintenance District Nos. 2, 3, 4, 5 and 6~~

The motion passed with four (4) votes

Consent Calendar (continued)...

11. **Yuba City Lighting and Landscape Maintenance District Nos. 2, 3, 4 & 5 (Town Center and 69 Subdivisions throughout Yuba City), and Yuba City Lighting and Landscape Maintenance District No. 6 (Commercial District) Resolution of Intent**

Councilmember Pasquale Recused

- A. Adopt the following Resolutions to continue the Maintenance Districts, pursuant to the Landscaping and Lighting Act of 1972:
- **Resolution 23-081** Approving Engineer's Reports, Yuba City Lighting and Landscape Maintenance District Nos. 2, 3, 4, 5 and 6
 - **Resolution 23-082** of Intention to Order Improvements, Yuba City

Lighting and Landscape Maintenance District Nos. 2, 3, 4, 5 and 6

B. Set a Public Hearing for July 18, 2023 at 6:00 PM to establish assessments for Fiscal Year (FY) 2023-24

The motion passed with three (3) votes

Business Items:

12. FY2023-24 Citywide Sole Source and Professional Services

Heather Esemann spoke

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

Adopt **Resolution 23-083** pre-authorizing the City Manager or designee to enter into citywide sole source and professional service purchases from July 1, 2023 through June 30, 2024, for specified items based on each purchase recommendation being in the best interest of the City

The motion passed with four (4) votes

13. Planned Development 18 (PD 18) Zoning District associated with Tentative Subdivision Map (TSM) 23-01, West Walton Village

Mayor Kirchner opened a Public Hearing

Sean Minard, MHM spoke

Mayor Kirchner closed the Public Hearing

Councilmember Boomgaarden moved and Councilmember Pasquale seconded the motion to:

Introduce an Ordinance of the City Council of the City of Yuba City approving Environmental Assessment (EA) 23-02 by adopting a Mitigated Negative Declaration prepared for Planned Development (PD) 18 and SM 23-01 and rezoning Assessor's Parcel 58-020-001 to add Planned Development (PD) 18 located on the west side of Walton Avenue approximately 670 feet north of Franklin Road; Assessor's Parcel Number (APN) 58-020-001, and waive the first reading

The motion passed with four (4) votes

14. 2023 Community Development Block Grant - Annual Action Plan

Mayor Kirchner opened a Public Hearing

Maria Ball, Yuba Sutter Foodbank spoke

Mayor Kirchner closed the Public Hearing

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

Adopt **Resolution 23-084** approving the proposed 2023 Annual Action Plan

Amendment and authorize staff to submit the required documents to the Department of Housing and Urban Development (HUD) for processing;

Authorize the Finance Director to add budget appropriations for the grant revenue and expenditures

The motion passed with four (4) votes

Future Agenda Items

15. Future Agenda Items

Satnam Singh spoke re: SB 403

Reports and Communications

16. City Manager's Report

17. City Council Reports

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

Adjournment

Mayor Kirchner adjourned the Regular Meeting of the City Council at 7:44 PM

ATTEST:

Wade Kirchner, Mayor

Ciara Wakefield, Deputy City Clerk

ATTACHMENT 2

MINUTES (DRAFT)
SPECIAL MEETING – CLOSED SESSION
CITY COUNCIL - CITY OF YUBA CITY
JUNE 29, 2023
5:00 P.M. SUTTER ROOM
1201 CIVIC CENTER BLVD, YUBA CITY CA 95993

Special Closed Session Meeting

Call to Order

Mayor Kirchner called the Special Meeting of the City Council to order at 5:02 PM

Roll Call

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

Absent: None

Public Communication

No public comment

Closed Session

Conference with Labor Negotiators (Pursuant to Government Code, Section 54957.6.)

Agency designated representatives: Diana Langley, City Manager, Natalie Springer, Human Resources Director, Brad McIntire, Community Services Director, Spencer Morrison, Finance Director, Ben Moody, Public Works and Development Services Director, Brian Baker, Police Chief, Jesse Alexander, Fire Chief, Michael Jarvis, LCW

Employee organizations: Yuba City Police Officers; Police Sergeants; Yuba City Firefighters Local 3793; Yuba City Fire Management; First Level Managers, Mid Managers, Police Sworn Mid Managers; and Public Employees Local No. 1

Unrepresented employees: Confidential Employees, Executive Services Employees

No reportable action

Adjournment

Mayor Kirchner adjourned the Special Closed Session Meeting at 6:46 PM

ATTEST:

Wade Kirchner, Mayor

Ciara Wakefield, Deputy City Clerk

/js

CITY OF YUBA CITY
STAFF REPORT

Date: July 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: Planned Development 18 (PD 18) Zoning District associated with Tentative Subdivision Map (TSM) 23-01, West Walton Village

Recommendation: Adopt an Ordinance of the City Council of the City of Yuba City approving Environmental Assessment (EA) 23-02 by adopting a Mitigated Negative Declaration prepared for Planned Development (PD) 18 and SM 23-01 and rezoning Assessor's Parcel 58-020-001 to add Planned Development (PD) 18 located on the west side of Walton Avenue approximately 670 feet north of Franklin Road; Assessor's Parcel Number (APN) 58-020-001, and waive the second reading

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

Purpose:

To establish Planned Development (PD) 18 associated with the West Walton Village subdivision (SM 23-01).

Council's Strategic Goal:

This item meets the City Council's strategic goal of business friendly. Establishing PD 18 provides modified development standards to facilitate the development of West Walton Village subdivision.

Background:

The applicant, Capital Farm and Management Company, filed applications Planned Development (PD) 18 and Tentative Subdivision Map SM 23-01, West Walton Village.

On June 20, 2023, the City Council conducted a public hearing on this item and there was no opposition expressed by the public. By unanimous action, the City Council introduced an ordinance of the City Council of the City of Yuba City approving Environmental Assessment (EA) 23-02 by adopting a Mitigated Negative Declaration prepared for Planned Development (PD) 18 and SM 23-01 and rezoning Assessor's Parcel 58-020-001 to add Planned Development (PD) 18 located on the west side of Walton Avenue approximately 670 feet north of Franklin Road; Assessor's Parcel Number (APN) 58-020-001, and waived the first reading.

On May 31, 2023, the Yuba City Planning Commission conducted a public hearing, and the Planning Commission unanimously:

1. Adopted Resolution PC 23-12 recommending approval of Planned Development (PD) 18 to the City Council together with Environmental Assessment 23-04; and
2. Adopted Resolution PC 23-13 contingently approving SM 23-01;

Analysis:

The proposed PD rezone will rezone the property from a Two-Family (R-2) Zone District to the Planned Development (PD 18) Zone District. Rezoning to a PD District will amend the development standards providing for the subdivision (TSM 23-01) of the 9.16-acre property into 66 half-plex (a duplex, with the units divided by a property line) lots, and six single-family residential lots for a total of 72 new residences. The project also proposes four Accessory Dwelling Unit (ADU) residences which are not discussed any further as they are a permitted use on all residential lots (ADU's are small second residences that are in addition to the primary residence on a lot that are permitted on all residential lots in the state).

Summary of the Planned Development (PD) Zone District:

All development standards in the R-2 Zone District, as amended, apply to these properties, except as provided below:

PD 18 Development & Design Standards		
Minimum Lot Size	Single-family residential lot – 5,000 square feet.	
	Half-plex residential lot – 3,000 square feet for interior lots, 3,500 square feet for corner lots.	
Maximum Percentage Lot Coverage	Single-family residential lot – 45%.	
	Half-plex lot – 60% for single-story, 40% for two story.	
Minimum Lot Width	Single-family lot – 45 feet, except cul de sac lots and lots on an outside curve shall be 45 feet at the rear of the front yard.	
	Half-plex lots – 30 feet.	
Minimum Lot Depth	85 feet.	
Minimum Yards	Front - 15 feet, except garages must be 20 feet, except Lot 34 a garage may be 18.5 feet.	
	Interior Side:	Single-family residence – 5 feet
		Half-plex – 3 feet, except it is a zero yard between attached residences.
	Street side	10 feet
	Rear	25 feet or 20% of the total lot depth, whichever is less.
Lot length to width ratio	For half-plex lots it shall be a maximum of 3.5/1.	
Landscaping	Each lot shall have completed front yard landscaping that is approved by the Development Services Director, prior to issuance of a certificate of occupancy.	

The PD 18 Zone District is needed instead of the R-2 District because the R-2 District was designed for duplexes and did not provide for half-plexes. That is, the R-2 was designed for duplexes which are two

residences on a single lot. The R-2 District's minimum lot size is 6,000 square feet for two attached residences under one ownership. Half-plexes function and look like a duplex but have a property line between the attached residences. The proposed 3,000 square foot minimum lot size is for one of the attached residences and is essentially the same density and look as a duplex but provides homeownership opportunities.

Compatibility with Neighboring Uses:

This project is within a long planned residential area of the City, with existing homes being developed west of the project site. Proposed residential densities are consistent with what was analyzed in both the City's 2004 Comprehensive General Plan Update and its accompanying Environmental Impact Report (EIR). Accordingly, this project is compatible and consistent with existing and future planned uses.

BORDERING LAND USES	
North:	Duplexes.
South:	Retail center and small lot single-family residences.
East:	The southern portion of the east side of the Project has the rear of a retail center backing onto it; the north half fronts onto Walton Avenue with a vacant multiple-family residential designated property across the street.
West:	Multiple-family residences (apartments).

The site abuts a mix of existing multiple-family, duplex and single-family residential uses and commercial uses. The 2004 General Plan and zoning have planned this property for duplex/half-plex development for the last 19 years. Duplexes or half-plexes are not out of place within this eclectic area as this level of development is between single-family and multiple family uses. The close proximity of several commercial uses adds to the viability of the area as residents do not need to travel far (enhanced walkability) for the commercial activities that are offered by the nearby businesses, as well as the commercial uses benefiting from additional nearby residences. Land use compatibility is not expected to be an issue.

Traffic:

The proposed subdivision is within an existing suburban area, much of which is already built out. The sole ingress and egress to this property is Walton Avenue. There was formerly a mobile home park on this property which generated traffic onto Walton Avenue when it was built-out. Staff does not anticipate any increase in vehicle traffic to be significant due to preliminary screening where the proposed development is consistent with the existing General Plan density and the proposed peak hour trips are less than 50 trips. Walton Avenue and the nearest intersections, Walton Avenue/Bridge Street and Walton Avenue/Franklin Road intersections are within acceptable City adopted level of service standards and are not expected to deteriorate from the traffic generated by this project. This project will also provide pedestrian and bicycle improvements on Walton Avenue along the property frontage.

Availability of City services:

All City services are available to the property.

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 findings of the mitigated negative declaration are that, with the proposed mitigations for Cultural Resources, Geology /Soils, Greenhouse Gas Emissions, and Tribal Cultural Resources, the proposed PD/TSM will not create any significant impacts to the neighborhood or vicinity. As a result, the filing of a mitigated negative declaration is appropriate in accordance with the provisions of CEQA.

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 establish PD 18.
2. Provide staff with alternate direction.

Recommendations:

Adopt an Ordinance of the City Council of the City of Yuba City approving Environmental Assessment (EA) 23-02 by adopting a Mitigated Negative Declaration prepared for Planned Development (PD) 18 and SM 23-01 and rezoning Assessor's Parcel 58-020-001 to add Planned Development (PD) 18 located on the west side of Walton Avenue approximately 670 feet north of Franklin Road; Assessor's Parcel Number (APN) 58-020-001, and waive the second reading.

Attachments:

1. City Council Ordinance approving Environmental Assessment 23-02 and Planned Development No. 18
2. West Walton Village Subdivision Planning Commission Staff Report Packet, May 31, 2023

Prepared By:

Doug Libby
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) 23-02 BY ADOPTING A MITIGATED NEGATIVE DECLARATION PREPARED FOR PLANNED DEVELOPMENT (PD) 18 AND SM 23-01 AND REZONING ASSESSOR'S PARCEL 58-020-001 TO ADD PLANNED DEVELOPMENT (PD) 18 LOCATED ON THE WEST SIDE OF WALTON AVENUE APPROXIMATELY 670 FEET NORTH OF FRANKLIN ROAD; ASSESSOR'S PARCEL NUMBER (APN) 58-020-001.

WHEREAS, the City received an application for Tentative Subdivision Map (TSM) 23-01 and PD 18 to divide 9.16 acres into 66 half-plex residential lots and six single-family residential lots and to develop the property at an overall project density of approximately 8 residences per acre;

WHEREAS, PD 18 will modify certain development standards in the R-2 District in an effort to reduce minimum parcel sizes and other standards. Proposed development standard modifications include allowing for reduced minimum lot sizes of 3,000 square feet and 3,500 square feet for corner lots, reducing minimum required lot widths, yard setbacks, garage setbacks and minimum required distances between buildings on the same lot. The purpose of these modifications is to accommodate a more compact project design as further shown in the PD 18 Zone District (Exhibit A); and

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

- *Planned Development (PD) 18*: which proposes to amend the zone district from Two-Family Residence (R-2) to Planned Development (PD 18)
- *Tentative Subdivision Map (TSM) 23-01*: which proposes to divide 9.16 acres into 66 half-plex residential lots and six single-family residential lots
- *Environmental Assessment (EA) 23-02*

(collectively "Project"); 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 23-02) for the Project; and

WHEREAS, on May 31, 2023, the Planning Commission concurrently conducted a duly noticed public hearing on application TSM 23-01 and PD 18, at which time it received input from City Staff, the applicant; the 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, the Planning Commission has reviewed all associated documents prepared for the Project, including those related to application TSM 23-01 and PD 18, and all of the evidence received by the Planning Commission; and

WHEREAS, after deliberation and consideration of all relevant items, the Planning Commission contingently approved the West Walton Subdivision Map (TSM 23-01) by adopting

Resolution PC 23-13 and recommended the City Council of the City of Yuba City adopt an ordinance approving Environmental Assessment EA 23-02, Planned Development 18, with a map included herein as Exhibit B and development standards reflected herein as Exhibit A, by adopting Resolution PC 23-12; and

WHEREAS, on June 20, 2023, the Yuba 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 PD 18 as refined and the associated Environmental Assessment (EA) 23-02 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 adopts 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. Planned Development Findings. Yuba City Municipal Code Section 8-5.2706 requires that the City make the following findings in order to approve a Planned Development (the required findings are in italics).

a. The proposal is consistent with the General Plan.

Evidence. The proposed subdivision creating 66 half-plex lots and six single-family residential lots is consistent with General Plan Policy 3.5-I-1, the lot sizes proposed are consistent with the Medium Density Residential General Plan Land Use Designation that provides for a density range of 6-14 dwellings per acre.

The proposed project's overall density of approximately eight residences per acre is within the established density range. The proposed lot configurations and layout will integrate into the existing street network and surrounding land uses. The proposed subdivision will construct pedestrian facilities that will serve the neighborhood and facilitate a walkable community.

b. The proposal is consistent with the planned surrounding land uses.

Evidence. The proposed lot configurations and layout will integrate into the existing street network and surrounding land uses. The proposed map will will construct pedestrian facilities that will serve the neighborhood and facilitate a walkable community.

c. There are or will be adequate public facilities available to properly serve the development, including streets to adequately handle the anticipated traffic.

Evidence. The site is level and will be served by the full range of City services, or in the case of stormwater drainage, stormwater runoff will be collected by the City's stormwater system and conveyed to the Gilsizer County Drainage District and ultimately transported to the Feather River. The site will accommodate the proposed density with a circulation pattern that is suitable for the existing street network and surrounding uses and will construct public street improvements to City standards. The environmental document prepared for the project did not find any inadequacies of the property that would provide concerns for the development of the property.

d. The quality of the development is as good or better than would be accomplished through traditional zoning and design standards.

Evidence. As discussed in item a) above, this project is consistent with the City's General Plan goals and policies including the established density range for MDR designated land. The project is conditioned to meet all City development and improvement standards including water, wastewater, stormwater drainage systems, street cross-sections, streetscape landscaping, and park facilities or applicable in-lieu fees. The proposed project will be subject to compliance with the R-2 development standards as amended by the proposed PD 18 Zone District.

5. Approval of Planned Development 18. The City Council hereby approves Planned Development 18 for the West Walton Subdivision, rezoning approximately 9.16 acres located on the west side of Walton Avenue approximately 670 feet north of Franklin Road. Assessor's Parcel Number (APN) 58-020-001, to add the "PD 18" designation as set forth in Exhibit B, and subject to the development standards as set forth in Exhibit A.

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 20th day of June 2023, and adopted the Ordinance after the second reading at a regular meeting held on the 18th day of July 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: Planned Development 18
Exhibit B: Zoning Map

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

Tentative Subdivision Map 23-01

West Walton Village Planned Development (PD 18) Zone District

Purpose:

To provide specific land use and development standards for West Walton Village (Tentative Subdivision Map 23-01). This zone district is consistent with the Low-Medium Density Residential (MDR) General Plan Designation.

Applicability:

This PD₁₈ Zone District shall apply to the 9.16-acre property located on the west side of Walton Avenue approximately 670 feet north of Franklin Road. Assessor's Parcel Number (APN) 058-020-001, as modified by TSM 23-01.

Permitted Uses.

Tentative Subdivision Map Lots 15, 16, 33, 34, and 47 of Village 1 and Lot 7 of Village 2: A single-family residence, and related accessory uses permitted by the R-1 Zone District, as amended are permitted uses, and uses permitted with an approved use permit as described in the R-1 Zone District are permitted if a use permit is first approved. A revision to this PD Zone District must be found consistent with the General Plan.

All other lots: A half-plex (two attached residences divided by a property line through the building) on each of two adjoining lots and related accessory uses permitted in the R-2 Zone District are permitted uses, as amended, and uses permitted with an approved use permit as described in the R-1 Zone District, as amended, are permitted if a use permit is first approved.

Development and Design Standards.

All development standards in the R-2 Zone District, as amended, apply to these properties, except as provided below:

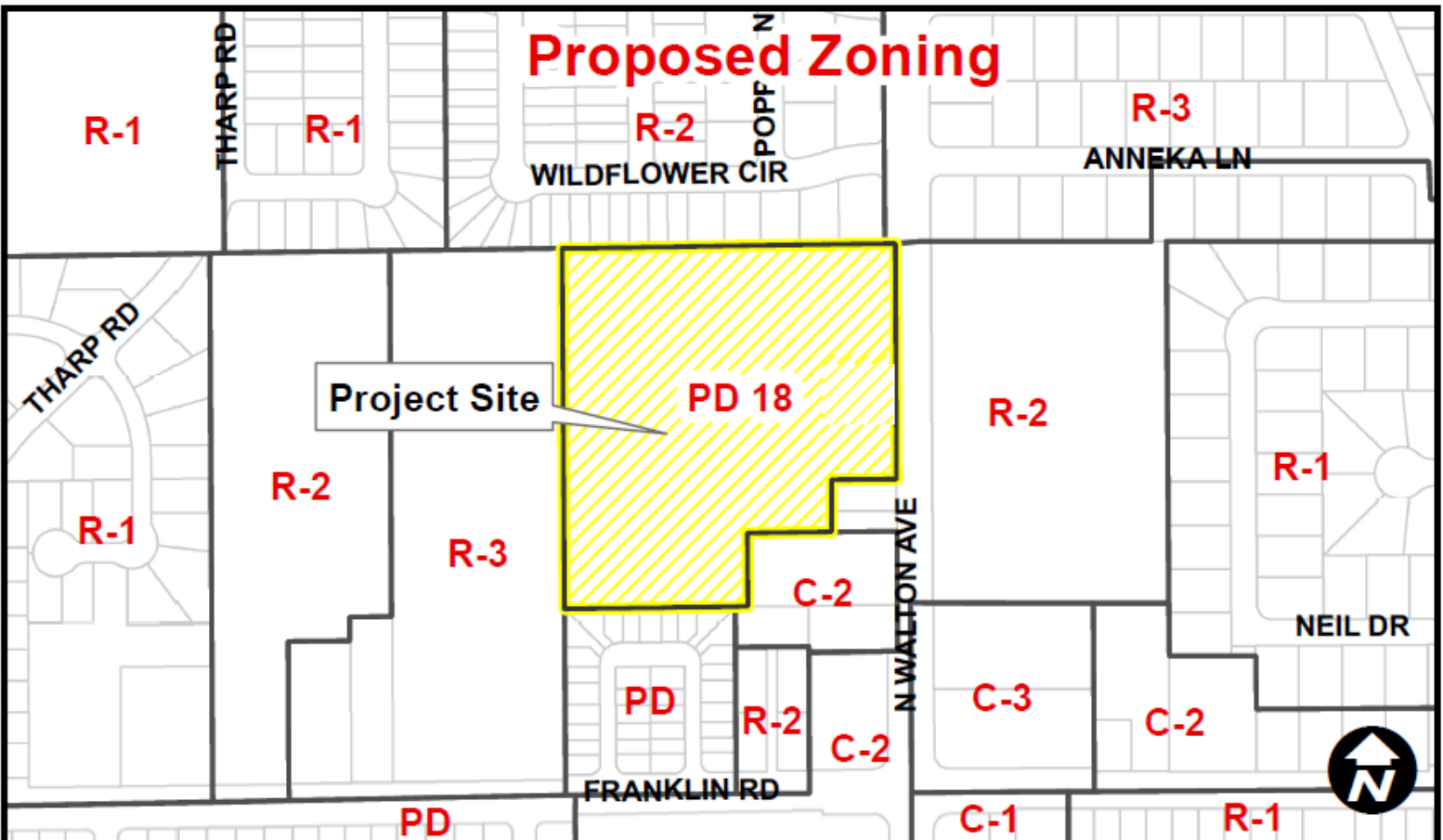
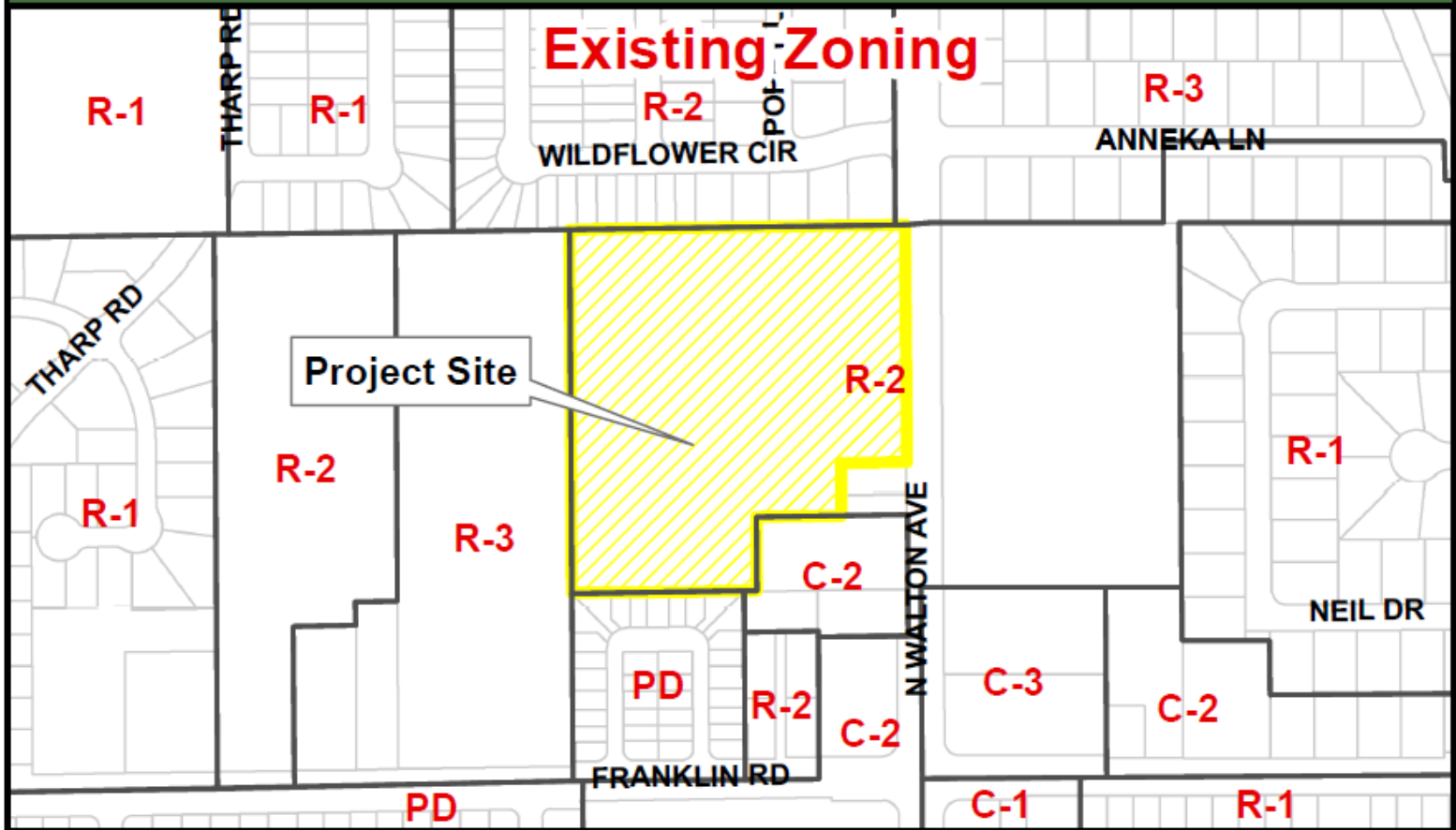
Development & Design Standards	
Minimum Lot Size	Single-family residential lot – 5,000 square feet.
	Half-plex residential lot – 3,000 square feet for interior lots, 3,500 square feet for corner lots.
Maximum Percentage Lot Coverage	Single-family residential lot – 45%.
	Half-plex lot – 60% for single-story, 40% for two story.
Minimum Lot Width	Single-family lot – 45 feet, accept cul de sac lots and lots on an outside curve shall be 45 feet at the rear of the front yard.
	Half-plex lots – 30 feet.

Minimum Lot Depth	85 feet.	
Minimum Yards	Front - 15 feet, except garages must be 20 feet, except Lot 34 a garage may be 18.5 feet.	
	Interior Side:	Single-family residence – 5 feet
		Half-plex – 3 feet, except it is a zero yard between attached residences.
	Street side	10 feet
	Rear	25 feet or 20% of the total lot depth, whichever is less.
Lot length to width ratio	For half-plex lots it shall be a maximum of 3.5/1.	
Landscaping	Each lot shall have a completed front yard landscaping that is approved by the Development Services Director, prior to issuance of a certificate of occupancy.	
Prior to sale or occupancy of half plex units, the property owner/developer shall record a master covenant, running with the land, regarding the adjoined half plexes that provides for use of common walls and maintenance, including provisions to allow for reasonable access to the adjoining half plex for repairs or for termite, structure, and other inspections required for transfer or refinancing of property. Additionally, the covenant shall specify the requirement that any exterior repairs or exterior maintenance of a half plex shall be visually consistent and match with the adjoining half plex; inconsistent or different material styles or colors for exterior siding material, paints, treatments, or roofing types are prohibited. Any modifications to the covenant shall first be approved by the City.		

EXHIBIT B

West Walton Village

Zoning Map | TSM 23-01, PD 18



ATTACHMENT 2



**CITY OF YUBA CITY
PLANNING COMMISSION
STAFF REPORT**

Date: May 31, 2023
To: Chair and Members of the Planning Commission
From: Development Services Department
Presentation by: Doug Libby, AICP, Deputy Development Services Director

Subject: **Planned Development 18 (PD 18) and Tentative Subdivision Map (TSM) 23-01, West Walton Village.**

Recommendation:

- A. Conduct a public hearing and make the necessary findings to:
- B. Adopt a Resolution recommending the City Council of the City of Yuba City approve Environmental Assessment 23-02 by adopting a Mitigated Negative Declaration, subject to the proposed Conditions of Approval and Mitigation Measures, for Tentative Subdivision Map (TSM) 23-01 and approve Planned Development (PD) 18 Zone District Located on the West Side of Walton Avenue approximately 670 Feet North of Franklin Road; Assessor's Parcel Number (APN) 58-020-001; and
- C. Adopt a Resolution contingently approving Tentative Subdivision Map TSM 23-01, West Walton Village, subject to the Conditions of Approval and Mitigation Measures, creating 66 half-plex lots and six Single-Family Residential lots on approximately 9.16 acres, located on the west side of Walton Avenue approximately 670 feet north of Franklin Road (Assessor's Parcel Number 058-020-001).

Applicant/Owner: Capital Farm and Management Company, 1227 Bridge Street

Project Location: The 9.16 acres are located on the west side of Walton Avenue approximately 670 feet north of Franklin Road. Assessor's Parcel Number (APN) 58-020-001.

General Plan: The project is within the Medium-Low Density Residential (MDR) land use designation. This designation provides for a residential density of 6 to 14 residences per acre. The proposal will be approximately 8 residences per acre.

Zoning:

Existing: The project is within the Two -Family Residential (R-2) Zone District.

Proposed: Planned Development (PD) 18 Zone District

Purpose:

Consideration of Tentative Subdivision Map (TSM) 23-01 and Planned Development (PD) 18 for the proposed West Walton Village Subdivision.

Project Description:

The proposed rezoning will be from a Two-Family (R-2) Zone District to the Planned Development (PD 18) Zone District. The rezoning to a PD District will amend the development standards providing for the subdivision (TSM 23-01) of the 9.16-acre property into 66 half-plex (a duplex, with the units divided by a property line) lots, and six single-family residential lots for a total of 72 new residences. The project also proposes four Accessory Dwelling Unit (ADU) residences which are not discussed any further as they are a permitted use on all residential lots (ADU's are small second residences that are in addition to the primary residence on a lot that are permitted on all residential lots in the state).

Summary of the Planned Development (PD) Zone District:

All development standards in the R-2 Zone District, as amended, apply to these properties, except as provided below:

PD 18 Development & Design Standards		
Minimum Lot Size	Single-family residential lot – 5,000 square feet.	
	Half-plex residential lot – 3,000 square feet for interior lots, 3,500 square feet for corner lots.	
Maximum Percentage Lot Coverage	Single-family residential lot – 45%.	
	Half-plex lot – 60% for single-story, 40% for two story.	
Minimum Lot Width	Single-family lot – 45 feet, except cul de sac lots and lots on an outside curve shall be 45 feet at the rear of the front yard.	
	Half-plex lots – 30 feet.	
Minimum Lot Depth	85 feet.	
Minimum Yards	Front - 15 feet, except garages must be 20 feet, except Lot 34 a garage may be 18.5 feet.	
	Interior Side:	Single-family residence – 5 feet
		Half-plex – 3 feet, except it is a zero yard between attached residences.
	Street side	10 feet
	Rear	25 feet or 20% of the total lot depth, whichever is less.
Lot length to width ratio	For half-plex lots it shall be a maximum of 3.5/1.	
Landscaping	Each lot shall have completed front yard landscaping that is approved by the Development Services Director, prior to issuance of a certificate of occupancy.	

Background:

Since at least the adoption of the 2004 General Plan, this 9.16-acre site has been designated for medium density residential development, which provides for a residential density range of 6-14 residences per acre. The property was previously utilized as a mobile home park, but the property has since been cleared of all structures and vegetation. This subdivision to create half-plex lots will be of a similar density to a mobile home park. As this is an infill project that is surrounded by urban development, all City services are available to this property.

Analysis

PD Zone District:

The PD 18 Zone District is needed instead of the R-2 Zone District because the R-2 District was designed for duplexes and did not provide for half-plexes. That is, the R-2 was designed for duplexes which are two residences on a single lot. The R-2 minimum lot size is 6,000 square feet for two attached residences. Half-plexes function and look the same as a duplex but there is a property line between the attached residences, so the proposal for minimum 3,000 square foot lot sizes is for one of the attached residences. This is essentially the same density and look as duplexes in the R-2 Zone District, but provides more homeownership opportunities.

Compatibility with neighboring uses:

TABLE 1: BORDERING LAND USES	
North:	Duplexes.
South:	Retail center and small lot single-family residences.
East:	The southern portion of the east side of the Project has the rear of a retail center backing onto it; the north half fronts onto Walton Avenue with a vacant multiple-family residential designated property across the street.
West:	Multiple-family residences (apartments).

The site abuts a mix of multiple-family, duplex and single-family residential uses and commercial uses. The 2004 General Plan and zoning have planned this property for duplex/half-plex development for the last 19 years. Duplexes or halfplexes are not out of place within this eclectic area as their level impacts due to their density and use is between single-family and multiple-family uses. The close proximity of several commercial uses adds to the viability of the area as residents do not need to travel far (enhanced walkability) for the commercial activities that are offered by the nearby businesses, as well as the commercial uses benefiting from additional nearby residences. Land use compatibility is not expected to be an issue.

Traffic:

The proposed subdivision is within an existing suburban area, much of which is already built out. The sole ingress and egress to this property is Walton Avenue. There was formerly a mobile home park on this property which generated similar amounts of traffic onto Walton Avenue. As such, any increase in auto traffic will not be significant. Walton Avenue and the

nearest intersections, Walton Avenue/Bridge Street and Walton Avenue/Franklin Road intersections are within acceptable City adopted level of service standards which is not expected to deteriorate from the traffic generated by this proposal. This Project will also be providing all pedestrian and bicycle improvements onto Walton Avenue.

Availability of City services:

All City services are available to the property.

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 findings of the mitigated negative declaration are that, with the proposed mitigations for Cultural Resources, Geology /Soils, Greenhouse Gas Emissions, and Tribal Cultural Resources, the proposed PD/TSM will not create any significant impacts to the neighborhood or vicinity. As a result, the filing of a mitigated negative declaration is appropriate in accordance with the provisions of CEQA.

Recommended Actions:

- A. Conduct a public hearing and make the necessary findings to:
- B. Adopt a Resolution recommending the City Council of the City of Yuba City approve Environmental Assessment 23-02 by adopting a Mitigated Negative Declaration, subject to the proposed Conditions of Approval and Mitigation Measures, for Tentative Subdivision Map (TSM) 23-01 and approve Planned Development (PD) 18 Zone District Located on the West Side of Walton Avenue approximately 670 Feet North of Franklin Road; Assessor's Parcel Number (APN) 58-020-001; and
- C. Adopt a Resolution contingently approving Tentative Subdivision Map TSM 23-01, West Walton Village, subject to the Conditions of Approval and Mitigation Measures, creating 66 half-plex lots and six Single-Family Residential lots on approximately 9.16 acres, located on the west side of Walton Avenue approximately 670 feet north of Franklin Road (Assessor's Parcel Number 058-020-001).

Attachments:

- 1. Planning Commission Resolution (PD 18)
 - Exhibit A: Planned Development 18
 - Exhibit B: Planned Development 18 Zoning Map
- 2. Planning Commission Resolution (TSM 23-01)
 - Exhibit A: Proposed Tentative Subdivision Map 23-01

Exhibit B: Conditions of Approval and Mitigation Measures

3. Location Map – West Walton Village
4. Environmental Assessment 23-02, and the Mitigation Monitoring and Reporting Program

ATTACHMENT 1

PLANNING COMMISSION RESOLUTION NO. PC 23-12

RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF YUBA CITY (PLANNING COMMISSION) RECOMMENDING THE CITY COUNCIL OF THE CITY OF YUBA CITY APPROVE ENVIRONMENTAL ASSESSEMENT 23-02 BY ADOPTING A MITIGATED NEGATIVE DECLARATION, SUBJECT TO THE CONDITIONS OF APPROVAL AND MITIGATION MEASURES, FOR TENTATIVE SUBDIVISION MAP (TSM) 23-01 AND APPROVE PLANNED DEVELOPMENT (PD 18) ZONE DISTRICT LOCATED ON THE WEST SIDE OF WALTON AVENUE APPROXIMATELY 670 FEET NORTH OF FRANKLIN ROAD; ASSESSOR'S PARCEL NUMBER (APN) 58-020-001.

WHEREAS, Interwest Homes Corporation has filed application TSM 23-01 and PD 18 to divide 9.16 acres into 66 half-plex residential lots and six single-family residential lots and to develop the property at an overall project density of approximately 8 residences per acre; and

WHEREAS, PD 18 will modify certain development standards in the R-2 District in an effort to reduce minimum parcel sizes and other standards. Proposed development standard modifications include allowing for reduced minimum lot sizes of 3,000 square feet and 3,500 square feet for corner lots, reducing minimum required lot widths, yard setbacks, garage setbacks and minimum required distances between buildings on the same lot. The purpose of these modifications is to accommodate a more compact project design as further shown in the PD 18 Zone District (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 23-02) for the Project; and

WHEREAS, on May 31, 2023, the Planning Commission concurrently conducted a duly noticed public hearing on application TSM 23-01 and PD 18, at which time it received input from City Staff, the applicant; the 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, the Planning Commission has reviewed all associated documents prepared for the Project, including those related to application TSM 23-01 and PD₁₈, and all of the evidence received by the Planning Commission; and

WHEREAS, after deliberation and consideration of all relevant items, the Planning Commission recommends the City Council of the City of Yuba City approve EA 23-02 and adopt an ordinance approving PD 18.

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

1. Recitals. The Planning Commission hereby specifically finds that all of the facts set forth in the recitals above are true and correct and incorporated herein.

2. CEQA Findings. The Planning Commission finds and determines, and recommends that the City Council find and determine, that there is no substantial evidence in the record that Planned Development (PD) 18 may have a significant effect on the environment as identified by the MND prepared in Environmental Assessment EA 23-02. Additionally, the Planning Commission recommends that the City Council find and determine as follows:

- a. The Planning Commission recommends that the City Council find 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 Planning Commission recommends 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 MND and Mitigation Monitoring and Reporting Program. Based on the foregoing, the Planning Commission recommends the City Council adopt the Mitigated Negative Declaration prepared for the project, including the associated Mitigation Monitoring and Reporting Program, 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 Planning Commission further recommends 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. Planned Development Findings. Yuba City Municipal Code Section 8-5.2706 requires that the City make the following findings in order to approve a Planned Development (the required findings are in italics). The Planning Commission recommends that the City Council make the following findings:

- a. *The proposal is consistent with the General Plan.*

Evidence. The proposed subdivision creating 66 half-plex lots and six single-family residential lots is consistent with General Plan Policy 3.5-I-1, the lot sizes proposed are consistent with the Medium Density Residential General Plan Land Use Designation that provides for a density range of 6-14 dwellings per acre.

The proposed project's overall density of approximately eight residences per acre is

within the established density range. The proposed lot configurations and layout will integrate into the existing street network and surrounding land uses. The proposed subdivision will construct pedestrian facilities that will serve the neighborhood and facilitate a walkable community.

- b. The proposal is consistent with the planned surrounding land uses.*

Evidence. The proposed lot configurations and layout will integrate into the existing street network and surrounding land uses. The proposed map will will construct pedestrian facilities that will serve the neighborhood and facilitate a walkable community.

- c. There are or will be adequate public facilities available to properly serve the development, including streets to adequately handle the anticipated traffic.*

Evidence. The site is level and will be served by the full range of City services, or in the case of stormwater drainage, stormwater runoff will be collected by the City's stormwater system and conveyed to the Gilsizer County Drainage District and ultimately transported to the Feather River. The site will accommodate the proposed density with a circulation pattern that is suitable for the existing street network and surrounding uses and will construct public street improvements to City standards. The environmental document prepared for the project did not find any inadequacies of the property that would provide concerns for the development of the property.

- d. The quality of the development is as good or better than would be accomplished through traditional zoning and design standards.*

Evidence. As discussed in item a) above, this project is consistent with the City's General Plan goals and policies including the established density range for MDR designated land. The project is conditioned to meet all City development and improvement standards including water, wastewater, stormwater drainage systems, street cross-sections, streetscape landscaping, and park facilities or applicable in-lieu fees. The proposed project will be subject to compliance with the R-2 development standards as amended by the proposed PD 18 Zone District.

5. Recommendation of Approval of Planned Development 18. Based on the information provided above, the Planning Commission recommends to the City Council of Yuba City adoption of an ordinance approving PD 18 Zone District, as provided in **Exhibits A and B** made a part hereof by this reference.

6. Effective Date of Resolution. This Resolution shall become effective immediately.

The foregoing resolution was introduced at the regular meeting of the Planning Commission held on May 31, 2023, by Commissioner _____ who moved its adoption, which motion was seconded by Commissioner _____ and carried by the following vote:

Ayes:

Noes:

Absent:

Recused:

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

Jackie Sillman, Planning Commission Chair

ATTEST:

Benjamin Moody, Secretary to the Planning Commission

Attachments:

Exhibit A: Planned Development 18
Exhibit B: Planned Development 18 Zoning Map

EXHIBIT A

Tentative Subdivision Map 23-01

West Walton Village Planned Development (PD 18) Zone District

Purpose:

To provide specific land use and development standards for West Walton Village (Tentative Subdivision Map 23-01). This zone district is consistent with the Low-Medium Density Residential (MDR) General Plan Designation.

Applicability:

This PD₁₈ Zone District shall apply to the 9.16-acre property located on the west side of Walton Avenue approximately 670 feet north of Franklin Road. Assessor's Parcel Number (APN) 058-020-001, as modified by TSM 23-01.

Permitted Uses.

Tentative Subdivision Map Lots 15, 16, 33, 34, and 47 of Village 1 and Lot 7 of Village 2: A single-family residence, and related accessory uses permitted by the R-1 Zone District, as amended are permitted uses, and uses permitted with an approved use permit as described in the R-1 Zone District are permitted if a use permit is first approved. A revision to this PD Zone District must be found consistent with the General Plan.

All other lots: A half-plex (two attached residences divided by a property line through the building) on each of two adjoining lots and related accessory uses permitted in the R-2 Zone District are permitted uses, as amended, and uses permitted with an approved use permit as described in the R-1 Zone District, as amended, are permitted if a use permit is first approved.

Development and Design Standards.

All development standards in the R-2 Zone District, as amended, apply to these properties, except as provided below:

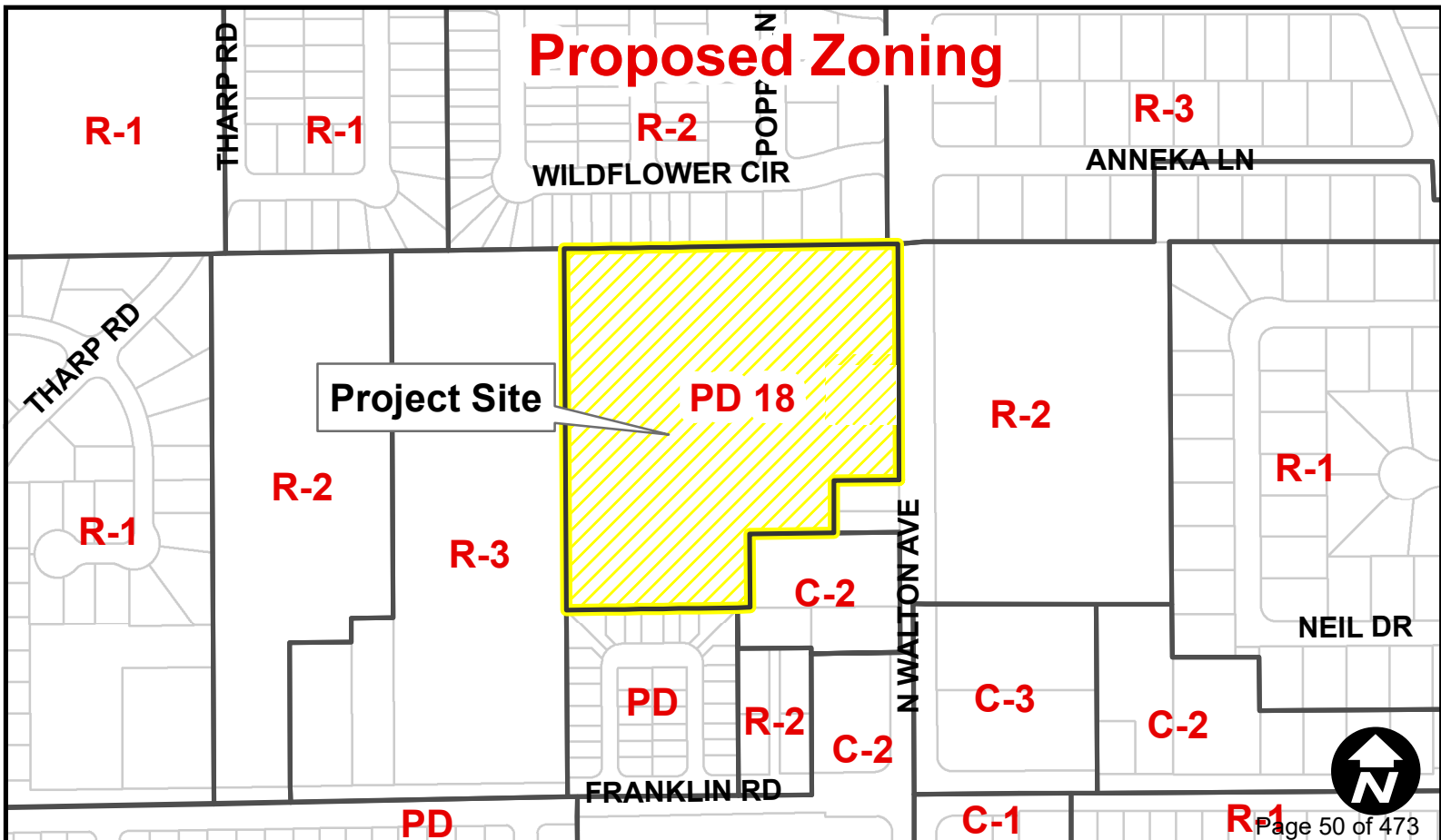
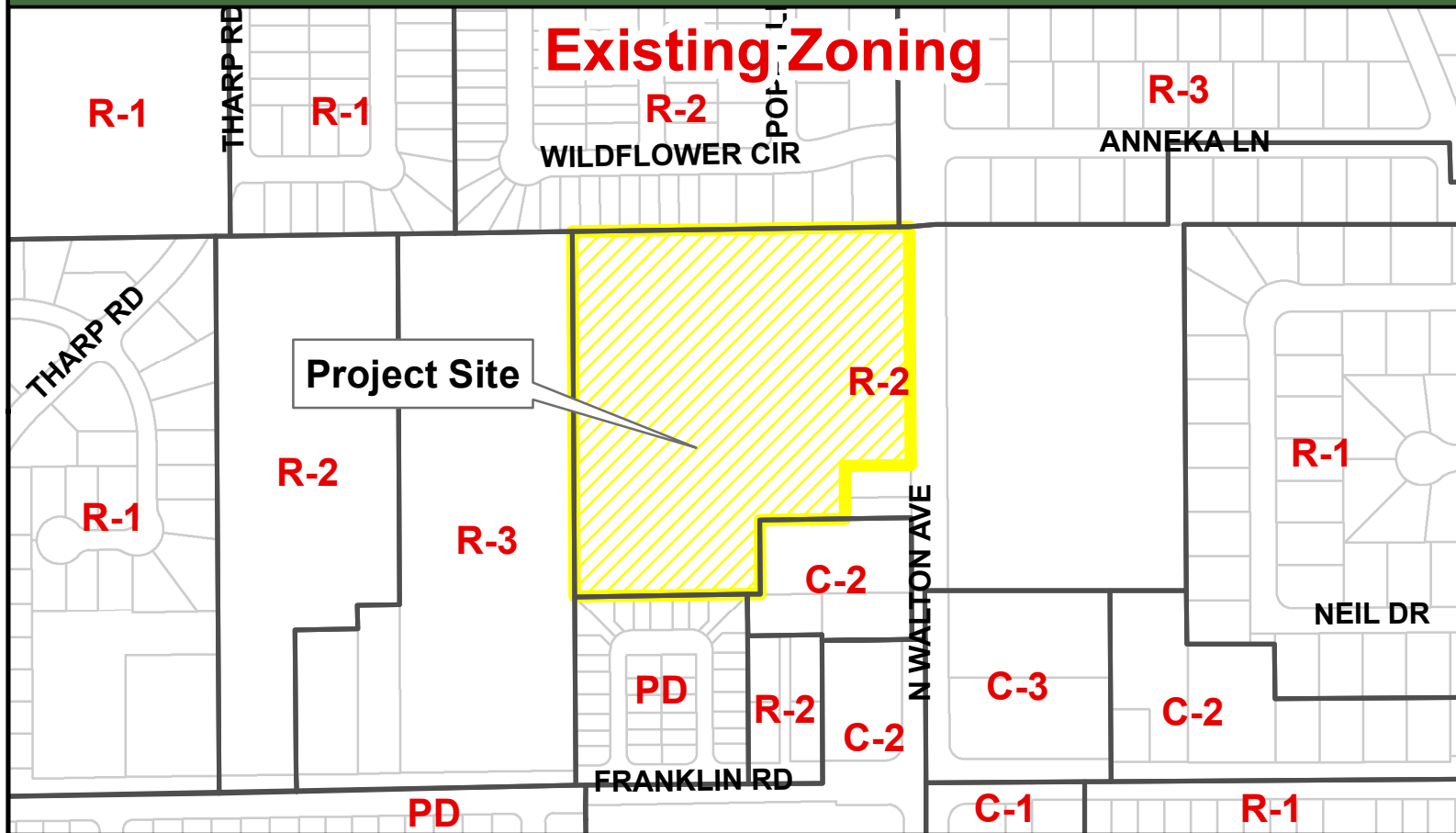
Development & Design Standards	
Minimum Lot Size	Single-family residential lot – 5,000 square feet.
	Half-plex residential lot – 3,000 square feet for interior lots, 3,500 square feet for corner lots.
Maximum Percentage Lot Coverage	Single-family residential lot – 45%.
	Half-plex lot – 60% for single-story, 40% for two story.
Minimum Lot Width	Single-family lot – 45 feet, accept cul de sac lots and lots on an outside curve shall be 45 feet at the rear of the front yard.
	Half-plex lots – 30 feet.
Minimum Lot Depth	85 feet.

Minimum Yards	Front - 15 feet, except garages must be 20 feet, except Lot 34 a garage may be 18.5 feet.	
	Interior Side:	Single-family residence – 5 feet
		Half-plex – 3 feet, except it is a zero yard between attached residences.
	Street side	10 feet
	Rear	25 feet or 20% of the total lot depth, whichever is less.
Lot length to width ratio	For half-plex lots it shall be a maximum of 3.5/1.	
Landscaping	Each lot shall have a completed front yard landscaping that is approved by the Development Services Director, prior to issuance of a certificate of occupancy.	

EXHIBIT B

West Walton Village

Zoning Map | TSM 23-01, PD 18



ATTACHMENT 2

PLANNING COMMISSION RESOLUTION NO. PC 23-13

RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF YUBA CITY (PLANNING COMMISSION) CONTINGENTLY APPROVING TENTATIVE SUBDIVISION MAP (TSM) 23-01, WEST WALTON VILLAGE, SUBJECT TO THE CONDITIONS OF APPROVAL AND MITIGATION MEASURES, CREATING 66 HALF-PLEX LOTS AND SIX SINGLE-FAMILY RESIDENTIAL LOTS ON APPROXIMATELY 9.16 ACRES, LOCATED ON THE WEST SIDE OF WALTON AVENUE APPROXIMATELY 670 FEET NORTH OF FRANKLIN ROAD (ASSESSOR'S PARCEL NUMBER 058-020-001).

WHEREAS, the City received an application for this property in January 2023 for TSM 23-01, West Walton Village, to subdivide the 9.16-acre parcel into 66 half-plex lots and six single-family residential lots, totaling 72 new residences, as well as a rezoning to a Planned Development (PD 18) Zone District. The new development 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, there is also a rezoning to Planned Development Zone District that is needed since the existing R-2 Zone District does not provide appropriate minimum lot sizes for half-plexes, which must be approved by the City Council in order for this subdivision to be approved; and

WHEREAS, the Planning Commission reviewed related Environmental Assessment 23-02 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 PD/TSM is consistent with the elements of the General Plan and the Zoning Regulations, provided the PD is approved; and

WHEREAS, the City on May 11, 2023, 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 May 31, 2023; and

WHEREAS, the Planning Commission held a duly noticed public hearing on May 31, 2023 and considered all of the project and environmental information presented by staff, public testimony, and all of the background information; and

WHEREAS, after deliberation and consideration of all relevant items, the Planning Commission now desires to contingently approve TSM 23-01 such that no decision of approval of TSM 23-01 becomes final and effective until immediately after the City Council adopts the MND (EA 23-02) and approves Planned Development 18; and if no such approval occurs within 180 days of the adoption of this Resolution, then the Planning Commission intends that TSM 23-01 be set for further consideration and a final decision by the Planning Commission.

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

1. Recitals. The Planning Commission finds that the recitals are true and correct, and incorporates the same herein as set forth in full.

2. CEQA Findings. Pursuant to the authority and criteria contained in the California Environmental Quality Act (CEQA) of 1970, the City, as the Lead Agency, has analyzed the proposed Project and has prepared a Mitigated Negative Declaration (MND) to evaluate the environmental effects of the Project, including the development of the West Walton Village. The Planning Commission has fully considered the MND and has concurrently recommended it to the City Council for adoption. The Planning Commission finds that TSM 23-01 is consistent with, and have been fully assessed by, the MND, and that TSM 23-01 is an entitlement specifically anticipated for the proposed Project in the MND, and is consistent with the purposes and intent of the MND.

3. Subdivision Map 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:

- i. The proposed tentative subdivision map is not consistent with the applicable general plan and specific plan.*

Evidence: The property is designated in the General Plan as Medium-Low Density Residential. This designation provides for a gross residential density range of 6 to 14 residences per acre. This proposal will have a residential density of approximately 8 residences per acre, which is well within the General Plan density range provided in the Land Use Element.

Walton Avenue is designated in the General Plan as a major arterial. With the traffic generated by this subdivision, Walton Avenue will remain within an acceptable level of service and meets City roadway and intersection standards.

The proposed 72 new residential lots 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, with the accompanying mitigation measures, 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.

- ii. The design and improvement of the tentative subdivision map is not consistent with applicable general and specific plans or adopted City standards.*

Evidence: As discussed above, this half-plex and 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 and the stormwater drainage system, street cross-sections, streetscape landscaping, and parks. Each new residential lot meets the minimum lot size requirements of the PD₁₈ Zone District applied to the property.

- iii. That the site is not physically suited for the density of development.*

Evidence: The site is flat and has all City services available to it. 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 were there inadequacies of the property that would provide concerns for its proposed development.

iv. That the site is not physically suited for the type of development.

Evidence: The site is suited for this development. The proposed residential land division is located on vacant flat ground with all City services available to it and it has good access from Walton Avenue. The property is designated by the General Plan for half-plex and single-family residential development, which is what is proposed.

v. 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.

Evidence: Based on the mitigated negative declaration prepared for this project and the accompanying mitigation measures, the project will not create any significant environmental impacts, including adverse impacts on fish and wildlife.

vi. That the design of the subdivision maps or the type of improvements is likely to cause serious public health problems.

Evidence: Every new lot will be connected to City water, wastewater, and stormwater drainage systems, which will avoid public health problems.

vii. None of the findings in Section 6-9.601 of the Municipal Code is satisfied.

Evidence: This project complies with this finding as the Sutter Butte Flood Control Agency (SBFCA) is the "Local Flood Management Agency" for the Sutter-Butte Basin and as such, has the responsibility to prepare an annual report demonstrating adequate progress as defined in California Government Code Section 645007 (a). SBFCA has prepared Adequate Progress Report Updates for ULOP and transmitted them to the Central Valley Flood Protection Board. As such this site has adequate flood protection. Additionally, the City has imposed conditions on the Development Plan that will protect property within the area to the urban level in urban areas and urbanizing areas.

viii. 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: The subdivision will be served by Walton Avenue which is a public street dedicated for public use. There are no known existing easements that will be adversely affected by this subdivision.

4. Approval of TSM 23-01 with Conditions. Based on the aforementioned findings, the Planning Commission hereby approves Tentative Subdivision Map 23-01, West Walton Village, as shown in **Exhibit A**, subject to the conditions of approval and mitigation measures set forth in **Exhibit B**, attached hereto, contingent upon the following:

- a. The approval TSM 23-01 shall become final and effective immediately only after the City Council of Yuba City i) adopts the Mitigated Negative Declaration (EA 23-02) and ii) approves Planned Development 18 (collectively "Council Approvals"). If all of the Council Approvals are not made within 180 days of the adoption of this Resolution, then TSM 23-01 shall be returned to the Planning Commission for further consideration and a final decision. If Council Approvals are made within 180 days of the adoption of this Resolution, but any change is made by the Council to any of the Council Approvals in a manner that could reasonably affect the findings of the Planning Commission hearing, or require a modification or addition of a condition of approval to be consistent with a Council Approval, then TSM 23-01 shall be returned to the Planning Commission for further consideration and a final decision.

5. Final Action and Appeals. This action shall become final and effective 10 days after, and only upon, the Council Approvals including the MND and adoption of the Planned Development unless within such 10 days an appeal is filed with the City Clerk in accordance with the provisions of the Yuba City Zoning Ordinance.

The foregoing resolution was introduced at the regular meeting of the Planning Commission held on May 31, 2023, by Commissioner _____ who moved its adoption, which motion was seconded by Commissioner _____ and carried by the following vote:

Ayes:

Noes:

Absent:

Recused:

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

Jackie Sillman, Planning Commission Chair

ATTEST:

Benjamin Moody, Secretary to the Planning Commission

Attachments:

Exhibit A: Tentative Subdivision Map 23-01
Exhibit B: Conditions of Approval and Mitigation Measures

EXHIBIT A

OWNER
CAPITAL FARM & MANAGEMENT CO.
1227 BRIDGE STREET
YUBA CITY, CA 95993
CONTACT: SARBJIT THIARA
PHONE: (530) 682-5861

APPLICANT
CAPITAL FARM & MANAGEMENT CO.
1227 BRIDGE STREET
YUBA CITY, CA 95993
CONTACT: SARBJIT THIARA
PHONE: (530) 682-5861

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 058-020-001 (9.16 AC)

AREA OF TENTATIVE MAP
9.16 GROSS ACRE

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. THIS PROJECT COULD BE 1 TO 3 PHASES.
- 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 TENTATIVE SUBDIVISION MAP AND PLANNED UNIT DEVELOPMENT (PUD).
- 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. TWO POTENTIAL PHASES ARE SHOWN BUT DEVELOPER RESERVES RIGHT TO RECORD WITH MORE OR LESS.
- ALL EXISTING STRUCTURES, SEPTIC TANKS, AND WELLS TO BE REMOVED OR DESTROYED PRIOR TO CONSTRUCTION.
- STREET TREES SHALL BE PLANTED PURSUANT TO CITY OF YUBA CITY STANDARDS. ADDITIONAL DETAIL SHALL BE PROVIDED ON THE IMPROVEMENT PLANS.
- THE TENTATIVE MAP INCLUDES 66 HALF-PLEX LOTS. THE DEVELOPER RESERVES THE RIGHT TO RECORD A FINAL MAP WITH 66 HALF-PLEX LOTS OR 33 THE DUPLEX LOTS OR ANY COMBINATION. THERE WOULD STILL BE 4 ADU MINIMUM.
- VILLAGE 1 LOT 34 SHALL HAVE ATTACHED SIDEWALK. THE HOUSE CAN FACE EITHER NORTH WALTON AVENUE OR TAHOE DRIVE BUT SHALL NOT HAVE DRIVEWAY ONTO WALTON AVENUE.
- A STORMCEPTOR OR EQUAL WILL BE USED AT THE LAST MANHOLE PRIOR TO CONNECTING TO EXISTING STORM DRAIN.
- OWNERS, APPLICANT, ENGINEER, AND SURVEYOR SHALL RECEIVE ANY COMMUNICATIONS AND/OR NOTICES RELATED TO THIS PROJECT. MHM INC, SEAN MINARD, IS THE ENGINEER AND SURVEYOR OF RECORD FOR THE TENTATIVE MAP.

EXISTING USE
ABANDONED MOBILE HOME PARK AND HOME

EXISTING GENERAL PLAN DESIGNATION
LOW-MEDIUM DENSITY RESIDENTIAL

PROPOSED GENERAL PLAN DESIGNATION
LOW-MEDIUM DENSITY RESIDENTIAL

EXISTING ZONING
R-2

PROPOSED ZONING
R-2 PD

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
SERVICE AREA G - CITY OF YUBA CITY
FIRE DEPARTMENT

LAW ENFORCEMENT
CITY OF YUBA CITY POLICE

SANITARY SEWER
CITY OF YUBA CITY PUBLIC WORKS

DOMESTIC WATER
CITY OF YUBA CITY PUBLIC WORKS

STORM DRAINAGE
CITY OF YUBA CITY PUBLIC WORKS
AND GILSIZER DRAINAGE DISTRICT

ELECTRICITY
PACIFIC GAS AND ELECTRIC

NATURAL GAS (OPTIONAL)
PACIFIC GAS AND ELECTRIC

COMMUNICATION
AT&T AND COMCAST

CABLE (OPTIONAL)
COMCAST

LOCATION MAP

LAND USE SUMMARY				
LOT SUMMARY*				
VILLAGE NO. 1 =	59 LOTS + 3 ADU	7.26 AC	8.54 DU/AC	
VILLAGE NO. 2 =	13 LOTS + 2 ADU	1.64 AC	9.15 DU/AC	
SUBTOTAL =	72 LOTS + 5 ADU	8.90 AC	8.65 DU/AC	
(RESIDENTIAL)				
NORTH WALTON AVENUE		0.61 AC		
SUBTOTAL =		0.61 AC		
(ROADWAY)				
TOTAL =		9.51 AC		
* VILLAGE NO. 1 HAS 54 HALF-PLEX (OR 27 DUPLEX) LOTS PLUS 3 ADU AND 5 SINGLE FAMILY DETACHED HOMES FOR A TOTAL OF 62 DWELLING UNITS. A PLANNED UNIT DEVELOPMENT.				
* VILLAGE NO. 2 HAS 12 HALF-PLEX (OR 6 DUPLEX) LOTS PLUS 2 ADU AND 1 SINGLE FAMILY DETACHED HOMES FOR TOTAL OF 15 DWELLING UNITS. A PLANNED UNIT DEVELOPMENT.				

CITY OF YUBA CITY APPROVAL:
THE CITY OF YUBA CITY PLANNING COMMISSION HAS CONSIDERED AND APPROVED RESOLUTION 23-0XX APPROVING TENTATIVE SUBDIVISION MAP NO. 2023-001 DURING THE PLANNING COMMISSION MEETING ON _____, 2023.

CITY OF YUBA CITY _____ DATE: _____

LEGAL DESCRIPTION (EXISTING PARCELS):

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

A PORTION OF LOT 7 AS SHOWN ON THAT CERTAIN MAP ENTITLED, "THE SUB. OF THE SW 1/4 OF SEC 21, T. 15 N., R. 3 E., M.D.M.", FILED IN THE OFFICE OF THE COUNTY RECORDER OF SUTTER COUNTY, CALIFORNIA, ON DECEMBER 1, 1913, IN BOOK 3 OF SURVEYS, PAGE 4, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST LINE OF SAID LOT 7, A DISTANCE OF 601.6 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT; THENCE WEST AND PARALLEL WITH THE SOUTH LINE OF SAID LOT, 150 FEET; THENCE SOUTH AND PARALLEL WITH THE EAST LINE OF SAID LOT, 100 FEET TO A POINT IN THE NORTH LINE OF THE LANDS OF CHARLOTTE B. WHITE AS DESCRIBED IN THE DEED FROM ROSS T. HURST, ET UX, DATED MAY 4, 1938, AND RECORDED MAY 5, 1938, IN BOOK 114 OF OFFICIAL RECORDS, PAGE 179; THENCE WEST ALONG THE NORTH LINE OF THE WHITE LANDS, 161 FEET TO THE NORTHWEST CORNER OF THE WHITE LANDS AS DESCRIBED IN THE ABOVE MENTIONED DEED; THENCE SOUTH ALONG THE WEST LINE OF SAID WHITE LANDS AND PARALLEL WITH THE EAST LINE OF SAID LOT 7, A DISTANCE OF 140 FEET TO A POINT IN THE NORTH LINE OF THE SOUTH 5/12 ACRES OF LOT 7; SAID NORTH LINE BEING 361.8 FEET NORTH OF THE SOUTH LINE OF SAID LOT; THENCE WEST ALONG THE NORTH LINE OF SAID SOUTH 5/12 ACRES AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 7, A DISTANCE OF 35.575 FEET, MORE OR LESS, TO A POINT IN THE WEST LINE OF SAID LOT 7; THENCE NORTH ALONG THE WEST LINE OF SAID LOT, 490.53 FEET, MORE OR LESS, TO THE NORTHWEST CORNER THEREOF; THENCE EAST ALONG THE NORTH LINE OF SAID LOT, 662.275 FEET TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT, 450.53 FEET TO THE POINT OF BEGINNING.

SURVEYORS STATEMENT:
I HEREBY STATE THAT ALL EASEMENTS OF RECORD ARE SHOWN AND LABELED PER PRELIMINARY TITLE REPORT BY PLACER TITLE COMPANY ORDER NUMBER P-580404 DATED NOVEMBER 4, 2022.

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

TENTATIVE SUBDIVISION MAP
WEST WALTON VILLAGE - SM 23-001
YUBA CITY, CALIFORNIA
JANUARY 2, 2023 REVISED MAY 19, 2023

MINOR RESIDENTIAL - 38.0' R/W (DETACHED)

MAJOR COLLECTOR - 117.0' R/W

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

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EXHIBIT B

**CITY OF YUBA CITY
CONDITIONS OF APPROVAL
TENTATIVE SUBDIVISION MAP 23-01
May 31, 2023**

**West Walton Village
APN: 058-020-001**

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 ten (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 23-01.

- **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 conformance with the TSM 23-01, 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 23-02 dated April 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.
 - a. The Developer or Representative shall obtain an Encroachment Permit from the City prior to performing any work within public rights of way.

6. To limit visibility, provide privacy and to minimize conflicting views of adjacent properties, the Tentative Map dated May 19, 2023 (filed with the City on January 4, 2023) is restricted as follows:
 - a. Village 1 - Lots 33 and 34 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.
7. Lots 1, 59, 35, and 34 along Walton Avenue shall be constructed with six-foot high solid wall (i.e. masonry, concrete, proto II, Brick).
8. 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.
9. 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.
10. 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.
11. Storage of construction material is not allowed in the travel way.
12. 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

13. 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, brick, or masonry block.
14. A master grading plan 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

15. 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 the Improvement Plans, the Developer shall provide

evidence, to the satisfaction of the Public Works Department, that all such obligations have been met.

16. The contractor shall obtain an Encroachment Permit from the City prior to performing any work within public rights of way.
17. The plans shall indicate the locations of all septic and leach field areas, and all wells. Any septic areas and wells that are to be destroyed shall be demolished in accordance with Sutter County Environmental Health Department requirements.
18. The Developer shall dedicate right-of-way to the City as follows, or as approved by the Public Works Director:
 - a. North Walton Avenue:
 - i. North boundary to Mohan Drive: On the **west** side, shall have right-of-way dedicated to a width of 53.5 feet (centerline to back of new 6.0-foot-high solid wall), including a 12.0-foot PUE.
 - ii. Mohan Drive to south boundary: On the **west** side, shall have right-of-way dedicated to a width of 42.0 feet (centerline to 0.5 feet behind new minimum 5.0-foot wide sidewalk) together with a 12.0-foot PUE (2.0-feet of which is located under the sidewalk) behind the right-of-way.
 - b. Interior residential streets (Mohinder Drive, Junior Sarb Way, Mohan Drive, and Harmon Court):
 - i. *Detached sidewalk* -- 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.
 - c. All necessary right of way and easements are to be dedicated with the recordation of the Final Map.
19. The Developer shall construct frontage improvements to City standards as follows, or as approved by the Public Works Director:
 - a. North Walton Avenue:
 - i. 34.0-footwide asphalt road section – centerline of North Walton Avenue to west lip of gutter
 - ii. 2.5-foot wide barrier curb and gutter
 - iii. 5.0-foot minimum width attached sidewalk
 - iv. landscaping and irrigation between the sidewalk and block wall north of Mohan Drive
 - v. 6.0-foot high solid wall (i.e. masonry, concrete, proto II, Brick) north of Mohan Drive
 - vi. streetlights
 - vii. fire hydrants
 - viii. storm drainage facilities
 - ix. roadway striping
 - x. roadway signage
 - b. Interior residential streets (Mohinder Drive, Junior Sarb Way, Mohan Drive, and Harmon Court):
 - i. *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. 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.
3. 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.

20. 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 North Yuba City Drainage Area Master Drainage Plan.
- 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.

21. Should a detention basin be necessary it is to include, but not be limited to, a vehicle pull out area, a solid wall adjacent to residential parcels and North Walton Avenue, 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 are to be included in the applicable Lighting and Landscape Maintenance District. The Developer, or his Engineer, shall provide calculations indicating that the detention pond has sufficient capacity to accommodate runoff from the proposed development.
22. 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_management
23. All development shall be designed to local, state, and federal flood standards.
24. 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 streetsA copy of the geotechnical investigation, including R-value determination, test locations and structural section calculations, shall be submitted with the first improvement plan check.
25. 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.
26. 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.
27. 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.
28. 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."

PRIOR TO ACCEPTANCE OF THE PUBLIC IMPROVEMENTS

29. All existing well(s), septic field(s), and gas/electrical 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.
30. Street lights shall be provided on all interior streets and along the west side of North Walton Avenue. The street lights shall be approximately 250 feet apart or as approved by the Public Works Director.
31. Prior to backfilling, the Developer shall vacuum test all manholes to ensure no leakage will occur.
32. Prior to final paving, and/or as directed by the Public Works Director, 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.

33. 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.
34. The existing power poles, and all appurtenances, on the property shall be removed per PG&E requirements/guidelines. The development shall be serviced with underground electrical. No overhead electrical will be allowed. Joint trench conduit for electric, cable, and telephone shall be extended across the entirety of Lot 34 to the south boundary of the development to accommodate future service to APN 058-020-002 and 058-020-003.
35. The developer shall install 5-foot wide attached sidewalk adjacent to existing curb and gutter across the frontage of the adjacent properties to the south (APN 058-020-002, and 058-020-003) to provide a continuous sidewalk connection along the west side of North Walton Avenue, contingent upon the City acquiring any necessary right-of-way or easement to facilitate the work. Reimbursement fee credits for qualifying work will be determined in the applicable subdivision/improvement agreement with Developer prior to construction. The sidewalk called for by this condition does not requiring bonding and completion is not a condition of City acceptance of the subdivision improvements.
36. All public street lighting shall be dedicated to the City of Yuba City.

PRIOR TO FINAL MAP RECORDATION

37. 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.
38. 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 planted in the landscape planters, street lights, fencing and/or barricades, block walls, and any detention / water quality basin(s) or devices. The Engineering Division shall be reimbursed actual costs associated with the formation of the district.
39. The Post Construction Statement of Responsibility shall be recorded at the Sutter County Recorder's Office.
40. Should a detention pond or water quality basin be utilized, the basin parcel(s) shall be dedicated to the City of Yuba City.

PRIOR TO ISSUANCE OF A BUILDING PERMIT

41. 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.

PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY

42. 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.
43. 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.
44. 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 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	Developer	Public Works Dept., Development Services Dept.	During construction phase

	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 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.	Developer	Development Services Dept.	Prior to issuance of building permits.
3.5. Cultural Resources; 3.18. Tribal Cultural Resources	Tribal Cultural Resources Mitigation 1: Unanticipated Discoveries: If any suspected TCRs are discovered during ground disturbing construction activities, all work shall cease within 100 feet of the find, or	Developer	Public Works Dept., Development Services Dept	During construction phase

	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. Treatment that preserves or restores the cultural character and integrity of a			
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	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 52 has been satisfied.			
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ATTACHMENT 3

West Walton Village

TSM 23-01/ Location Map



ATTACHMENT 4



Environmental Assessment 23-02

Initial Study and Mitigated Negative Declaration for Rezoning PD₁₈ And Tentative Subdivision Map 23-01, West Walton Village. The proposal will create a Planned Development Zone District to allow for the subdivision of a 9.16-acre property into 66 half-plex residential lots and six single-family residential lots.

Prepared for:

City of Yuba City
1201 Civic Center Blvd.
Yuba City, CA 95993

Prepared By:

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and

City of Yuba City
Development Services Department
Planning Division

April 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 proposed Rezoning (RZ) PD₁₈ and Tentative Subdivision Map (TSM) 23-01, West Walton Village (Project):

RZ PD₁₈ proposes to rezone 9.16 acres from the Two-Family Residential (R-2) Zone District to the Planned Development (PD-18) Zone District. The rezoning will amend the development standards for the reduction of minimum lot sizes of the R-2 Zone District that would allow for TSM 23-01.

TSM 23-01 proposes to subdivide the same 9.16-acre property into 66 half-plex lots (two half-plexes is the same as a duplex, but with the attached residences divided by a property line), and six single-family residential lots, for a total of 72 new residences. The Project also proposes four Accessory Dwelling Units (ADU – second residences on a property) which are not discussed any further as they are a permitted use on all residential lots. The site was previously utilized as a mobile home park but has been cleared of all buildings and vegetation.

The property is located on the West Side of Walton Avenue approximately 670 feet north of Franklin Road. All access to the property is from Walton Avenue. The Project proposes an internal looped street with two Walton Avenue connections. The property has full City services available to it.

The RZ/TSM is considered a project under the California Environmental Quality Act (CEQA), as the City has discretionary authority over the Project. The Project requires discretionary review by the City of Yuba City Planning Commission and City Council due to the rezoning.

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 rezoning and tentative subdivision map and provide an environmental assessment for consideration by the Planning Commission and City Council. 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 RZ/TSM will undergo a public review process by the Planning Commission that will result in a recommendation to the City Council and a decision by the City Council that, if approved, could ultimately result in 72 new residences being established on the property. This public review process 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 the issues 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.

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 <http://www.yubacity.net>. 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 May 4, 2023 and end on May 24, 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

Rezoning (RZ) PD₁₈ and Tentative Subdivision Map (TPM) 23-01: West Walton Village.

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 9.16 acres are located on the west side of Walton Avenue approximately 670 feet north of Franklin Road. Assessor's Parcel Number (APN) 058-020-001.

2.5. Project Applicant

Capital Farm and Management Company
1227 Bridge Street
Yuba City, CA 95993

2.6. Property Owner

Capital Farm and Management Company
1227 Bridge Street
Yuba City, CA 95993

2.7. General Plan Designation

The Project is within the Low-Medium Density (MDR) land use designation, which provides for a density range of 6 to 14 residences per acre. The proposed Project will be approximately 8 residences per acre.

2.8. Zoning

Existing: The Project is within the Two-Family Residential (R-2) Zone District.
Proposed: Planned Development (PD₁₈) Zone District.

2.9. Project Description

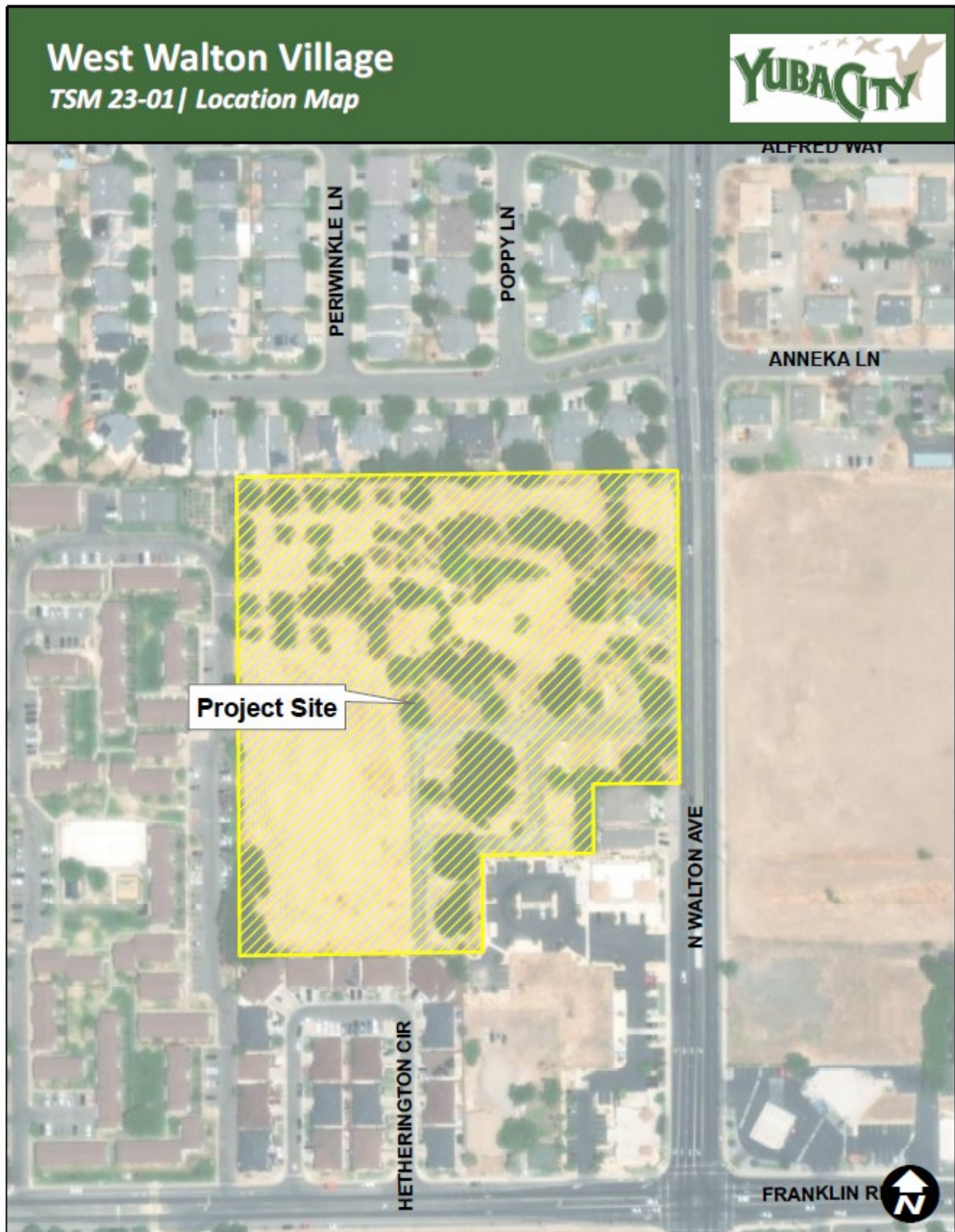
Rezoning (RZ) PD₁₈ and Tentative Subdivision Map (TSM) 23-01 (Project):

RZ PD₁₈ proposes to rezone 9.16 acres from the Two-Family Residential (R-2) Zone District to the Planned Development (PD-18) Zone District. The rezoning will amend the development standards for the reduction of minimum lot sizes of the R-2 Zone District to accommodate TSM 23-01.

TSM 23-01 proposes to subdivide the same 9.16-acre property into 66 half-plex lots (two half-plexes is the same as a duplex, but with the attached residences divided by a property line), and six single-family residential lots, for a total of 72 new residences. The Project also proposes four Accessory Dwelling Units (ADU – second residences on a property) which are not discussed any further as they are a permitted use on all residential lots. The site was previously utilized as a mobile home park but has been cleared of all buildings and vegetation.

All access to the property is from Walton Avenue. The Project proposes an internal looped street with two Walton Avenue connections. The property has full City services available to it. Assessor's Parcel Number (APN) 058-020-001.

Figure 1: Location Map



01248.0005/876584.1

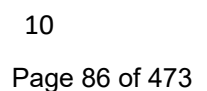


Figure 3: Rezoning: Existing and proposed zoning maps.

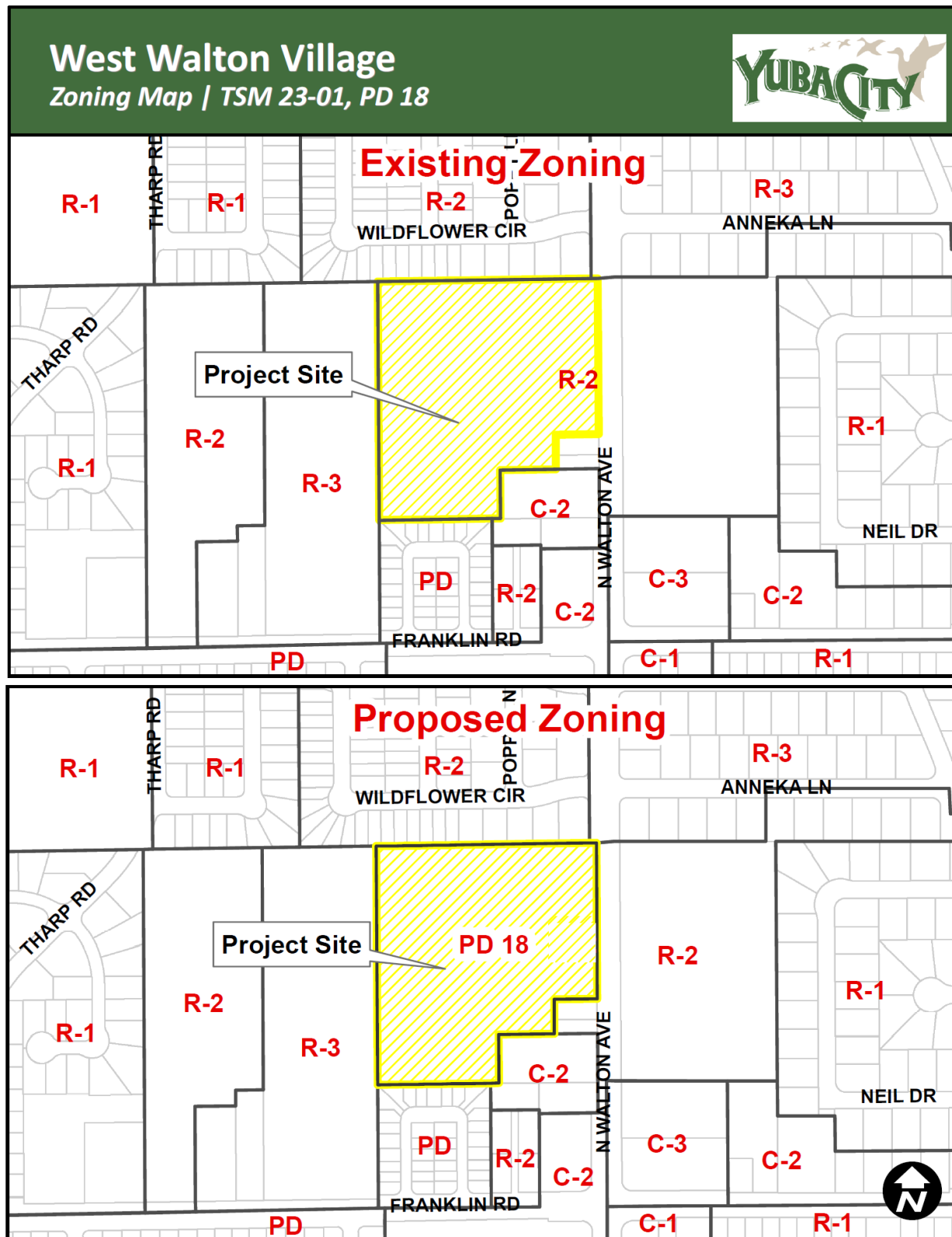


Figure 4: Proposed PD₁₈ Zone District

Tentative Subdivision Map 23-01 West Walton Village Planned Development (PD₁₈) Zone District

Purpose:

To provide specific land use and development standards for West Walton Village (Tentative Subdivision Map 23-01). This zone district is consistent with the Low-Medium Density Residential (MDR) General Plan Designation.

Applicability:

This PD₁₈ Zone District shall apply to the 9.16-acre property located on the west side of Walton Avenue approximately 670 feet north of Franklin Road. Assessor's Parcel Number (APN) 058-020-001, as modified by TSM 23-01.

Permitted Uses.

Tentative Subdivision Map Lots 15, 16, 33, 34, and 47 of Village 1 and Lot 7 of Village 2: A single-family residence, and related accessory uses permitted by the R-1 Zone District, as amended are permitted uses, and uses permitted with an approved use permit as described in the R-1 Zone District are permitted if a use permit is first approved. A revision to this PD Zone District must be found consistent with the General Plan.

All other lots: A half-plex (one of two attached residences divided by a property line through the building) on each of two adjoining lots and related accessory uses permitted in the R-2 Zone District are permitted uses, as amended, and uses permitted with an approved use permit as described in the R-2 Zone District, as amended, are permitted if a use permit is first approved.

Development Standards.

All development standards in the R-2 Zone District, as amended, apply to these properties, except as provided below:

Development & Design Standards	
Minimum Lot Size	Single-family residential lot – 5,000 square feet.
	Half-plex residential lot – 3,000 square feet for interior lots, 3,500 square feet for corner lots.
Maximum Percentage Lot Coverage	Single-family residential lot – 45%.
	Half-plex lot – 60% for single-story, 40% for two story.
Minimum Lot Width	Single-family lot – 45 feet, accept cul de sac lots and lots on an outside curve shall be 45 feet at the rear of the front yard.
	Half-plex lots – 30 feet.

Minimum Lot Depth	85 feet.	
Minimum Yards	Front - 15 feet, except garages must be 20 feet, except Lot 34 a garage may be 18.5 feet.	
	Interior Side:	Single-family residence – 5 feet
		Half-plex – 3 feet, except it is a zero yard between attached residences.
	Street side	10 feet
	Rear	25 feet or 20% of the total lot depth, whichever is less.
Lot length to width ratio	For half-plex lots it shall be a maximum of 3.5/1.	
Landscaping	Each lot shall have a completed front yard landscaping that is approved by the Development Services Director, prior to issuance of a certificate of occupancy.	

2.10. Surrounding Land Uses and Setting

Setting: The 9.16-acre flat property formerly contained a mobile home park but has been cleared of all residences and vegetation prior to the application being filed.

Table 1: Bordering Uses	
North:	Duplexes.
South:	Retail center and small lot single-family residences.
East:	The southern portion of the east side of the Project has the rear of a retail center backing onto it; the north half fronts onto Walton Avenue with a vacant multiple-family residential designated property across the street.
West:	Multiple-family residences (apartments).

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
Signature

Doug Libby, AICP, Deputy Director of Development Services

April 26, 2023

Date

2.14 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 approximately 7 miles northwest of the Project site, are visible from much of 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. The Design Guidelines however do not apply to duplex/half-plex facilities but do apply to the design of the subdivision.

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 vicinity 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 designated scenic areas within the vicinity, so there would not be impacts on a designated scenic area.

The primary view of the subdivision will be from the Walton Avenue passersby. Within the urban area such as this, views of the Sutter Buttes are limited due to other development and trees. As such any views of the Buttes would be only coincidental where there are breaks in the developments. Once the Project is completed the view from Walton Avenue will be of the property frontage, which will be tree lined landscaping with a decorative masonry wall in back of that, which would be typical of other wall lined and landscaped subdivisions within the City. This is consistent with the City's adopted subdivision design guidelines; thus, the impacts would be less than significant.

b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?

There are no state or locally recognized scenic highways nearby. The property was cleared of buildings and vegetation prior to this review. There are no rock outcroppings, trees, or historic buildings on the property. There would be no impact on scenic resources.

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 site is within the urbanized area. The proposed half-plexes will meet all General Plan and Zoning standards with the addition of the PD₁₈ Zone District. Thus, the impacts 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 site is within the urban area where street lighting and exterior building lighting is prevalent. Development of these properties will add residential lighting and potentially a new streetlight to this area. As the new lighting will be similar to what already exists in the vicinity, the impacts from Project lighting will be less than significant.

There will also be a six-foot masonry wall, trees, and landscaping along the frontage that will minimize the interior lighting visible from Walton Avenue traffic. Also, any new street lighting would be consistent with other nearby street lighting.

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 is approximately 9.16-acres, much of which was utilized as a mobile home park that has since been removed. The 2018 Department of Conservation Important Farmland Map for Sutter County identifies the Project site as “Urban and Built Up Land.” The Project site is not considered to have Prime Farmland, Farmland of Statewide Importance or Unique Farmland. The site is within the boundaries of the Yuba City urban area, surrounded by residential and commercial uses. Due to the property’s non-agricultural designation by the state and because it is designated by the General Plan for urban uses, and because it has been previously developed as a mobile home park, the property is not considered agricultural land so there will be no impact from the loss of agricultural land.

b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?

The proposed Project site and surrounding area is currently zoned for urban type uses and is not under a Williamson Act contract. There will therefore be no impact related to a Williamson Act contract.

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 likely utilized for agriculture in the past. Many years ago, a mobile home park was constructed on the site, but has since been removed. The site has been designated for urban uses by the City for many years. There is no

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?

The proposed Project is within the urban area and previously developed as a mobile home park, which has since been removed. There are no forestlands on the Project site or in the vicinity. See Part a) above for discussion on the loss of agricultural land.

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	

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 (NOX): 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 NOX 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 (NO_x) 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?

Development of the site will include site grading and construction of 66 half-plexes and six single-family residences. As such, grading the site would briefly create equipment exhaust and fugitive dust from this activity. Ongoing air quality impacts will be from exhaust generated by vehicle traffic from the new residences. Standards set by FRAQMD, CARB, and Federal agencies relating to the proposed Project will apply to this Project. Prior to the initiation of construction, a Fugitive Dust Control Plan would be submitted to FRAQMD as a part of standard measures required by the District. An Indirect Source Review (ISR) application will be filed with the Air District to address emissions from construction.

Since the developer(s) of the Project must prepare an air quality analysis and incorporate 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?

Any development that would result from this RZ/TSM would generate some criteria pollutants during its construction and from vehicle traffic generated by the new development. However, 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.

There are no sensitive receptors 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.

Due to the temporary nature of construction, and assuming all FRAQMD criteria is met as required, and that there are no nearby sensitive receptors, air quality impacts would be less than significant.

d) Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?

Construction of residences 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 states 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 9.16 acres is vacant, haven previously been cleared of the mobile home park and all vegetation, and it is within the urbanized area. The property is surrounded by both residential and commercial urban uses. There are no riparian areas or known critical habitat areas on-site or in the vicinity.

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?*

Please see the response for b) below for this item.

- 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 are no nearby waterways or other water bodies or riparian areas on this property or nearby. Additionally, the property was cleared of trees and other vegetation prior to this review and is

substantially surrounded by existing urban development. Therefore, the impact on biological resources by this project is considered to be a less than significant impact.

c) Have a substantial adverse effect on states 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, being several miles to the east. Therefore, migratory fish would not be affected. Nor are there any trees remaining on the property. 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?

No native trees or other biological resources that would be protected by local policies or ordinances exist on the Project site. The EIR prepared for the General Plan did not identify any critical species in the vicinity. As such, the impacts on biological resources caused by this Project will be less than significant.

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 dedicated 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

No tribal comments were received.

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 are no remaining structures on the property. Therefore, the potential impacts on any historical resources are less than significant.

b) Cause a substantial adverse change in the significance of an archeological resource pursuant to § 15064.5.

See c) below.

c) Disturb any human remains, including those interred outside of dedicated cemeteries?

The property previously was used as a mobile home park, but the approximately 9.16-acre property has been cleared of all buildings and structures. No dedicated cemeteries or other places of human internment are likely to exist on the Project site. However, there still remains the potential for previously unknown sub-surface resources to be present. In order to avoid potential impacts to unknown remains, a mitigation measure is provided in Section 3.18 to ensure impacts on any remaining historical resources or Native American cultural resources 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?

Site preparation, grading and construction would 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 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 would be 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 duplexes and single-family residences, the main sources of energy consumption would be ongoing residential activities and vehicle usage. However, as FRAQMD did not comment on this Project, the impacts from the new uses and associated vehicle traffic would be less than significant.

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?

Development that could result from this Project would be required to be consistent with applicable state and local plans for increased energy efficiency. Thus, the Project's impacts would 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 create 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 the California Building Code 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 create 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.*

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 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 and the building codes reduce the potential impacts to less than significant.

- 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 less than significant.

iv. Landslides?

According to the Environmental Impact Report prepared for the General Plan, due to the flat topography, erosion, landslides, and mudflows are not considered to be a significant risk in the City limits or within the City's Sphere of Influence and as a result, no impacts are anticipated for this application.

b) Result in substantial soil erosion or the loss of topsoil?

Development of the site that could result from this RZ/TSM would result in all of the site being 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/Sutter County drainage system. However, as part of the grading and construction, 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 will be 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?

See b) above.

d) Be located on expansive soil, as defined in the California Building Code 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.

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?

The 72 new residences that will result from this RZ/TSM 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 for 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: 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 530-822-5145.

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 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) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?

See b) below.

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 site preparation, grading, and construction of the halfpexes/duplexes and five single-family residences will generate GHG emissions due to the use of motorized construction equipment. The emissions will be from construction equipment during the construction of the subdivision. 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 to 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?

See b) below.

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 primary hazardous materials associated with the proposed 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 only anticipated hazardous waste 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?*

There is not a school within one-quarter mile of the proposed subdivision. Therefore, there is not a potential for any impacts on a school from hazardous materials.

- 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?*

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 Sutter County Airport Comprehensive Land Use Plan, nor is it within two miles of a public use airport.

- f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?*

The Yuba City Fire Department and Police Department serve this area. Neither agency has expressed concern over impacts the Project may have on any emergency response plans. Accordingly, the impacts on emergency response or emergency evacuations plans will be less than significant.

- g) Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?*

The Project site is located within the Yuba City urban area and the Yuba City urban area is surrounded by irrigated agricultural lands. There are no wildlands on the site or in the immediate vicinity. Accordingly, impacts from exposure to potential wildland fires will be less than significant.

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; or			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 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 that will be constructed 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 Project will flow into the City wastewater treatment facility which is in compliance with all state water discharge standards. As such, wastewater 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 drain into the Live Oak Canal and ultimately into 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.

With the level of oversight on the City's water supply, and enforcement of Best Management Practices at construction sites, potential impacts on the City's water and waste-water systems or storm water drainage system from this RZ/TPM is less than significant.

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 proposed 72 new residences will be connected to the City's water system. While consumer 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.

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?

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 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 the new subdivision which will ultimately drain into the Feather River. The Project will be required to construct the local collection facilities and pay the appropriate fees to Yuba City for its fair share of improvements and expansion to the existing drainage system that it will be connected too. Also, as noted above, all new construction must involve use of Best Management Practices. Assuming all required standards are met impacts from additional storm water drainage from the site will be less than significant.

lv) 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, the Project's impacts on high-water flows within the Feather River levee system will be less than significant.

d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?

According to the Federal Emergency Management Agency, this portion of the City is outside of the 100-year flood plain. The City is not close to the ocean or any big 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 tsunamis. 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, or mudflow or landslide. Therefore, there is no potential for significant impacts from any of these types of events.

e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?

Regarding impacts on a groundwater management plan, the City primarily utilizes surface water from the Feather River for its water supply, so any impact on groundwater would be less than significant. Regarding water quality, as noted in Part a) above, all new construction is required to utilize of Best Management Practices. Assuming all required standards are met the impacts to stormwater runoff water from this subdivision will be less than significant. 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 property was previously utilized as a mobile home park but was previously cleared of all development and vegetation. The area abuts a mix of multiple-family and single-family residential uses and commercial uses. The General Plan and zoning have planned this property for duplex/half-plex development since its adoption in 2004, potentially longer. Half-plexes are not out of place within this eclectic area as their impacts due to their density and use is between single-family and multiple-family uses.

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?

This is an infill development that is consistent with the General Plan and the use fits the zoning applied to the property (The rezoning is more to resolve a technical problem of duplexes vs. half-plexes). As the previous use of this site was a mobile home park, the proposed half-plexes are of a similar density. The half-plexes are expected to be compatible with the neighboring duplexes and multiple-family residential uses and are likely beneficial to the nearby commercial activities (more shoppers). As a result, there are no impacts anticipated by this proposed project regarding dividing an established community.

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?

The Project is consistent with the General Plan and the uses allowed by the zoning. The proposed PD zoning is intended to allow half-plexes instead of duplexes, but the Project will still be at a lower density than the neighboring apartments. The subdivision will also meet all City design and development standards. As such there are no conflicts with policies or programs that would cause any environmental impacts.

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?

See b) below.

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 property contains no known mineral resources and there is little opportunity for mineral resource extraction. 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. Additionally, the site has nearby residential uses, which generally is considered incompatible with mineral extraction facilities. As such the Project will not have an impact on mineral resources.

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 Plan 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.
- 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.

Figure 1: 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 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 2, 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 2: Noise Levels of Typical Construction Equipment		
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. As such the new residences are not expected in any significant way to raise the ambient noise levels in the surrounding residential neighborhood.

For these reasons, the noise impacts from adding new residences to a residential area is expected to be less than significant.

- 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 3 describes the typical construction equipment vibration levels.

Table 3: Typical Construction Vibration Levels	
Equipment ⁽¹⁾	VdB at 25 ft ²
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 3 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 will 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 within an airport land use plan. There are no public or private airports or airfields located in this vicinity. Therefore, this impact is not applicable to the Project.

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 was previously utilized as a mobile home park but has been cleared of all development and vegetation. The area abuts a mix of multiple-family and single-family residential uses and commercial uses. The General Plan and zoning have planned this property for residential densities consistent with duplex/half-plex development. Half-plexes are not out of place within the exiting eclectic area as their level impacts due to their density and use is between single-family and multiple-family uses.

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 five years (eight following implementations of Senate Bill [SB] 375), 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 adopted its current Housing Element in 2013.

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

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.

3.14.5 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 General Plan designates this property for this type of residential use and density, and all City services are available to the property. Further, the proposed use is compatible with neighboring development. Therefore, there will not be unplanned growth resulting from this Project and no impacts are anticipated.

b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?

There was a mobile home park on this site that was removed prior to this Project proposal. As such there will not be any residences lost as a result of this Project.

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) 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 development 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 may be utilized by new residents, including streets, water, sewer stormwater drainage will also be provided by Yuba City. The nearby Tierra Buena School and River Valley High School are part of the Yuba City Unified School District.

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:

- i. **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.
- ii. **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.
- iii. **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.
- iv. **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.
- v. **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. Therefore, the impact on other public facilities will be less than significant.

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) 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?*

See b) below.

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?*

This Project's 72 new residences will have access to the City's park system, thus increasing park usage. The City, however, charges a park impact fee for each new residence, to be utilized to purchase parkland and construct new parks in proportion to growth of the community. This fee is intended to offset the impact on parks as it provides for expansion of the City's park system. There will be a development agreement accompanying this subdivision that, if approved, will provide additional funding for neighborhood parks. Therefore, due to the park fees the impact on parks from this Project will be less than significant.

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
a) Conflict with a program, plan, ordinance, or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities?			X	
b) 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. 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 proposed subdivision is within an existing suburban area, much of which is already built out. The sole ingress and egress to this property is Walton Avenue. There was formerly a mobilehome park on this property which generated similar amounts of traffic onto Walton Avenue. As such, any increase in auto traffic will be minimal. Walton Avenue and the nearest intersections, Walton Avenue/Bridge Street and Walton Avenue/Franklin Road are within acceptable City level of service standards and are not expected to deteriorate below these standards by the traffic generated by this proposal. This Project will also be providing all pedestrian and bicycle improvements onto Walton Avenue. Since the traffic generated by this Project meets all City standards, traffic impacts on Walton Avenue and neighboring intersections will be less than significant.

b) 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 considered any further 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 the Project 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 are 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)?

As this Project will replace a mobile home park on the property the quantity of traffic will not be significantly different. The Public Works review of the Project did not indicate that there are any street design issues on nearby streets. Therefore, any increase in street hazards generated by this Project are less than significant.

d) Result in inadequate emergency access?

The Fire and Police Departments have reviewed the Project plans and did not express concerns about emergency access to the property. Therefore, the impacts on emergency services will be less than significant.

3.18 Tribal Cultural Resources

Table 3-18: Tribal Cultural Resources

	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

- Ethnographic overview of the Nisenan culture.
- Environmental Impact Report for the City of Yuba City General Plan (2004).
- Consultation record with California Native American tribes under Assembly Bill 52 and Senate Bill 18.

3.18.2 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.

3.18.3 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.

3.18.4 Summary of Native American Consultation

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

3.18.6 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).

See b) below.

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 City solicited consultation with culturally affiliated California Native American tribes (regarding the proposed project in accordance with AB 52 to which no tribes responded. No known TCRs have been identified (as defined in Section 21074) within the proposed project area. Given the level of previous disturbance within the Project area, it is not expected that any TCRs would remain. However, during grading and excavation activities, there is a potential to encounter native soils, which may contain undiscovered TCRs. In the unlikely event resources are discovered during ground disturbing activities that are associated with Native American culture, compliance with the TCR Mitigation Measures provided below would reduce the potential impacts to a less than significant level.

3.18.8 Tribal Cultural Mitigation Measure

Tribal Cultural Resources Mitigation 1: 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. 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.

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 projected demand in addition to the 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

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.

Wastewater: Yuba City owns, operates, and maintains the wastewater collection, treatment, and disposal system that provides sewer service to approximately 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.

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?

See b) below.

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.

For both facilities there are City 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. A drainage analysis was prepared for this Project and reviewed by Public Works Dept., determining that the stormwater drainage system was adequate for this Project, and also that the developer must pay fees for their fair share of future improvements to the system. As such, the impacts on the stormwater drainage system will be less than significant.

The extension of electric power facilities, natural gas facilities and telecommunication facilities 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 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 projected demand in addition to the 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.

See e) below.

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, this Project is not expected to substantially obstruct emergency vehicles or any evacuations that may occur in the area. Therefore, the impacts of the project related to emergency response or evacuations would 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 within the Yuba City urban area with no, native vegetation remaining, and the Yuba City 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 would 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 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) 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)			X	
c) Does the project 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 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 and more recently a mobilehome park was removed from the property. The property is currently vacant of buildings and vegetation and there are no waterways or nearby riparian areas. Therefore, this Project 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.

The traffic generated by the development is within 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. As this Project is within the urban area there will not be a loss of agricultural land. 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 impacts that will be individually limited but that will create significant cumulative impacts.

- 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 with its mitigation measures will 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:

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.

Sacramento Area Council of Governments. Hex Maps. Work VMT-2020 MTP/SCS (Adopted).

California Department of Conservation, Division of Land Resource Protection (CDC DLRP). 2014. Farmland Mapping and Monitoring Program – Sutter County Important Farmland 2012. August 2014.

California Department of Conservation, Division of Land Resource Protection (CDC DLRP). 2013. Sutter County Williamson Act FY 2013/2014.

Carollo. 2011. City of Yuba City 2010 Urban Water Management Plan. June 2011.

Yuba City, City of. 2016. City of Yuba City Municipal Code.

https://www.municode.com/library/ca/yuba_city/codes/code_of_ordinances

Dyett & Bhatia. 2004. City of Yuba City General Plan. Adopted April 8, 2004.

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/>

California Department of Conservation, Division of Land Resource Protection Farmland Mapping and Monitoring Program – Sutter County Important Farmland Map.

Federal Emergency Management Agency (FEMA), Flood Insurance Rate Maps.

Carollo. 2011. City of Yuba City 2010 Urban Water Management Plan. June 2011.

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.

California Department of Transportation (Caltrans). 2011. California Scenic Highway Mapping System website. Updated September 7, 2011. Available at http://dot.ca.gov/hq/LandArch/16 livability/scenic_highways/index.htm

Appendix A

MITIGATION MEASURES AND MONITORING PLAN

West Walton Village

Initial Study and Mitigated Negative Declaration EA 23-02
For Tentative subdivision Map 23-01 and Rezoning PD18

City of Yuba City
MITIGATION MEASURES AND MONITORING PLAN
West Walton Village

Initial Study and Mitigated Negative Declaration EA 23-02
For Tentative subdivision Map 23-01 and Rezoning PD₁₈

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	Developer	Public Works Dept., Development Services Dept.	During construction phase

	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.	Developer	Development Services Dept.	Prior to issuance of building permits.
3.5. Cultural Resources; 3.18. Tribal Cultural Resources	Tribal Cultural Resources Mitigation 1: 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.	Developer	Public Works Dept., Development Services Dept	During construction phase

	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. 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 52 has been satisfied.			
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CITY OF YUBA CITY
STAFF REPORT

Date: July 18, 2023
To: Honorable Mayor & Members of the City Council;
From: Administration Department
Presentation By: Diana Langley, City Manager

Summary

Subject: Designation of Voting Delegates for the League of California Cities Annual Conference in September 2023

Recommendation: Designate Mayor Wade Kirchner to serve as the Voting Delegate for the 2023 League of California Cities Annual Conference in September 2023, and designate Vice Mayor Shon Harris to serve as an alternate

Fiscal Impact: \$600 for conference registration per attendee

Purpose:

To ensure that Yuba City has a voice regarding policy direction at the 2023 League of California Cities (LOCC) Annual Conference.

Council's Strategic Goal:

As the LOCC is influential in regard to legislative affairs, the City Council's participation in the Annual Conference addresses all of the Council's Strategic Goals.

Background:

The LOCC Annual Conference is being held September 20-22, 2023, in Sacramento. An important part of the Annual Conference is the Annual Business Meeting, scheduled for Friday, September 22nd. At this meeting, the LOCC membership considers and takes action on resolutions that establish LOCC policy.

Analysis:

In order to vote at the Annual Business Meeting, the City Council must designate a voting delegate. An alternate voting delegate may also be appointed. The LOCC's bylaws state that designating a voting delegate and alternate must be done by City Council action and cannot be accomplished by the individual action of the Mayor or City Manager. The names of the voting delegate and alternate must be submitted to the LOCC by August 28th.

Fiscal Impact:

The registration fee for the LOCC Annual Conference is \$600 per attendee, and funds were included in the FY 23/24 budget for the Mayor and Vice Mayor to attend the Annual Conference.

Alternatives:

Designate another Councilmember as the Voting Delegate or alternate.

Recommendation:

Designate Mayor Wade Kirchner to serve as the Voting Delegate for the 2023 League of California Cities Annual Conference in September 2023, and designate Vice Mayor Shon Harris to serve as an alternate.

Attachments:

1. Attachment 1 - LOCC Annual Conference Voting Delegate Packet

Prepared By:
Diana Langley
City Manager

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1



Council Action Advised by August 28, 2023

DATE: Wednesday, June 21, 2023

TO: Mayors, Council Members, City Clerks, and City Managers

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference and Expo, Sept. 20-22, 2023,
Sacramento SAFE Credit Union Convention Center**

Every year, the League of California Cities convenes a member-driven General Assembly at the [Cal Cities Annual Conference and Expo](#). The General Assembly is an important opportunity where city officials can directly participate in the development of Cal Cities policy.

Taking place on Sept. 22, the General Assembly is comprised of voting delegates appointed by each member city; every city has one voting delegate. Your appointed voting delegate plays an important role during the General Assembly by representing your city and voting on resolutions.

To cast a vote during the General Assembly, your city must designate a voting delegate and up to two alternate voting delegates, one of whom may vote if the designated voting delegate is unable to serve in that capacity. Voting delegates may either be an elected or appointed official.

Please complete the attached voting delegate form and email it to Cal Cities office no later than Monday, August 28.

New this year, we will host a pre-conference information session for voting delegates to explain their role. Submitting your voting delegate form by the deadline will allow us time to establish voting delegate/alternate records prior to the conference and provide pre-conference communications with voting delegates.

Please view Cal Cities' [event and meeting policy](#) in advance of the conference.

Action by Council Required. Consistent with Cal Cities bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council.

Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.



Conference Registration Required. The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration is open on the [Cal Cities](https://calcities.org) website.

For a city to cast a vote, one voter must be present at the General Assembly and in possession of the voting delegate card and voting tool. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the voting delegate desk. This will enable them to receive the special sticker on their name badges that will admit the voting delegate into the voting area during the General Assembly.

Transferring Voting Card to Non-Designated Individuals Not Allowed. The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the General Assembly, they may *not* transfer the voting card to another city official.

Seating Protocol during General Assembly. At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.

The voting delegate desk, located in the conference registration area of the SAFE Credit Union Convention Center in Sacramento, will be open at the following times: Wednesday, Sept. 20, 8:00 a.m.- 6:00 p.m. and Thursday, Sept. 21, 7:30 a.m.- 4:00 p.m. On Friday, Sept. 22, the voting delegate desk will be open at the General Assembly, starting at 7:30 a.m., but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to Cal Cities office by Monday, Aug. 28. If you have questions, please contact Zach Seals at zseals@calcities.org.

Attachments:

- General Assembly Voting Guidelines
- Voting Delegate/Alternate Form
- Information Sheet: Cal Cities Resolutions and the General Assembly

General Assembly Voting Guidelines

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to Cal Cities policy.
2. **Designating a City Voting Representative.** Prior to the Cal Cities Annual Conference and Expo, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the voting delegate form provided to the Cal Cities Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the voting delegate desk in the conference registration area. Voting delegates and alternates must sign in at the voting delegate desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the General Assembly.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the credentials committee at the voting delegate desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in their possession the city's voting card and voting tool; and be registered with the credentials committee. The voting card may be transferred freely between the voting delegate and alternates but may not be transferred to another city official who is neither a voting delegate nor alternate.
6. **Voting Area at General Assembly.** At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.
7. **Resolving Disputes.** In case of dispute, the credentials committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the General Assembly.



CITY: _____

2023 ANNUAL CONFERENCE VOTING DELEGATE/ALTERNATE FORM

Please complete this form and return it to Cal Cities office by Monday, August 28, 2023. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

To vote at the General Assembly, voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the General Assembly. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the voting delegate desk.

1. VOTING DELEGATE

Name: _____

Email: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

Email: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

Email: _____

ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: _____ Email: _____

Mayor or City Clerk: _____ Date: _____ Phone: _____
(circle one) (signature)

Please complete and email this form to votingdelegates@calcities.org by Monday, August 28, 2023.

How it works: Cal Cities Resolutions and the General Assembly

Developing League of California Cities policy is a dynamic process that engages a wide range of members to ensure that we are representing California cities with one voice. These policies directly guide Cal Cities advocacy to promote local decision-making, and lobby against statewide policy that erodes local control.

The resolutions process and General Assembly is one way that city officials can directly participate in the development of Cal Cities policy. If a resolution is approved at the General Assembly, it becomes official Cal Cities policy. Here's how Resolutions and the General Assembly works.

Prior to the Annual Conference and Expo

General Resolutions



Sixty days before the Annual Conference and Expo, Cal Cities members may submit policy proposals on issues of importance to cities. The resolution must have the concurrence of at least five additional member cities or individual members.

Policy Committees



The Cal Cities President assigns general resolutions to policy committees where members review, debate, and recommend positions for each policy proposal. Recommendations are forwarded to the Resolutions Committee.

During the Annual Conference and Expo

Petitioned Resolutions



The petitioned resolution is an alternate method to introduce policy proposals during the annual conference. The petition must be signed by voting delegates from 10% of member cities, and submitted to the Cal Cities President at least 24 hours before the beginning of the General Assembly.

Resolutions Committee



The Resolutions Committee considers all resolutions. General Resolutions approved¹ by either a policy committee or the Resolutions Committee are next considered by the General Assembly. General resolutions not approved, or referred for further study by both a policy committee and the Resolutions Committee do not go the General Assembly. All Petitioned Resolutions are considered by the General Assembly, unless disqualified.²

General Assembly



During the General Assembly, voting delegates debate and consider general and petitioned resolutions forwarded by the Resolutions Committee. Potential Cal Cities bylaws amendments are also considered at this meeting.

Who's who

Cal Cities policy development is a member-informed process, grounded in the voices and experiences of city officials throughout the state.

The **Resolutions Committee** includes representatives from each Cal Cities diversity caucus, regional division, municipal department, policy committee, as well as individuals appointed by the Cal Cities president.

Voting delegates are appointed by each member city; every city has one voting delegate.

The **General Assembly** is a meeting of the collective body of all voting delegates — one from every member city.

Seven **Policy Committees** meet throughout the year to review and recommend positions to take on bills and regulatory proposals. Policy committees include members from each Cal Cities diversity caucus, regional division, municipal department, as well as individuals appointed by the Cal Cities president.

What's new in 2023?



- Voting delegates will receive increased communications to prepare them for their role during the General Assembly.
- The General Assembly will take place earlier to allow more time for debate and discussion.
- Improvements to the General Assembly process will make it easier for voting delegates to discuss and debate resolutions.

¹ The Resolution Committee can amend a general resolution prior to sending it to the General Assembly.

² Petitioned Resolutions may be disqualified by the Resolutions Committee according to Cal Cities Bylaws Article VI. Sec. 5(f).

CITY OF YUBA CITY
STAFF REPORT

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

Summary

Subject: SACOG Fund Exchange Agreement (Authorization to execute)
Recommendation: Adopt a Resolution authorizing the City Manager to execute a Fund Exchange Agreement with the Sacramento Area Council of Governments agreeing to have federal funds be de-programmed from the Bridge Street Reconstruction Development Phase project and re-programmed to the Walton Avenue Complete Streets project
Fiscal Impact: Potential schedule and cost savings for City and outside agencies resulting from elimination of federal requirements for one City project.

Purpose:

To improve efficiencies in managing, designing, and constructing transportation projects receiving Sacramento Area Council of Governments (SACOG) grant funding.

Council's Strategic Goal:

This project addresses the City Council's Strategic Goal of improving the City's infrastructure.

Background:

The City received grant funding for the Bridge Street Reconstruction Development Phase project in the amount of \$250,000 from SACOG in the 2019 Funding Round. The scope of this project involves completing the environmental and design phases of improvements to Bridge Street between State Route 99 and Gray Avenue.

The Walton Avenue Complete Streets project received \$3,750,000 from SACOG in the 2021 Regional Funding Program and \$300,000 in Community Design Grant funds re-programmed from the Butte House Road Complete Streets project. It also has at least \$1,000,000 of local funds committed to it for the construction phase. This amount is susceptible to required increases during the design of the project.

SACOG offers its member agencies the opportunity to reduce the number of its federalized projects. A benefit of this program is that it could enable the City to save money and time by delivering more projects with local funds and eliminate any federal funding requirements. For any projects that already

have federal funds, adding more federal funds will not affect the delivery or timeline.

Analysis:

Rather than deliver the Bridge Street Reconstruction Development Phase project with Surface Transportation Block Grant Program (STBGP) funds, staff requests to de-program those funds and re-program the project with local funds. SACOG would, in turn, re-program the Walton Avenue Complete Streets project with an additional \$250,000 in federal funds. By exchanging the grant funding from the Bridge Street Reconstruction Development Phase project with the local funds from Walton Avenue Complete Streets project, the local funding required to deliver the Walton Avenue Complete Streets project will be reduced by \$250,000 while also eliminating the federal requirements for the Bridge Street Reconstruction Development Phase project.

Staff is requesting authorization for the City Manager to execute the Fund Exchange Agreement with SACOG agreeing to the transfer of funds.

Fiscal Impact:

The transfer of funds between the two projects results in no net fiscal impact. However, there is potential schedule and cost savings for City and outside agencies resulting from elimination of federal requirements for the Bridge Street Reconstruction Development Phase project.

Alternatives:

Do not authorize the City Manager to execute the agreement to have funds transferred and deliver the projects as currently programmed.

Recommendation:

Adopt a Resolution authorizing the City Manager to execute the Fund Exchange Agreement with Sacramento Area Council of Governments agreeing to have federal funds de-programmed from the Bridge Street Reconstruction Development Phase project and re-programmed to the Walton Avenue Complete Streets project.

Attachments:

1. Resolution - SACOG Fund Exchange Agreement

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
AUTHORIZING THE CITY MANAGER TO EXECUTE A FUND EXCHANGE AGREEMENT WITH
THE SACRAMENTO AREA COUNCIL OF GOVERNMENTS (SACOG) AGREEING TO HAVE
FEDERAL FUNDS BE DE-PROGRAMMED FROM THE BRIDGE STREET RECONSTRUCTION
DEVELOPMENT PHASE PROJECT AND RE-PROGRAMMED TO THE WALTON COMPLETE
STREETS PROJECT**

WHEREAS, the City of Yuba City (City) received grant funding from SACOG in the 2019 Funding Round in the amount of \$250,000 through the Surface Transportation Block Grant Program for the Bridge Street Reconstruction Development Phase project; and

WHEREAS, the City received grant funding from SACOG in the 2021 Regional Funding Round in the amount of \$3.75 million for the Walton Avenue Complete Streets project; and

WHEREAS, SACOG offers a Fund Exchange Agreement to improve the project delivery process for the two aforementioned projects by transferring the grant funding from the Bridge Street Reconstruction Development Phase project, which would allow the Bridge Street Reconstruction Development Phase project to be delivered without any federal funding requirements; and

WHEREAS, completing a project entirely with local funds would potentially save time and money, as well as benefit the public; and

WHEREAS, SACOG requires the City to formally execute the Fund Exchange Agreement for transfer of funds in order to facilitate the programming changes.

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 of the City of Yuba City does hereby authorize the City Manager to execute the Fund Exchange Agreement (attached as Exhibit A) with the Sacramento Area Council of Governments requesting that federal funds be de-programmed from the Bridge Street Reconstruction Development Phase project and re-programmed to the Walton Avenue Complete Streets project.
3. 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 July, 2023.

AYES:

NOES:

ABSENT:

Wade Kirchner, Mayor

Ciara Wakefield, City Clerk Administrator

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY:

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

Attachment(s):

- A. Exhibit A – Fund Exchange Agreement

EXHIBIT A

[Date]

James Corless, Executive Director
Sacramento Area Council of Governments (SACOG)
1415 L Street, Suite 300
Sacramento, CA 95814

RE: Fund Exchange for Yuba City Projects

Dear Mr. Corless:

This letter confirms the agreement between Yuba City (City) and the Sacramento Area Council of Governments (SACOG) for a fund exchange between projects to consolidate federal funds into fewer projects.

SACOG ID	Project Name	SACOG Funds	Local Funds
SUT56276	Bridge Street Reconstruction Development Phase	\$250,000	
SUT56278	Walton Avenue Complete Streets		\$250,000
	Total Amount	\$250,000	\$250,000

Background

Bridge Street Reconstruction Development Phase

This project received \$250,000 from SACOG in the 2019 Funding Round. Rather than deliver this with Surface Transportation Block Grant Program funds, the City would like to remove the \$250,000 of STBGP and replace them with local funds. SACOG would, in turn take back the \$250,000 of STBGP funds and program the funds to Walton Avenue Complete Streets (SUT56278).

Walton Avenue Complete Streets

This project received \$4,050,000 from SACOG in the 2021 Regional Funding Program. It also has at least \$1,000,000 of local funds committed to it for the construction phase. Rather than deliver the project with the \$1,000,000 of local funds, the City would like to transfer \$250,000 of the local funds to the Bridge Street Reconstruction Development Phase project (SUT56278). The \$250,000 of local funds would be replaced with \$250,000 of STBGP funds from the Bridge Street Reconstruction Development Phase project (SUT56276).

Purpose of Fund Exchange

The primary purpose of this agreement is to allow City to reduce the number of its federalized projects. A benefit is that it could enable the City to save money and time by delivering the Bridge Street Reconstruction Development Phase project with local funds. Since Walton Avenue Complete Streets is already funded with federal funds, adding more funds will not affect its delivery or timeline.

Agreement

The City and SACOG now agree that SACOG will program \$250,000 in federal funds as follows:

1. De-program \$250,000 in STBGP funds from SUT56276,
2. Program \$250,000 in STBG to SUT26278.

Any unspent STBG on SUT26278 would be eligible for the City's use on other projects, contingent upon consistency with SACOG's Metropolitan Transportation Plan and timely delivery. SACOG agrees to complete this Metropolitan Transportation Improvement Program (MTIP) revision by July 20, 2023.

The City agrees to the terms of this agreement.

Diana Langley
City Manager
Yuba City

Date

I, the undersigned, concur with and agree to the terms stipulated in the above letter.

James Corless
SACOG
Executive Director

Date

CITY OF YUBA CITY
STAFF REPORT

Date: July 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: Anneka Sewer Replacement Project (Plans and Specifications)
Recommendation: Adopt a Resolution adopting a CEQA Class 1 Categorical Exemption, approving the plans and specifications for the Anneka Sewer Replacement Project and authorizing advertisement for bids on the project
Fiscal Impact: Engineer's Estimate: \$475,000 – Account No. 1104 (Recurring Collection or Rehabilitation System Projects)

Purpose:

To maintain the City's wastewater collection system operational effectiveness through proactive rehabilitation and major maintenance.

Council's Strategic Goal:

This project addresses the City Council's Strategic Goal of improving the City's Infrastructure.

Background:

The existing wastewater collection system in Yuba City is aging. In some cases, pipelines are beyond their service life and at or near failure. In an ongoing effort to replace failing sewer pipelines, a list of priority locations has been developed. This list combines pipeline segments highlighted on the 2020 Wastewater Master Plan and pipeline segments actively monitored by the City's maintenance crews.

Public Works maintenance crews utilize a Closed-Circuit Television (CCTV) truck to perform Television Inspections (TVI) of pipelines. Prior to performing TVI, the pipeline is cleaned via a process known as Hydro-cleaning which uses highly pressurized air and water jets to spray the pipe interior to remove debris.

Through ongoing maintenance of the sewer pipeline on Anneka Lane, Public Works Staff discovered the existing Vitrified Clay Pipe (VCP) segment contains large sections of pipe that are missing, cracked, sagging, and/or deteriorated to a point that further maintenance activity is impossible.

The proposed project would replace approximately 340 linear feet (LF) of VCP sewer pipe on Anneka Lane and install new manholes where appropriate.

Analysis:

The plans, specifications, and estimate for the Anneka Lane Sewer Replacement Project have been completed by Public Works staff. With Council approval of the plans and specifications and authorization to bid, staff anticipates the following schedule to complete the project:

Advertise for bid:	July 2023
Open bids:	August 2023
Award contract:	September 2023
Start of construction:	October 2023
Complete construction:	November 2023

The plans and specifications for the project are on file in the Public Works Department at City Hall and at www.yubacity.net/publicworksplans for review. The City's Public Works Department will perform construction management and inspection.

Fiscal Impact:

The estimated total project cost is approximately \$475,000. This estimate includes 20% contingency. Account No. 1104 (Recurring Collection or Rehabilitation System Projects) has approximately \$928,000. Detailed fiscal impacts and any appropriate transfers of funds will be presented to Council at the time of award based on actual bid amounts.

Environmental:

Staff has determined that this project falls within the Class 1 Categorical Exemption set forth in CEQA Guidelines Section 15301, as the replacement of existing sewer pipeline is defined as a repair, maintenance, or minor alteration of existing public facilities involving negligible or no expansion. Further, none of the exceptions to Categorical Exemptions set forth in CEQA Guidelines Section 15300.2 apply to this project.

Alternatives:

Do not approve the plans and specifications and delay the project. This may result in significant impacts to sewer service to City residents on Anneka Lane.

1. Direct staff to modify the proposed plans and specifications.

Recommendation:

Adopt a Resolution adopting a CEQA Class 1 Categorical Exemption, approving the plans and specifications for the Anneka Lane Sewer Replacement Project and authorizing advertisement for bids on the project.

Attachments:

1. Anneka Sewer Replacement RESOLUTION 23-06
2. Exhibit A - Project Exhibit

Prepared By:
Nick Menezes
Assistant Engineer

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
ADOPTING A CEQA CLASS 1 CATEGORICAL EXEMPTION, APPROVING
THE PLANS AND SPECIFICATIONS FOR THE ANNEKA LANE SEWER
REPLACEMENT PROJECT (23-06), AND AUTHORIZING ADVERTISEMENT
FOR BIDS ON THE PROJECT**

WHEREAS, the Public Works Department intends to solicit bids for construction of the Anneka Lane Sewer Replacement Project (23-06) (Project).

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

1. The City has performed a preliminary environmental assessment of this project relative to California Environmental Quality Act (CEQA) requirements and the City Council finds and determines that the project falls within the Class 1 Categorical Exemption set forth in CEQA Guidelines Section 15301, as the replacement of existing sewer pipeline is defined as a repair, maintenance, or minor alteration of existing public facilities involving negligible or no expansion. Further, none of the exceptions to Categorical Exemptions set forth in CEQA Guidelines Section 15300.2 apply to this project.
2. The plans and specifications for the Project are approved.
3. The Public Works Department is hereby authorized and directed to advertise for bids for the Project.

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 July 2023.

AYES:

NOES:

ABSENT:

Wade Kirchner, Mayor

ATTEST:

Ciara Wakefield, Deputy City Clerk

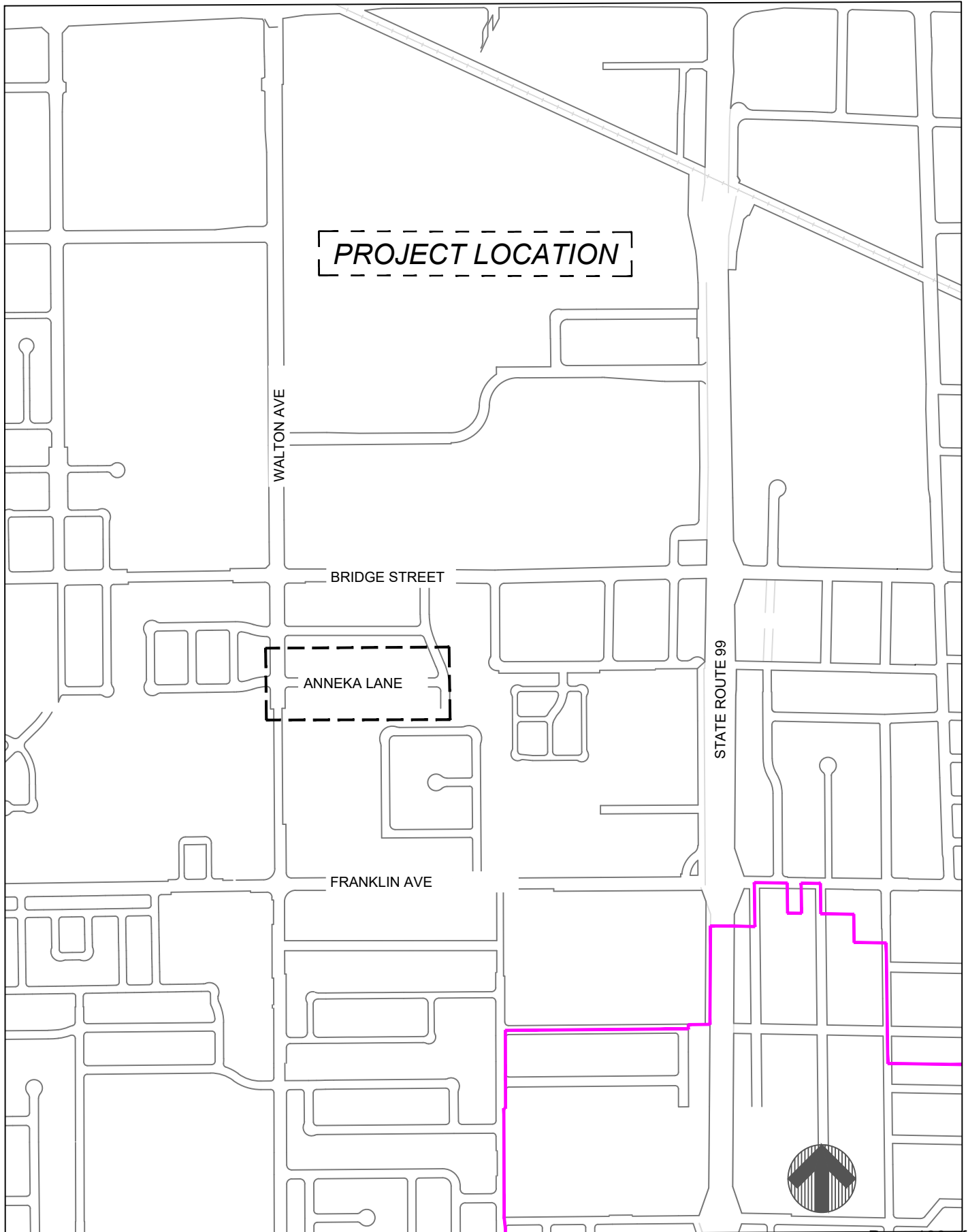
APPROVED AS TO FORM
COUNSEL FOR YUBA CITY:

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

Attachment(s):

A. Exhibit A – Project Exhibit

EXHIBIT A
PROJECT EXHIBIT
NTS



CITY OF YUBA CITY
STAFF REPORT

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

Summary

Subject: ADA Ramp and Sidewalk Improvements Project (Award Construction Contract)
Recommendation: Adopt a Resolution awarding a construction contract to FBD Vanguard Construction, Inc. of Livermore, CA in the amount of their total base bid plus bid alternative of \$347,536.00 for the ADA Ramp and Sidewalk Improvements Project
Fiscal Impact: \$441,036.00 – Total Project Cost
CIP Account No. 1220 (ADA Public Facilities Sidewalk Improvements)

\$347,536.00 – Contract Award Amount
\$76,000.00 – (22%) Construction Contingency
\$17,500.00 – (5%) Construction Management

Purpose:

To award the ADA Ramp and Sidewalk Improvements Project to continue to improve and maintain the City's infrastructure.

Council's Strategic Goal:

This project addresses the City Council's Strategic Goal of improving the City's infrastructure.

Background:

On July 17, 2012, the City adopted the *ADA Self-Evaluation & Transition Plan for the Public Right of Way* (Transition Plan). This Transition Plan identifies physical obstacles in Yuba City's public right-of-way facilities that limit accessibility of activities to individuals with disabilities. In addition, the Transition Plan describes methods to achieve ADA compliance and identifies priorities for implementation.

Using the priorities noted in the Transition Plan, as well as complaints logged through the City's YC311 system and directly with the Public Works Department, the ADA Ramp and Sidewalk Improvements Project scope of work includes the upgrade of 27 pedestrian access ramps and 497 square feet of sidewalk at locations shown on Attachment 2. This is also a part of the general repairs necessary to the upkeep of the City's sidewalk, curbs, and gutters and addresses City Council's Strategic Goal of improving the City's infrastructure.

On May 16, 2023, Council approved the plans and specifications for the ADA Ramp and Sidewalk Improvements Project and authorized the Public Works Department to advertise for bids.

Analysis:

The ADA Ramp and Sidewalk Improvements Project was advertised for bids beginning May 25, 2023. Plans and specifications were published on Public Purchase and provided to local builder/contractor exchanges. On June 20, 2023, four (4) bids were received and opened by the City Clerk. The bid opening list and Engineer's Estimate are shown below.

<i>Company</i>	<i>Total Base Bid</i>
1. FBD Vanguard	\$323,876.00
2. MCE Corporation	\$327,372.00
3. Central Valley Engineering & Asphalt, Inc.	\$416,669.00
4. Hyatt Contracting	\$428,274.00

<i>Engineers Estimate:</i>	<i>\$325,000.00</i>
----------------------------	---------------------

The project also contained an alternate bid schedule which included the construction of two additional ramps; though the project specifications required that the contract would be awarded based upon the Total Base Bid. FBD Vanguard Construction, Inc. was the low, responsible, and responsive bidder based upon Total Base Bid. Note that while the bid proposal provided all estimated quantities, units of measure, item prices, and total amount for each item, it did not include the base bid total amount of all items. However, this can be easily determined given the detailed bid information, the base bid plus the bid alternative grand total was included (which is what is proposed to be awarded), all numbers are internally consistent within the bid packet, and the bidder did not receive an advantage from this minor oversight.

As such, Staff recommends that FBD Vanguard Construction, Inc. be awarded a contract in the amount of their total base bid of \$323,876.00, plus their bid alternative in the amount of \$23,660, for a total contract amount of \$347,536.00.

Contract administration and inspection of the project will be performed by Public Works Department staff. Project construction is expected to begin in August 2023 and continue through October 2023.

Fiscal Impact:

The estimated total project cost is \$441,036.00, which consists of the following components:

Construction Contract:	\$ 347,536.00
Construction Contingency:	\$ 76,000.00
Construction Management:	\$ 17,500.00
Total:	\$ 441,036.00

Staff is requesting a contingency of \$76,000 and construction management of \$17,500. This equates to approximately 22% construction contingency and 5% construction management funds. Based on recent feedback from staff, the construction contingency was adjusted from the standard 15% to 22% to account for an additional two ramps along Stabler Lane that have recently been brought to staff's attention that are in need of rehabilitation. Additionally, there are several other unpredictable variables associated with this project, such as poor soil conditions, ADA constraints, and potential conflicts with utilities in the curb ramp areas.

The project will be funded through Capital Improvement Program (CIP) Account No. 1220 (ADA Public Facilities Sidewalk Improvements). Fund sources are:

Community Development Block Grant (CDBG) funds:	\$ 441,036.00
Streets and Roads funds:	\$ 0.00
Total:	\$ 441,036.00

Environmental:

City staff completed all necessary environmental documents required by the U.S. Department of Housing and Urban Development and has determined that the project is categorically excluded under 24 CFR 50.20(a)(1), special projects directed to the removal of material and architectural barriers that restrict the mobility of accessibility to elderly and persons with disabilities.

Staff has also performed a preliminary environmental assessment of this project relative to California Environmental Quality Act (CEQA) requirements and determined that it falls within the Class 1 Categorical Exemption set forth in CEQA Guidelines Section 15301, as concrete replacement and utility alignment adjustments within existing City facilities is defined as repairs, maintenance, or minor alterations of existing public facilities, involving negligible or no expansion. Further, none of the exceptions to Categorical Exemptions set forth in CEQA Guidelines 15300.2 apply to this project.

Alternatives:

Reject the bids, and either delay or cancel the project, which will result in a potential loss of CDBG funding or provide staff with alternative direction regarding priority locations.

Recommendation:

Adopt a Resolution awarding a construction contract to FBD Vanguard Construction, Inc. of Livermore, CA in the amount of their total base bid plus their bid alternative of \$347,536.00 and authorizing 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.

Attachments:

1. Resolution – ADA Ramp and Sidewalk Improvements Project
2. Project Location Map

Prepared By:
Fabiola Vazquez
Assistant Engineer

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
AWARDING A CONSTRUCTION CONTRACT TO FBD VANGUARD
CONSTRUCTION, INC. IN THE AMOUNT OF THEIR TOTAL BASE BID
PLUS BID ALTERNATIVE OF \$347,536.00 FOR THE ADA RAMP AND
SIDEWALK IMPROVEMENTS PROJECT**

WHEREAS, the City of Yuba City (City) advertised for bids for the City's ADA Ramp and Sidewalk Improvements Project; and

WHEREAS, in response to the advertisement, the City received four (4) bids for the ADA Ramp and Sidewalk Improvements Project in the following bid amounts:

<i>Company</i>	<i>Total Base Bid</i>
1. FBD Vanguard Construction, Inc.	\$323,876.00
2. MCE Corporation	\$327,372.00
3. Central Valley Engineering and Asphalt, Inc.	\$416,669.00
4. Hyatt Contracting, Inc.	\$428,274.00; and

WHEREAS, the City Public Works Department has reviewed the four bids, and examined FBD Vanguard Construction, Inc. 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 FBD Vanguard Construction, Inc. of Livermore, CA and enter into an agreement with FBD Vanguard Construction, Inc. to construct the ADA Ramp and Sidewalk Improvements Project including the bid alternative.

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

The City Council of the City of Yuba City does hereby accept the four bids received as noted above, finds that FBD Vanguard Construction, Inc. is the lowest responsive and responsible bidder, and awards the construction contract to FBD Vanguard Construction, Inc. in the total base bid plus bid alternative amount of \$347,536.00 for the ADA Ramp and Sidewalk Improvements Project. Said contract agreement shall substantially comply with the terms and conditions presented in the draft agreement attached to this Resolution, shall be subjected to review and approval as to legal form by the City Attorney, and the City Manager shall be authorized to execute the same on behalf of the City of Yuba City.

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 July 2023.

AYES:

NOES:

ABSENT:

Wade Kirchner, Mayor

ATTEST:

Ciara Wakefield, City Clerk Administrator

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY:

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

Exhibit(s):

A. (Draft) Agreement – Contract 1220-CON-23

EXHIBIT A

**CITY OF YUBA CITY
PUBLIC WORKS DEPARTMENT**

CONTRACT AGREEMENT

**ADA RAMP & SIDEWALK IMPROVEMENTS
CONTRACT NO. 1220-CON-23**

THIS AGREEMENT, made and concluded this ____ day of _____, 20____, between the City of Yuba City, party of the first part, and **FBD Vanguard Construction, Inc.**, Contractor, party of the second part.

ARTICLE I. – WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned to be made and performed by the said party of the first part under the conditions expressed in the two bonds bearing even date with these presents and hereunto annexed, the said party of the second part agrees with the said party of the first part, at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications to be furnished by said party of the first part, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of the Public Works Department, construction on various roads, all in accordance with the Special Provisions hereto annexed and also in accordance with the Standard Specifications of the State of California Department of Transportation dated 2022, the Standard Plans dated 2022, the “Labor Surcharge” and “Equipment Rental Rates” in effect on the date the work is accomplished, and the “General Prevailing Wage Rates” of the State of California Department of Transportation, which said Special Provisions, Standard Plans, Standard Specifications are hereby specially referred to and by such reference made a part hereof.

The Special Provisions and the project plans for the work to be done are entitled:

ADA RAMP & SIDEWALK IMPROVEMENTS

Which are hereby made part of this contract.

ARTICLE II. – The said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this Agreement; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City of Yuba City and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications and the requirements of the Engineer under them, to wit.

ARTICLE III. – The said party of the first part hereby promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices hereinafter set forth, and hereby contracts to pay the same at the time, in the manner and upon the conditions above set forth; and the said parties for

themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE IV. – By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which requires 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.

ARTICLE V. – It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE VI. – The City of Yuba City hereby employs Contractor to provide material and to do the work according to the terms and conditions herein contained and referred to for the following prices to be paid at the time, in the manner and upon the conditions hereinafter set forth.

ARTICLE VII. – The improvement contemplated in the performance of this contract is an improvement over which the City of Yuba City shall exercise general supervision.

ARTICLE VIII. – The statement of prevailing wages appearing in the General Prevailing Wage Rates is hereby specifically referred to and by this reference is made a part of this contract. It is further expressly agreed, by and between the terms of this instrument and the bid or proposal of said Contractor, that this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

**ADA RAMP & SIDEWALK IMPROVEMENTS PROJECT
CONTRACT NO. 1220-CON-23**

Bid Item	Item Description	Estimated Quantity	Unit of Measure	Item Price	Total Amount
1	Mobilization/Demobilization & Traffic Control	1	LS	\$52,296.00	\$52,296.00
2	Construct ADA-Compliant Curb Ramp (Includes concrete removal; utility lid adjustments as necessary; storm drainage grate, DI, and main relocation as necessary; signage relocation as necessary; installation of aggregate base as necessary; pavement restoration as necessary; striping and marking as necessary; and installation of new ADA-compliant curb ramp.)	25	EA	\$9,100.00	\$227,500.00
3	Construct Sidewalk	497	SF	\$40.00	\$19,880.00
4	Reconstruct Heavy Duty Driveway ST11 (Includes Pavement Restoration)	1	EA	\$4,000.00	\$4,000.00
5	Reconstruct Valley Gutter ST7 (Includes Pavement Restoration)	188	SF	\$50.00	\$9,400.00

6	Replace Benchmark ST13	4	EA	\$2,700.00	\$10,800.00
Base Bid Total = \$323,876.00					

Bid Alternate A – (Additional ADA-Compliant Curb Ramps)					
1	Construct ADA-Compliant Curb Ramp (Includes concrete removal; utility lid adjustments as necessary; storm drainage grate, DI, and main relocation as necessary; signage relocation as necessary; installation of aggregate base as necessary; pavement restoration as necessary; striping and marking as necessary; and installation of new ADA-compliant curb ramp.)	2	EA	\$11,830.00	\$23,660.00
Base Bid + Add Alternate A Total = \$347,536.00					

Approved as to legal form:

City Attorney
City of Yuba City

CITY OF YUBA CITY

Diana Langley
City Manager

Date

CONTRACTOR

Company Name

By and Title (signature)

Date

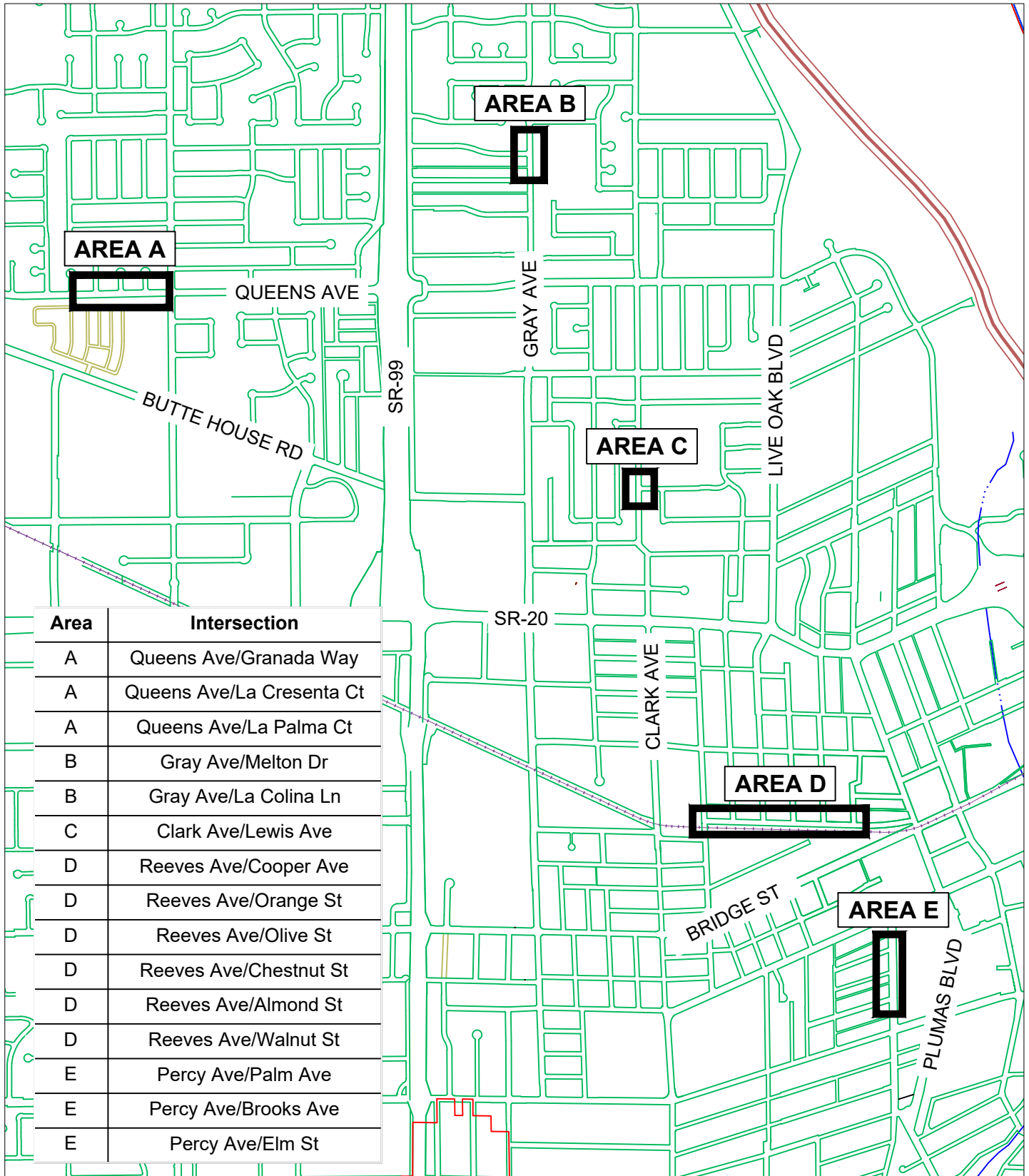
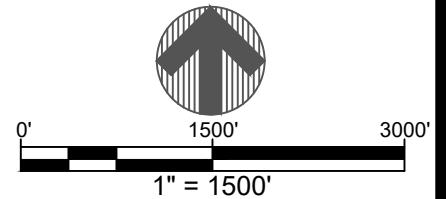
By and Title (printed)

Address

Telephone Number

ATTACHMENT 2

ADA RAMP & SIDEWALK IMPROVEMENTS PROJECT LOCATION MAP



CITY OF YUBA CITY
STAFF REPORT

Date: July 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 RAS & WAS Pump Replacement Project (Award Construction Contract)
Recommendation: Resolution of the City Council of the City of Yuba City awarding a construction contract to TNT Industrial Contractors, Inc. of Sacramento, CA in the amount of their total bid of \$276,760.00 (WWTF RAS/WAS Pump Replacement Project)
Fiscal Impact: \$328,274.00 – Total Project Cost
\$328,274.00 – CIP Account No. 1103 (Recurring Plant Project)

\$328,274.00 - Total Construction Cost
\$276,760.00 - Contract Award Amount
\$41,514.00 - (15%) Construction Contingency
\$10,000 - (3.6%) City Administration

Purpose:

To maintain the City's wastewater treatment facility (WWTF) operational effectiveness through proactive rehabilitation and major maintenance.

Council's Strategic Goal:

This project addresses the City Council's Strategic Goal to maintain and improve the City's infrastructure.

Background:

The WWTF operates (4) Return Activated Sludge Pumps (RAS) and (2) Waste Activated Sludge Pumps within the primary and secondary treatment processes. In early 2022, one of the RAS pumps failed; replacement parts are no longer manufactured due to the age of the pumps and the WWTF maintenance team was unable to bring the pump back into operation. With one RAS pump out of service, the WWTF is operating with reduced effectiveness within this portion of the treatment process. The loss of additional pumps would severely jeopardize the overall treatment process potentially violating our National Pollutant Discharge Elimination System (NPDES) Waste Discharge Requirements.

In order to safeguard against this concern, the Public Works Department proposes the replacement of

(4) RAS and (2) WAS Pumps. On March 1, 2022, Council authorized the purchase of these pumps and they have since been procured. Woodard & Curran, the design consultant for the recent WWTF Improvements Project, developed the plans and specifications for the replacement of the RAS/WAS pumps and will be providing engineering services during construction.

Analysis:

The WWTF RAS/WAS Pumps Replacement Project was advertised for bids beginning June 13, 2023. Plans and specifications were posted on publicpurchase.com and provided to local builder/contractor exchanges. On July 6, 2023, four (4) bids were received and opened by the City Clerk. A list of the bids received and the Engineer's Estimate are shown below.

<u>Company</u>	<u>Total Bid</u>
TNT Industrial Contractors, Inc.	\$276,760.00
Koch & Koch Inc.	\$339,826.00
W.M. Lyles, Co.	\$324,900.00
Auburn Constructors	\$392,300.00
<i>Engineer's Estimate</i>	<i>\$240,000.00</i>

TNT Industrial Contractors, Inc. is the low, responsible, and responsive bidder.

The City's Public Works Department will perform construction management and inspection.

Fiscal Impact:

The estimated total project cost is approximately \$328,274.00 which consists of the following components:

Construction Contract	\$276,760.00
Construction Change Order Contingency (15%)	\$ 41,514.00
City Administration (3.6%)	\$ 10,000.00
Total	\$328,274.00

Staff is proposing a \$41,514.00 construction contingency which equates to approximately 15% in contingency funds. Replacing six (6) RAS/WAS Pumps requires installation of multiple valves and modification of existing piping which present the risk of unforeseen construction conditions.

The project will be funded through CIP Account No. 1103 (Recurring Plant Projects). There is approximately \$594,000 in this account.

Environmental:

On June 6, 2023 City Council adopted a California Environmental Quality Act (CEQA) Class 1 Categorical Exemption. There has not been any substantial new information acquired nor changes to the project since it was evaluated, and no further evaluation for this portion of the project is required under CEQA.

Alternatives:

Delay award or reject the bids and cancel the project.

Recommendation:

Resolution of the City Council of the City of Yuba City awarding a construction contract to TNT Industrial Contractors, Inc. of Sacramento, CA in the amount of their total bid of \$276,760.00 (WWTF RAS/WAS Pump Replacement Project).

Attachments:

1. Attachment 1 - RESOLUTION - WWTF RAS&WAS
2. Exhibit A - (Draft) 22-15 RAS & WAS Contract

Prepared By:

Nick Menezes
Assistant Engineer

Submitted By:

Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY AWARDING A CONSTRUCTION CONTRACT TO TNT INDUSTRIAL CONTRACTORS, INC. IN THE AMOUNT OF THEIR TOTAL BID OF \$276,760.00 (WWTF RAS/WAS PUMP REPLACEMENT PROJECT)

WHEREAS, the City of Yuba City (City) advertised for bids for the City's WWTF RAS/WAS Pumps Replacement Project (Project); and,

WHEREAS, in response to the advertisement, the City received four (4) bids for the Project in the following bid amounts:

TNT Industrial Contractors, Inc.	\$276,760.00
Koch & Koch, Inc.	\$33,826.00
W.M. Lyles, Co.	\$324,900.00
Auburn Constructors	\$392,300.00; and

WHEREAS, the City Public Works Department reviewed the four (4) bids, and examined TNT Industrial Contractors, Inc. 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 TNT Industrial Contractors, Inc. and enter into an agreement with TNT Industrial Contractors, Inc. to construct the Project; and,

WHEREAS, the City Council adopted a Class 1 Categorical Exemption under CEQA Guidelines Section 15301. There has not been any substantial new information acquired nor changes to the project since it was evaluated, and no further evaluation for this portion of the project is required under CEQA.

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

1. The City Council of the City of Yuba City does hereby accept the four (4) bids received as noted above, finds that TNT Industrial Contractors, Inc. is the lowest responsive and responsible bidder, and awards the construction contract to TNT Industrial Contractors, Inc. in the total amount bid of \$276,760.00 for the WWTF RAS/WAS Pumps Replacement Project. Said contract agreement shall substantially comply with the terms and conditions presented in the draft agreement attached to this Resolution, shall be subjected to review and approval as to legal form by the City Attorney, and the City Manager shall be authorized to execute the same on behalf of the City of Yuba City.

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 July, 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. (Draft) Agreement – TNT Industrial Contractors, Inc. Contract No. 22-15

ATTACHMENT 2

EXHIBIT A

ARTICLE 2 – CONTRACT DOCUMENTS

2.1 Contract Documents.

The Contract Documents consist of the following documents:

Notice Inviting Bids (Section 00020);
Instructions to Bidders (Section 00100);
Contractor's Accepted Bid and Related Bid Submissions (Sections 00300 and all required Attachments
Notice of Award (Section 00500);
Agreement (Section 00510);
Performance Bond (Section 00530);
Payment Bond (Section 00535);
Alcohol and Drug-Free Workplace Certification (Section 00550);
Workers' Compensation Insurance Certificate (Section 00555);
General Conditions (Section 00700);
Supplementary General Conditions (Section 00800);
General Requirements (Sections 01000 through 01999);
Technical Specifications (Section 02000 and all other Sections following);
Contract Drawings;
Addenda (numbers [] to [], inclusive; and
Permits from other agencies as may be required by law.

Exhibits to this Agreement (enumerated as follows):

- Accepted Contractor's Bid and related Bid Submissions attached hereto as Exhibit A; and
- Contractor's Insurance as required in Section 00800-2.0 attached hereto as Exhibit B.

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);
- Final Close-Out Agreement and Release of Claims (Section 00680);
- 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 6, **Contract Documents**. Section 00200, **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**.

2.3 Definitions and Terms. Unless otherwise specifically provided herein, all terms, words and phrases defined in the General Conditions, Supplementary General Conditions, and References (Section 01060) 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, Owner's award of the Contract to Contractor and any applicable letter of intent), unless such agreement is expressly incorporated herein. The Owner 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 Section 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 Owner 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 Owner 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 SCHEDULE

Bid Items				
Item	Description	Estimated Quantity	Unit	Total Bid Price
1.	Mobilization/Demobilization (not to exceed 10% of Total Bid Price)	1	LS	
2.	WAS Pump Installation (2 pumps)	1	LS	
3.	RAS Pump Installation (4 pumps)	1	LS	

Bid Items				
Item	Description	Estimated Quantity	Unit	Total Bid Price
4.	Allowance Item: Miscellaneous work as requested by the Owner that is to be tracked as time and material or mutually agreed upon Lump Sum, not to exceed the amount shown in the bid price.	1	LS	

TOTAL BID PRICE (Items 1 through 4) \$ _____

TOTAL BID PRICE (in words) _____

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, Owner shall charge any sum of money against Contractor, Owner 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 Owner. If, on completion or termination of the Contract, sums due Contractor are insufficient to pay Owner's charges against him, Owner 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 Owner may change depending on actual quantities or units or work completed in accordance with Section 01250- 1.04, **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 Owner to ensure performance of the Agreement in the manner as provided by California Public Contract Code section 22300. At the expense of the Contractor, securities equivalent to the money withheld may be deposited with the Owner or with an approved financial institution as escrow agent according to a separate Security Agreement. Securities eligible for substitution shall include those listed in Section 16430 of the 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 Owner 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

Milestone	Contractual Completion Event	Completion Time (# of calendar days from Notice to Proceed date)
-	Substantial Completion of all Work	100
-	Final Completion of all Work	120

4.4 Liquidated Damages. The Owner and Contractor recognize that time is of the essence of this Agreement and that the Owner 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 Owner 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 Owner 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, inspection, and supervision; the loss suffered by the public within the Owner'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 Owner and the Contractor agree that as liquidated damages for delay, Contractor will forfeit and pay to the Owner 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 Section 4.3, **Days to Achieve Contract Times**, except as otherwise provided by extension of time pursuant to Section 00700-6.4, **Time Extensions**, of the General Conditions.

Damages for Delays

Milestone	Contractual Completion Event	Dollars Per Day Liquidated Damages (Amount in Dollars)
-	Substantial Completion of all Work	\$250
-	Final Completion of all Work	\$500

The Contractor shall also be responsible for meeting the system outage requirements and maximum durations specified in Section 01140-2.3. Per Section 01140-2.1, should the Contractor fail to complete the Work within the approved system outage time period, the Contractor shall pay to the Owner liquidated damages in accordance with Section 00700-6.5, Liquidated Damages.

4.5 Damages for Discharge Permit Violations Due to Disruptions to Facility Operations or Spills. In addition to the provisions specified in 4.4, **Liquidated Damages**, the Owner and the

Contractor agree that as liquidated damages for fines and related costs incurred by the Owner for discharge permit violations resulting from disruptions to plant operations or spills caused by the Contractor, its employees, suppliers, and/or subcontractors, the Contractor will forfeit and pay the Owner up to a maximum of \$10,000 per calendar day for every day on which a fine is levied on the Owner, in order to cover the fines and related costs incurred by the Owner. Disruptions to plant operations which may result in such violations are limited to: prolonged outages or diversions due to failed or compromised tie-ins, temporary bypasses, and process upsets or interruptions due to damage of structural, mechanical or electrical/instrumentation facilities necessary for the treatment of wastewater. Spills refer to any discharge of untreated or partially treated wastewater that is caused by the Contractor's construction activities and for which a fine is levied on the Owner. Costs related to a fine include, without limitation, Owner staff time, Owner equipment costs, materials, Owner's consultants and legal fees.

4.6 Section Not Used

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 Section 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 Section 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 – OWNER'S REPRESENTATIVE(S) AND OWNER'S CONSULTANTS

6.1 Owner's Representative. The Owner has designated Nicholas Menezes to act as Owner's Representative, who will represent Owner is performing duties and responsibilities and exercising Owner's rights and authorities in the Contract Documents. Owner may change the individual(s) acting as Owner's Representative(s), or delegate one or more specific functions to one or more specific Owner's Representative at any time with notice and without liability to Contractor. Each

Owner's Representative is a beneficiary of all Contractor obligations to Owner, including without limitation, all releases and indemnities.

6.2 Engineer. The Owner has designated Woodard & Curran act as Engineer. Engineer will assume all duties and responsibilities and have the rights and responsibilities assigned to the Engineer in the Contract Documents in connection with the completion of the Work. The Owner may assign all or part of the Owner's Representative's duties, rights and responsibilities to the Engineer. The Engineer is a beneficiary of all Contractor obligations to Owner, including without limitation, all releases and indemnities.

6.3 Construction Manager. The Owner will act as Construction Manager. Construction Manager will assume all duties and responsibilities and have the rights and responsibilities assigned to the Construction Manager in the Contract Documents in connection with the completion of the Work. The Owner may assign, upon mutual agreement, all or part of the Owner's Representative's duties, rights and responsibilities to the Construction Manager. The Construction Manager is a beneficiary of all Contractor obligations to Owner, including without limitation, all releases and indemnities.

ARTICLE 7 – CONTRACTOR'S REPRESENTATIONS

7.1 Representations and Warranties. In order to induce the Owner 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 00200, **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 Owner.
- 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 Owner 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 Owner 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.

ARTICLE 8 – LABOR CODE COMPLIANCE

8.1 California Labor Code. Pursuant to the provisions of Section 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 Owner's offices, or may be downloaded from the State Department of Industrial Relations website, Division of Labor Statistics and Research, <http://www.dir.ca.gov/oprl/DPreWageDetermination>. 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 section 1775, including provisions which require Contractor to (a) forfeit as penalty to Owner 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 Owner 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 Owner 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.

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.

ARTICLE 9 – MISCELLANEOUS PROVISIONS

9.1 Assignment. Contractor shall not assign this Contract or any rights under or interests in the Contract without the Owner'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 Board of the Owner 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.

Owner 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 Section 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 Section 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 approved by Owner.

9.6 No Waiver of Remedies. Neither the inspection by Owner 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 Owner, nor any extensions of time, nor any positions taken by Owner 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 Owner 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 Owner 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 Sutter, State of California, and governed by California law. By entering into this Agreement, the Contractor consents and submits to the jurisdiction of Courts of the State of California, County of Sutter, 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:

 Attn: _____

Any written notice to Owner shall be sent to:

City of Yuba City
 1201 Civic Center Boulevard
 Yuba City, CA 95991
 Attn: Director of Public Works and Development Services

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:

(Must be signed by two officers of the corporation, one of which is the Financial Officer.)

Date:

Tax I.D. Number:

Signature

Signature

Print Name

Print Name

Title

Title

CITY OF YUBA CITY, a municipal corporation:

Date:

ATTEST:

***** , City Manager

FUNDING AVAILABLE:

***** , City Clerk

ORIGINAL APPROVED AS TO CONTENT:

ORIGINAL APPROVED AS TO FORM:

*****Director of Public Works and
Development Services

***** , Attorney

CITY OF YUBA CITY
STAFF REPORT

Date: July 18, 2023
To: Honorable Mayor & Members of the City Council;
From: Administration Department
Presentation By: Diana Langley, City Manager

Summary

Subject: Harter Specific Plan Infrastructure Improvement Fee
Recommendation: Adopt a Resolution modifying the timing of collection of the Harter Specific Plan Infrastructure Improvement Fee
Fiscal Impact: Approval of this item will defer the collection of the Harter Specific Plan Infrastructure Improvement Fee from prior to the recordation of any subdivision map to upon issuance of a building permit or prior to issuance of a certificate of occupancy, in alignment with the payment of other development impact fees.

Purpose:

To modify the timing of the payment of the Harter Specific Plan Infrastructure Improvement Fee to align with the timing of the payment of other City development impact fees.

Council's Strategic Goal:

This aligns with Council's goal of Business Friendly, as it gives developers within the Harter Specific Plan area the option to pay the Harter Specific Plan Infrastructure Improvement Fee at the same time that other development impact fees are due.

Background:

On October 26, 2004, the City Council approved the Harter Specific Plan and adopted Resolution No. 04-198 approving the Harter Specific Plan Financing Strategy and Phasing Plan (Financing Plan), which outlined the infrastructure improvements required as a result of new development in the Harter Specific Plan area. The Financing Plan also analyzed and determined an infrastructure improvement fee necessary to finance the required infrastructure improvements.

On November 2, 2004, the City Council adopted Resolution No. 04-203 which established the Harter Specific Plan Infrastructure Improvement Fee (Harter Fee). Section 2(b) of the Resolution states, "The Harter Fee shall be calculated upon the approval of a subdivision map and shall be paid prior to the recordation of any subdivision map. For projects that are subject to building permits, but not subdivision map approval, the Fee shall be both calculated and paid upon issuance of the building permit. In accordance with the terms of the Plan, a developer may construct improvements in lieu of paying the Fee and said construction shall constitute full and complete satisfaction of the applicable

Fee."

However, in regard to payment of City development impact fees, Municipal Code Section 8-10.101, Development Impact Fee, requires that the, "development impact fee shall be paid by each developer, at the option of the developer, either prior to issuance of a building permit or prior to issuance of a certification of occupancy for the commercial or industrial project or the respective dwelling units in a residential project, or at such earlier time permitted by law, as set forth in, if applicable, Government Code Section 66007."

Staff received a request from D.R. Horton, the developer of Harter Estates South, a 77-unit single family home residential subdivision, and Harter Estates North, a 73-unit single family home residential subdivision, to modify the timing of the payment of the Harter Fee from prior to the recordation of the subdivision map to prior to issuance of building permit.

Analysis:

As City development impact fees for residential subdivisions are not due until prior to issuance of building permit or certificate of occupancy, staff is supportive of D.R. Horton's request and recommends that payment of the Harter Fee be modified to align with the timeline for payment of City development impact fees. This will allow the Harter Fee to be collected, at the option of the developer, prior to issuance of a building permit or certificate of occupancy.

Fiscal Impact:

Approval of this item will defer the collection of the Harter Fee from prior to the recordation of any subdivision map to upon issuance of a building permit or prior to issuance of a certificate of occupancy, in alignment with the payment of other development impact fees.

Alternatives:

Do not modify the timing of payment of the Harter Fee for residential developments and continue to make payment due prior to recordation of the subdivision map.

Recommendation:

Adopt a Resolution modifying the timing of collection of the Harter Specific Plan Infrastructure Improvement Fee.

Attachments:

1. Resolution - Harter Specific Plan Infrastructure Fee
2. D.R. Horton Request

Prepared By:
Diana Langley
City Manager

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY MODIFYING THE TIMING OF PAYMENT OF THE HARTER SPECIFIC PLAN INFRASTRUCTURE IMPROVEMENT FEE

WHEREAS, on October 26, 2004, the City Council approved the Harter Specific Plan and adopted Resolution No. 04-198 approving the Harter Specific Plan Financing Strategy and Phasing Plan (Financing Plan); and

WHEREAS, the Financing Plan outlined the infrastructure improvements required as a result of new development in the Harter Specific Plan area; and

WHEREAS, the Financing Plan also analyzed and determined an infrastructure improvement fee necessary to finance the required infrastructure improvements; and

WHEREAS, on November 2, 2004, the City Council adopted Resolution No. 04-203 which established the Harter Specific Plan Infrastructure Improvement Fee (Harter Fee) in which Section 2(b) requires that the Harter Fee be calculated upon the approval of a subdivision map and shall be paid prior to the recordation of any subdivision map; and

WHEREAS, Municipal Code Section 8-10.101, Development Impact Fee, allows for City development impact fees to be paid, at the option of the developer, either prior to issuance of a building permit or prior to issuance of a certificate of occupancy, or at such earlier time permitted by law, as set forth in, if applicable, Government Code Section 66007.”

WHEREAS, the City Council has received a request from D.R. Horton, a developer within the Harter Specific Plan Area, to modify the timing of the payment of the Harter Fee from prior to recordation of the subdivision map to prior to issuance of a building permit; and

WHEREAS, as City development impact fees are not due until prior to issuance of building permit or certificate of occupancy, staff is supportive of D.R. Horton’s request and recommends that the timing of the payment of the Harter Fee be modified to align with the timeline for payment of City development impact fees for all developments within the Harter Specific Plan Area.

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

1. The City Council supports the request to modify the timing of the collection of the Harter Fee.
2. The Harter Specific Plan Infrastructure Improvement Fee shall be paid by each developer, at the option of the developer, either prior to issuance of a building permit or prior to issuance of a certificate of occupancy, or at such earlier time permitted by law, as set forth in, if applicable, Government Code Section 66007.

The forgoing 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 July, 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

ATTACHMENT 2



June 26, 2023

Diana Langley
City Manager
City of Yuba City
1201 Civic Center Boulevard
Yuba City, CA 95993

Re: Petition to Modify Timing of Harter Specific Plan Infrastructure Improvement Fee Payment for Harter Estates South and Harter Estates North Subdivisions

Dear Ms. Langley:

The undersigned representative of D.R. Horton ("Developer") is requesting the City of Yuba City ("City") revise the Harter Specific Plan Infrastructure Improvement Fee ("Harter Fee") by modifying the timing of payment from approval of a subdivision map to building permit. The Harter Fee was adopted in 2004 pursuant to Resolution 04-203 ("Resolution"). Section 2 (a) of the Resolution states, *"The Harter Fee shall be calculated upon the approval of a subdivision map and shall be paid prior to the recordation of any subdivision map."* Changing the Harter Fee payment obligation from approval of subdivision map to building permit will (i) attach fee payment to when development impacts occur and (ii) increase project feasibility.

The Developer is preparing to request City Council approval of the subdivision map for Harter Estates South which includes seventy-seven (77) single family detached residential lots (Exhibit A), and plans to process the subdivision map for Harter Estates North in the future which includes seventy-three (73) single family detached residential lots (Exhibit B). This letter acts as a formal petition to the City for the purpose of modifying the payment trigger of the Harter Fee for Harter Estates South and Harter Estates North subdivisions.

Sincerely,

Bonnie Chiu
Vice President, Forward Planning

cc: Ben Moody, City of Yuba City
Ashley Potocnik, City of Yuba City
Brady Tacdol, D.R. Horton
Mike Whipple, Develop & Financial Advisory





Exhibit A
Harter Estates South
Subdivision Map



CERTIFICATE FOR FEE DEDICATION

A.) OWNER'S NAME AND ADDRESS:

XXXXXXX
XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX

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:

1. ASSESSMENT FROM COMMUNITY FACILITIES DISTRICT (CFD) 2021-1, RESOLUTION NUMBER _____, RECORDED AS DOCUMENT NO. _____ ON _____.
2. ASSESSMENT FROM YUBA CITY LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT _____, RESOLUTION NUMBER _____, RECORDED AS DOCUMENT NO. _____ ON _____.
3. ANY STREET, DRAINAGE, PUBLIC UTILITY, OR OTHER EASEMENTS AFFECTING THE PROPERTY.
4. THE CITY OF YUBA CITY CONDITIONS OF APPROVAL FOR TENTATIVE SUBDIVISION MAP 19-04 APPROVED ON APRIL 28, 2021.
5. SUBJECT TO SUBDIVISION IMPROVEMENT AGREEMENT, RESOLUTION NUMBER _____ RECORDED AS DOCUMENT NO. _____ ON _____.

OWNER'S STATEMENT

WE, THE UNDERSIGNED, XXXXXXXXX, AS HOLDER OF RECORD TITLE INTERESTS, OF THE HEREIN SUBDIVIDED LANDS, HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS PLAT OF "HARTER ESTATES SOUTH" AND OFFER FOR DEDICATION AND DO PARTICIPATE IN SAID OFFER OF DEDICATION AND DO HEREBY DEDICATE THE FOLLOWING:

1. 38' STRIPS OF LAND IN FEE TITLE INDICATED ON SAID PLAT AND DESIGNATED AS BLACKBERRY DRIVE, CRANBERRY WAY, RASPBERRY WAY, AND STRAWBERRY DRIVE, AS WELL AS STRIPS OF LAND IN FEE TITLE INDICATED ON SAID PLAT AND DESIGNATED AS RUTH AVENUE AND VINE AVENUE.
2. EASEMENTS INDICATED AS 12.0' 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
3. PARCELS OF LAND IN FEE, INDICATED ON SAID PLAT AND DESIGNATED AS "LOT A".
4. EASEMENT FOR ACCESS TO AND THE MAINTENANCE OF A WALL AND FOOTINGS AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND GENERALLY 2 FEET IN WIDTH LYING CONTIGUOUS TO LOTS 54-69, DESIGNATED AS "2' WALL EASEMENT"

XXXXXXXX

BY: XXXXXXXX TITLE: XXXXXXXXXXXXXXXXXXXX

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 _____ }
COUNTY OF _____ }SS

ON _____ BEFORE ME _____
_____, NOTARY PUBLIC, PERSONALLY APPEARED

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND.

SIGNATURE OF NOTARY _____

NOTARY'S NAME _____

MY COMMISSION NUMBER _____

MY COMMISSION EXPIRES _____

PRINCIPAL PLACE OF BUSINESS _____ (County)

PLANNER'S STATEMENT

THIS MAP HAS BEEN EXAMINED THIS _____ DAY OF _____, 2023, FOR CONFORMANCE WITH THE APPROVED TENTATIVE MAP AND THE CONDITIONS OF APPROVAL THEREOF AS APPROVED BY THE YUBA CITY PLANNING COMMISSION ON APRIL 28, 2021.

PLANNING DIVISION
CITY OF YUBA CITY
STATE OF CALIFORNIA

CITY CLERK CERTIFICATE

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

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 "HARTER ESTATES SOUTH" IN ACCORDANCE WITH THE CONDITIONAL APPROVAL OF THE TENTATIVE MAP, HERETOFORE FILED AS APPROVED, AND BY SAID RESOLUTION HAS ACCEPTEED ON BEHALF OF THE PUBLIC ITEM(S) 1, 2, 3 AND 4 SHOWN IN THE OWNER'S OFFER OF DEDICATION.

JACKIE SILLMAN
CITY CLERK, CITY OF YUBA CITY

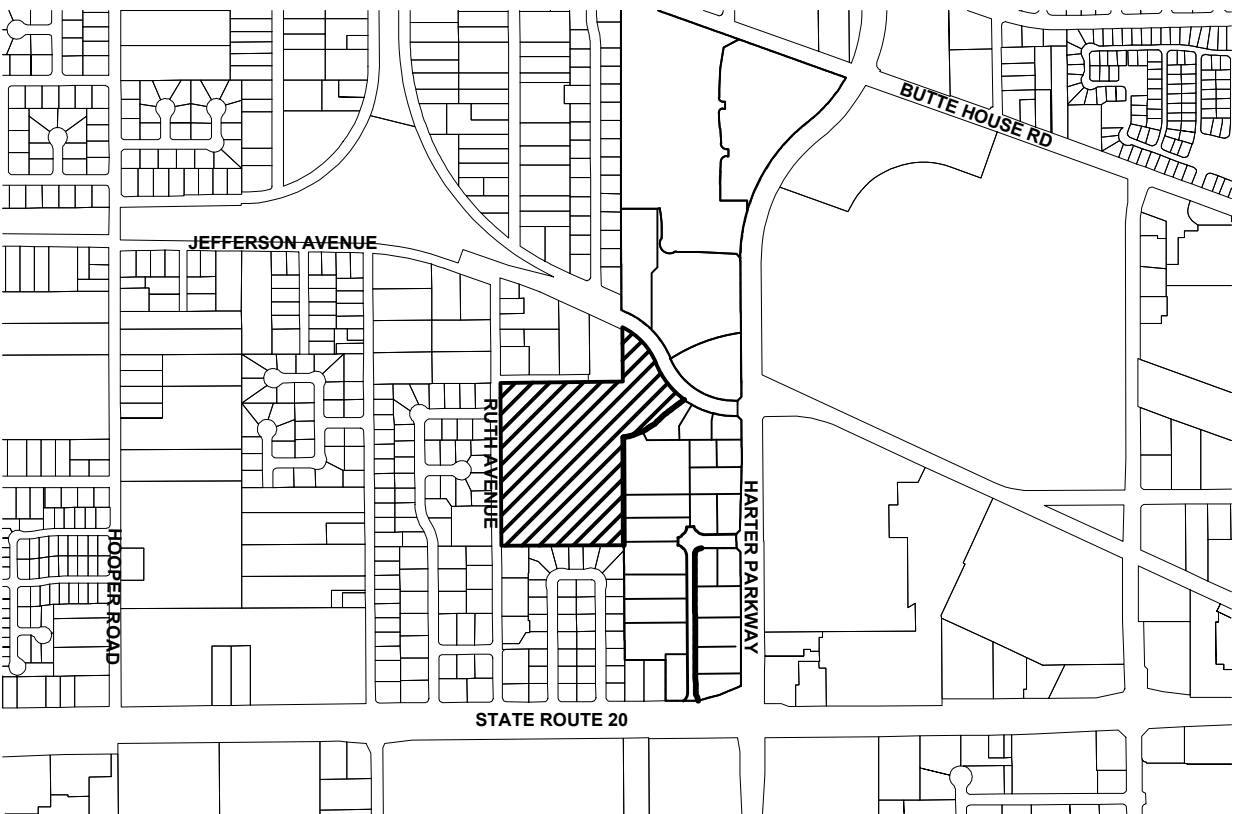
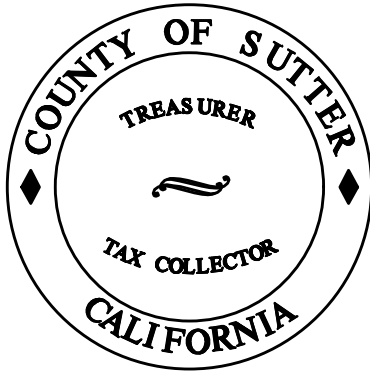
COUNTY TAX COLLECTOR'S STATEMENT

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 \$ _____ 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. 062-310-014-000

DATE: _____

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 XXXXXX, ON JANUARY 1, 2023. 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
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: _____

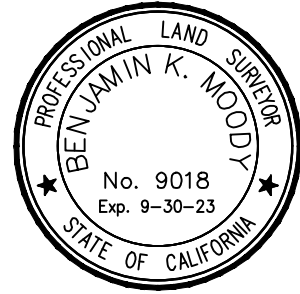


BENJAMIN K. MOODY
CITY ENGINEER, R.C.E. 72383
EXPIRES: 06-30-24

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
CITY SURVEYOR P.L.S. 9018
EXPIRES: 9-30-2023

RECORDER'S CERTIFICATE

FILED THIS _____ DAY OF _____, 2023, 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. _____

HARTER ESTATES SOUTH
CITY OF YUBA CITY

BEING PORTION OF LOTS 1, 4, AND 5 AS SHOWN ON THAT CERTAIN MAP ENTITLED "MAP OF THE SOUTH 51.51 ACRES OF THE WEST ONE-HALF OF THE SOUTHEAST ONE QUARTER OF SECTION 17, TOWNSHIP 15 NORTH, RANGE 3 EAST, MT. DIABLO BASE AND MERIDIAN", FILED IN BOOK 1 OF SURVEYS, PAGE 43, SUTTER COUNTY RECORDS

COUNTY OF SUTTER JANUARY 2023
CALIFORNIA
PREPARED BY: MHM INC. 1204 "E" STREET, MARYSVILLE, CA 95901
21154 SHEET 1 OF 5

BENEFICIARY'S STATEMENT

BY:

PRINT NAME: TITLE:

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 COUNTY OF }ss

ON BEFORE ME, NOTARY PUBLIC, PERSONALLY APPEARED

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND.

SIGNATURE OF NOTARY

NOTARY'S NAME

MY COMMISSION NUMBER

MY COMMISSION EXPIRES

PRINCIPAL PLACE OF BUSINESS (County)

RECORD REFERENCES

- (R1) LOT LINE ADJUSTMENT 21- 09 - DOCUMENT NO. 2021-0023789
(R2) GRANT DEED FOR RIGHT OF WAY - DOCUMENT NO. 2005-0029547
(R3) BRYN MAWR ESTATES - UNIT 3, BOOK 12 OF SURVEYS, PAGE 230
(R4) UNRECORDED ALTA SURVEY FOR HARTER PACKING COMPANY BY VON GELDERN ENGINEERING (1985)
(R5) RIGHT OF WAY OF A PARCEL OF LAND DEEDED TO THE STATE OF CALIFORNIA RECORDED NOVEMBER 12, 1963 IN BOOK 634 OFFICIAL RECORDS AT PAGE 235, SUTTER COUNTY RECORDS
(R6) MAP OF THE SOUTH 51.51 ACRES OF THE WEST ONE-HALF OF THE SOUTHEAST ONE QUARTER OF SECTION 17, TOWNSHIP 15 NORTH, RANGE 3 EAST, MT. DIABLO BASE AND MERIDIAN", FILED IN BOOK 1 OF SURVEYS AT PAGE 43

LEGEND

- () EMBRACES RECORD DATA
PUE PUBLIC UTILITY EASEMENT
PSE PUBLIC SERVICE EASEMENT
M MEASURED
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
△ FOUND STANDARD CENTERLINE MONUMENT
▲ SET STANDARD CENTERLINE MONUMENT

BASIS OF BEARINGS

BEARINGS SHOWN HEREON ARE BASED ON THAT RECORD OF SURVEY FILED IN BOOK 18 OF RECORD OF SURVEYS AT PAGE 239, SUTTER COUNTY RECORDS.

SUBDIVIDED AREA = 14.73 ACRES

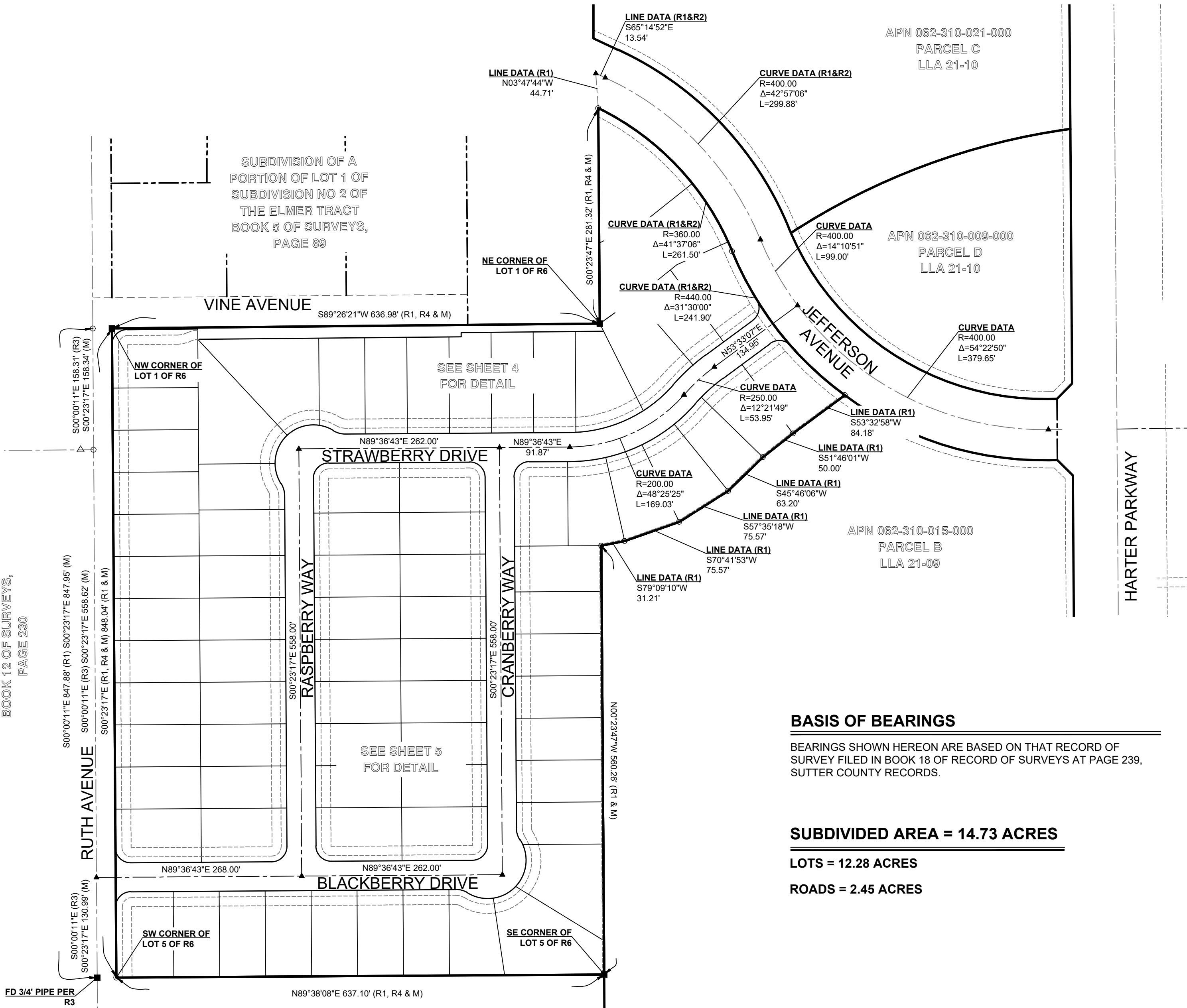
LOTS = 12.28 ACRES

ROADS = 2.45 ACRES

HARTER ESTATES SOUTH
CITY OF YUBA CITY

BEING PORTION OF LOTS 1, 4, AND 5 AS SHOWN ON THAT CERTAIN MAP ENTITLED "MAP OF THE SOUTH 51.51 ACRES OF THE WEST ONE-HALF OF THE SOUTHEAST ONE QUARTER OF SECTION 17, TOWNSHIP 15 NORTH, RANGE 3 EAST, MT. DIABLO BASE AND MERIDIAN", FILED IN BOOK 1 OF SURVEYS, PAGE 43 , SUTTER COUNTY RECORDS

COUNTY OF SUTTER JANUARY 2023
CALIFORNIA
PREPARED BY: MHM INC. 1204 "E" STREET, MARYSVILLE, CA 95901
21154 SHEET 2 OF 5



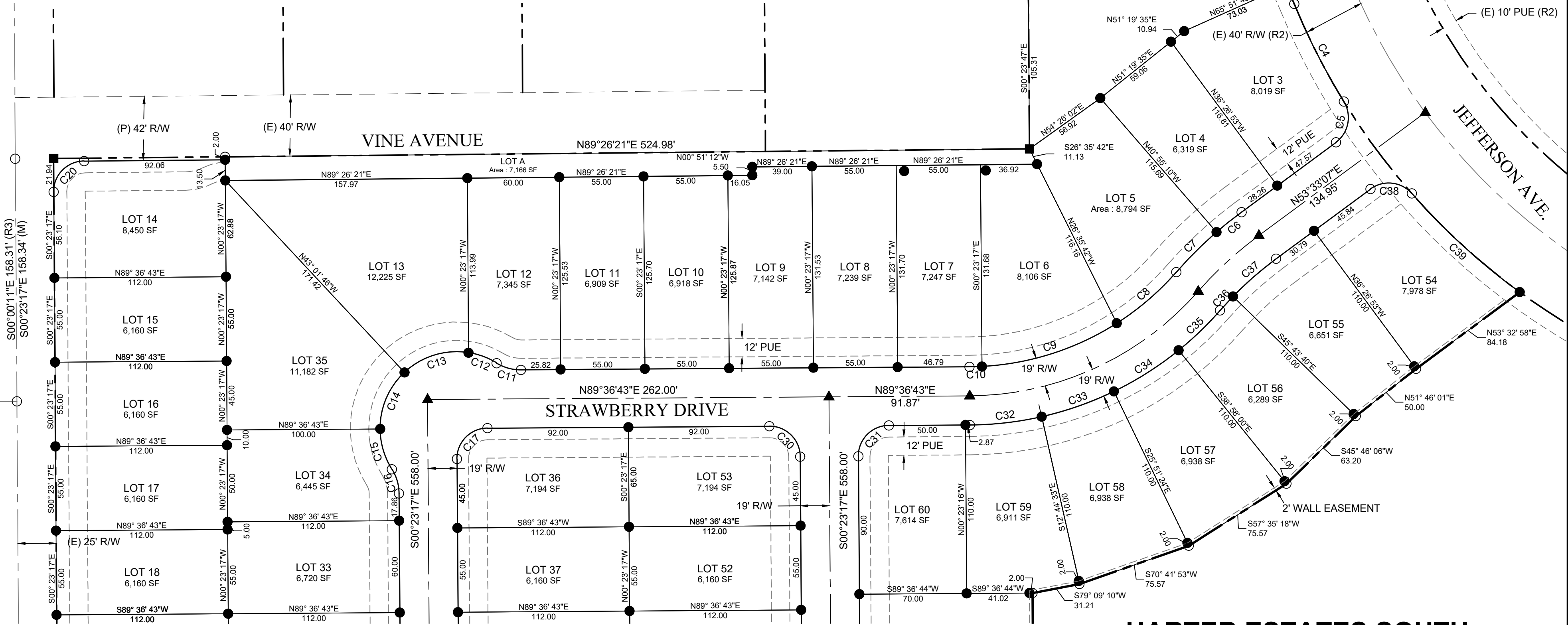
CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	158.54	360.00	025°13'57"
C2	89.72	360.00	014°16'48"
C3	13.23	360.00	002°06'19"
C4	71.53	440.00	009°18'50"
C5	29.73	20.00	085°09'42"
C6	21.75	269.00	004°37'58"
C7	37.05	269.00	007°53'32"
C8	51.40	181.00	016°16'20"
C9	93.47	181.00	029°35'12"
C10	8.21	181.00	002°36'01"
C11	16.64	30.00	031°47'17"
C12	19.74	50.00	022°37'10"
C13	45.22	50.00	051°49'06"
C14	41.32	50.00	047°21'01"
C15	27.74	50.00	031°47'17"
C16	16.64	30.00	031°47'18"
C17	31.42	20.00	090°00'00"
C18	31.42	20.00	090°00'00"
C19	31.42	20.00	090°00'00"
C20	31.36	20.00	089°49'38"
C21	31.42	20.00	090°00'00"
C22	31.42	20.00	090°00'00"
C23	16.64	30.00	031°47'18"
C24	34.69	50.00	039°44'50"
C25	33.62	50.00	038°31'16"
C26	58.74	50.00	067°18'25"
C27	6.98	50.00	008°00'05"
C28	16.64	30.00	031°47'18"
C29	31.42	20.00	090°00'00"
C30	31.42	20.00	090°00'00"
C31	31.42	20.00	090°00'00"
C32	47.25	219.00	012°21'41"
C33	50.10	219.00	013°06'27"
C34	50.11	219.00	013°06'35"
C35	37.63	219.00	009°50'42"
C36	12.43	231.00	003°05'02"
C37	37.41	231.00	009°16'47"
C38	29.71	20.00	085°06'41"
C39	95.68	440.00	012°27'34"

RECORD REFERENCES

- (R1) LOT LINE ADJUSTMENT 21- 09 - DOCUMENT NO. 2021-0023789
- (R2) GRANT DEED FOR RIGHT OF WAY - DOCUMENT NO. 2005-0029547
- (R3) BRYN MAWR ESTATES - UNIT 3, BOOK 12 OF SURVEYS, PAGE 230
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- (R5) RIGHT OF WAY OF A PARCEL OF LAND DEEDED TO THE STATE OF CALIFORNIA RECORDED NOVEMBER 12, 1963 IN BOOK 634 OFFICIAL RECORDS AT PAGE 235, SUTTER COUNTY RECORDS
- (R6) MAP OF THE SOUTH 51.51 ACRES OF THE WEST ONE-HALF OF THE SOUTHEAST ONE QUARTER OF SECTION 17, TOWNSHIP 15 NORTH, RANGE 3 EAST, MT. DIABLO BASE AND MERIDIAN", FILED IN BOOK 1 OF SURVEYS AT PAGE 43

LEGEND

- () EMBRACES RECORD DATA
- PUE PUBLIC UTILITY EASEMENT
- PSE PUBLIC SERVICE EASEMENT
- M MEASURED
- 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
- △ FOUND STANDARD CENTERLINE MONUMENT
- ▲ SET STANDARD CENTERLINE MONUMENT



BASIS OF BEARINGS

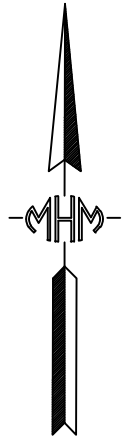
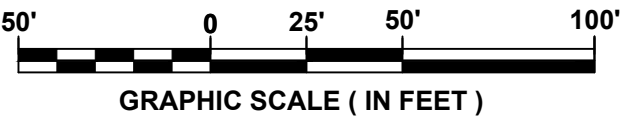
BEARINGS SHOWN HEREON ARE BASED ON THAT RECORD OF SURVEY FILED IN BOOK 18 OF RECORD OF SURVEYS AT PAGE 239, SUTTER COUNTY RECORDS.

SUBDIVIDED AREA = 14.73 ACRES

LOTS = 12.28 ACRES

ROADS = 2.45 ACRES

SEE SHEET 5



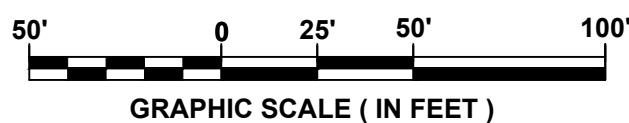
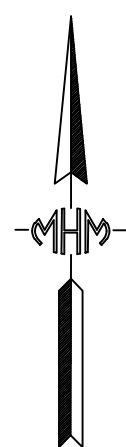
HARTER ESTATES SOUTH
CITY OF YUBA CITY

BEING PORTION OF LOTS 1, 4, AND 5 AS SHOWN ON THAT CERTAIN MAP ENTITLED "MAP OF THE SOUTH 51.51 ACRES OF THE WEST ONE-HALF OF THE SOUTHEAST ONE QUARTER OF SECTION 17, TOWNSHIP 15 NORTH, RANGE 3 EAST, MT. DIABLO BASE AND MERIDIAN", FILED IN BOOK 1 OF SURVEYS, PAGE 43 , SUTTER COUNTY RECORDS

COUNTY OF SUTTER
CALIFORNIA
PREPARED BY: MHM INC. 1204 "E" STREET, MARYSVILLE, CA 95901
21154
JANUARY 2023
SHEET 4 OF 5

LEGEND

- () 12' PUE
- PUE 12' PUE
- PSE 12' PUE
- M 12' PUE
- S.F. 12' PUE
- (B.O.B.) 12' PUE



BEARINGS SHOWN HEREON ARE BASED ON THAT RECORD OF
SURVEY FILED IN BOOK 18 OF RECORD OF SURVEYS AT PAGE 239,
SUTTER COUNTY RECORDS.

ROADS = 2.45 ACRES

- (R1) LOT LINE ADJUSTMENT 21- 09 - DOCUMENT NO. 2021-0023789
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()	EMBRACES RECORD DATA
PUE	PUBLIC UTILITY EASEMENT
PSE	PUBLIC SERVICE EASEMENT
M	MEASURED
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
△	FOUND STANDARD CENTERLINE MONUMENT
▲	SET STANDARD CENTERLINE MONUMENT

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C18	31.42	20.00	090°00'00"
C19	31.42	20.00	090°00'00"
C20	31.36	20.00	089°49'38"
C21	31.42	20.00	090°00'00"
C22	31.42	20.00	090°00'00"
C23	16.64	30.00	031°47'18"
C24	34.69	50.00	039°44'50"
C25	33.62	50.00	038°31'16"
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C29	31.42	20.00	090°00'00"
C30	31.42	20.00	090°00'00"
C31	31.42	20.00	090°00'00"
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JANUARY 2023

SHEET 5 OF 5



Exhibit B
Harter Estates North
Subdivision Map



CERTIFICATE FOR FEE DEDICATION

A.) OWNER'S NAME AND ADDRESS:

XXXXXXXXX
XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX

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:

- 1. ASSESSMENT FROM COMMUNITY FACILITIES DISTRICT (CFD) 2021-1, RESOLUTION NUMBER _____, RECORDED AS DOCUMENT NO. _____ ON _____.
- 2. ASSESSMENT FROM YUBA CITY LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT _____, RESOLUTION NUMBER _____, RECORDED AS DOCUMENT NO. _____ ON _____.
- 3. ANY STREET, DRAINAGE, PUBLIC UTILITY, OR OTHER EASEMENTS AFFECTING THE PROPERTY.
- 4. THE CITY OF YUBA CITY CONDITIONS OF APPROVAL FOR TENTATIVE SUBDIVISION MAP 19-01 APPROVED ON APRIL 28, 2021.

OWNER'S STATEMENT

WE, THE UNDERSIGNED, XXXXXXXXXX, AS HOLDER OF RECORD TITLE INTERESTS, OF THE HEREIN SUBDIVIDED LANDS, HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS PLAT OF "HARTER ESTATES NORTH" AND OFFER FOR DEDICATION AND DO PARTICIPATE IN SAID OFFER OF DEDICATION AND DO HEREBY DEDICATE THE FOLLOWING:

- 1. 38' STRIPS OF LAND IN FEE TITLE INDICATED ON SAID PLAT AND DESIGNATED AS SOUTH ELMER ROAD, PIONEER DRIVE, PINER COURT, PINER WAY, GERALD DRIVE, ROESLER DRIVE TARRANGO WAY, ORLIN DRIVE AND GEORGE DRIVE.
- 2. EASEMENTS INDICATED AS 12.0' 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
- 3. EASEMENT FOR ACCESS TO AND THE MAINTENANCE OF A WALL AND FOOTINGS AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND GENERALLY 2 FEET IN WIDTH LYING CONTIGUOUS TO LOTS 1-4, 25, 54-61, DESIGNATED AS "2' WALL EASEMENT"

XXXXXXXXX

BY: XXXXXXXXX TITLE: XXXXXXXXXXXXXXXXXXXXXXX

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 _____ }
COUNTY OF _____ } ss

ON _____ BEFORE ME _____
_____, NOTARY PUBLIC, PERSONALLY APPEARED

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND.

SIGNATURE OF NOTARY _____

NOTARY'S NAME _____

MY COMMISSION NUMBER _____

MY COMMISSION EXPIRES _____

PRINCIPAL PLACE OF BUSINESS _____
(County)

PLANNER'S STATEMENT

THIS MAP HAS BEEN EXAMINED THIS _____ DAY OF _____, 2023, FOR CONFORMANCE WITH THE APPROVED TENTATIVE MAP AND THE CONDITIONS OF APPROVAL THEREOF AS APPROVED BY THE YUBA CITY PLANNING COMMISSION ON APRIL 28, 2021.

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 "HARTER ESTATES NORTH" IN ACCORDANCE WITH THE CONDITIONAL APPROVAL OF THE TENTATIVE MAP, HERETOFORE FILED AS APPROVED, AND BY SAID RESOLUTION HAS ACCEPTEED ON BEHALF OF THE PUBLIC ITEM(S) 1, 2 AND 3 SHOWN IN THE OWNER'S OFFER OF DEDICATION.

JACKIE SILLMAN
CITY CLERK, CITY OF YUBA CITY

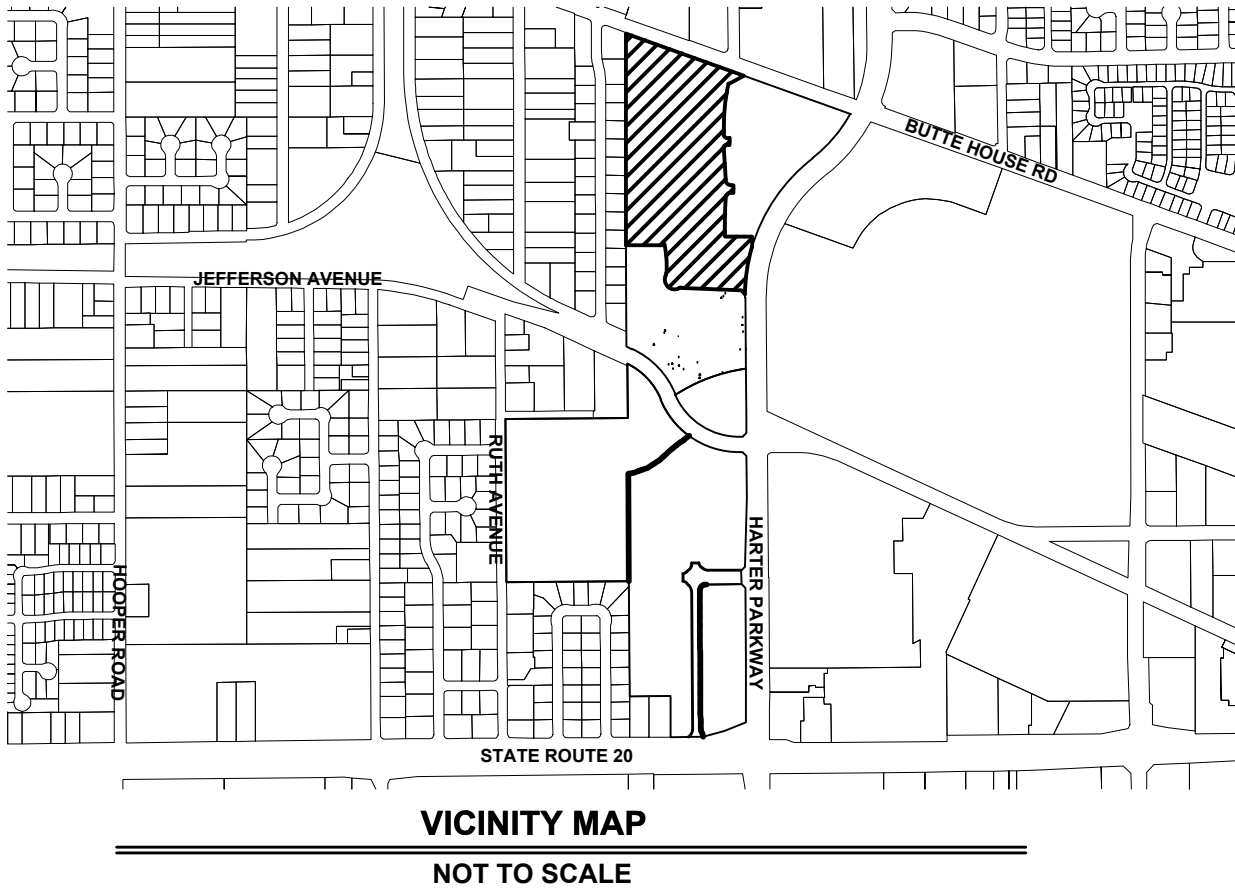
COUNTY TAX COLLECTOR'S STATEMENT

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 \$ _____ 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. 062-310-017-000

DATE: _____

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



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 XXXXXXXX, ON JANUARY 10, 2023. 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
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
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
CITY SURVEYOR P.L.S. 9018
EXPIRES: 9-30-2023



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. _____

HARTER ESTATES NORTH
CITY OF YUBA CITY

COUNTY OF SUTTER JANUARY 2023
CALIFORNIA
PREPARED BY: MHM INC. 1204 "E" STREET, MARYSVILLE, CA 95901
21185 SHEET 1 OF 4

BENEFICIARY'S STATEMENT

BY:
PRINT NAME: TITLE:

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 COUNTY OF }ss
ON BEFORE ME, NOTARY PUBLIC, PERSONALLY APPEARED
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.
I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.
WITNESS MY HAND.
SIGNATURE OF NOTARY
NOTARY'S NAME
MY COMMISSION NUMBER
MY COMMISSION EXPIRES
PRINCIPAL PLACE OF BUSINESS (County)

RECORD REFERENCES

- (R1) LOT LINE ADJUSTMENT 21 - 10 - DOCUMENT NO. 2022-0002643
- (R2) RECORD OF SURVEY FOR SIERRA CENTRAL CREDIT UNION - BOOK 18 OF ROS PAGES 239 (2016)
- (R3) GRANT DEED FOR RIGHT OF WAY - DOCUMENT NO. 2005-0029547
- (R4) GRANT DEED FOR RIGHT OF WAY - DOCUMENT NO. 2005-0029548
- (R5) GRANT DEED FOR TANK / PARK PARCEL- DOCUMENT NO. 2005-0029549
- (R6) UNRECORDED ALTA SURVEY FOR HARTER PACKING COMPANY BY VON GELDERN ENGINEERING (1985)

LEGEND

- () EMBRACES RECORD DATA
- PUE PUBLIC UTILITY EASEMENT
- PSE PUBLIC SERVICE EASEMENT
- M MEASURED
- 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
FOUND STANDARD CENTERLINE MONUMENT
SET STANDARD CENTERLINE MONUMENT

BASIS OF BEARINGS

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SUBDIVIDED AREA = 14.53 ACRES

LOTS = 10.48 ACRES

ROADS = 4.05 ACRES

HARTER ESTATES NORTH
CITY OF YUBA CITY

BEING A PORTION OF PARCEL A AS DESCRIBED THE GRANT DEED FOR LOT LINE ADJUSTMENT 21-10 RECORDED FEBRUARY 18, 2022 IN DOCUMENT NUMBER 2022-0002643.

COUNTY OF SUTTER CALIFORNIA JANUARY 2023
PREPARED BY: MHM INC. 1204 "E" STREET, MARYSVILLE, CA 95901 21185 SHEET 2 OF 4



Curve Table			
Curve #	Length	Radius	Delta
C1	51.76	850.00	003°29'21"
C2	730.57	850.00	049°14'43"
C3	33.81	20.00	096°51'08"
C4	82.89	1019.00	004°39'39"
C5	38.97	1019.00	002°11'28"
C6	31.42	20.00	090°00'00"
C7	31.42	20.00	090°00'00"
C8	31.42	20.00	090°00'00"
C9	31.42	20.00	090°00'00"
C10	19.72	30.00	037°39'19"
C11	57.45	1039.50	003°10'00"
C12	27.58	20.00	079°00'40"
C13	60.08	44.50	077°21'44"
C14	38.42	44.50	049°27'47"
C15	15.72	30.00	030°01'45"
C16	13.53	30.00	025°50'31"
C17	29.88	50.00	034°14'18"
C18	41.15	50.00	047°09'23"
C19	41.15	50.00	047°09'23"
C20	11.46	50.00	013°07'58"
C21	13.53	30.00	025°50'31"
C22	31.13	20.00	089°10'47"
C23	85.45	1019.00	004°48'16"
C24	1.91	1019.00	000°06'26"

C105	31.42	20.00	090°00'00"
C106	31.73	20.00	090°53'13"
C107	82.96	981.00	004°50'42"
C108	13.53	30.00	025°50'55"
C109	123.70	50.00	141°44'52"
C110	13.53	30.00	025°50'56"
C111	97.75	1000.00	005°36'01"
C112	77.80	1000.00	004°27'28"
C113	100.04	1000.00	005°43'55"
C114	70.73	1000.00	004°03'08"
C115	100.04	1000.00	005°43'55"
C116	70.73	1000.00	004°03'08"
C117	77.78	1019.00	004°22'23"
C118	46.41	30.00	088°38'28"
C119	46.41	30.00	088°38'28"
C120	47.90	1019.00	002°41'36"
C121	69.38	981.00	004°03'08"
C122	163.69	1000.00	009°22'43"

RECORD REFERENCES

- (R1) LOT LINE ADJUSTMENT 21 - 10 - DOCUMENT NO. 2022-0002643
- (R2) RECORD OF SURVEY FOR SIERRA CENTRAL CREDIT UNION - BOOK 18 OF ROS PAGES 239 (2016)
- (R3) GRANT DEED FOR RIGHT OF WAY - DOCUMENT NO. 2005-0029547
- (R4) GRANT DEED FOR RIGHT OF WAY - DOCUMENT NO. 2005-0029548
- (R5) GRANT DEED FOR TANK / PARK PARCEL- DOCUMENT NO. 2005-0029549
- (R6) UNRECORDED ALTA SURVEY FOR HARTER PACKING COMPANY BY VON GELDERN ENGINEERING (1985)

LEGEND

- () EMBRACES RECORD DATA
- PUE PUBLIC UTILITY EASEMENT
- PSE PUBLIC SERVICE EASEMENT
- M MEASURED
- 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
- △ FOUND STANDARD CENTERLINE MONUMENT
- ▲ SET STANDARD CENTERLINE MONUMENT

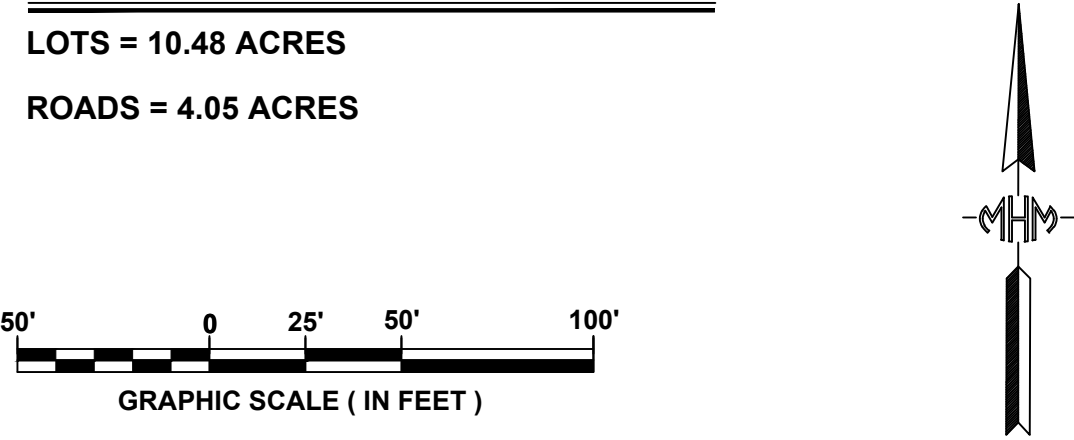
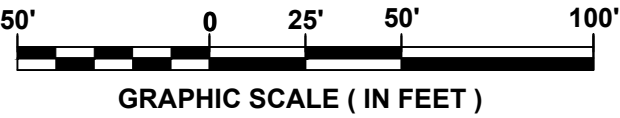
BASIS OF BEARINGS

BEARINGS SHOWN HEREON ARE BASED ON THAT RECORD OF SURVEY FILED IN BOOK 18 OF RECORD OF SURVEYS AT PAGE 239, SUTTER COUNTY RECORDS.

SUBDIVIDED AREA = 14.53 ACRES

LOTS = 10.48 ACRES

ROADS = 4.05 ACRES



HARTER ESTATES NORTH
CITY OF YUBA CITY

BEING A PORTION OF PARCEL A AS DESCRIBED THE GRANT DEED FOR LOT LINE ADJUSTMENT 21-10 RECORDED FEBRUARY 18, 2022 IN DOCUMENT NUMBER 2022-0002643.

COUNTY OF SUTTER
CALIFORNIA

JANUARY 2023

PREPARED BY: MHM INC. 1204 "E" STREET, MARYSVILLE, CA 95901
21185

SHEET 3 OF 4



Curve Table			
Curve #	Length	Radius	Delta
C1	51.76	850.00	003°29'21"
C2	730.57	850.00	049°14'43"

C24	1.91	1019.00	000°06'26"
C25	77.74	981.00	004°32'26"
C26	39.79	25.00	091°11'29"
C27	48.98	981.00	002°51'40"
C28	70.14	50.00	080°22'25"
C28	30.60	1019.00	001°43'14"
C29	41.47	1019.00	002°19'54"
C30	31.42	20.00	090°00'00"
C31	31.42	20.00	090°00'00"
C32	31.42	20.00	090°00'00"
C33	13.53	30.00	025°50'31"
C34	11.46	50.00	013°07'58"
C35	41.15	50.00	047°09'23"
C36	41.58	50.00	047°38'57"
C37	29.45	50.00	033°44'44"
C38	13.53	30.00	025°50'31"
C39	13.53	30.00	025°50'31"
C40	23.97	50.00	027°28'00"
C42	29.53	50.00	033°50'37"
C43	13.53	30.00	025°50'31"
C44	31.42	20.00	090°00'00"
C45	102.04	481.00	012°09'18"
C46	33.50	481.00	003°59'28"
C47	13.53	30.00	025°50'31"
C48	123.70	50.00	141°44'56"
C49	13.53	30.00	025°50'31"
C50	53.29	1000.00	003°03'12"
C51	50.03	1019.00	002°48'46"
C52	31.42	20.00	090°00'00"
C53	31.42	20.00	090°00'00"
C54	31.42	20.00	090°00'00"
C55	32.48	20.00	093°03'12"
C56	30.35	20.00	086°56'48"
C57	45.48	918.50	002°50'13"
C58	51.00	918.50	003°10'52"
C59	51.65	918.50	003°13'20"
C60	35.76	918.50	002°13'51"
C61	39.79	25.00	091°11'29"
C62	47.90	1019.00	002°41'36"
C63	247.65	908.00	015°37'36"
C64	77.78	1019.00	004°22'23"
C65	82.96	981.00	004°50'42"
C66	31.73	20.00	090°53'13"
C67	46.41	30.00	088°38'28"
C68	782.33	850.00	052°44'04"

C115	100.04	1000.00	005°43'55"
C116	70.73	1000.00	004°03'08"
C117	77.78	1019.00	004°22'23"
C118	46.41	30.00	088°38'28"
C119	46.41	30.00	088°38'28"
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S.F. SQUARE FEET
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○ CALCULATED POINT - NOTHING FOUND OR SET
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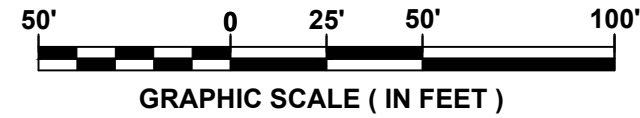
BASIS OF BEARINGS

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HARTER ESTATES NORTH
CITY OF YUBA CITY

BEING A PORTION OF PARCEL A AS DESCRIBED THE GRANT DEED FOR LOT LINE ADJUSTMENT 21-10 RECORDED FEBRUARY 18, 2022 IN DOCUMENT NUMBER 2022-0002643.

COUNTY OF SUTTER
CALIFORNIA
PREPARED BY: MHM INC. 1204 "E" STREET, MARYSVILLE, CA 95901
21185
JANUARY 2023
SHEET 4 OF 4

CITY OF YUBA CITY
STAFF REPORT

Date: July 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: Harter Estates South (Annexation #4 of property in CFD 2021-1)
Recommendation: Adopt a Resolution annexing a certain area, Harter Estates South, within the City Limits into an existing Community Facilities District (CFD No. 2021-1) to fund municipal services, and filing said Resolution, along with the Fourth Amendment to the Notice of Special Tax Lien, in the office of County Recorder of the County of Sutter
Fiscal Impact: This CFD annexation will provide \$515.10 per single family unit annually, with provisions for inflation

Purpose:

To include new residential development in a Community Facilities District (CFD) to pay for impacts to City Services.

Council's Strategic Goals:

This item addresses the City Council's Strategic Goal of operating government in a fiscally responsible and responsive manner.

Background:

The City's adopted policy and Project Conditions of Approval for new residential development include a requirement that the development pay for its share of operations and/or maintenance for police, fire, parks, drainage, and ongoing street maintenance costs. On April 28, 2021, the Planning Commission approved Tentative Map SM 19-04, Harter Estates South, to subdivide a 14.73-acre parcel into 77 single family residential parcels located on the west side of the Harter Specific Plan Area, east of Ruth Avenue, and south of Vine Avenue. Planning Commission Condition of Approval No. 34 contains the requirement to pay for operations and/or maintenance for police, fire, parks, drainage, and ongoing street maintenance costs.

The Mello-Roos Community Facilities Act of 1982 (Act) provides a mechanism for cities to form CFDs in order to finance the provision of certain municipal services. The types of services that may be provided by a CFD are as follows:

1. Police

2. Fire
3. Recreation and Library
4. Maintenance of parks, parkways and open space
5. Maintenance of Roadways
6. Flood and storm protection services
7. Hazardous substance removal or remediation

On May 18, 2021, Council adopted Resolution 21-047 establishing policies related to CFDs for services. At this same meeting, Council adopted Resolution 21-048 stating its intention to establish City of Yuba City Community Facilities District 2021-1 (Municipal Services) (CFD 2021-1), authorize the levy of a special tax within the district, and authorize the annexation of future territory into the future annexation area by unanimous written approval

On July 6, 2021, Council voted the Initial Property (Dunn Ranch Estates – Unit 1 Subdivision [56 residential lots] at the southeast corner of Royo Ranchero Drive and Monroe Drive) to be part of CFD 2021-1 and subject to the special taxes therein. Council also voted to include a Future Annexation Area. The Future Annexation Area consists of several undeveloped, residential zoned properties generally in the western and southern Yuba City Urbanized Area. The Future Annexation Area allows new property owners to annex to the district by unanimous written consent, which streamlines the CFD annexation process.

Analysis:

The Developer of Harter Estates South has executed an Unanimous Approval of Annexation to a Community Facilities District (CFD 2021-1) to satisfy this condition. Harter Estates South will be the fourth property to annex to CFD 2021-1 (Annexation No. 4), and will be subject to the special taxes therein.

In Resolution 21-048, Council directed the preparation of the Report for CFD 2021-1 to show the services to be provided in CFD 2021-1. The Hearing Report for CFD 2021-1 follows the same methodology used in the formation of CFD 2017-1, which initially established a maximum levy of \$425 annually per single family residential unit with an escalation factor equal to the percentage escalation of the City's combined Police and Fire Department budgets, up to a maximum escalation of 4 percent. The current levy in fiscal year 2023/24 is \$515.10 annually per single family residential unit and \$375.72 annually per multi-family residential unit, which will be subject to future escalation in accordance with the rate and method of apportionment of the special tax.

A Notice of Special Tax Lien is to be recorded concurrently with the boundary map (Annexation No. 4 – Harter Estates South) in the Office of the County Recorder for the County of Sutter, State of California. The lien of the Special Tax is a continuing lien which shall secure each annual levy of the Special Tax within the area of Annexation No. 4 (Harter Estates South).

Fiscal Impact:

A total of 77 residential parcels are contained in Harter Estates South resulting in a total current annual levy of \$39,662.70, based on fiscal year 2023/24 rates.

The developer is responsible for covering the costs of annexing to the CFD.

Alternatives:

Do not adopt a resolution annexing Harter Estates South into CFD No. 2021-1 to fund Municipal Services, and direct staff on other acceptable means of assuring this development contributes its fair

share of impacts to services.

Recommendation:

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

Attachments:

1. Resolution approving Annexation No. 4 (Harter Estates South) to CFD 2021-1 with Exhibits
2. Fourth Amendment to Notice of Special Tax Lien with Exhibits

Prepared By:

Kevin Bradford
Deputy Public Works Director – Engineering

Submitted By:

Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY IN ITS CAPACITY AS THE LEGISLATIVE BODY OF THE CITY OF YUBA CITY COMMUNITY FACILITIES DISTRICT NO. 2021-1 (MUNICIPAL SERVICES) APPROVING ANNEXATION NO. 4 (HARTER ESTATES SOUTH) TO SAID DISTRICT RELATING TO THE PROPERTY LOCATED ON THE WEST SIDE OF THE HARTER SPECIFIC PLAN AREA, EAST OF RUTH AVENUE, AND SOUTH OF VINE AVENUE.

WHEREAS, on May 18, 2021, this City Council adopted a resolution entitled “A Resolution Of The City Council Of The City Of Yuba City Declaring Its Intention To Establish Yuba City Community Facilities District No. 2021-1 (Municipal Services), To Authorize The Levy Of A Special Tax Therein To Finance Certain Services And To Authorize The Annexation Of Future Territory In The Future Annexation Area To The District By Unanimous Written Approval” (the “Resolution of Intention”), stating its intention to form Yuba City Community Facilities District No. 2021-1 (Municipal Services) (the “CFD”), pursuant to Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing with Section 53311, of the California Government Code (the “Act”) and a future annexation area to the CFD (“Future Annexation Area”);

WHEREAS, the Resolution of Intention, setting forth a description of the proposed boundaries of the CFD and Future Annexation Area, services to be financed by the CFD (“Services”) and Future Annexation Area, including incidental expenses, and the rate and method of apportionment (the “Rate and Method”) of the special tax (the “Special Tax”) to be levied within the CFD to pay for the Services, is on file with the City Clerk and the provisions thereof are incorporated herein by this reference as if fully set forth herein;

WHEREAS, the Resolution of Intention set July 6, 2021, as the date for the joint public hearing on the establishment of the CFD, the extent of the CFD, the Future Annexation Area, the furnishing of the Services within the CFD, and the proposed Rate and Method;

WHEREAS, a notice of the public hearing to be held on July 6, 2021 was published in accordance with the Act;

WHEREAS, on July 6, 2021, this Council held noticed joint public hearing as required by the Act and the Resolution of Intention relative to the proposed formation of the CFD and the Future Annexation Area;

WHEREAS, at the hearing all interested persons desiring to be heard for or against the establishment of the CFD, the extent of the CFD, the furnishing of the Services and the Rate and Method and the Future Annexation Area were heard and a full and fair hearing was held;

WHEREAS, at the hearing evidence was presented to this Council on such matters before it, including a special report (the “Hearing Report”) as to the Services to be provided through the CFD and the costs;

WHEREAS, following the close of the hearing, written protests with respect to the formation of the CFD, the furnishing of specified types of services and the Rate and Method had not been filed with the City Clerk by fifty percent (50%) or more of the registered voters residing

within the territory of the CFD or property owners of one-half (1/2) or more of the area of land within the CFD and not exempt from the proposed special taxes; and

WHEREAS, following the close of the hearing, written protests with respect to the Future Annexation Area, the furnishing of specified types of services and the Rate and Method had not been filed with the City Clerk by fifty percent (50%) or more of the registered voters residing within the territory of the CFD or Future Annexation Area or property owners of one-half (1/2) or more of the area of land within the CFD or Future Annexation Area and not exempt from the proposed special taxes; and

WHEREAS, on July 6, 2021, the City Council adopted Resolution No. 21-094, which is on file with the City Clerk and incorporated herein by this reference, that ordered the formation of the CFD and Future Annexation Area, defined the public services (the "Services") to be provided by the CFD, authorized the levy of a special tax on property within the CFD, preliminarily established an appropriations limit for the CFD, and approved future qualifying projects the ability to voluntarily annex into the Future Annexation Area by unanimous approval of the property owners, all pursuant to the Act; and

WHEREAS, on July 6, 2021, the City Council adopted Resolution No. 21-095 that called a special election for July 6, 2021, at which the questions of levying a special tax and establishing an appropriations limit with respect to the CFD were submitted to the qualified electors within the CFD; and

WHEREAS, on July 6, 2021, the City Council adopted Resolution No. 21-096, that declared the results of the special election and finding that more than two-thirds (2/3) of all votes cast at the special election were in favor of the issue presented, and such measure passed; and

WHEREAS, on July 12, 2021 a notice of special tax lien was recorded with the Office of the County Recorder of the County of Sutter, as Document No. 2021-0012518 the "Notice of Special Tax Lien"), thereby giving notice that the lien to secure payment of the special tax was imposed on the land in the CFD; and

WHEREAS, the owner (the "Property Owner") of the parcels listed in Exhibit A hereto and incorporated herein by this reference, located within the Future Annexation Area (the "Property") has agreed to mitigate certain impacts of the proposed development of the Property by paying for the Services financed by the CFD; and

WHEREAS, pursuant to the Act, the Property Owner has executed a unanimous approval, attached hereto as Exhibit B and incorporated herein by this reference (the "Unanimous Approval"), constituting the Property Owner's unanimous approval and unanimous vote in favor of the annexation of the Property to the CFD and the levy of special taxes on the Property; and

WHEREAS, the City Council now wishes to approve this Annexation No. 4 of the Property pursuant to the simplified process for annexations under Sections 53328.1, 53339.7 and/or 53339.8 of the Act and add Annexation No. 4 (Harter Estates South) as part of the CFD.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF YUBA CITY, ACTING AS LEGISLATIVE BODY OF THE CITY OF YUBA CITY COMMUNITY FACILITIES DISTRICT NO. 2021-1 (MUNICIPAL SERVICES) DOES HEREBY RESOLVE AS FOLLOWS:

1. Recitals. The City Council finds and determines that all the foregoing recitals are true and correct and incorporated herein.

2. Unanimous Approval. The City Council hereby receives and files the Unanimous Approval as Annexation No. 4 (Harter Estates South) to the CFD, and hereby further authorizes and directs the officers of the City to do any and all things to execute and delivery all documents they may deem necessary or advisable in order to consummate the transaction described herein and to effectuate the purpose of this Resolution.

3. Approval of Annexation. The City Council hereby determines that the Property is added to and part of the CFD with full effect and the City Council approves and confirms the Rate and Method of Apportionment of the Special Tax attached to the Unanimous Approval this reference incorporated herein. The City Council hereby finds that the Property Owner's unanimous written approval is equivalent to an election pursuant to Government Code Section 53339.7(a) of the Act. The Property is added to and part of the existing CFD with full legal effect, and the City Council shall levy any special tax within the annexed territory as specified in the Ordinance No. 005-021 adopted with respect to the CFD pursuant to Government Code Section 53340, any resolution related thereto and, as specified in the Resolution of Intention, and as specified in any other Ordinance, if any, adopted pursuant to Government Code Section 53340.

4. Consolidation of Annexed Map. The City Council hereby determines that the territory described in Exhibit C hereto, and further defined in the map entitled "Annexation Map No. 4 (Harter Estates South) of City of Yuba City Community Facilities District No. 2021-1 (Municipal Services), City of Yuba City, County of Sutter, State of California" which is on file with the City Clerk, is added to and part of the CFD with full effect. The City Clerk is hereby authorized and directed to endorse the certificates set forth on the map and to record the map in accordance with the provisions of Sections 3111, 3113 and 3113.5 of the Streets and Highways Code of the State of California.

5. Validity of Procedures. The City Council hereby finds and determines that all prior proceedings and actions taken by the City Council pursuant to the Act in connection with the formation, voluntary annexation area and annexation of territory to the CFD, including this Annexation No. 4 (Harter Estates South), were and are valid and in conformity with the Act.

6. Amendment to Notice of Special Tax Lien. The City Clerk, or designee, is hereby directed to complete, execute and cause to be recorded in the office of County Recorder of the County of Sutter, an amendment to the Notice of Special Tax Lien, in accordance with the provisions of Sections 3114.5 and 3117.5 of California Streets and Highways Code of the State of California within fifteen (15) days of the adoption of this Resolution, evidencing that the Property is added to the CFD.

7. Effective Date. The City Clerk shall certify the adoption of this Resolution. This Resolution shall take effect upon its adoption.

[SIGNATURES ON FOLLOWING PAGE]

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 18th day of July, 2023, by the following vote:

AYES:

NOES:

ABSENT:

Wade Kirchner, Mayor

ATTEST

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM:

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

Exhibits:

- A. Assessor parcel Numbers and Owners of Land
- B. Unanimous Approval
 - a) Exhibit A – Description of Services
 - b) Exhibit B – Annexation No. 4, Rate and Method of Apportionment
 - c) Exhibit C – Annexation Map No. 4 of Harter Estates South

EXHIBIT A

**CITY OF YUBA CITY
COMMUNITY FACILITIES DISTRICT NO. 2021-1
(MUNICIPAL SERVICES)**

ANNEXATION NO. 4 (HARTER ESTATES SOUTH)

ASSESSOR'S PARCEL NUMBERS AND OWNERS OF LAND

Assessor Parcel No(s)

62-310-014

Name of Property Owner

D.R. Horton, CA2, Inc.,
A California corporation

That will become 77 lots with assessor parcel numbers

62-310-TBD

D.R. Horton, CA2, Inc.,
A California corporation

EXHIBIT B

**CITY OF YUBA CITY
COMMUNITY FACILITIES DISTRICT NO. 2021-1
(MUNICIPAL SERVICES)**

ANNEXATION NO. 4 (HARTER ESTATES SOUTH)

UNANIMOUS APPROVAL

[attached]

**UNANIMOUS APPROVAL
of Annexation to a Community Facilities District and Related Matters**

City of Yuba City

**Community Facilities District No. 2021-1
(Municipal Services)**

Annexation No. 4 (Harter Estates South)

To the Honorable City Council
City of Yuba City, as legislative body of
Community Facilities District No. 2021-1
(Municipal Services)
1201 Civic Center Boulevard,
Yuba City, California 95993

Members of the City Council:

This constitutes the Unanimous Approval (the "Unanimous Approval") of D.R. Horton CA2, Inc., a California corporation, the record owner(s) (the "Property Owner") of the fee title to the real property identified below (the "Property") contemplated by Sections 53328.1 and/or 53339.3 et seq. of the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"), to the annexation of the Property to the "City of Yuba City Community Facilities District No. 2021-1 (Municipal Services)" (the "CFD") and approval of the special taxes to be levied against the Property, and the undersigned hereby states, certifies, agrees and declares under penalty of perjury, as follows:

1. Property Owner. This Unanimous Approval is submitted by the Property Owner as the record owner(s) of fee title to the Property. The Property Owner has supplied to the City current evidence of its ownership of fee title to the Property. No parties are residing on the Property and therefore there are no registered voters on the Property.

2. Approval of Annexation. This Unanimous Approval constitutes the unanimous approval and unanimous vote by the Property Owner in favor of the annexation of the Property to the CFD. The CFD was formed to finance the municipal services, which are incorporated herein by this reference (the "Services") described in Exhibit A hereto and made a part hereof. In such connection Property Owner has reviewed the list of the Services and hereby agrees, consents and approves to the Services and the Annexation of the Property to the CFD for the benefit of the City and the CFD.

3. Approval of Special Tax and the Services. This Unanimous Approval constitutes the unanimous approval and unanimous vote by the Property Owner in favor of the levy of special taxes (the "Special Taxes") on the Property to finance the Services. The Special Taxes will be levied according to the Rate and Method of Apportionment of Special Taxes for the CFD attached hereto as Exhibit B and made a part hereof (the "Rate and Method"). In such connection property owner consents and approves of the Rate and Method and understands that such taxes shall be levied against the Property.

4. Approval of the Appropriations Limit. This Unanimous Approval constitutes the unanimous approval and unanimous vote by the Property Owner in favor of the appropriations limit

Annexation No. 4 (Harter Estates South)

established for the CFD. The Property Owner hereby approves, consents and agrees to the appropriations limit for the CFD of \$1,700,000, pursuant to Article XIII B of the California Constitution, as adjusted for changes in the cost of living and changes in the population.

5. Waivers and Vote. Resolution No. 21-048 adopted by the City Council on May 18, 2021 and Resolution No. 21-094 adopted by the City Council on July 6, 2021 and Sections 53328.1 and 53339.3 of the Act provide an alternate and independent procedure for annexation to a community facilities district that simplifies the annexation process. Under such process, the Property Owner acknowledges and agrees that by executing this Unanimous Approval, the Property Owner is voluntarily waiving any and all right to an election held in accordance with Sections 53326, 53327, 53327.5, 53328, 53339.7, 53339.8 and other relevant provisions of the Act. The Property Owner hereby confirms that this Unanimous Approval constitutes its unanimous approval and unanimous vote as described herein and as contemplated by Section 53339.3 *et seq.* of the Act and for purposes of the California Constitution Article XIII A and XIII C. In lieu of an approval by public hearing, ballot and election, if any, the Property Owner intends for this Unanimous Approval to constitute its ballot and election and waiver of a public hearing. Further, the Property Owner hereby waives all other rights with respect to the annexation of the Property, the levy of the Special Taxes on the Property in accordance with the rate and method of apportionment and the other matters covered in this Unanimous Approval.

6. Recordation of Amendment to Notice of Special Tax Lien. The Notice of Special Tax Lien for the CFD was recorded in the Office of the County Recorder of the County of Sutter, State of California on July 12, 2021, as Document No. 2021-0012518.

The Property Owner hereby understands and agrees, consents and approves to the City Clerk, or City designee, to execute and cause to be recorded in the office of the County Recorder of the County of Sutter an amendment to the Notice of Special Tax Lien for the CFD as required by Section 3117.5 of the California Streets and Highways Code. The amendment to the Notice of Special Tax Lien shall include the Rate and Method as an exhibit thereto.

7. Authority Warranted. The Property Owner warrants to the City that the presentation of this Unanimous Approval, any votes, consents or waivers contained herein, and other actions for the annexation of the Property to the CFD and the levy of special taxes within the area of the Property shall do not constitute events of default or delinquencies under any existing or proposed financing documents entered into or to be entered into by the Property Owner for the Property, including any “due-on-encumbrance” clauses under any existing security instruments secured by the Property.

8. Due Diligence and Disclosures. The Property Owner agrees to cooperate with the City and its attorneys and consultants and to provide all information and disclosures required by the City and/or the Act about the Special Taxes to purchasers of the Property or any part of it.

9. Agreements. The Property Owner further agrees to execute such additional or supplemental agreements as may be required by the City to provide for any of the actions and conditions described in this Unanimous Approval, including any cash deposit required to pay for the City’s costs in annexing the Property to the CFD.

10. The Property. The Property is identified below, and such Property Owner approves, consents and agrees that Property will be subject to the CFD upon recordation of the amendment to the

Notice of Special Tax Lien. The Property is located in the Future Annexation Area of the CFD and the map is attached hereto as Exhibit C.

Assessor's Parcel Number(s):

APN	Acreage	Anticipated Units	Property Owner
62-310-014	14.73	77	D.R. Horton, CA2, Inc., a California corporation

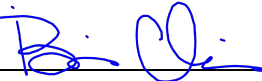
Acres: 14.73

By executing this Unanimous Approval, the Property Owner agrees, consents, declares and certifies to all of the above.

Annexation No. 4 (Harter Estates South)

Property Owner

By: D.R. Horton, CA2, Inc., a California corporation

By: _____

Name: Bonnie Chiu

Title: Vice President

Notice Address

Harter Estates Project Manager
3000 Lava Ridge Court, Suite 130
Roseville, CA 95661

EXHIBIT A

Yuba City

Community Facilities District No. 2021-1

(Municipal Services)

DESCRIPTION OF SERVICES

The Services to be funded by the CFD include the following services and all incidental expenses related to such services, all of which are authorized by the Act:

PUBLIC SERVICES

- (a) Police protection services;
- (b) Fire protection and suppression services, ambulance and paramedic services;
- (c) maintenance of parks, parkways, streets, roads, and open space;
- (d) flood and storm protection services, including but not limited to the maintenance of storm drainage systems and sandstorm protection systems,
- (e) Services with respect to the removal or remedial action for the cleanup of any hazardous substance released or threatened to be released into the environment, subject to the limitations contained in Section 53313 of the Act;
- (f) Maintenance and operation of any real property or other tangible property with an estimated useful life of five or more years that is owned by the local agency or by another local agency pursuant to an agreement entered into under Section 53316.2; and
- (g) costs incurred by the City and or County in formation of the district, annexation and annual contract administration.

In accordance with Section 53313 of the Act, the additional services may not supplant services available within the territory when the district was created or annexed.

The same types of services which are authorized to be financed by CFD No. 2021-1 are the types of services to be provided in the Future Annexation Area, as properties are annexed.

The services include operational and maintenance costs associated with providing such services.

EXHIBIT B

City of Yuba City

**Community Facilities District No. 2021-1
(Municipal Services)**

RATE AND METHOD OF APPORTIONMENT

The Special Tax shall be levied in Annexation No. 4 (Harter Estates South) in accordance with the Rate and Method of Apportionment of Special Tax for City of Yuba City Community Facilities District No. 2021-1 (Municipal Services) pursuant to the rate set forth in the attachment hereto.

**CITY OF YUBA CITY
COMMUNITY FACILITIES DISTRICT NO. 2021-1
(MUNICIPAL SERVICES)
RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX**

A Special Tax applicable to each Assessor's Parcel in Community Facilities District No. 2021-1 (Municipal Services) [herein "CFD No. 2021-1"] shall be levied and collected according to the tax liability determined by the City Council, acting in its capacity as the legislative body of CFD No. 2021-1, through the application of the appropriate Special Tax rate, as described below. All of the property in CFD No. 2021-1, unless exempted by law or by the provisions of Section E below, shall be taxed for the purposes, to the extent, and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acreage" or "Acre" means the land area making up an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final subdivision map or other parcel map recorded at the County Recorder's Office.

"Administrative Expenses" means the costs incurred by the City to determine, levy and collect the Special Tax, including salaries of City employees and fees of consultants and the costs of collecting installments of the Special Taxes upon the general tax rolls; preparation of required reports, and any other costs required to administer the CFD No. 2021-1 as determined by the Finance Director.

"Administrator" means the person or firm designated by the City to administer the Special Taxes according to this Rate and Method of Apportionment of Special Tax.

"Annual Tax Escalation Factor" means an annual increase in the Maximum Special Tax following the Base Year in an amount not to exceed four percent (4%). The Annual Tax Escalation Factor shall be based on the budgeted escalation of the City of Yuba City's combined Police and Fire Departments from the previous fiscal year.

"Assessor's Parcel" or "Parcel" means a lot or parcel shown in an Assessor's Parcel Map with an assigned Assessor's Parcel number.

"Assessor's Parcel Map" means an official map of the County Assessor designating parcels by Assessor's Parcel number.

"Authorized Services" means the public services authorized to be funded by CFD No. 2021-1 as set forth in the documents adopted by the City Council when the CFD No. 2021-1 was formed.

"Base Year" means Fiscal Year 2020-2021.

"City" means the City of Yuba City.

"City Council" means the City Council of the City of Yuba City, acting as the legislative body of CFD No. 2021-1.

"County" means Sutter County, California.

"Developed Residential Property" means, in any Fiscal Year, all Parcels of Taxable Property for which a use permit or building permit for new construction of a residential structure was issued prior to June 30 of the preceding Fiscal Year.

"Finance Director" means the Finance Director for the City or his or her designee or successor.

"Fiscal Year" means the period starting on July 1 and ending on the following June 30.

"Maximum Special Tax" means the maximum Special Tax determined in accordance with Section C below that can be levied on Taxable Property in any Fiscal Year.

"Multi-Family Property" means, in any Fiscal Year, all units in CFD No. 2021-1 for which a building permit was issued or may be issued for construction of a residential structure with multiple units that share common walls, all of which are offered for rent to the general public.

"Public Property" means any property within the boundaries of CFD No. 2021-1 that is owned by the federal government, State of California, County, City, or other public agency.

"Residential Unit(s)" means an individual lot of land for which a building permit could be issued to construct one or more residential dwelling units.

"Residential Property" means all Assessor's Parcels of Taxable Property for which a map has been recorded designating individual Residential Units.

"Non-Residential Property" means all Assessor's Parcels of Taxable Property within the boundaries of CFD No. 2021-1 for which a map has been recorded designating the Assessor's Parcel as a lot for which a building permit could be issued and the Assessor's Parcel cannot be classified as a Residential Property.

"Special Tax" means any tax levied to pay for Authorized Services and Administrative Expenses.

"Single Family Property" means buildings containing one dwelling unit located on a single lot that are individually owned, including attached or detached residences (i.e., townhome unit and/or condominium units).

"Taxable Property" means all Assessor's Parcels within the boundaries of CFD No. 2021-1 designated as Developed Residential Property.

"Undeveloped Residential Property" means all Parcels of Residential Property within the boundaries of CFD No. 2021-1 that are not Developed Residential Property, as determined by the Administrator.

"Unit" means an individual single family detached unit or an individual residential unit within a duplex, triplex, fourplex, townhome, condominium, or apartment structure.

CATEGORIZING PARCELS FOR ANNUAL TAX LEVY

Each Fiscal Year, the Administrator shall identify the current Assessor's Parcel numbers for all Parcels within CFD No. 2021-1, and each parcel shall be classified as Developed Residential Property, Non-Residential Property, Public Property, or Undeveloped Residential Property, and shall be subject to the levy of annual Special Taxes determined pursuant to Sections C and D below.

B. MAXIMUM SPECIAL TAX RATE

All Taxable Property within the CFD No. 2021-1 shall be subject to a Maximum Special Tax that will be levied each Fiscal Year to pay for Authorized Services. As discussed above, the Administrator shall rely first on the Land Use Designation for a Parcel to determine the appropriate Maximum Special Tax in **Table 1**, below, but, in the absence of an assigned Land Use Designation, the Administrator shall refer to the Zoning Designation and land use to be built on the Parcel. The following Maximum Special Tax rates apply to all Parcels of Developed Property within CFD No. 2021-1:

Each Residential Unit is subject to the Maximum Special Tax shown in **Table 1**, below.

Non- Residential Property, Undeveloped Property, and Public Property is not subject to the Maximum Special Tax.

Table 1

Property Land Use	Fiscal Year 2020/21 Maximum Special Tax Amount *
Single Family Property	\$467.10 per Single Family Residential Unit
Multi-Family Property	\$340.70 per Multi-Family Residential Unit
Undeveloped Residential Property	\$0 per Assessor's Parcel

* Beginning July 1, 2021 and each July 1 thereafter, all of the Maximum Special Taxes shown in **Table 1** above shall be adjusted by applying the Annual Tax Escalation Factor.

C. METHOD OF LEVY AND COLLECTION OF SPECIAL TAX

Each Fiscal Year, the Administrator shall levy the Maximum Special Tax on each Parcel of Developed Property in CFD No. 2021-1. The Special Tax for CFD No. 2021-1 shall be collected in the same manner and at the same time as ordinary ad valorem property taxes provided, however, that CFD No. 2021-1 may (under the authority of Government Code Section 53340) in any particular case bill the taxes directly to the property owner off the County tax roll, and the Special Tax will be equally subject to foreclosure if delinquent.

D. LIMITATIONS

Notwithstanding any other provision of this Rate and Method of Apportionment of Special Tax, no Special Tax shall be levied on Public Property, Non-Residential Property, or Undeveloped Residential Property.

E. FUTURE ANNEXATIONS

It is anticipated that additional properties will be annexed to CFD No. 2021-1 from time to time. The property to be annexed will be assigned to the appropriate Maximum Special Tax rate for the Tract or Tracts when annexed, as pursuant to California Government Code section 53339 et seq.

In certain cases, it may be determined that a potential property to be annexed may require a higher cost to provide City services than other areas of the City (e.g., if it possesses a large quantity of City- owned infrastructure that requires maintenance). As each annexation is proposed, the City may elect to prepare an analysis to determine the annual cost for providing Services, and may incorporate unique zones with varying Maximum Special Tax rates. Such zones may be referred to by reference to a letter or number on the boundary map, and adjust the rates in Table 1 of such annexation to reflect the applicable rates.

The City may adopt a future annexation area in the future and allow for annexation by unanimous written consent.

F. INTERPRETATION OF SPECIAL TAX FORMULA

The City reserves the right to make minor administrative and technical changes to this document that do not materially affect the rate and method of apportioning the Special Tax. In addition, the interpretation and application of any section of this document shall be left to the City's discretion. Interpretations may be made by the City by ordinance or resolution for purposes of clarifying any vagueness or ambiguity in this Rate and Method of Apportionment of Special Tax.

G. TERM

The Special Tax shall be collected in perpetuity.

H. APPEALS

Any property owner claiming that the amount or application of the Special Tax is not correct may file a written notice of appeal with the Administrator not later than twelve months after having paid the first installment of the Special Tax that is disputed. The Administrator shall promptly review the appeal, and if necessary, meet with the property owner, consider written and oral evidence regarding the amount of the Special Tax, and rule on the appeal. If the decision of the Administrator requires that the Special Tax for an Assessor's Parcel be modified or changed in favor of the property owner, a cash refund shall not be made but an adjustment shall be made to the Special Tax on that Assessor's Parcel in the subsequent Fiscal Year(s) to compensate for the overpayment of the Special Tax.

EXHIBIT C

Yuba City

Community Facilities District No. 2021-1

(Municipal Services)

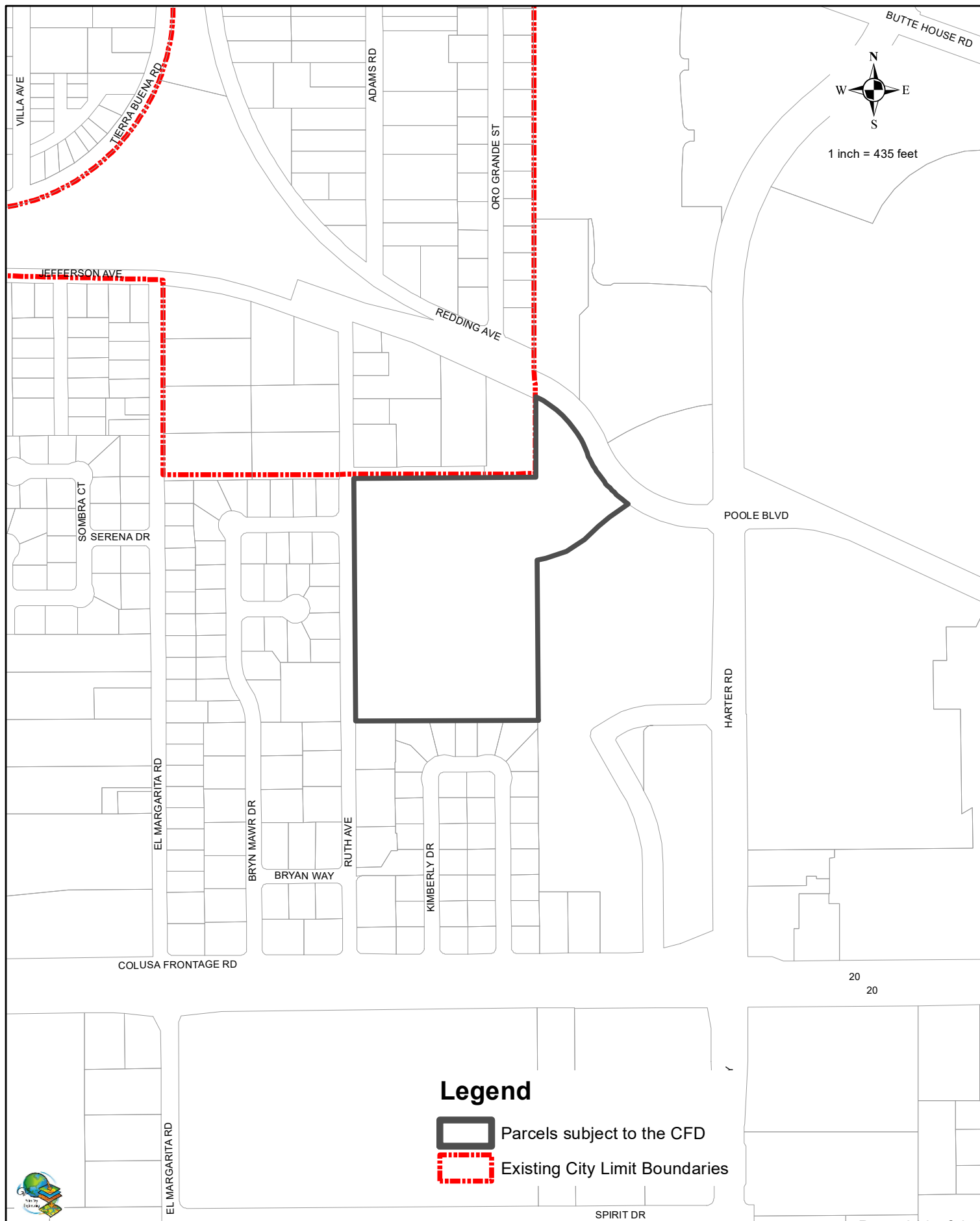
ANNEXATION MAP NO. 4 (HARTER ESTATES SOUTH) OF YUBA CITY COMMUNITY FACILITIES DISTRICT

NO. 2021-1

(MUNICIPAL SERVICES)], CITY OF YUBA CITY, STATE OF CALIFORNIA

[see attached]

Proposed Boundary Map of CFD No. 2021-1 Annexation No. 4 *Harter Estates South* *City of Yuba City, Sutter County, California*



ATTACHMENT 2

RECORDING REQUESTED BY AND
AFTER RECORDATION RETURN TO:

City of Yuba City
Attn: City Clerk
1201 Civic Center Boulevard
Yuba City, California 95993

FOURTH AMENDMENT TO NOTICE OF SPECIAL TAX LIEN

**City of Yuba City
Community Facilities District No. 2021-1
(Municipal Services)
Annexation No. 4 (Harter Estates South)**

Pursuant to the requirements of Sections 3114.5 and 3117.5 of the Streets and Highways Code and Government Code Section 53311, et seq., the undersigned City Clerk of the City of Yuba City, acting on behalf of City of Yuba City Community Facilities District No. 2021-1 (Municipal Services) (the "CFD"), HEREBY GIVES NOTICE that a lien is hereby imposed on taxable property within the property described herein Annexation No. 4 (Harter Estates South), which has been annexed to the CFD to secure payment of a special tax ("Special Tax") which the City Council of the City of Yuba City (the "City"), County of Sutter (the "County"), State of California, is authorized to annually levy for the following purpose of financing the following services:

- (a) Police protection services;
- (b) Fire protection and suppression services, ambulance and paramedic services;
- (c) maintenance of parks, parkways, streets, roads, and open space;
- (d) flood and storm protection services, including but not limited to the maintenance of storm drainage systems and sandstorm protection systems,
- (e) Services with respect to the removal or remedial action for the cleanup of any hazardous substance released or threatened to be released into the environment, subject to the limitations contained in Section 53313 of the Act;
- (f) Maintenance and operation of any real property or other tangible property with an estimated useful life of five or more years that is owned by the local agency or by another local agency pursuant to an agreement entered into under Section 53316.2; and

(g) costs incurred by the City and or County in formation of the district, annexation and annual contract administration.

The services include operational and maintenance costs associated with providing such services.

The Special Tax is authorized to be levied within the CFD that has now been officially formed and includes Annexation No. 4 (Harter Estates South) and the lien of the Special Tax is a continuing lien which shall secure each annual levy of the Special Tax and which shall continue in force and effect until the special tax obligation is prepaid, if applicable, permanently satisfied, and canceled in accordance with law or until the Special Tax ceases to be levied and a notice of cessation of Special Tax is recorded in accordance with Section 53330.5 of the Government Code.

The rate, method of apportionment, and manner of collection of the authorized special tax is as follows: The rate and method of apportionment of the authorized Special Tax is as shown in the Rate and Method of Apportionment set forth on Exhibit A attached hereto and incorporated herein by this reference (the "Rate and Method"). The Special Tax shall be collected in the same manner as ordinary ad valorem property taxes and shall be subject to the same penalties and the same procedure, sale and lien priority in case of delinquency as is provided for ad valorem taxes; provided, however, the CFD may utilize a direct billing procedure for any Special Taxes that cannot be collected on the County tax roll or may elect to collect the Special Taxes at a different time or in a different manner if necessary to meet its financial obligations. Conditions under which the obligation to pay the special tax may be prepaid and permanently satisfied and the lien of the special tax canceled are as follows: The Special Tax is levied perpetually as provided in the Rate and Method and there are no conditions upon which it may be prepaid.

Notice is further given that upon the recording of this notice in the Office of the County Recorder of Sutter County, the obligation to pay the Special Tax levy shall become a lien upon all non-exempt real property within the area of Annexation No. 4 (Harter Estates South) in accordance with Sections 3114.5, 3115.5 and 3117.5 of the Streets and Highways Code.

The (a) names of the owner(s) of the real property included within the annexed property to the CFD as they appear on the last secured assessment roll as of the date of recording of this Notice and (b) the Assessor's tax parcel(s) numbers of all parcels or any portion thereof which are included within Annexation No. 4 (Harter Estates South) to the CFD and not exempt from the special tax, are as set forth on the attached, referenced and incorporated Exhibit B.

Reference is made to the boundary map of the Annexation No. 4 (Harter Estates South) to the CFD recorded concurrently herewith in the Book of Maps of Assessment and Community Facilities Districts in the Office of the County Recorder

for the County of Sutter, State of California, which map is now the final boundary map of Annexation No. 4 (Harter Estates South) to the CFD. The Boundary Map of the original district is Recorded as Document No. 2021-0012517 in Book 3 of Assessment and Community Facilities Districts at Pages 93 through 96, in the Office of the County Recorder of the County of Sutter, State of California.

Reference hereby is made to the Amendment to Notice of Special Tax Lien to the CFD recorded as Document No. 2021-0012518 in the Records of the County Recorder of the County of Sutter.

For further information concerning the current and estimated tax liability of owners or purchasers of real property subject to this special tax lien, interested persons should contact the City of Yuba City, City Hall, Finance Director, 1201 Civic Center Boulevard Yuba City, California 95993, telephone number 530/822-4618

Dated: As of _____, 2023

By: _____
Ciara Wakefield, Deputy City Clerk
City of Yuba City

EXHIBIT A

See Rate and Method of Apportionment Attached

(Insert RMA)

**CITY OF YUBA CITY
COMMUNITY FACILITIES DISTRICT NO. 2021-1
(MUNICIPAL SERVICES)
RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX**

A Special Tax applicable to each Assessor's Parcel in Community Facilities District No. 2021-1 (Municipal Services) [herein "CFD No. 2021-1"] shall be levied and collected according to the tax liability determined by the City Council, acting in its capacity as the legislative body of CFD No. 2021-1, through the application of the appropriate Special Tax rate, as described below. All of the property in CFD No. 2021-1, unless exempted by law or by the provisions of Section E below, shall be taxed for the purposes, to the extent, and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acreage" or "Acre" means the land area making up an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final subdivision map or other parcel map recorded at the County Recorder's Office.

"Administrative Expenses" means the costs incurred by the City to determine, levy and collect the Special Tax, including salaries of City employees and fees of consultants and the costs of collecting installments of the Special Taxes upon the general tax rolls; preparation of required reports, and any other costs required to administer the CFD No. 2021-1 as determined by the Finance Director.

"Administrator" means the person or firm designated by the City to administer the Special Taxes according to this Rate and Method of Apportionment of Special Tax.

"Annual Tax Escalation Factor" means an annual increase in the Maximum Special Tax following the Base Year in an amount not to exceed four percent (4%). The Annual Tax Escalation Factor shall be based on the budgeted escalation of the City of Yuba City's combined Police and Fire Departments from the previous fiscal year.

"Assessor's Parcel" or "Parcel" means a lot or parcel shown in an Assessor's Parcel Map with an assigned Assessor's Parcel number.

"Assessor's Parcel Map" means an official map of the County Assessor designating parcels by Assessor's Parcel number.

"Authorized Services" means the public services authorized to be funded by CFD No. 2021-1 as set forth in the documents adopted by the City Council when the CFD No. 2021-1 was formed.

"Base Year" means Fiscal Year 2020-2021.

"City" means the City of Yuba City.

"City Council" means the City Council of the City of Yuba City, acting as the legislative body of CFD No. 2021-1.

"County" means Sutter County, California.

"Developed Residential Property" means, in any Fiscal Year, all Parcels of Taxable Property for which a use permit or building permit for new construction of a residential structure was issued prior to June 30 of the preceding Fiscal Year.

"Finance Director" means the Finance Director for the City or his or her designee or successor.

"Fiscal Year" means the period starting on July 1 and ending on the following June 30.

"Maximum Special Tax" means the maximum Special Tax determined in accordance with Section C below that can be levied on Taxable Property in any Fiscal Year.

"Multi-Family Property" means, in any Fiscal Year, all units in CFD No. 2021-1 for which a building permit was issued or may be issued for construction of a residential structure with multiple units that share common walls, all of which are offered for rent to the general public.

"Public Property" means any property within the boundaries of CFD No. 2021-1 that is owned by the federal government, State of California, County, City, or other public agency.

"Residential Unit(s)" means an individual lot of land for which a building permit could be issued to construct one or more residential dwelling units.

"Residential Property" means all Assessor's Parcels of Taxable Property for which a map has been recorded designating individual Residential Units.

"Non-Residential Property" means all Assessor's Parcels of Taxable Property within the boundaries of CFD No. 2021-1 for which a map has been recorded designating the Assessor's Parcel as a lot for which a building permit could be issued and the Assessor's Parcel cannot be classified as a Residential Property.

"Special Tax" means any tax levied to pay for Authorized Services and Administrative Expenses.

"Single Family Property" means buildings containing one dwelling unit located on a single lot that are individually owned, including attached or detached residences (i.e., townhome unit and/or condominium units).

"Taxable Property" means all Assessor's Parcels within the boundaries of CFD No. 2021-1 designated as Developed Residential Property.

"Undeveloped Residential Property" means all Parcels of Residential Property within the boundaries of CFD No. 2021-1 that are not Developed Residential Property, as determined by the Administrator.

"Unit" means an individual single family detached unit or an individual residential unit within a duplex, triplex, fourplex, townhome, condominium, or apartment structure.

CATEGORIZING PARCELS FOR ANNUAL TAX LEVY

Each Fiscal Year, the Administrator shall identify the current Assessor's Parcel numbers for all Parcels within CFD No. 2021-1, and each parcel shall be classified as Developed Residential Property, Non-Residential Property, Public Property, or Undeveloped Residential Property, and shall be subject to the levy of annual Special Taxes determined pursuant to Sections C and D below.

B. MAXIMUM SPECIAL TAX RATE

All Taxable Property within the CFD No. 2021-1 shall be subject to a Maximum Special Tax that will be levied each Fiscal Year to pay for Authorized Services. As discussed above, the Administrator shall rely first on the Land Use Designation for a Parcel to determine the appropriate Maximum Special Tax in **Table 1**, below, but, in the absence of an assigned Land Use Designation, the Administrator shall refer to the Zoning Designation and land use to be built on the Parcel. The following Maximum Special Tax rates apply to all Parcels of Developed Property within CFD No. 2021-1:

Each Residential Unit is subject to the Maximum Special Tax shown in **Table 1**, below.

Non- Residential Property, Undeveloped Property, and Public Property is not subject to the Maximum Special Tax.

Table 1

Property Land Use	Fiscal Year 2020/21 Maximum Special Tax Amount *
Single Family Property	\$467.10 per Single Family Residential Unit
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Undeveloped Residential Property	\$0 per Assessor's Parcel

* Beginning July 1, 2021 and each July 1 thereafter, all of the Maximum Special Taxes shown in **Table 1** above shall be adjusted by applying the Annual Tax Escalation Factor.

C. METHOD OF LEVY AND COLLECTION OF SPECIAL TAX

Each Fiscal Year, the Administrator shall levy the Maximum Special Tax on each Parcel of Developed Property in CFD No. 2021-1. The Special Tax for CFD No. 2021-1 shall be collected in the same manner and at the same time as ordinary ad valorem property taxes provided, however, that CFD No. 2021-1 may (under the authority of Government Code Section 53340) in any particular case bill the taxes directly to the property owner off the County tax roll, and the Special Tax will be equally subject to foreclosure if delinquent.

D. LIMITATIONS

Notwithstanding any other provision of this Rate and Method of Apportionment of Special Tax, no Special Tax shall be levied on Public Property, Non-Residential Property, or Undeveloped Residential Property.

E. FUTURE ANNEXATIONS

It is anticipated that additional properties will be annexed to CFD No. 2021-1 from time to time. The property to be annexed will be assigned to the appropriate Maximum Special Tax rate for the Tract or Tracts when annexed, as pursuant to California Government Code section 53339 et seq.

In certain cases, it may be determined that a potential property to be annexed may require a higher cost to provide City services than other areas of the City (e.g., if it possesses a large quantity of City- owned infrastructure that requires maintenance). As each annexation is proposed, the City may elect to prepare an analysis to determine the annual cost for providing Services, and may incorporate unique zones with varying Maximum Special Tax rates. Such zones may be referred to by reference to a letter or number on the boundary map, and adjust the rates in Table 1 of such annexation to reflect the applicable rates.

The City may adopt a future annexation area in the future and allow for annexation by unanimous written consent.

F. INTERPRETATION OF SPECIAL TAX FORMULA

The City reserves the right to make minor administrative and technical changes to this document that do not materially affect the rate and method of apportioning the Special Tax. In addition, the interpretation and application of any section of this document shall be left to the City's discretion. Interpretations may be made by the City by ordinance or resolution for purposes of clarifying any vagueness or ambiguity in this Rate and Method of Apportionment of Special Tax.

G. TERM

The Special Tax shall be collected in perpetuity.

H. APPEALS

Any property owner claiming that the amount or application of the Special Tax is not correct may file a written notice of appeal with the Administrator not later than twelve months after having paid the first installment of the Special Tax that is disputed. The Administrator shall promptly review the appeal, and if necessary, meet with the property owner, consider written and oral evidence regarding the amount of the Special Tax, and rule on the appeal. If the decision of the Administrator requires that the Special Tax for an Assessor's Parcel be modified or changed in favor of the property owner, a cash refund shall not be made but an adjustment shall be made to the Special Tax on that Assessor's Parcel in the subsequent Fiscal Year(s) to compensate for the overpayment of the Special Tax.

EXHIBIT B

APN	OWNER
62-310-014	D.R. Horton, CA2, Inc., a California corporation

CITY OF YUBA CITY
STAFF REPORT

Date: July 18, 2023
To: Honorable Mayor & Members of the City Council;
From: Public Works Department
Presentation By: Joshua Wolffe, Associate Engineer

Summary

Subject: Yuba City Landscape Maintenance District No. 1 (Stabler Lane/Garden Highway Area) Resolution of Intent

Recommendation: A. Adopt the following Resolutions to continue the Maintenance District, pursuant to the Landscaping and Lighting Act of 1972:

- Resolution Approving the Engineer's Report, Yuba City Landscape Maintenance District No. 1
- Resolution of Intention to Order Improvements, Yuba City Landscape Maintenance District No. 1

B. Set a Public Hearing for August 15, 2023 at 6:00 PM to establish assessments for FY 2023-24

Fiscal Impact: Receipt of assessments and expenditures of funds for Landscape Maintenance District No. 1

Purpose:

To continue to recover costs to provide lighting and landscape maintenance throughout the City pursuant to the provisions of the Landscaping and Lighting Act of 1972 and Article XIII D of the California Constitution.

Council Strategic Goal:

Levying Yuba City Landscape Maintenance District No. 1 (LLMD No. 1) addresses the City Council's Strategic Goal of maintaining infrastructure and fiscal responsibility.

Background:

The City annually levies and collects a special assessment in order to maintain and service landscaping that provides special benefit to the parcels identified in Landscape Maintenance District 1 (Attachment 1, Exhibit A). The assessments were approved by the property owners of record through a protest ballot proceeding at the time the District was formed.

District 1 includes the Stabler Lane area (A) and Garden Highway area (B, B_1, and B_2). Zones A and B do not have provisions for a cost of living adjustment (COLA) and have historically been charged

the maximum levy allowed in order to cover the expenses. Zones B_1 and B_2 do have provisions for a COLA which is based on the Consumer Price Index from January to January.

In previous years, the expenditures in District No. 1 exceeded the revenue due to increasing costs and the lack of COLA provisions, creating negative Reserve Fund Balances. With recent aggressive cost-cutting measures that have reduced professional services, water, and administration expenses, the revenues have exceeded the expenditures in District No. 1.

The City previously attempted to modify District No. 1 to include the COLA provisions, but residents within the District opposed the modification. In order to restore higher maintenance levels, additional funding sources and/or a new Proposition 218 process will need to be approved.

Analysis:

The Engineer's Annual Report has been prepared and is on file in the City Clerk's office. The report describes the District, the improvements therein, the method of assessment, and the proposed assessment for each parcel. The Resolution approving the Annual Report and the Resolution of Intention to order improvements are required by state law to continue the District. The proposed action in this report sets a public hearing for the Council meeting to be held on August 15, 2023 to establish assessments for the coming year.

Fiscal Impact:

The proposed assessments for Fiscal Year 23/24 are shown in Attachment 3.

The projected revenue, expenditures, and cash balance, which include capital reserve, for the Districts are as follows:

<u>District – Zone of Benefit</u>	<u>Revenue</u>	<u>Expenditures</u>	<u>Projected Reserve Fund Balance as of 7/1/24*</u>
1 - A	\$22,007	\$18,609	\$79
1 – B**	\$66,315	\$65,186	\$13,952

*The Projected Reserve Fund Balance is the total of the Capital Replacement Reserve plus the Operating Reserve.

**Dollar amounts for both Zones of Benefit B, B_1, and B_2 are included within "1-B" row of table.

The reserve balance in Zone of Benefit B consists of General Fund transfers that were unspent from previous years. Staff recommends maintaining this reserve balance to cover unforeseen expenses that may come up throughout the year. Moving forward, the City may be required to reduce maintenance levels in District No. 1, or utilize General Fund Gateway Maintenance Transfer funds to maintain previous years' level of maintenance.

Alternatives:

1. Council may reduce the assessment amounts which will affect future revenue and expenditure amounts in FY 2023-24, or cancel the District and find alternative funding sources to maintain the landscaping.
2. Council may direct City staff to follow legal procedures in order to modify District No. 1 to include an adjustment to match current expenditures with COLA provisions to avoid revenue

shortfalls in the future.

3. Council may direct other fund sources to supplement the District revenues based on previous Fiscal Year expenditures. In previous fiscal years, the average expenditure dollar amount in Zone of Benefit B was approximately \$100,000 with revenues being approximately \$65,000.

Recommendation:

A. Adopt the following Resolutions to continue the Maintenance District, pursuant to the Landscaping and Lighting Act of 1972:

- Resolution Approving the Engineer's Report, Yuba City Landscape Maintenance District No. 1
- Resolution of Intention to Order Improvements, Yuba City Landscape Maintenance District No. 1

B. Set a Public Hearing for August 15, 2023 at 6:00 PM to establish assessments for FY 2023-24

Attachments:

1. Resolution LLMD 1 Approve Engineer's Report
2. Exhibit A - District Maps LLMD 1
3. Resolution LLMD 1 Set Public Hearing Date
4. Attachment 3 - Proposed Assessments
5. Attachment 4 - Engineer's Report District 1

Prepared By:

Josh Wolffe
Associate Civil Engineer

Submitted By:

Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
APPROVING THE ENGINEER'S REPORT FOR THE YUBA CITY
LANDSCAPE MAINTENANCE DISTRICT NO. 1 (STABLER LANE/GARDEN
HIGHWAY AREA)**

WHEREAS, the City Council of the City of Yuba City previously formed Landscape Maintenance District No. 1 ("District"), pursuant to the provisions of the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code (commencing with Section 22500) (the "Act"); and

WHEREAS, on June 6, 2023, pursuant to the provisions of the Act, the City Council initiated proceedings by adopting a Resolution describing improvements and ordering the City Engineer to file a report with regard to the District for the 2023-24 Fiscal Year; and

WHEREAS, the City Engineer has prepared and filed a written report with the City Clerk entitled "City of Yuba City, Landscape Maintenance District No. 1, Zone of Benefit A, Zone of Benefit B, Zone of Benefit B_1, Zone of Benefit B_2, 2023/2024 Engineer's Annual Levy Report" (the "Engineer's Report") as called for in said Resolution and under and pursuant to said Act, which report has been presented to this City Council for consideration; and

WHEREAS, said City Council has duly considered said Engineer's Report and each and every part thereof, and finds that each and every part of said report is sufficient, and that no portion of the report requires or should be modified in any respect.

WHEREAS, the City Council desires to formally approve the Engineer's Report, as filed, pursuant to Section 22623 of the Act.

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

1. The above recitals are true and correct, and are hereby incorporated herein by this reference.
2. The City Council finds that the Engineer's estimate prepared by the City Engineer of the itemized costs and expenses of said work and of the incidental expenses in connection therewith, contained in said Engineer's Report be, and each of them are hereby, preliminarily approved and confirmed.
3. The City Council finds that the diagram showing the District referred to and described in said Engineer's Report, the boundaries of the subdivisions of the land within said District, is the same as existed at the time of passage of said Resolution and is hereby preliminarily approved and confirmed.
4. The City Council finds that the proposed assessment upon the subdivisions of land in said District is in proportion to the estimated benefit to be received by said subdivisions, respectively, from the work and incidental expenses as contained and detailed in the Engineer's Report, which is hereby preliminarily approved and confirmed.

5. The City Council hereby approves the "City of Yuba City, Landscape Maintenance District No. 1, Zone of Benefit A, Zone of Benefit B, Zone of Benefit B_1, Zone of Benefit B_2, 2023/2024 Engineer's Annual Levy Report." Said report shall serve as the Engineer's Report for the purposes of subsequent proceedings for Landscape Maintenance District No. 1.
6. 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 July, 2023

AYES:

NOES:

ABSENT:

Wade Kirchner, Mayor

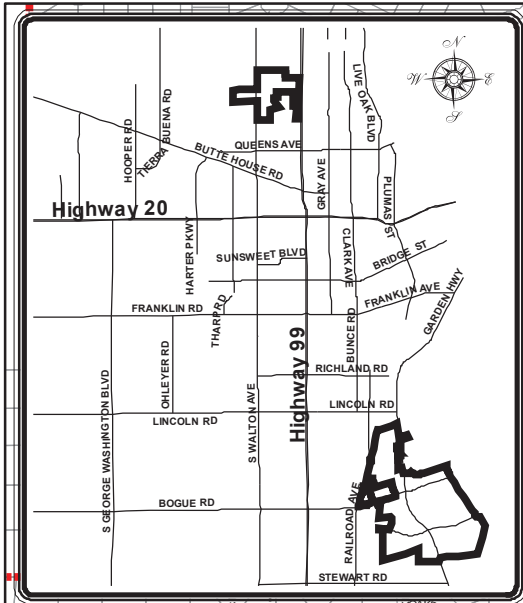
ATTEST:

Ciara Wakefield, City Clerk Administrator

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY

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

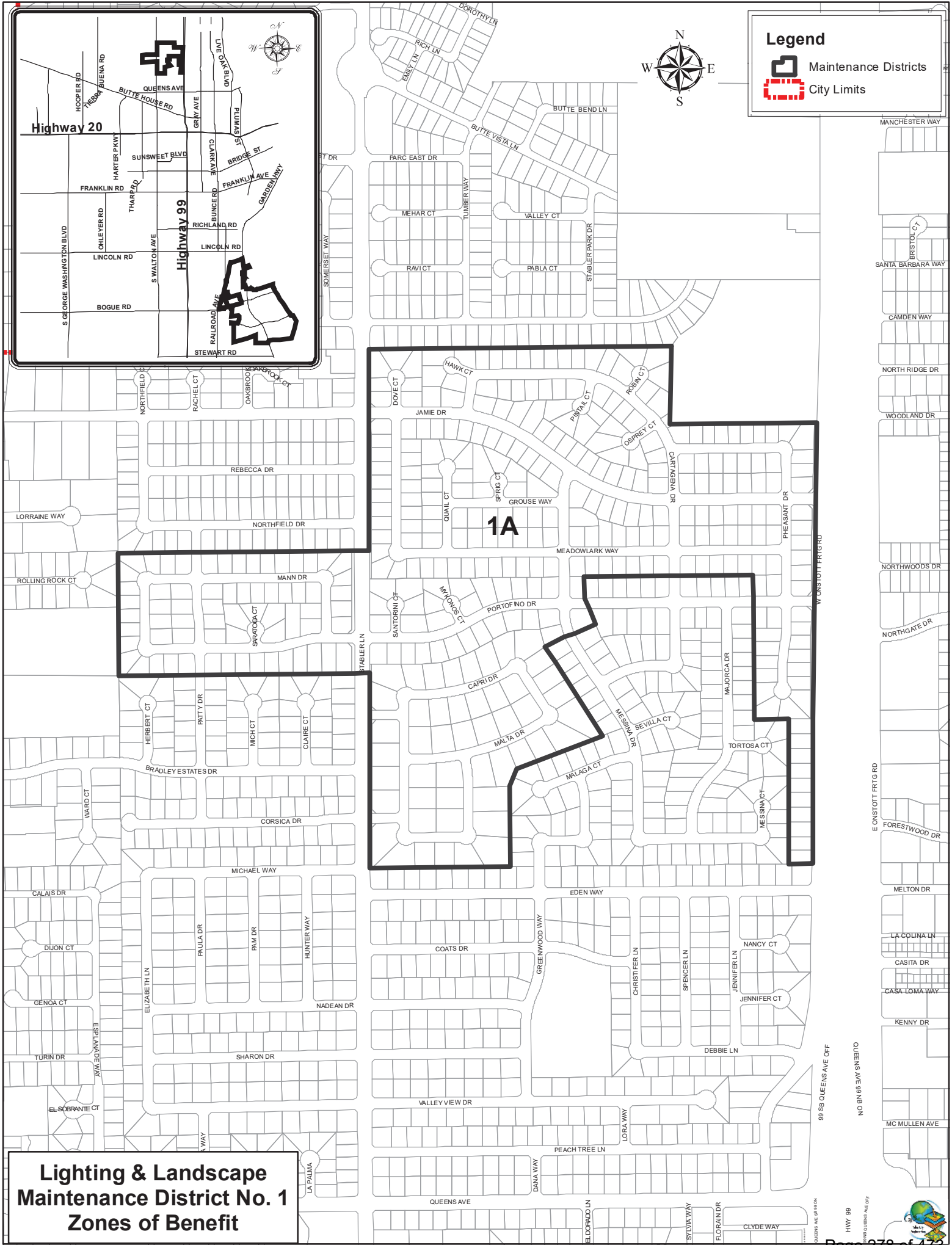
EXHIBIT A



Legend

 Maintenance Districts

 City Limits



**Lighting & Landscape
Maintenance District No. 1
Zones of Benefit**

99 SB QUEENS AVE OFF

QUEENS AVE 99 NB ON

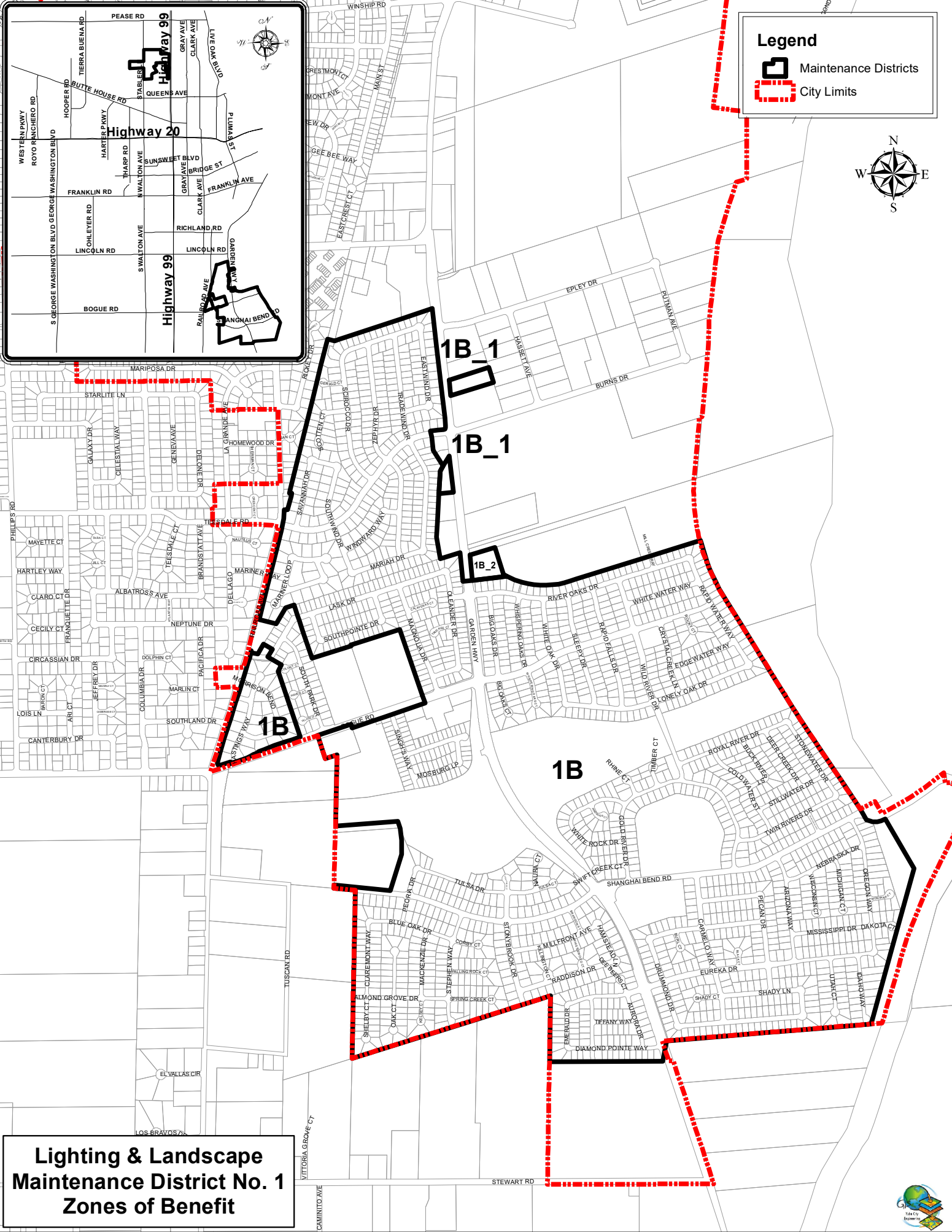
HWY 99

QUEENS AVE OFF



Legend

- Maintenance Districts
- City Limits



**Lighting & Landscape
Maintenance District No. 1
Zones of Benefit**



ATTACHMENT 2

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS
WITHIN YUBA CITY LANDSCAPE MAINTENANCE DISTRICT NO. 1
(STABLER LANE/GARDEN HIGHWAY AREA) PURSUANT TO THE
LANDSCAPING AND LIGHTING ACT OF 1973, PART 2 OF DIVISION 15 OF
THE CALIFORNIA STREETS AND HIGHWAYS CODE, AND APPOINTING A
TIME AND PLACE FOR HEARING OBJECTIONS THERETO**

WHEREAS, the City of Yuba City is a municipal corporation duly created and existing pursuant to the Constitution and laws of the State of California; and

WHEREAS, the Landscaping and Lighting Act of 1972 ("Act") requires the review of annual assessment of existing Districts; and

WHEREAS, the City Council of the City of Yuba City previously formed Yuba City Landscape Maintenance District No. 1 ("District"), pursuant to the provisions of the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code (commencing with Section 22500) (the "Act"); and

WHEREAS, assessments levied within the District provide revenue for the purposes of the servicing, operation, maintenance, repair, and replacement of the designated turf, ground cover, shrubs, trees, plants, irrigation and drainage systems, ornamental lighting structures, masonry walls or other fencing, entryway monuments, and associated appurtenant facilities located within the streetscape (perimeter landscaping) surrounding the developments; and

WHEREAS, on June 6, 2023, pursuant to the provisions of the Act, the City Council initiated proceedings by adopting a Resolution describing improvements and ordering the City Engineer to file a report with regard to the District for the 2023-2024 Fiscal Year; and

WHEREAS, in accordance with Article 4 of Chapter 1 of the Act, the Engineer prepared and filed such report (the "Engineer's Report" with the City Clerk, and the City Clerk has presented the Engineer's Report to the City Council; and

WHEREAS, on July 18, 2023, the City Council adopted a Resolution approving the Engineer's Report as filed, pursuant to Section 22623 of the Act; and

WHEREAS, in accordance with Section 22624 of the Act, the City Council now desires to declare its intention to levy and collect the assessments within the District for Fiscal Year 2023-24, and to call a public hearing thereto.

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

1. The above recitals are true and correct, and are hereby incorporated herein by this reference.
2. The City Council hereby (1) finds that the public interest and convenience requires, and (2) declares its intention to order, the levy of and collection of assessments against the assessable lots and parcels of property within an existing assessment district designated Yuba City Landscape Maintenance District No. 1 ("District"), pursuant to the provisions of the Act, for the fiscal year commencing July 1, 2023 and ending June 30, 2024, to pay for the costs and expenses of the improvements described below in Section 4 of this Resolution.
3. The boundaries of the District are generally located and depicted in "Exhibit A" attached hereto.
4. The proposed improvements are briefly described as follows: the servicing, operation, maintenance, repair, and replacement of the designated turf, ground cover, shrubs, trees, plants, irrigation and drainage systems, ornamental lighting structures, masonry walls or other fencing, entryway monuments, and associated appurtenant facilities located within the streetscape (perimeter landscaping) surrounding the developments.
5. The assessments to be levied and collected against the assessable lots and parcels of property within the District for Fiscal Year 2023-24 are proposed to increase from the assessments levied and collected for Fiscal Year 2022-23.
6. By previous resolution, the City Council directed the City Engineer to prepare and to file an Engineer's Report pursuant to the provisions of the Act. The Engineer has prepared and filed a written report with the City Clerk that is titled "City of Yuba City, Landscape Maintenance District No. 1, Zone of Benefit A, Zone of Benefit B, Zone of Benefit B_1, Zone of Benefit B_2, 2023/2024 Engineer's Annual Levy Report" and by previous resolution the City Council approved the Engineer's Report as filed. Reference is made to the Engineer's Report on file in the Office of the City Clerk and open to public inspection for a full and detailed description of the improvements, the boundaries of the District, and the proposed assessments upon assessable lots and parcels of land within the District. The Office of the City Clerk is located at 1201 Civic Center Boulevard, Yuba City, CA 95993.
7. Notice is hereby given that the City Council designates August 15, 2023 at 6:00 p.m., in the City Council Chambers, City Hall, 1201 Civic Center Boulevard, Yuba City, CA, as the date, time, and place for the hearing of protests or objections to the levy of the proposed assessments in connection with the District. All interested persons shall be afforded the opportunity to hear and be heard. The City Council shall consider all oral statements and all written protests or communications made or filed by any interested person. Prior to the conclusion of the hearing, any interested person may file a written protest with the City Clerk or, having previously filed a protest, may file a written withdrawal of that protest. A written protest shall state all grounds of objection. A protest by a property owner shall contain a description sufficient to identify the property owned by the signer. Written protests may be delivered in person to the City Clerk or may be mailed to the City Clerk at City Hall, 1201 Civic Center Boulevard, Yuba City, CA 95993. Any written protest

that is mailed must be received at City Hall at or prior to 4:30 p.m. on August 15, 2023

8. The City Clerk shall give notice of the aforesaid date, time, and place of the hearing in accordance with law.

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 July, 2023.

AYES:

NOES:

ABSENT:

Wade Kirchner, Mayor

ATTEST:

Ciara Wakefield, City Clerk Administrator

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY

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

Attachment(s):

Exhibit A – District Map

ATTACHMENT 3

DISTRICT 1 PROPOSED ASSESSMENTS

District	Zone of Benefit	FY 2023-24 Proposed Levy Rate (\$)	Change From Previous Year (\$)	Maximum Levy Rate Allowed (\$)
1	A	\$56.72	\$0.00	\$56.72
	B	\$29.50	\$0.00	\$29.50
	B_1	\$38.92	\$2.69	\$38.93
	B_2	\$356.26	\$24.68	\$356.27

ATTACHMENT 4



City of Yuba City

Landscape Maintenance District No. 1

**Zone of Benefit A
Zone of Benefit B
Zone of Benefit B_1
Zone of Benefit B_2**

2023/2024 ENGINEER'S ANNUAL LEVY REPORT

Initiation Meeting: June 6, 2023
Intent Meeting: June 20, 2023
Public Hearing: July 18, 2023

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Suite 200
Temecula, CA 92590
T 951.587.3500 | 800.755.6864
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www.willdan.com



ENGINEER'S REPORT AFFIDAVIT

City of Yuba City
Sutter County, State of California

Yuba City Landscape Maintenance District No. 1

This Report describes the District including the improvements, budgets, parcels and assessments to be levied for Fiscal Year 2023/2024, as they existed at the time of the passage of the Resolution of Intention. Reference is hereby made to the Sutter County Assessor's maps for a detailed description of the lines and dimensions of parcels within the District.

The undersigned respectfully submits the enclosed Report as directed by the City Council.

Dated this _____ day of _____, 2023.

Willdan Financial Services
Assessment Engineer

By: _____

Tony Thrasher
Principal Consultant
District Administration Services

By: _____

Tyrone Peter
PE # C 81888

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I. OVERVIEW

A. INTRODUCTION

The City of Yuba City (“City”) annually levies and collects special assessments to maintain and service landscape improvements that provide special benefit to the Yuba City Lighting and Landscape Maintenance District (“District”). The District is annually levied pursuant to the *Landscape and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code* (“1972 Act”). The District assessments were approved by the property owners of record through a protest ballot proceeding at the time the District was formed in compliance with the substantive and procedural requirements of the California Constitution Article XIID (“Article XIID”).

This Engineer’s Annual Levy Report (“Report”) has been prepared in accordance with the provisions of Chapter 3, Section 22622 of the 1972 Act. This Report describes the District, the improvements therein, any annexations or other modifications to the District including any substantial changes to the improvements, the method of apportionment, the boundaries of the District, and financial information including the district budgets and proposed annual assessments for Fiscal Year 2023/2024. The proposed assessments are based on the historic and estimated costs to maintain the improvements that provide a direct and special benefit to properties within the District. The costs of improvements and the annual levy including all expenditures, deficits, surpluses, revenues, and reserves are assessed to each parcel within the District proportionate to the parcel’s special benefits.

For the purposes of this Report, the word “parcel” refers to an individual property assigned its own Assessor Parcel Number (“APN”) by the County of Sutter (“County”) Assessor’s Office. The County Auditor/Controller uses APNs and specific fund numbers to identify properties assessed for special district benefit assessments on the tax roll.

Pursuant to Chapter 3, beginning with Section 22620 of the 1972 Act, the City Council shall conduct a noticed annual public hearing to consider all public comments and written protests regarding the District. Following the annual public hearing and review of the Report, the City Council may order amendments to the Report or confirm the Report as submitted. Following final approval of the Report and confirmation of the assessments contained therein, the City Council will by resolution: order the improvements to be made and confirm the levy and collection of assessments pursuant to Chapter 4, Article 1, beginning with Section 22640 of the 1972 Act. The assessment rates and method of apportionment described in this Report define the assessments to be applied to each parcel within the District for Fiscal Year 2023/2024.

The assessments as approved will be submitted to the County Auditor/Controller to be included on the property tax roll for each parcel within the District. If any parcel submitted for collection is identified by the County Auditor/Controller to be an invalid APN for the current fiscal year, a corrected parcel number and/or new parcel numbers will be identified and resubmitted to the County. The assessment amount to be levied and collected for the resubmitted parcel or parcels shall be based on the method of apportionment and assessment rate contained in this Report as approved by the City Council.

B. COMPLIANCE WITH CURRENT LEGISLATION

On November 6, 1996, California voters approved Proposition 218 by a margin of 56.5% to 43.5%. All assessments described in this Report and approved by the City Council are prepared in accordance with the 1972 Act and are in compliance with the provisions of the California Constitution Article XIID (Proposition 218).

Pursuant to the California Constitution Article XIID Section 5, certain existing assessments are exempt from the substantive and procedural requirements of Article XIID Section 4 and property owner balloting for the assessments is not required until such time that the assessments are increased. Specifically, the City determined that all improvements and the annual assessments originally established for the District were part of the conditions of property development and approved by the original property owner (developer). As such, pursuant to Article XIID Section 5(b), all the property owners approved the existing District assessments at the time the assessments were created (originally imposed pursuant to a 100% landowner petition). Therefore, the pre-existing assessment amounts are exempt from the procedural requirements Article XIID Section 4.

The District has been formed pursuant to the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code. Pursuant to the 1972 Act, an annual Public Hearing is conducted by the City Council to accept property owner and public comments, to review the Engineer's Annual Levy Report prior to approving the annual assessments to be levied on the County tax rolls. The assessments described in this Report have been prepared in accordance with the Act.

The City affirms that the assessments contained in this report for Zones A and B, were imposed in accordance with a consent and waiver by 100% of the property owners as part of the original development approval for the properties within the District. Therefore, the City has determined that pursuant to Article XIID Section 5(b) the maximum assessment previously approved and levied for these Zones prior to the passage of Proposition 218 are considered exempt, provided the assessments are not increased above these previously approved maximum assessment rates.

The proposed annual levy of assessments for fiscal year commencing July 1, 2023 and ending June 30, 2024 (Fiscal Year 2023/2024) as described in this Report have been prepared and made pursuant to the provisions of the 1972 Act and are consistent with the assessments previously approved and adopted by the City Council. The assessments described herein for Fiscal Year 2023/2024 do not exceed the maximum assessment rates authorized and are therefore in compliance with the provisions of the California Constitution Article XIID.

II. PLANS AND SPECIFICATIONS

A. DESCRIPTION OF THE DISTRICT

The District is comprised of four benefit areas: Zone of Benefit A (North Stabler Lane Area), Zone of Benefit B (South Yuba City Area), Zone of Benefit B-1 (Clark Pest Control and 1441 Garden Highway) and Zone of Benefit B-2 (Dollar General).

The Zone of Benefit A ("Zone A") benefits parcels consisting of 79 residential lots in the Greenwood Acres Unit 1 and Unit 4 subdivisions, 66 residential lots in Oak Tree Estates, 172 residential lots in the Pheasant Pointe Subdivision and 71 residential lots in the Greenwood Estates Unit 7 subdivision.

The Zone of Benefit B ("Zone B") benefits parcels consisting of 319 residential lots in the Southwind and Southland Village Subdivisions, 101 lots in the River Bend Subdivision, 31 present and future residential lots in River Pointe Subdivision, 757 present and future equivalent dwelling units in the River Run Subdivisions, 618 present residential lots in the River Oaks subdivisions, 420 present and future residential lots in the Walnut Glen Subdivisions, 75 lots in Diamond Point Subdivision and 64 present and future residential lots in the Southpointe Subdivision. The River Run Subdivision has 194 equivalent dwelling units of R-3 and 276 equivalent units of Commercial based on 20 equivalent dwelling units per acre.

The Zone of Benefit B-1 ("Zone B-1") benefits four commercial parcels located at 1288 Garden Highway and 1441 Garden Highway.

The Zone of Benefit B-2 ("Zone B-2") benefits two commercial parcels located at 1500 and 1510 Garden Highway.

B. DESCRIPTION OF THE IMPROVEMENTS

The District improvements provide for the ongoing maintenance and servicing of landscaping improvement areas adjacent to Zone A, Zone B, Zone B-1 and Zone B-2 as shown on the Assessment Diagrams on file with the City Clerk. Maintenance improvements may include but are not limited to: turf, ground cover, shrubs, trees, plants, irrigation and drainage systems, ornamental lighting structures, masonry walls or other fencing, entryway monuments, and associated appurtenant facilities located within the streetscape (perimeter landscaping)

surrounding the developments. Servicing improvements may include, but are not limited to: electricity, water for irrigation of any landscaping, and the operation of fountains.

The annual cost and expenses of providing the landscape maintenance and servicing in Zone A, Zone B, Zone B-1 and Zone B-2 are estimated separately and are apportioned equally to all lots, developed or undeveloped, within each Zone.

III. METHOD OF APPORTIONMENT

A. GENERAL

The 1972 Act permits the establishment of assessment districts by agencies for the purpose of providing certain public improvements which include the construction, maintenance and servicing of public lights, landscaping and appurtenant facilities. The 1972 Act further requires that the cost of these improvements be levied according to benefit rather than assessed value:

“The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements.”

The formula used for calculating assessments in the District therefore reflects the composition of the parcels, and the improvements and services provided, to fairly apportion the costs based on estimated benefit to each parcel.

In addition, pursuant to the Article XIIID Section 4, a parcel’s assessment may not exceed the reasonable cost of the proportional special benefit conferred on that parcel and provides that only special benefits are assessable and the District must separate the general benefits from the special benefits.

B. BENEFIT ANALYSIS

Each of the improvements and the associated costs has been carefully reviewed and the corresponding assessments have been proportionately spread to each parcel based on special benefits received from the improvements. The installation of the improvements was part of the conditions of property development. The property owners approved the corresponding assessments for the ongoing maintenance and servicing of the improvements through a property owner protest ballot.

Special Benefits — the method of apportionment (assessment methodology) is based on the premise that each of the assessed parcels within the District

receives benefit from the improvements maintained and financed by annual assessments. Specifically, the assessments are for the maintenance of landscaped improvements installed as part of the original development. The desirability of properties within the District is enhanced by the presence of well-maintained landscaping in close proximity to those properties.

The special benefits associated with the local landscaping improvements are specifically:

- Enhanced desirability of properties through association with the improvements.
- Improved aesthetic appeal of properties within the Zones providing a positive representation of the area.
- Enhanced adaptation of the urban environment within the natural environment from adequate green space and landscaping.
- Environmental enhancement through improved erosion resistance, and dust and debris control.
- Increased sense of pride in ownership of property within the District resulting from well-maintained improvements associated with the properties.
- Reduced criminal activity and property-related crimes (especially vandalism) against properties in the District through well-maintained surroundings and amenities including abatement of graffiti.
- Enhanced environmental quality of the parcels within the Zones by moderating temperatures, providing oxygenation and attenuating noise.

General Benefits - the improvements to be provided and maintained by the District are a direct result of property development within the District and would otherwise not be required or necessary. Developers typically install local improvements to enhance the marketability and value of properties within the development and/or as conditions of development. In either case, the improvements are clearly installed for the benefit of the properties being developed and not for the benefit of surrounding properties outside the District boundaries. Although local development improvements (by virtue of their location) may be visible to surrounding properties, any benefit to surrounding properties is incidental and cannot be considered a direct and special benefit. Furthermore, most developments within the City typically have various landscaping and lighting improvements specifically associated with their development and these improvements are funded by properties within those developments.

At the time of formation of the Assessment District, the majority of the benefit was special, and there was a small general benefit. The engineer of record between Fiscal Year 2012/2013 and Fiscal Year 2015/2016, further quantified this small general benefit.

The specific language from the most recent Engineer's Report used to describe General Benefit is as follows:

The maintenance and servicing of these improvements is also partially refunded, directly and indirectly from other sources including Yuba City, Sutter County and the State of California. This funding comes in the form of grants, development fees, special programs, and general funds, as well as direct maintenance and servicing of facilities (e.g. curbs, gutters, streets, drainage systems, etc.) This funding from other sources more than compensates for general benefits, if any, received by the properties within the Assessment District.

The General Benefits from this assessment may be quantified as illustrated in the following table.

Benefit Factor	Relative Weight	General Benefit Contribution	Relative General Benefit
Creation of parcels	90	0%	0
Extention of recreation area	2	10%	0.2
Proximity to improved parks and recreation facilities	2	10%	0.2
Access to improved parks, open space and rec areas	2	10%	0.2
Improved views	2	10%	0.2
Improved nighttime visibility and safety from streetlights	2	20%	0.4
Totals	100		1.2
Total Calculated General Benefit			1.2%

As a result, Yuba City will contribute at least 1.2% of the total budget from sources other than the assessment. This contribution offsets any general benefits from the Assessment Services.

This general benefit contribution is the sum of the following components:

Yuba City owns, maintains, rehabilitates and replaces curb and gutter along the border of the Assessment District improvements. This curb and gutter serves to support, contain, retain, manage irrigation flow and growth, and provide a boundary for the improvements. The contribution from the City towards general benefit from the maintenance, rehabilitation and replacement of the curb and gutter is conservatively estimated to be 1%.

Yuba City owns and maintains a storm drainage system along the border of the Assessment District improvements. This system serves to prevent flooding and associated damage to the improvements, and manage urban runoff including local pollutants loading from the improvements. The

contribution from the City towards general benefit from the maintenance, and operation of the local storm drainage system is conservatively estimated to be 1%.

Yuba City owns and maintains local public streets along the border of the Assessment District improvements. These public streets provide access to the improvements for its enjoyment as well as efficient maintenance. The contribution from the City towards general benefit from the maintenance of local public streets is conservatively estimated to be 1%.

The value of the construction of the improvements can be quantified and monetized as an annuity. Since this construction was performed and paid for by non-assessment funds, this “annuity” can be used to offset general benefit costs, and is conservatively estimated to contribute 25%.

Therefore, the total General Benefit is conservatively quantified at 1.2%, which is more than offset by the total non-assessment contribution towards general benefit of 28%. ⁽¹⁾

C. ASSESSMENT METHODOLOGY

For each of the zones of benefit, the level of special benefit received by each parcel in the zone is considered to be the same. Therefore, the estimated annual cost of the improvements for Zone A, Zone B, Zone B-1 and B-2 are determined separately and are apportioned equally to all parcels, developed or undeveloped, within each Zone.

Non-assessable lots or parcels include areas of public streets and other roadways (typically not assigned an APN by the County), dedicated public easements, open space areas and rights-of-ways including public greenbelts and parkways, utility rights-of-ways, common areas, landlocked parcels, small parcels vacated by the County, bifurcated lots, and any other property that cannot be developed or has specific development restrictions. These types of parcels are considered to receive little or no benefit from the improvements and therefore are not assessed.

D. ASSESSMENT RANGE FORMULA

Any new or increased assessments require voting, certain noticing, and meeting requirements. Article XIID added specific requirements including an assessment ballot and weighted tabulation of the ballots to determine if majority protest exists at the Public Hearing. In Fiscal Year 1993/1994, the Brown Act (*Government Code Section 54954.6(o)*) changed the definition of the term “*new or increased assessment*” to exclude certain conditions.

⁽¹⁾ *SCI Consulting Group (September 2015). City of Yuba City Landscape Maintenance Assessment District No. 1 Engineer’s Report, Fiscal Year 2015-16. pgs 13-16.*

These conditions included “*any assessment that does not exceed an assessment formula or range of assessments previously adopted by the agency and approved by the voters in the area where the assessment is imposed.*” This definition for a new or increased assessment was also addressed in Senate Bill 919 (the Proposition 218 implementation statutes).

The purpose of establishing an assessment range formula is to provide for reasonable increases and inflationary adjustment to annual assessments without requiring costly noticing and mailing procedures, which could add to the District costs and assessments.

The District does not have an approved formula for increasing the assessment rates on an annual basis for Zone A or Zone B. Therefore, there has been no change to the assessment rates for FY 2023/2024 from the prior year for Zone A and Zone B. However, the District does have an approved formula for increasing the assessment rates on an annual basis for Zone B-1 and Zone B-2.

Generally, if the proposed annual assessment (levy per unit or rate) for the current fiscal year is less than or equals to the “Maximum Assessment” (or “Adjusted Maximum Assessment”), then the proposed annual assessment is not considered an increased assessment. The Maximum Assessment is equal to the initial Assessment approved by property owners adjusted annually by the following criteria:

- 1) Each fiscal year, the Maximum Assessment will be recalculated.
- 2) The new adjusted Maximum Assessment for the year represents the prior year’s Maximum Assessment adjusted by the percentage change from the previous year to the current year based on the “All Urban Consumers” Consumer Price Index, US City Average (CPI), as compiled by the United States Department of Labor Statistics. Effective Fiscal Year 2017/2018, the CPI month for annual adjustment has changed to January.
- 3) The Maximum Assessment is adjusted each year independently from the annual assessment. While the actual amount assessed may fluctuate each year, the maximum will continue to be increased and in any given year, the assessment may be applied at the Maximum Assessment.

The Maximum Assessment is adjusted annually and is calculated independently of the District’s annual budget and proposed annual assessment. Any proposed annual assessment (rate per equivalent dwelling unit) less than or equal to this Maximum Assessment is not considered an increased assessment, even if the proposed assessment is greater than the assessment applied in the prior fiscal year. The City Council may reduce or freeze the Maximum Assessment at any time by amending the Engineer’s Annual Report.

Although the Maximum Assessment will normally increase each year, the actual District assessments may remain virtually unchanged. The Maximum Assessment adjustment is designed to establish a reasonable limit on District assessments. The Maximum Assessment calculated each year does not require or facilitate an increase to the annual assessment and neither does it restrict assessments to the adjustment maximum amount. If the budget and assessments for the fiscal year does not require an increase, or the increase is less than the adjusted Maximum Assessment, then the required budget and assessment may be applied without additional property owner balloting. If the budget and assessments calculated requires an increase greater than the adjusted Maximum Assessment, then the assessment is considered an increased assessment. To impose an increased assessment, the City Council must comply with the provisions of Article XIID Section 4(c) of the California Constitution, which requires a public hearing and certain protest procedures including mailed notice of the public hearing and property owner protest balloting. Property owners through the balloting process must approve the proposed assessment increase. If the proposed assessment is approved, then a new Maximum Assessment is established for the District. If the proposed assessment is not approved, the City Council may not levy an assessment greater than the adjusted Maximum Assessment previously established for the District.

IV. DISTRICT BUDGET FY 2023/2024

The following provides the proposed budget and associated maximum assessment for Zone A and Zone B, and the increased maximum assessment for Zone B-1 and Zone B-2 commencing in fiscal year 2023/2024. This budget includes the City's estimate of anticipated expenditures, deficits, surpluses, revenues, and reserve fund balances associated with providing appropriate and adequate annual maintenance and operation of the improvements associated with each zone. The resulting maximum assessment rate established for each zone is based on the budget information presented herein and shall be used to calculate each parcel's proportional assessment obligation in accordance with the method of apportionment outlined in this Report.

Based on the budget information on the following page, the maximum assessment rate for Zone A and Zone B shall remain unchanged from the prior year at \$56.72 and \$29.50 per EBU, respectively. The maximum assessment rate for Zone B-1 will be \$38.93 per EBU for Fiscal Year 2023/2024 and the maximum assessment rate for Zone B-2 will be \$356.27 per EBU for Fiscal Year 2023/2024.

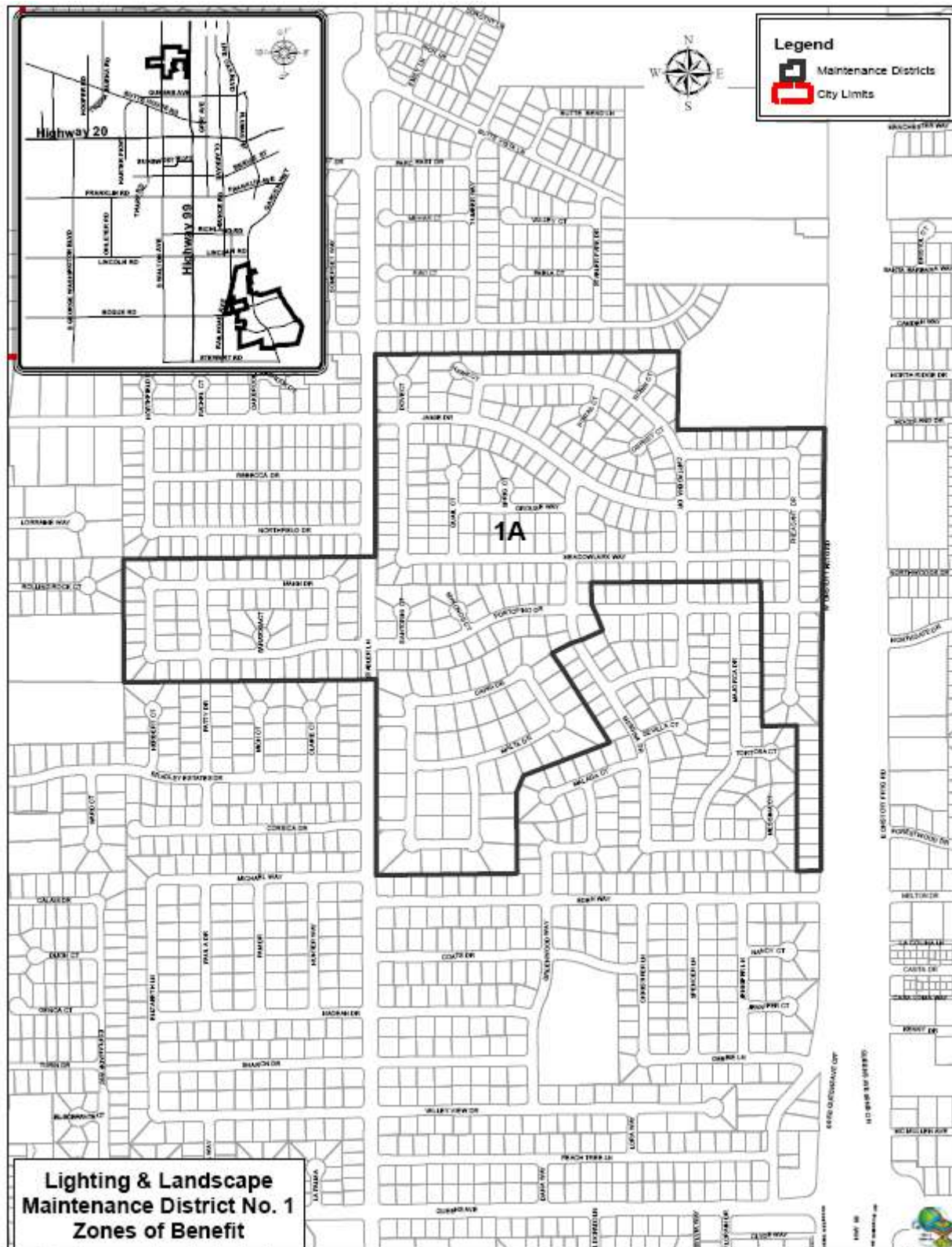
BUDGET ITEM	Zone 1A	Zone 1B	Zone 1B1	Zone 1B2	Zone B Total	Total
DIRECT COSTS						
Heat/Power Utility	\$117.00	\$426.68	\$1.01	\$2.31	\$430.00	\$547.00
Street Lights Power Utility	0.00	0.00	0.00	0.00	0.00	0.00
Professional Services	10,992.00	36,789.75	87.06	199.19	37,076.00	48,068.00
Water Utility	4,886.00	20,218.68	47.85	109.47	20,376.00	25,262.00
Materials & Supplies	1,357.00	875.19	2.07	4.74	882.00	2,239.00
LMD Lights	0.00	0.00	0.00	0.00	0.00	0.00
Landscape Labor	0.00	0.00	0.00	0.00	0.00	0.00
Direct Costs Subtotal	\$17,352.00	\$58,310.31	\$137.99	\$315.70	\$58,764.00	\$76,116.00
ADMINISTRATION COSTS						
City Administration Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Willdan Financial Services Administration Fees	1,141.00	5,782.01	13.68	\$31.31	5,827.00	6,968.00
County Administration Fee	116.40	590.60	1.40	\$3.20	595.20	711.60
Miscellaneous Administration Expenses	0.00	0.00	0.00	\$0.00	0.00	0.00
Administrative Costs Subtotal	\$1,257.40	\$6,372.62	\$15.08	\$34.50	\$6,422.20	\$7,679.60
CAPITAL IMPROVEMENT EXPENSES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
LEVY BREAKDOWN						
Total Direct and Admin. Costs	\$18,609.40	\$64,682.92	\$153.07	\$350.21	\$65,186.20	\$83,795.60
Operating Reserve Collection	3,397.96	1,368.84	3.24	7.41	1,379.49	4,777.45
Capital Reserve Collection	0.00	0.00	0.00	0.00	0.00	0.00
Levy Breakdown Subtotal	\$22,007.36	\$66,051.76	\$156.31	\$357.62	\$66,565.69	\$88,573.05
LEVY ADJUSTMENTS						
Operating Reserve Contribution	\$0.00	0.00	0.00	0.00	\$0.00	\$0.00
Capital Reserve Contribution	0.00	0.00	0.00	0.00	0.00	0.00
Additional City Contribution	0.00	0.00	0.00	0.00	0.00	0.00
Estimated Interest Earnings	0.00	(249.06)	(0.59)	(1.35)	(251.00)	(251.00)
Rounding Adjustment	0.00	0.00	(0.04)	(0.01)	(0.05)	(0.05)
Levy Adjustments Subtotal	\$0.00	(\$249.06)	(\$0.63)	(\$1.36)	(\$251.05)	(\$251.05)
BALANCE TO LEVY	\$22,007.36	\$65,802.70	\$155.68	\$356.26	\$66,314.64	\$88,322.00
OPERATING RESERVE						
Estimated Balance at June 30, 2023	(\$3,319.00)	\$8,506.81	\$20.13	\$46.06	\$8,573.00	\$5,254.00
FY2023/2024 Collection/(Contribution)	3,397.96	1,368.84	3.24	7.41	1,379.49	4,777.45
Transfer from Capital Improvement Reserve	0.00	(9,922.79)	(23.48)	(53.72)	(10,000.00)	(10,000.00)
Estimated Balance at June 30, 2024	\$78.96	(\$47.14)	(\$0.11)	(\$0.26)	(\$47.51)	\$31.45
CAPITAL IMPROVEMENT RESERVE						
Estimated Balance at June 30, 2023	\$0.00	\$3,969.12	\$9.39	\$21.49	\$4,000.00	\$4,000.00
FY2023/2024 Collection/(Contribution)	0.00	0.00	0.00	0.00	0.00	0.00
Transfer to Operating Reserve	0.00	9,922.79	23.48	53.72	10,000.00	10,000.00
Estimated Balance at June 30, 2024	\$0.00	\$13,891.91	\$32.87	\$75.21	\$14,000.00	\$14,000.00
DISTRICT STATISTICS						
Total Parcels	388	1,980	4	2	1,986	2,374
Total Parcels Levied	388	1,980	4	2	1,986	2,374
Total EBU	388.00	2,230.60	4.00	1.00	2,235.60	2,623.60
Levy per EBU (2023/2024)	\$56.72	\$29.50	\$38.92	\$356.26		
Maximum Levy per EBU - 2022/2023	\$56.72	\$29.50	\$36.59	\$334.81		
CPI Increase per EBU (6.41%)	N/A	N/A	\$2.34	\$21.46		
Maximum Levy per EBU - 2023/2024	\$56.72	\$29.50	\$38.93	\$356.27		
Maximum Levy Amount - 2023/2024	\$22,007.36	\$65,802.70	\$155.72	\$356.27	\$66,314.69	\$88,322.05

Appendix A - DISTRICT BOUNDARY MAPS

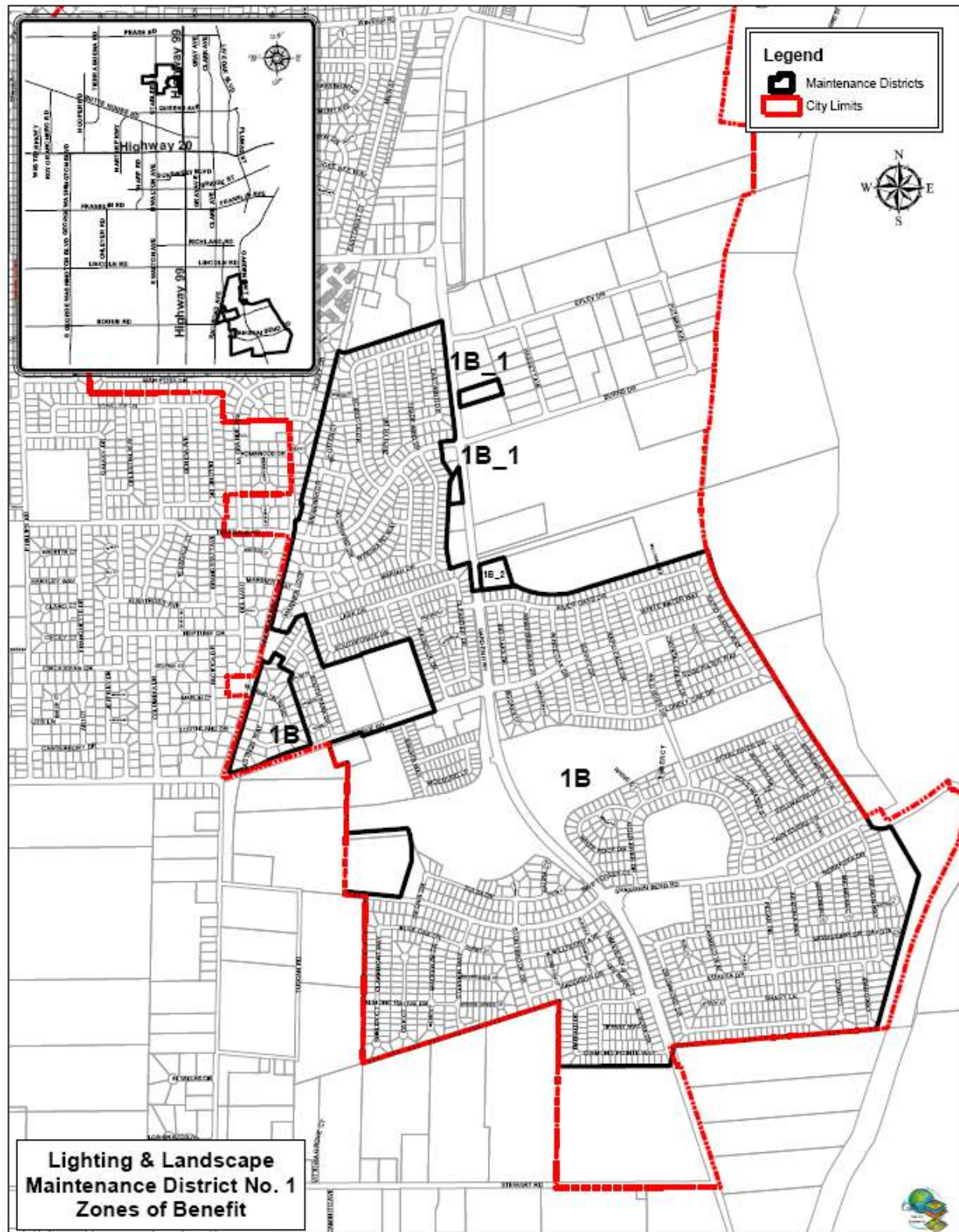
The original assessment diagrams including the diagrams for the zones of benefit for the District were previously approved and submitted to the City in the format required by the 1972 Act. These diagrams are on file in the Office of the City Clerk and by reference are made part of this Report.

The following is a reproduction of the County Assessor's Parcel Map associated with each subdivision and Zone.

Yuba City Landscape Maintenance District No. 1 Zone of Benefit A



Yuba City Landscape Maintenance District No. 1 Zone of Benefit B



Appendix B - 2023/2024 ASSESSMENT ROLL

The parcel identification for each lot or parcel within the District shall be the assessor's parcel number (APN) as shown on the Sutter County Assessor's map for the year in which this Report is prepared.

A listing of parcels assessed within this District, along with the assessment amounts, is included on the following page. If any parcel submitted for collection is identified by the County Auditor/Controller to be an invalid parcel number for the current fiscal year, a corrected parcel number and/or new parcel numbers will be identified and resubmitted to the County Auditor/Controller. The assessment amount to be levied and collected for the resubmitted parcel or parcels shall be based on the method of apportionment and assessment rate approved in this Report. Therefore, if a single parcel has changed to multiple parcels, the assessment amount applied to each of the new parcels shall be recalculated and applied according to the approved method of apportionment and assessment rate rather than a proportionate share of the original assessment.

Non-assessable lots or parcels include areas of public streets and other roadways (typically not assigned an APN by the County), dedicated public easements, open space areas and rights-of-ways including public greenbelts and parkways, utility rights-of-ways, common areas, landlocked parcels, small parcels vacated by the County, bifurcated lots, and any other property that cannot be developed or has specific development restrictions. These types of parcels are considered to receive little or no benefit from the improvements and are therefore are not assessed.

CITY OF YUBA CITY
STAFF REPORT

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

Summary

Subject: Consideration of a Staff Services Agreement between the City of Yuba City and the Sutter County Local Agency Formation Commission (Sutter LAFCO)
Recommendation: Authorize the Mayor to sign a Staff Services Agreement between the City of Yuba City and Sutter LAFCO
Fiscal Impact: None. City incurred costs will be reimbursed by Sutter LAFCO per the Staff Services Agreement

Purpose:

To enter a Staff Services Agreement with Sutter County LAFCO to allow Deputy Development Services Director Doug Libby to serve as Sutter LAFCO Executive Officer.

Council's Strategic Goal:

This item supports the "Fiscal Stability" goals of the Council.

Background:

Local Agency Formation Commissions (LAFCOs) were established by the State in each County (58 in total) to ensure, at the local level, that changes in governmental organizations occur in an efficient manner and promote quality delivery of services and preserve agricultural land.

Changes in government organizations can range from modifying city and district boundaries to creating and dissolving agencies.

Sutter LAFCO's most recent Executive Officer, John Benoit, has served the Commission since September of 2016 and he recently informed the Commission of his retirement, effective July 10, 2023.

After discussion by the LAFCO Commission, Sutter LAFCO desires to appoint Yuba City Deputy Development Services Director, Doug Libby, as its Executive Officer. Mr. Libby previously served Sutter LAFCO as a Planner, Assistant Executive Officer, and Executive Officer from 2001 through August 2016.

Since Sutter LAFCO is a small agency, it does not require a full-time Executive Officer and other staff and has historically contracted with Sutter County and most recently, Mr. Benoit.

As part of this change, Sutter LAFCO also desires to retain the services of Sutter County to serve as LAFCO Counsel which is a role it historically did until September 2016.

Analysis:

A proposed staff services agreement is included as Attachment 1. This agreement was adopted by the LAFCO Commission at its regular meeting on July 13, 2023.

The proposed agreement provides for LAFCO paying the “fully loaded” cost (salary, benefits, retirement contributions, etc.) for Mr. Libby’s time spent on LAFCO matters as well as the actual cost of delivery fees, postage, photocopying, mileage, etc. if City equipment or resources are used.

The agreement provides that LAFCO will incur the cost to defend, hold harmless, and indemnify any claims made by a third party connected with the provisions of services, including claims under the California Government Claims Act naming or otherwise involving the Executive Officer or other person(s) providing services.

Additionally, the agreement specifies that Sutter LAFCO acknowledges that as an employee of the City, there may be circumstances where the Executive Officer, or any other support staff provided by the City, may have a conflict. Such circumstances may arise when the City is also an applicant or directly affected by a reorganization affecting the City. Within the agreement, LAFCO expressly recognizes and agrees that personnel provided by the City may continue to work on items for the City even though they may be recused from providing services to Sutter LAFCO for a particular item, and LAFCO expressly waives any claims under such conflict. Finally, if the Executive Officer is required to recuse himself from a proposal, Sutter LAFCO will be solely responsible for utilizing other resources to provide services as to the conflicting item.

Fiscal Impact:

None. Time spent on LAFCO duties will reduce salary impacts on the General Fund.

Alternatives:

The City Council may decide not to enter into a staff services agreement with Sutter County LAFCO.

Recommendation:

Authorize the Mayor to sign a Staff Services Agreement between the City of Yuba City and Sutter LAFCO.

Attachments:

1. Proposed Staff Services Agreement

Prepared By:
Doug Libby, AICP
Deputy Director of Development Services

Submitted By:
Diana Langley
City Manager

Attachment 1

LAFCO STAFF SERVICES AGREEMENT
(City of Yuba City)

This LAFCO Staff Services Agreement ("Agreement") is made and entered into this 13th day of July, 2023, by and between the CITY of Yuba City ("CITY"), and the Sutter County Local Agency Formation Commission ("LAFCO"), both of which are public agencies.

RECITALS:

A. LAFCO has an upcoming vacancy in the position of an Executive Officer, and is in need for other supporting staff services; and

B. LAFCo also desires to obtain staffing services to support the Executive Officer recognizing that the need for staffing may also be on an as-needed basis.

C. CITY has staff available to perform the services is willing to provide those services as set forth herein; and

D. LAFCO desires to utilize CITY staff to perform the proposed services.

Now, therefore, based upon adequate consideration acknowledged by the Parties, CITY and LAFCO agree as follows:

AGREEMENT:

1. Scope of Services. CITY shall provide staff services to LAFCO including but not limited to the following ("Services"):

a. Executive Officer. CITY shall make available an employee to serve as an Executive Officer who shall perform the duties established for the Executive Officer by applicable State and local law for LAFCO. LAFCO expressly acknowledges and agrees that the Executive Officer shall remain solely an employee of CITY; will still have responsibility to provide services to CITY that may require the Executive Officer to balance performance of those services in the Executive Officer's reasonable discretion; may result in flexible hours of work as set by the Executive Officer; and the Executive Officer may be temporarily unavailable during vacation, sick leave, holidays, or other benefits provide by CITY to the Executive Officer.

b. [Reserved – anticipated for future support personnel.]

2. Appointment. CITY purposes employee Doug Libby to provide services as the Executive Officer. LAFCO accepts the proposal and appoints Doug Libby as the Executive Officer. If Mr. Libby or any other appointed person providing Services under this Agreement resigns or is no longer employed CITY, the upon notification by CITY to LAFCO of the same, that person shall no longer be appointed by LAFCO for the purposes of this Agreement.

3. Employment Status. All individuals made available by CITY to provide services to LAFCO as provided in this Agreement shall remain employees of CITY and are not employees of LAFCO. No person providing Service on behalf of CITY to LAFCo shall be entitled to any employee compensation or other benefits. Instead, CITY shall be solely responsible for providing compensation, vacation, sick leave, health insurance, and other benefits to the individuals providing Services to LAFCO. Although not an employee of LAFCO, the Commission may

conduct regular reviews of the Services provided under this Agreement with the Executive Officer, and may provide guidance and direction regarding the Commission's goals and objectives which the Executive Officer shall be tasked with implementing. LAFCO may request a replacement for the Executive Officer position, or any other CITY employee providing Services, at any time.

4. Compensation and Payment of Expenses. LAFCO shall pay CITY for Services at the latest adopted CITY rates (SEE EXHIBIT A) , which are based on the fully-loaded cost (salary, benefits, retirement contributions, etc.) that CITY expends for the employee(s). LAFCO shall reimburse CITY for all reasonable expenses incurred in providing the Services. LAFCO shall also pay the following:

- a. The cost of any fidelity or other bonds required by law for LAFCO.
- b. The cost to defend, hold harmless, and indemnify any claims made by a third party connected with the provision of Services, including claims under the California Government Claims Act naming or otherwise involving the Executive Officer or other person(s) providing Services.
- c. If specifically requested or required by LAFCO, the costs of specialized training (such as annual conferences), membership in organizations, or other events (such as out-of-town meetings or travel), etc.
- d. The actual cost of delivery fees, postage, photocopying, mileage, etc., if CITY equipment or resources are used.

5. Invoice and Payments. CITY shall submit monthly invoices to LAFCO for Services rendered during the preceding month and expenses incurred. LAFCO shall pay invoices that are undisputed within thirty (30) days of receipt and approval by transfer of funds by journal entry from LAFCO to Sutter CITY Community Services as revenue. The Parties agree to exercise good faith and diligence in the resolution of any disputed invoice amounts.

6. Conflicts. LAFCO expressly acknowledges that as an employee of the CITY, there may be circumstances where the Executive Officer, or any other support staff provided by CITY, may have a conflict. Such circumstances may arise when the CITY is also an applicant or directly affected by a reorganization affecting the CITY. Notwithstanding any provision in this Agreement, LAFCO expressly recognizes and agrees that personnel provided by the CITY may continue to work on items for CITY even though they may be recused from providing services to LAFCO for that particular item, and LAFCO expressly waives any claims under such conflict. **Additionally, upon the Executive Officer's or other CITY staff's recusal from providing services to LAFCO for that particular item, LAFCO will be solely responsible for utilizing other resources to provide services as to the conflicted item.**

7. Emergencies. LAFCO agrees that in the event of a declared local, state, or federal emergency or other emergencies (including acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency) that individuals providing Services under this Agreement may be utilized by CITY to provide emergency responses, which may result in a temporary suspension of Services until other resources are available or the emergency is concluded. CITY shall have the sole discretion to make such a determination.

8. Notice. Any notice required to be given under this Agreement shall be delivered either personally, by first-class postage pre-paid U. S. mail, or overnight courier to the following addresses or such other address provided by the parties in accordance with this section:

If to the CITY:

City of Yuba City
Attn.: Director of Development Services
1201 Civic Center Blvd.
Yuba City, CA 95993

If to LAFCO:

Sutter County LAFCO
Attn.: Executive Officer
1201 Civic Center Blvd.
Yuba City, CA 95993

Notice shall be effective upon receipt or within three days of mailing, whichever is first.

9. Term. The term of this Agreement is from July 13, 2023, until terminated pursuant to the provisions of Paragraph 11, below.

10. Insurance. CITY shall maintain at its sole cost and expense and keep in force during the term of this agreement, coverage for Worker's Compensation either through insurance or self-insurance.

11. Termination. Either party shall have the right to terminate this Agreement at any time for any reason upon thirty (30) days advance written notice to the other Party.

12. Jurisdiction. This Agreement shall be administered and interpreted under the laws of the State of California and any action brought hereunder shall be brought in the Superior Court in and for the County of Sutter.

13. Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

14. Amendments. Any amendments to this Agreement shall be in writing and executed by both parties.

15. Entire Agreement. This Agreement constitutes the entire Agreement between the parties for the provision of staff services to LAFCO by CITY and supersedes all prior oral and written agreements and communications.

16. Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

17. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.

18. Construction. This Agreement reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 shall not apply in interpreting this Agreement.

SUTTER COUNTY LOCAL AGENCY
FORMATION COMMISSION

CITY OF YUBA CITY

By: _____
MAT CONANT
LAFCO CHAIR

By: _____
WADE KIRCHNER
MAYOR

DATE: _____

DATE: _____

APPROVED AS TO FORM

APPROVED AS TO FORM
CITY ATTORNEY

By: _____
County Counsel

By: _____
Shannon Chaffin, City Attorney

Exhibit A

Doug Libby.....\$171.94

CITY OF YUBA CITY
STAFF REPORT

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

Summary

Subject: Overnight Camping Memorandum of Understanding (MOU) - 68 2nd Street, Yuba City
Recommendation: Adopt a Memorandum of Understanding (MOU) with the County of Sutter to provide ongoing funding for the operation of an overnight camping site for individuals experiencing homelessness at 68 2nd Street, Yuba City
Fiscal Impact: PLHA grant funding; CIP Account No. 951281, Maximum of \$363,120 and not to exceed \$90,000 annually

Purpose:

To establish a MOU between the City of Yuba City and County of Sutter to provide funding for the operation of the County's operated overnight camping site located at 68 2nd Street, Yuba City.

Council's Strategic Goal:

This item facilitates the Council's strategic goals of public safety and business friendly.

Background:

The City and Sutter County have previously cooperated on issues pertaining to homelessness. On November 2, 2021, the City Council adopted Resolution No. 21-164 authorizing a one-time contribution of \$40,000 for development of an overnight camping site at 68 2nd Street, Yuba City, utilizing Permanent Local Housing Allocation (PLHA) funding the City has been allocated. This site is located south of the County airport and north of Whiteaker Hall.

Additionally, as part of Resolution No. 21-164, the City Council authorized three (3) individual \$45,000 payments in FY 2021/22, 22/23, and 23/24 totaling \$135,000, to Sutter County Better Way, utilizing PLHA grant funding. The Better Way shelter is located on County land at 1965 Live Oak Blvd.

The City's total PLHA funding is approximately \$310,000 annually with prior Council action on May 2, 2023, committing \$155,000 annually to the Habitat for Humanity's Merriment Village project at 428 North Walton Avenue.

Analysis:

From October 19, 2020 through June 30, 2022, the County incurred operating costs for the overnight camping site located at 68 2nd Street, Yuba City, in the amount of \$286,240.73.

The proposed MOU specifies the City will reimburse the County for 50 percent of its operating costs incurred from October 19, 2020 through June 30, 2022, totaling \$143,120.36.

Beginning July 1, 2022, the City will reimburse the County for 50 percent of the ongoing operating costs as described in Exhibit B of the proposed MOU with a maximum obligation limit of \$90,000 per fiscal year.

The MOU obligates the City and County to jointly develop a budget to fund operation of the site for the upcoming fiscal year (or other determined period) and staff will then recommend to their respective governing bodies that it pay for 50 percent of that year's operational budget.

The proposed MOU includes an indemnification provision for the City; however, in connection with services provided to homeless individuals within the City's jurisdiction and/or brought to the overnight camping facility by the City, the County and City agree to equally share liability except for any liability resulting from willful acts or omission of the County.

The term of the MOU is two years commencing July 1, 2022 and may be renewed at the discretion of the City and County.

Fiscal Impact:

PLHA funding is proposed to be utilized to pay the City's cost portion identified, or a maximum of \$363,120.36, paid from CIP Account No. 951281.

Alternatives:

Do not approve the proposed MOU or provide direction on modifications the City Council would like to see incorporated into document.

Recommendations:

Adopt a Memorandum of Understanding (MOU) with the County of Sutter to provide funding for the operation of an overnight camping site for individuals experiencing homelessness at 68 2nd Street, Yuba City.

Attachments:

1. Proposed MOU

Prepared By:
Doug Libby, AICP
Deputy Director of Development Services

Submitted By:
Diana Langley
City Manager

Attachment 1

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF SUTTER AND THE CITY OF YUBA CITY
FOR A YEAR-ROUND OVERNIGHT CAMPING SITE**

This Memorandum of Understanding (“MOU” or “Agreement”) is made effective as of July 1, 2022, by and between the County of Sutter, a political subdivision of the State of California (“County”) and the City of Yuba City, a municipal corporation (“City”) collectively the “Parties” and individually a “Party.” The purpose of this MOU is to collaborate on the operation of an overnight camping site for individuals who are experiencing homelessness.

RECITALS

WHEREAS, County and City have seen a growth in the homeless population over the past several years, a condition that has been difficult to address given the high cost of housing, and the shortage of emergency, transitional, and affordable housing available in the area to serve this population; and

WHEREAS, as a result, local jurisdictions throughout the County have experienced increased incidents of unlawful camping and loitering activities in and upon portions of the public rights-of-way, parks, and other public facilities in violation of local ordinances; and

WHEREAS, County and City have been working cooperatively to assist and address issues related to homelessness.

WHEREAS, County has selected an overnight camping site for individuals experiencing homelessness in Sutter County, to be located at 68 2nd Street, Yuba City, California (“Site”), to be developed and operated by County.

WHEREAS, City wishes to support County in the development and operation of the Site, including providing financial support; and

WHEREAS, on November 2, 2021, City Council signed a Resolution authorizing a one-time contribution of \$40,000 for the development of the Overnight Camping Site, which funds are pending transfer to County pending approval of this Agreement; and

WHEREAS, County also incurred operating costs for Site in the amount of \$286,240.73 from October 19, 2020 through June 30, 2022, which City also desires to share along with certain ongoing costs of County’s operation of the Site for each fiscal year as set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the facts stated above, the mutual advantages to be derived, and the mutual covenants contained herein, it is agreed by the Parties hereto as follows:

///

1) TERM

The term of this MOU shall be for two years commencing on the date set forth above. This Agreement may be renewed at discretion and agreement of County and City.

2) PURPOSE OF MOU

The Parties agree to share costs for developing and operating the Site as an overnight camping site for individuals experiencing homelessness in Sutter County in an orderly, clean, safe, and sanitary condition.

3) DUTIES AND RESPONSIBILITIES

a) Development of Site:

- i) County will pay for Site renovation and improvements necessary to establish the site as an overnight camping site for individuals experiencing homelessness in Sutter County, as described in Exhibit A.
- ii) City will reimburse County with a one-time payment of Forty Thousand Dollars (\$40,000) for the initial development of the overnight camping site due after execution of this Agreement.

b) Operation of Site:

- i) County will operate the Site as an overnight camping site for individuals experiencing homelessness in Sutter County, as described in Exhibit B.
- ii) It is the intent of the Parties to equally share in the costs of operation of the Site subject to certain caps as set forth herein. County shall be responsible for tracking all costs associated with the operations of the Site, and shall invoice City for the same together with a basic summary of the costs. County will provide additional details if requested by City. City shall then be responsible to pay County the City's share of the operation of the Site as set forth herein.
- iii) City will reimburse County in the amount of One Hundred Forty Three Thousand, One Hundred Twenty Dollars and Thirty Six Cents (\$143,120.36), which represents fifty percent 50% of the County's operating costs incurred from October 19, 2020, through June 30, 2022.
- iv) Beginning July 1, 2022, City will reimburse County for fifty percent (50%) of ongoing operating costs as illustrated in Exhibit B, which payment shall be made after invoice of the same from County. Notwithstanding any other provision of this Agreement, in no event shall City's reimbursement obligations for operating costs exceed Ninety Thousand Dollars (\$90,000) per fiscal year. Reimbursement obligations will cease at the completion of the fiscal year ending June 30, 2024, unless the term of this Agreement is otherwise extended by the parties.
- v) County and City staff shall meet and develop a budget to fund operation of the Site for the upcoming fiscal year (or other period). Staff will then recommend to their

respective governing bodies that it pay for fifty percent (50%) of that year's operational budget, subject to the City's limit on reimbursement obligations not exceeding Ninety Thousand Dollars (\$90,000) for the fiscal year.

c) Grant Funding

- i) The Parties are encouraged to pursue local, state, federal and other grant opportunities and funding sources in furtherance of their financial contributions under this MOU. To the extent possible, the Parties agree to work together cooperatively and in good faith in pursuit of funding opportunities.

4) INDEMNIFICATION

- a) County shall defend, hold harmless, and indemnify City, its governing board, officers, officials, administrators, agents, employees, volunteers, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorney's fees and costs, and including, but not limited to, consequential damages, loss of use, extra expense, death, sickness, or injury to any person(s) or damage to any property, from any cause whatsoever arising from or connected with its service hereunder, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of the indemnifying party, its employees, volunteers, agents, subcontractors, independent contractors, consultants, or other representatives. This indemnity provision shall survive the termination or expiration of this Agreement and is in addition to any other rights or remedies that City may have under law and/or this MOU.
- b) Notwithstanding Section 4(a), in connection with services provided to individuals experiencing homelessness at the Site, Parties agree to share equally in any liability resulting except for any liability resulting from the willful acts or omissions of the County. Such liability will commence for the City starting when both i) the County Administrative Officer and City Manager agree to updated camping rules for the Site and the terms of a camping agreement to be signed by campers making use of the Site; and ii) the County first implements the same at the Site, as evidenced by date in which updated camping rules for the Site and the terms of a camping agreement are provided to campers.
- c) Parties shall require community partner agencies or independent contractors to defend, hold harmless, and indemnify the Parties for the negligence, willful misconduct, or breach of duty by the community partner agencies or independent contractors for any work done on behalf of or in connection with Site.
- d) County shall require community partner agencies or independent contractor to provide the County with a Certificate of Insurance for a general liability insurance policy with an insurance agency that is A.M. Best Rated A minus VI or better, and to maintain said insurance policy at all relevant times. Said insurance policy shall name the County of Sutter as an additional insured, and provide liability insurance coverage in the amount of no less

than \$2,000,000 (two million dollars) per occurrence and no less than \$4,000,000 (four million dollars) in the aggregate.

5) TERMINATION

- a) Either Party may terminate the MOU by giving at least 120 days' written notice to the other party, with or without cause.
- b) If this MOU is terminated by either party, each Party's commitments under this MOU for future operational costs of the Site will terminate. If County continues operating Site, the costs incurred after the termination will solely be County's responsibility. Equipment, supplies, and other items procured under this MOU for the purpose of operating the Site shall be considered the property of the County or the provider pursuant to applicable contract terms.

6) DISPUTE RESOLUTION

If the parties have a dispute that they are unable to resolve at the staff level, either Party may escalate the dispute to the executive staff level (i.e. City Manager and the County Administrative Officer) by submitting a signed and dated request for dispute resolution. If the City Manager and County Administrative Officer cannot come to a resolution, the item in dispute may be presented to the City Council and the County Board of Supervisors for resolution.

7) NOTICES

Any notices required or permitted hereunder shall be in writing and may be personally delivered, or delivered via the U.S. Postal Services, first class postage prepaid, or by a reputable overnight delivery service (such as U.S. Express Mail, Priority Mail, Federal Express, UPS, or DHL), addressed as follows, or to such other place as each Party may designate by subsequent written notice to each other:

City:	City Manager City of Yuba City 1201 Civic Center Boulevard Yuba City, California 95993
County:	County Administrative Officer County of Sutter 1160 Civic Center Boulevard, Suite A Yuba City, California 95993

8) GENERAL PROVISIONS

- a) Further Assurances: The Parties shall cooperate with each other and execute such instruments or documents and take such other actions as may reasonably be requested from time to time in order to carry out, evidence or confirm their rights or obligations under this MOU.

- b) Modification: No provision of this MOU shall be amended, modified, or waived other than by an instrument in writing signed by authorized representatives of the Parties.
- c) Enforceability: This MOU constitutes the legal, valid and binding obligation of each Party, enforceable against such Party.
- d) Waivers: A waiver of any breach of any provision of this MOU shall not constitute or operate as a waiver of any other breach of such provision or any other provisions, nor shall any failure to enforce any provision operate as a waiver of such provision or of any other provisions.
- e) Severability: If any section, subsection, paragraph, term, or provision of this MOU, or the application thereof, is held by a court of competent jurisdiction to be invalid, void or unenforceable, such section, subsection, paragraph, term, or provision, to the extent the same is valid and enforceable, and all other remaining provisions hereof, shall remain in full force and effect, to the fullest extent possible, and shall in no way be affected, impaired or invalidated thereby to the extent such are not rendered impractical to perform taking into consideration the purposes of this MOU.
- f) Governing Law: This MOU shall be governed by, and construed in accordance with, the laws of the State of California and any action brought hereunder shall be brought in the Superior Court in and for the County of Sutter.
- g) Third Party Beneficiaries and No Joint Venture: County and City renounce the existence of any third-party beneficiary to this MOU and agree that nothing contained herein shall be construed as giving any other person or entity third-party beneficiary status. No partnership, joint venture or other association of any kind is formed by this MOU.
- h) Construction of Agreement: This MOU, including all recitals, constitutes the entire agreement between the Parties and supersedes all prior negotiations, representations, drafts regarding this MOU, whether written or oral. In the event of a dispute between the Parties as to the language of this MOU or any amendment to this MOU, this MOU or any amendment to this MOU shall be deemed to have been drafted by the Parties in equal parts so that no presumptions or interferences concerning its terms or interpretation may be construed against, or in favor of, either Party based on the preparation or negotiation of this MOU or any amendment to this MOU.

IN WITNESS WHEREOF, the Parties have caused this MOU to be executed by the respective officers thereunto duly authorized, on the day and year as indicated below to be effective as of the day and year first written above.

COUNTY OF SUTTER

CITY OF YUBA CITY

By: _____

By: _____

CHAIRPERSON, SUTTER COUNTY
BOARD OF SUPERVISORS

MAYOR, CITY OF YUBA CITY

DATED: _____

ATTEST:

DONNA JOHNSTON
SUTTER COUNTY CLERK

By: _____

APPROVED AS TO FORM:

By: _____
SUTTER COUNTY COUNSEL

DATED: _____

ATTEST:

JACKIE SILLMAN
CITY CLERK

By: _____

APPROVED AS TO FORM:

By: _____
CITY ATTORNEY

Exhibit A

<u>ONE TIME COSTS BUDGET ASSOCIATED FOR SITE SET UP</u>	
SERVICE/PRODUCT	COST
Staff time setting up the site (include overtime)	\$ 4,056
Cameras & Video Surveillance Sign	\$ 915
Fencing - Gate & Concrete	\$ 14,110
Site Prep Grading	\$ 30,359
Aggregate For Site	\$ 31,029
Pallets, Osb Plywood & Screw Etc.	\$ 2,159
Other Miscellaneous	\$ 474
Guard Shack/Commercial Coach	
County Staff Time - Engineering and Road Crew	\$ 19,989
Total Costs	<u>\$ 103,092</u>

Exhibit B

Ongoing Operation Costs

For illustration purposes, the estimated ongoing operation costs necessary to maintain Site as an overnight camping site for individuals experiencing homelessness are as follows:

- Maintenance of grounds including but not limited to keeping the Site free of all grass, weeds, debris, and flammable materials of every description and landscaping.
- Sanitary maintenance including but not limited to bathroom facilities and waste removal.
- Maintenance of fences, if any.
- Security measures necessary to ensure the physical safety of staff and overnight campers, including but not limited to security staff, lighting, and fire safety measures.

<u>ONGOING MONTHLY COSTS FOR SITE</u>	
SERVICE/PRODUCT	MONTHLY PRICING
Verizon (Data Plan for Cameras)	\$ 80
Ben Toilet Rent	\$ 1,200
Arm Guard for Security	\$ 12,000
Lighting	\$ 1,000
Other Miscellaneous	\$ 720
Total Monthly Costs	\$ 15,000
Total Annually Costs	\$ 180,000

CITY OF YUBA CITY
STAFF REPORT

Date: July 18, 2023
To: Honorable Mayor & Members of the City Council;
From: Finance/IT Department
Presentation By: Katrina Woods, Customer Service Manager

Summary

Subject: Consideration of Inclusion of Delinquent Charges and Penalties for Water and Wastewater Services on Secured Tax Roll

Recommendation: A. Conduct a Public Hearing, and after consideration

B. Adopt a Resolution for the inclusion of delinquent charges and penalties for water and wastewater services on the secured tax roll in the same manner as the general taxes and directing that a lien also be placed on the subject properties

Fiscal Impact: \$13,178.87 and 18 accounts in utility revenues will be collected through the County property tax roll

Purpose:

To recover delinquent water and wastewater charges through the placement of a lien on the secured property tax roll of subject properties.

Council's Strategic Goal:

This item meets City Council's strategic goal of fiscal responsibility, by ensuring that all attempts have been made to collect monies that are owed to the City.

Background:

The Finance Department actively manages utility receivables and pursues delinquent service charges within the limits allowed by State law, and is consistently researching new tools for successful collections. Closed accounts with a remaining balance are attempted to be collected through various efforts. Some tools used for collection include the following:

- Billing notices – Updating billing addresses to ensure bills are being delivered to the correct locations. Upon closing of a tenant occupied property, a dual notice is mailed to the property owner on file as well. Property owners are also made aware of debt on tenant accounts through the requirement set in Municipal Code Sec. 6-6.10, which states that no new account can be established for service at a property with a delinquent balance. At such a time, a property owner is contacted and is required to establish services in their name until the debt is resolved.
- Transfers – If a customer listed on the utility bill resides at a Yuba City property receiving a utility bill, unpaid balances can be transferred to the current residence.
- Demand letters – Unpaid accounts receive up to three demand letters notifying the customer of unpaid balances and repercussions if the bill is not paid in full, or a payment plan is not

established during an allotted amount of time. After the initial billing period for the final bill, a balance reminder is mailed to the customer, giving a two-week timeline for response. Upon conclusion of this time frame, a collections notice is sent to the customer, allowing for a ten-day window for response. After ten days, phone calls are made to each customer with a balance due, in an attempt to resolve the balance before progressing to external collection agency efforts. A dual collections notification is also sent to the property owner on file at this time.

- Collections agency – Staff utilizes the assistance of a collections agency that can report the debt to the credit reporting agencies, at the cost of a 40% collection rate.
- Tax Intercept – Unpaid accounts are reported to the Franchise Tax Board annually for tax interception.

On June 21, 2016, Council adopted a municipal code update that allows for unpaid accounts to be included on the property tax bill. The option of inclusion on the property tax bill and the placement of a lien on the properties is another tool that staff can utilize for collection efforts.

Analysis:

In June, a list of accounts was prepared with unpaid service charges on final (closed) accounts, as well as active accounts with exceptionally high balances. Notices were mailed to each property owner with a delinquent account, encouraging them to pay, announcing an administrative hearing held on July 12, 2023 on the delinquent accounts, and the public hearing before the City Council on July 18, 2023. A public notice was also posted for two consecutive weeks prior to the July 18th hearing date.

Payments are recorded daily. The report listing the delinquent accounts is attached as Exhibit B and lists delinquencies as of July 12, 2023. Some accounts may be paid before a final delinquent list is prepared and transferred to Sutter County.

Fiscal Impact:

Every year a number of accounts go uncollected for various reasons. The Finance Department exhausts all collection efforts, both internally and through external agencies. By including the delinquent water and wastewater charges on the secured property tax roll and placing a lien on subject properties, staff ensures that all attempts have been made to collect monies that are owed to the City. If accounts are not collected, other utility customers will absorb the cost through rates in order to fill the void of revenue. This then becomes an issue of fair and reasonable treatment of customers.

The attached list of properties is recommended to have liens placed on the tax bills for 18 accounts totaling \$13,178.87 in unpaid utility revenues.

Alternatives:

The Council may modify the report listing the delinquent accounts attached as Exhibit B or provide staff with alternative direction based on testimony received at the public hearing or based on any other information.

Recommendation:

Adopt a Resolution for the inclusion of delinquent charges and penalties for water and wastewater services on the secured tax roll in the same manner as the general taxes and direct that a lien also be placed on the subject properties.

Attachments:

1. Exhibit 1-Delinquent Utilities Collection Resolution
2. Exhibit 2 - List of Delinquent Accounts
3. Exhibit 3 - Sample Delinquency Letter

Prepared By:
Katrina Woods
Customer Service Manager

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
AUTHORIZING COLLECTION OF DELINQUENT WATER AND/OR
WASTEWATER CHARGES ON THE TAX ROLL WITH GENERAL
TAXES**

WHEREAS, Section 5473 of the Health and Safety Code of the State of California and the Yuba City Municipal Code Sections 6-5.706 and 6-6.10 authorize the City to make an election to collect delinquent water and wastewater charges on the tax roll along with general taxes; and

WHEREAS, the City has exhausted other methods of collection of delinquent water and wastewater charges; and

WHEREAS, the City of Yuba City's Municipal Code, Sections 6-5.706 and 6-6.10 assign the payment responsibility as the property owners, stating, *Notwithstanding any provisions of this chapter, the property owner shall be additionally responsible for payment of all unpaid water/sewer bills and other fees owed to the City. Any agreement between landlords and tenants to the contrary will not relieve the landlord or record owner of the property of the responsibility for payment of the water and/or sewer service charges to the City*; and

WHEREAS, the City provided citizens an opportunity to review and protest the amount of delinquent charges scheduled for collections through the property tax roll. Notices were publicly posted two weeks prior to the hearing, and individual notices were mailed to each customer with a delinquent account, encouraging them to pay and announcing the public hearing, which was held on July 18, 2023.

WHEREAS, the report listing the delinquent water and sewer charges is attached as Exhibit "B" ("Report") and a notice of the report's filing and hearing schedule was published once a week for two successive weeks prior to the hearing.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF YUBA CITY DOES HEREBY RESOLVE AS FOLLOWS: The City elects to collect delinquent water and wastewater charges on the tax roll. The Report listing the delinquent charges attached as Exhibit "B" is approved and adopted. The City Clerk is authorized to file the approved Report with the Finance Director for submittal to Sutter County to include the delinquent charges on the tax roll against the properties described in the attached report. The delinquent charges shall constitute a lien against each of the properties.

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 July 2023.

AYES:

NOES:

ABSENT:

Wade Kirchner, Mayor

ATTEST:

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY

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

Exhibit 2 - City of Yuba City Delinquent Utility Accounts		
Account #	Balance Due	APN
000199-04	\$ 93.98	058180032000
013875-4	\$ 83.98	022241011000
774915-03	\$ 321.85	056070070000
242294-02	\$ 206.91	051073034000
102842-09	\$ 208.71	056140023000
643384-14	\$ 969.49	052362021000
003334-06	\$ 186.86	055210004000
600410-09	\$ 212.69	052051003000
002681-08	\$ 80.61	062360041000
561801-08	\$ 886.96	052155016000
642319-22	\$ 1,571.15	052302004000
724440-02	\$ 1,116.90	053293005000
800583-03	\$ 886.96	053432004000
000076-03	\$ 977.10	055150009000
561674-05	\$ 1,873.22	052181008000
642090-00	\$ 886.96	052301002000
762333-03	\$ 1,761.64	053312014000
100765-01	\$ 852.90	057033013000
TOTAL REPORT	\$ 13,178.87	18 ACCOUNTS

ATTACHMENT 3



Finance

June 5, 2023

Property Owner

YUBA CITY, CA 95991

Dear Property Owner:

Our records show that there are outstanding bills for utility services provided to your property. **You are strongly encouraged to pay your account in full immediately in order to avoid any further action, including a property tax lien placed on the property.**

If you have recently paid off your account, please disregard this notice.

According to our delinquent list, your account status is as follows:

\$321.85 is unpaid and delinquent for billing and service through May 2023. The total balance due on the account is **\$321.85** at the following address:

Service Address:

Acct #:

The City of Yuba City Municipal Code provides a hearing process for customers to dispute their delinquent utility service account(s). The City is scheduled to hold this hearing on July 12, 2023. This meeting will start at 10 A.M. and will be held at City Hall in the Sutter Room, located at 1201 Civic Center Blvd., Yuba City. This will be your opportunity to appeal the delinquent balance; otherwise, the delinquent balance due, including related administrative fees, will be placed on an assessment list and presented to City Council for approval on July 18, 2023. Upon approval, the balance due will be placed on your property tax bill for collection.

You are encouraged to voice any concerns by writing to the City at the following address or by calling the number listed below:

City of Yuba City - Finance Department
1201 Civic Center Blvd.
Yuba City, CA 95993

If you have any questions or comments, please feel free to contact us at (530) 822-4618.

Sincerely,
City of Yuba City - Finance Department

Nuestros registros muestran que existen facturas pendientes de pago por servicios públicos prestados a su propiedad. **Se le recomienda insistentemente que pague la totalidad de su cuenta de inmediato para evitar cualquier otra acción, como el embargo de impuestos sobre la propiedad.**

En caso de que haya liquidado recientemente su cuenta, haga caso omiso de este aviso.

Según nuestra lista de morosos, el estado de su cuenta es el siguiente:

\$321.85 no ha sido pagado y se encuentra en mora por facturación y servicio hasta Mayo de 2023. El saldo total adeudado en la cuenta es **\$321.85** en la siguiente dirección:

Dirección del servicio:

Parcela #:

Cuenta #:

El código municipal de la Ciudad de Yuba City proporciona un proceso de audiencia para que los clientes puedan disputar su(s) cuenta(s) de servicio público en mora. La ciudad tiene previsto celebrar esta audiencia el 12 de Julio de 2023. Esta reunión tendrá lugar a partir de las 10 de la mañana y se celebrará en el Ayuntamiento, en la sala Sutter, situada en el 1201 Civic Center Blvd., Yuba City. Esta será su oportunidad para apelar el saldo en mora; de lo contrario, este saldo, incluidas las tasas administrativas correspondientes, se incluirá en una lista de evaluación y se presentará al Concejo Municipal para su aprobación el 18 de Julio de 2023. Una vez aprobado, el saldo adeudado se incluirá en la factura del impuesto sobre la propiedad para su cobro.

Lo invitamos a que presente sus inquietudes por escrito a la Ciudad en la siguiente dirección o llamando al número que se indica a continuación:

Ciudad de Yuba City - Departamento de Finanzas
1201 Civic Center Blvd.
Yuba City, CA 95993

Si tiene alguna pregunta o comentario, no dude en comunicarse con nosotros llamando al (530) 822-4618.

ਸਾਡੇ ਰਿਕਾਰਡ ਦਰਸਾਉਂਦੇ ਹਨ ਕਿ ਤੁਹਾਡੀ ਜਾਇਦਾਦ ਨੂੰ ਪ੍ਰਦਾਨ ਕੀਤੀਆਂ ਸਹੂਲਤਾਂ ਸੇਵਾਵਾਂ ਦੇ ਕੁਝ ਬਕਾਇਆ ਬਿੱਲ ਹਨ। ਜਾਇਦਾਦ 'ਤੇ ਲਗਾਏ ਗਏ ਜਾਇਦਾਦ ਟੈਕਸ ਲੀਅਨ ਸਮੇਤ, ਕਿਸੇ ਵੀ ਅਗਲੀ ਕਾਰਵਾਈ ਤੋਂ ਬਚਣ ਲਈ ਤੁਹਾਨੂੰ ਪੁਰਜ਼ੋਰ ਅਪੀਲ ਕੀਤੀ ਜਾਂਦੀ ਹੈ ਕਿ ਤੁਸੀਂ ਆਪਣੇ ਖਾਤੇ ਦਾ ਪੂਰਾ ਭੁਗਤਾਨ ਕਰੋ।

ਜੇ ਤੁਸੀਂ ਹਾਲ ਹੀ ਵਿੱਚ ਆਪਣੇ ਖਾਤੇ ਦਾ ਭੁਗਤਾਨ ਕੀਤਾ ਹੈ, ਤਾਂ ਕਿਰਪਾ ਕਰਕੇ ਇਸ ਨੋਟਿਸ ਦੀ ਅਣਦੇਖੀ ਕਰੋ।

ਸਾਡੀ ਬਦਲੇ ਹੋਏ ਬਕਾਇਆ ਦੀ ਸੂਚੀ ਦੇ ਅਨੁਸਾਰ, ਤੁਹਾਡੇ ਖਾਤੇ ਦੀ ਸਥਿਤੀ ਹੇਠਾਂ ਦਿੱਤੀ ਹੈ:

ਮਈ 356 # ਟੈਕਸ ਬਿੱਲਿੰਗ # ਅਤੇ ਸੇਵਾ ਲਈ # 6541; 8 # ਦਾ ਭੁਗਤਾਨ ਨਹੀਂ ਕੀਤਾ ਗਿਆ ਹੈ ਅਤੇ ਸਹੂਲਤਾਰ ਹੈ। ਹੇਠਾਂ ਦਿੱਤੇ ਪਤੇ 'ਤੇ ਆਪਣੇ ਬਕਾਇਆ ਬਿੱਲ ਰਕਮ # ' 6541; 8 # ਦੇ =

ਸੇਵਾ ਦਾ ਪਤਾ:

ਖਾਤਾ #:

ਸਿਟੀ ਆਫ ਯੂਬਾ ਸਿਟੀ ਮਿਊਨੀਸੀਪਲ ਕੋਡ ਗਾਹਕਾਂ ਨੂੰ ਉਨ੍ਹਾਂ ਦੇ ਬਦਲੇ ਹੋਏ ਸਹੂਲਤ ਸੇਵਾ ਖਾਤੇ (ਖਾਤਿਆਂ) ਸੰਬੰਧੀ ਵਿਵਾਦ ਕਰਨ ਲਈ ਸੁਣਵਾਈ ਦੀ ਇੱਕ ਪ੍ਰਕਿਰਿਆ ਪ੍ਰਦਾਨ ਕਰਦਾ ਹੈ। ਸਿਟੀ ਦੀ ਇਹ ਸੁਣਵਾਈ 12 ਜੁਲਾਈ 2023 ਨੂੰ ਹੋਣੀ ਹੈ। ਇਹ ਮੀਟਿੰਗ ਸਵੇਰੇ 10 ਵਜੇ ਸ਼ੁਰੂ ਹੋਵੇਗੀ ਅਤੇ ਇਹ 1201 ਸਿਵਿਕ ਸੈਂਟਰ ਬੁਲੇਵਾਰਡ, ਯੂਬਾ ਸਿਟੀ ਵਿਖੇ ਸਥਿਤ ਸਿਟੀ ਹਾਲ ਦੇ ਸਟਰ ਰੂਮ ਵਿਖੇ ਹੋਵੇਗੀ। ਇਹ ਤੁਹਾਡੇ ਲਈ ਬਦਲੇ ਹੋਏ ਬਕਾਇਆ ਦੀ ਅਪੀਲ ਕਰਨ ਦਾ ਮੌਕਾ ਹੋਵੇਗਾ; ਨਹੀਂ ਤਾਂ, ਸਬੰਧਤ ਪ੍ਰਬੰਧਕੀ ਫੀਸਾਂ ਸਮੇਤ, ਬਦਲੇ ਹੋਏ ਬਕਾਇਆ ਨੂੰ ਮੁਲਾਂਕਣ ਸੂਚੀ ਵਿੱਚ ਰੱਖਿਆ ਜਾਵੇਗਾ ਅਤੇ 18 ਜੁਲਾਈ 2023 ਨੂੰ ਮਨਜ਼ੂਰੀ ਲਈ ਸਿਟੀ ਕੌਂਸਲ ਨੂੰ ਪੇਸ਼ ਕੀਤਾ ਜਾਵੇਗਾ। ਮਨਜ਼ੂਰੀ ਮਿਲਣ 'ਤੇ, ਬਕਾਇਆ ਰਕਮ ਨੂੰ ਇਕੱਤਰ ਕਰਨ ਲਈ ਤੁਹਾਡੇ ਜਾਇਦਾਦ ਟੈਕਸ ਬਿੱਲ ਵਿੱਚ ਜੋੜਿਆ ਜਾਵੇਗਾ।

ਤੁਹਾਨੂੰ ਅਪੀਲ ਕੀਤੀ ਜਾਂਦੀ ਹੈ ਕਿ ਹੇਠ ਲਿਖੇ ਪਤੇ 'ਤੇ ਸ਼ਹਿਰ ਨੂੰ ਲਿਖ ਕੇ ਜਾਂ ਹੇਠਾਂ ਦਿੱਤੇ ਨੰਬਰ 'ਤੇ ਕਾਲ ਕਰਕੇ ਆਪਣੀਆਂ ਚਿੰਤਾਵਾਂ ਦੱਸੋ:

ਸਿਟੀ ਆਫ ਯੂਬਾ ਸਿਟੀ - ਵਿੱਤ ਵਿਭਾਗ
1201 ਸਿਵਿਕ ਸੈਂਟਰ ਬੁਲੇਵਾਰਡ
ਯੂਬਾ ਸਿਟੀ, CA 95993

ਜੇ ਤੁਹਾਡੇ ਕੋਈ ਪ੍ਰਸ਼ਨ ਜਾਂ ਟਿਪਣੀਆਂ ਹਨ, ਤਾਂ ਕਿਰਪਾ ਕਰਕੇ ਸਾਡੇ ਨਾਲ (530) 822-4618 'ਤੇ ਸੰਪਰਕ ਕਰਨ ਵਿੱਚ ਨਾ ਝਿਜਕੋ।

CITY OF YUBA CITY
STAFF REPORT

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

Summary

Subject: Burned/Damaged Building Abatement
Recommendation: Receive a staff presentation on fire damaged building abatement
Fiscal Impact: The preparation of this staff report utilized existing budgeted monies and does not have an additional fiscal impact.

Purpose:

Receive a staff presentation regarding fire-damaged buildings within the City limits and available abatement options.

Council's Strategic Goal:

This item addresses the Council's goals of Public Safety, Quality of Life, Homelessness and Vagrancy.

Background:

City records indicate there are currently 11 fire-damaged residential and commercial buildings within the City limits in various states of repair/disrepair. This does not include eight non-fire damaged buildings/properties that have been red tagged, are vacant, boarded and being pursued under separate code enforcement cases. Staff report Attachment 1 depicts the locations of these properties.

The City historically receives complaints from citizens who live proximate to these properties who are impacted by the aesthetics of fire-damaged structures and vacant property issues, such as blighted properties, homelessness, and increased neighborhood crime, which then results in increased calls for service (Police, Fire, Code Enforcement).

Municipal Code Chapter 8, Article 6 (Nuisances) was adopted by the City Council on September 15, 2020, as Ordinance 010-20 and it provides a process for the City to address instances where damaged buildings may be declared a nuisance and it establishes abatement procedures.

For vacant properties, the City Manager or designee may issue an order for a property owner of a vacant building to submit a Vacant Building Plan within 30-days of service of an order (Section 4-8.105).

If required by the City Manager or designee, the City may require an order to contain a plan to either

occupy, sell, lease, or demolish the building within **180 days** or such other time as determined reasonable by the City Manager or designee under the circumstances (Section 4-8.105 (a) (6). (Emphasis added) This means the time frame specified may be less than 180 days. After consulting with the City Attorney's Office, the 180-day requirement is not uncommon although it is not used frequently by surrounding jurisdictions. Only Sutter County has a similar 180-day requirement.

An approved Vacant Building Plan shall be valid for no more than 180 calendar days, and if expired and if the City Manager or designee hasn't released the property from the approved plan, the property owner is automatically required to seek approval of a new Vacant Building Plan (Section 4-8.105 (e)).

Failure by a property owner to submit a Vacant Building Plan or comply with an approved plan is subject to abatement and cost recovery procedures and any other enforcement mechanisms provided by law (Section 4-8.105(f)).

Traditionally, once a property is subject to fire damage, the Fire Department ensures the property is secured and it then becomes the property owner's responsibility to pursue an insurance claim or other resources to abate the damaged building.

Code enforcement has traditionally only become involved should a need arise through receipt of a citizen-generated complaint.

Analysis:

Below are options generally available to a city to address fire-damaged buildings on private property where timely corrections have not been made. These options are not exclusive and the particular circumstances of a case can provide additional legal options.

Option 1: Traditional Code Enforcement

This option involves the City conducting inspections, sending notices to the property owner of a fire-damaged property. This may involve the issuance of citations and imposing fines. This option can be ineffective because it doesn't force a property owner to take action. Code enforcement fines are designed to motivate a property owner to take corrective action but it doesn't actually force action to be taken. If significant fines are imposed, there can be significant staff effort to collect them. As part of this process, the City may pursue an abatement warrant through the court and the City would initially have to pay to have the damaged building removed and violations abated.

Municipal Code Section 4-8.704 (a) (2) specifies that the City's incurred costs may be collected in any or all of the following ways: by a collection agency as a personal obligation, by the City Attorney's Office through judicial action, or as a special assessment and lien attached to the subject property. Should a lien be selected to recoup cost, after three (3) years following a property lien being imposed and not being paid, the City may pursue foreclosure proceedings on the property.

Option 2: Demolition and Cost Recovery

A more direct option available is for the City to pursue an inspection warrant from the court to document structural deficiencies and other violations. If the property owner of the fire-damaged building does not make timely repairs, the City can follow-up with an abatement warrant issued by the court to remove the burned/damaged structure and other debris down to the foundation. The City may impose a property lien to recoup its costs.

Similar to Option 1, the same means of cost recovery are available to the City.

Option 3: Receivership

This option involves the City documenting its efforts to address a blighted property and the property owner's failure to bring a property into compliance. The City can request the court appoint a Receiver, who is a court appointed attorney, who will take responsibility to rehabilitate a property, abating violations, and selling the affected property. Once sold, any City liens that have been imposed can be satisfied.

It is important to note that a property having little value or equity is unlikely to have a Receiver appointed because there is little opportunity to recoup costs and provide a profit for the Receiver.

Similar to Option 1, the same means of cost recovery are available to the City.

Summary

Code Enforcement options to abate fire damaged buildings are not immediate remedies and take time to allow for due process to occur, and time for insurance claims to process. Additionally, there can be challenges with obtaining the necessary financing, the availability of design professionals to prepare construction plans, meet new building standards, and the time needed to obtain permits. The availability of contractors and subcontractors to do needed work also presents challenges. Finally, the availability of material supplies can still present issues for development projects.

With the potential long term impact on neighborhoods, staff recently began requiring Vacant Building Plans with each new burned/damaged building incident to help minimize timelines and property blight.

If the Council desires the City to abate specific properties, staff recommends Council consider additional funding appropriations through a future budget cycle to help account for property cleanup and additional costs.

Fiscal Impact:

The abatement of fire-damaged buildings can result in increased legal costs to the City and the initial upfront cost to physically abate properties will be borne by the City. This will require additional monies be appropriated. However, some of this cost may be reduced/received over a long period with successful cost recovery and increased property values.

Alternatives:

The City Council may decide to receive the information presented and not provide direction regarding the abatement of fire-damaged buildings.

Recommendation:

Receive a staff presentation on fire damaged building abatement.

Attachments:

1. Map of fire damaged, vacant and red-tagged structures
2. Existing Nuisance Ordinance

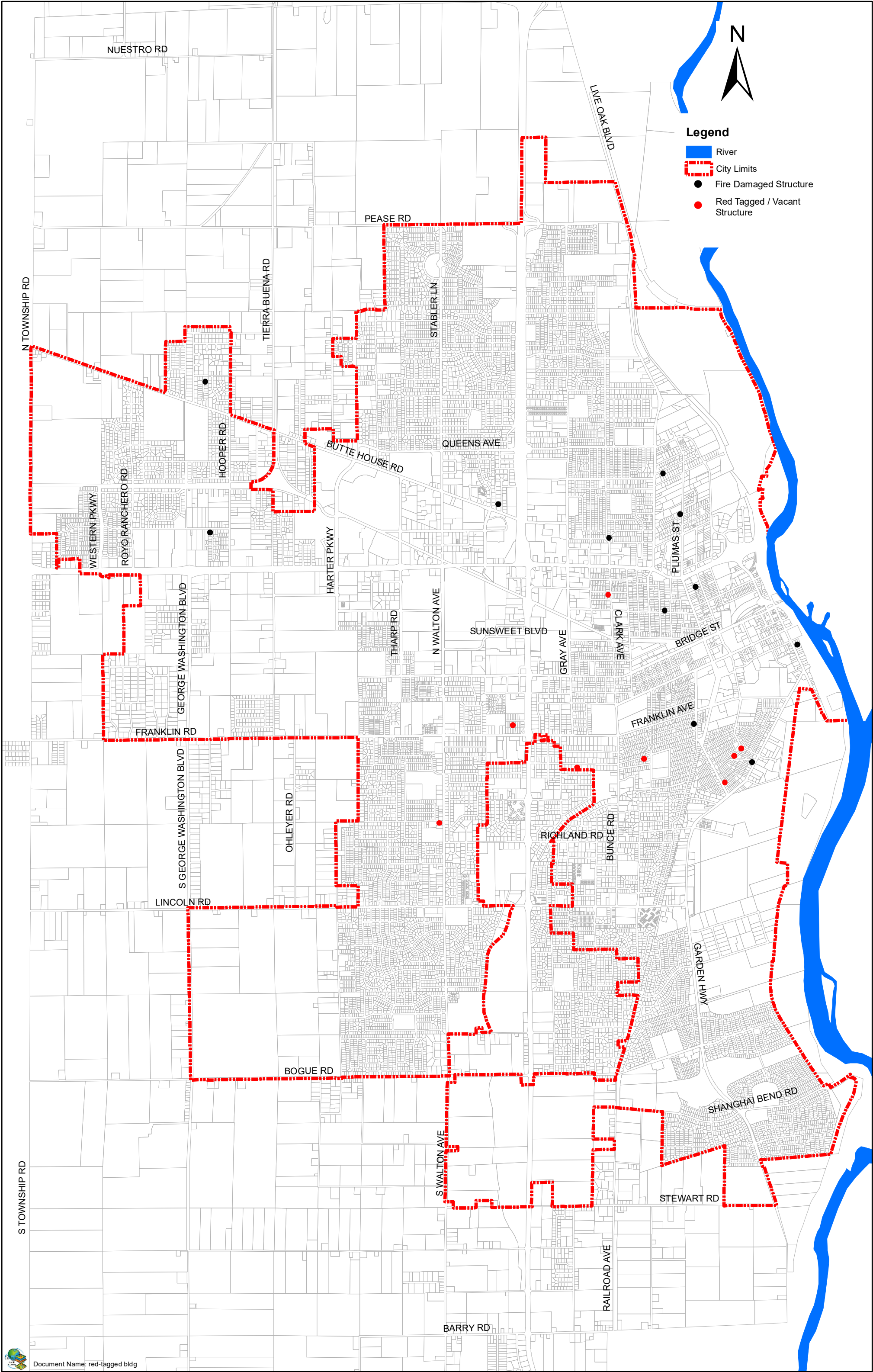
Prepared By:

Doug Libby, AICP
Deputy Director of Development Services

Submitted By:

Diana Langley
City Manager

ATTACHMENT 1



Legend

-  River
-  City Limits
-  Fire Damaged Structure
-  Red Tagged / Vacant Structure

ATTACHMENT 2

Footnotes:

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Editor's note— Ord. No. 010-20, § 2, adopted Sept. 15, 2020, repealed the former Ch. 8, §§ 4-8.010—4-8.450, and enacted a new Ch. 8 as set out herein. The former Ch. 8 pertained to nuisance abatement code and derived from Ord. No. 005-09, § 3, effective May 7, 2009 and Ord. No. 004-19, § 3, adopted Nov. 5, 2019

Article 1. - Unlawful Property Related Nuisances

Sec. 4-8.101. - Neighborhood preservation.

It shall be unlawful for any person owning, renting, leasing, occupying or having charge or possession of any real property in the City to maintain such property in a manner that any of the following conditions are found to exist thereon, except as may be allowed by the Yuba City Municipal Code. These conditions meet one or more of the following criteria and are considered nuisances subject to abatement and cost recovery as proscribed in this chapter: substantially detract from the appearance of the immediate neighborhood, reduce the property value in the immediate neighborhood, are an attractive nuisance, are materially detrimental to nearby properties and improvements, are a visual blight, are offensive to the senses, or are otherwise dangerous to public health, safety or welfare.

- (a) *Abandoned and partial buildings.* Buildings which are abandoned, vacant, partially destroyed, or left in an unreasonable state of partial construction. "An unreasonable state of partial construction" means any unfinished building or structure where the owner has been given written notice to complete the building or structure by the City's Building Official or designee, but fails to complete construction and obtain final approval from the City in accordance with applicable laws and regulations within the time period provided by the City's Building Official or designee.
- (b) *Broken windows.* Buildings with windows containing broken glass or no glass at all where the window is of a type which normally contains glass.
- (c) *Building materials and household fixtures and equipment.* Used or damaged lumber, junk, trash, debris, concrete, scrap metal, salvage materials and abandoned, broken, discarded or unused furniture, appliances, sinks, toilets, cabinets, or other household fixtures or equipment (i) stored so as to be visible at ground level from a public street, alley or from adjoining property, or (ii) stored in a manner out of view but in an unsecured area accessible to minors, or (iii) stored in a manner as to harbor rodents, insects, or other vermin.
- (d) *Building residue.* Residue from a fire or demolition such as concrete or brick foundations and flatwork.
- (e) *Construction equipment.* Construction equipment or machinery of any type or description parked or stored on the property when it is readily visible to the general public, except while excavation, construction or demolition operations covered by an active building permit are in progress on the subject property or an adjoining property.
- (f) *Deteriorated buildings.* Buildings which have become so deteriorated as to permit decay, excessive checking, cracking, peeling, chalking, dry rot, warping, or termite infestation.
- (g) *Deteriorated improvements.* Walls, fences, hedges, driveways, sidewalks, walkways, and similar

improvements which have become deteriorated, hazardous, defective, or unsightly.

- (h) *Encroachment*. The encroachment onto public property for which no encroachment permit has been issued or which is in violation of the provisions of an encroachment permit or any applicable law.
- (i) *Garbage containers*. The leaving of any garbage, rubbish, recyclable, or green waste container in a front yard area visible from a public street, except during the times necessary for collection, which provides for containers are to be placed at curbside for collection within 12 hours of the time of collection and shall be removed within 12 hours after collection service is rendered.
- (j) *Graffiti*. Graffiti or other defacing words, letters or drawings which remain in excess of 48 hours on the exterior of any building or fence or other structure that has not been removed or covered with paint matching the structure that was defaced.
- (k) *Hazardous liquids and other substances*. Any property with pooled or flowing hazardous substances, including oil and similar liquids, which are not contained on site in approved storage containers and pursuant to all laws. Any property with excessive accumulations of oil and similar liquids on paved surfaces, buildings, walls, or fences. Any property where a hazardous substance is deposited, stored, released, or discharged in violation of any law.
- (l) *Hazardous pools, ponds, and excavations*. Pools, spas, hot tubs, ponds, or other artificially confined bodies of water, and excavations, maintained in a hazardous manner which may affect the health or safety of the public, including providing a breeding place for mosquitoes and algae, failing to comply with State and local safety requirements for pools and spas, and failing to take adequate measures to prevent public access to the area.
- (m) *Landscape materials*. The keeping, storage, depositing, or accumulation on the premises of dirt, sand, gravel, concrete, or other similar materials for an unreasonable period of time or in a manner as to harbor rodents, insects, or other vermin.
- (n) *Landscaping*. Front and visible side yards without acceptable landscaping, except for improved surfaces such as walks and driveways. Acceptable landscaping shall include any ground cover, decorative rock, redwood bark, lawn, turf and/or other material determined to be acceptable or required by the City Manager or his/her designee. Landscaping shall also be maintained in accordance with any approved permit, site plan, or landscaping plan.
- (o) *Land use entitlements*. The failure to comply with any condition imposed on an entitlement, permit, contract, or environmental document issued or approved by the City in connection with the property or any improvement located thereon.
- (p) *Laundry hanging*. The hanging of clothing, laundry or routinely washed articles on porch/stair railings, fences, hedges, or other supporting structures located in front or side yards and visible from a public place.
- (q) *Occupied vehicles*. Any vehicle, recreational vehicle, motor home, camper, camper shell, or boat occupied by any person or persons overnight, except as may be permitted in an approved location for such purpose.
- (r) *Offensive odors*. Stagnant water, refuse, rubbish, garbage, dead animal carcasses, offal, animal excrement or other waste materials which emit odors that are unreasonably offensive to the physical senses of a reasonable person of normal sensitivity or which may cause or attract rodents, insects, or

other vermin.

- (s) *Personal property.* The keeping, storage, depositing or accumulation of an excessive amount of personal property visible from a public street or alley and/or adjacent private property.
- (t) *Public right-of-way.* The keeping, storage, depositing or accumulation of landscaping materials, sporting equipment, garbage cans or any other personal property within the public right-of-way, including but not limited to greenways, landscaping medians, streets, sidewalks and alleyways.
- (u) *Safety hazard.* The maintenance of property in a manner that presents an imminent safety hazard and/or creates a present and immediate danger to life, property, health or public safety.
- (v) *Sewage.* The failure to properly connect any inhabited improvements to a sewage disposal system or sanitary sewer and/or permitting sewage seepage or discharge upon the ground.
- (w) *Signs.* Improper existence and maintenance of signs relating to uses no longer conducted or products no longer sold on the property.
- (x) *Storage containers and dumpsters.* Storing or keeping boxes, containers, or dumpsters, in excess of 72 consecutive hours, except when otherwise permitted by the Yuba City Municipal Code, the City Manager or his/her designee when engaged in ongoing construction activity.
- (y) *Tarps and other temporary use items.* The keeping or using of tarps or other similar items intended to be used as a temporary protective cover or shelter in a state of disrepair or beyond the intended use period, when the item is stored so as to be visible at ground level from a public street, alley or from adjoining property. Temporary use items visible for more than 30 consecutive calendar days or 30 calendar days in any calendar year shall be presumed to be beyond their intended period of use.
- (z) *Tractor-trailer.* Any semi-tractor-trailer truck, also known simply as a semi-trailer truck, tractor-trailer truck, semi-tractor truck, semi-truck, big rig, 18 wheeler, trailer truck or tractor truck, or combination of a tractor unit and one, or more, semi-trailers to carry freight and/or exceeding 10,000 pounds. parked or stored on any driveway, street, an unimproved surface or otherwise in violation of the Yuba City Municipal Code; unless parking or storage on the street is authorized within the zoning district where the tractor-trailer is parked or stored.
- (aa) *Unpermitted construction or alterations.* The building, construction or placement of any unpermitted structure or building, including but not limited to an unpermitted carport, driveway entrance, patio cover, pergola or improvements to a previously approved structure or building.
- (bb) *Vehicle parts.* The keeping, storage, depositing, or accumulation on the premises of motor vehicle part(s) or scrap, including tires, which is:
 - (1) Visible at ground level from a public street, alley or from adjoining property, or
 - (2) Contains more than personal use items unless allowed by previous City review or permit in appropriate commercial or industrial zones.
- (cc) *Vehicles, including motor homes, trailers, and boats.*
 - (1) Any vehicle, recreational vehicle, motor home, camper, camper shell, boat, or trailer parked or stored outside of a garage or carport on an unimproved surface or otherwise in violation of the Yuba City Municipal Code.
 - (2) Any inoperable vehicle, recreational vehicle, motor home, boat, or trailer parked or stored outside of

a garage or carport on a driveway, street, an unimproved surface or otherwise in violation of the Yuba City Municipal Code.

- (dd) *Visibility hazards.* The maintenance of property in such a manner as to cause a hazard to the public by obscuring the visibility of any public right-of-way, road intersection, pedestrian walkway, street sign, street light, or traffic signal.

(Ord. No. 010-20, § 2, 9-15-2020)

Sec. 4-8.102. - Weeds, vegetation, and rubbish.

No person, whether such person is the owner, agent, or person in control of any lot or parcel of land within the City, shall maintain, permit, or allow such premises, or adjoining public way, sidewalk, street and/or alley, to be maintained in any of the following conditions, which are declared to be a public nuisance. It is the duty of the property owner to destroy or remove all such prohibited materials.

- (a) *Refuge for vermin.* Dead, decayed, diseased or hazardous trees, weeds, grass, rubbish, refuse, dirt, debris, or any other matter or material which may provide a breeding place or refuge for rodents, insects, or other vermin.
- (b) *Vegetation near chimneys.* Dead vegetative growth overhanging a structure or any tree branch or other vegetative growth which extends within ten feet of the outlet of a chimney.
- (c) *Pollen.* Weeds which may produce pollen which is injurious to the health, safety, comfort, or welfare of the residents of the City.
- (d) *Fire hazard: fire hydrants.* Weeds, rubbish, refuse, dirt, debris, or any other matter or material which may become a fire or health hazard, or is within 36 inches of a fire hydrant.
- (e) *Overgrown vegetation.*
 - (1) Vegetative growth overhanging a public street by less than 14 feet in height or a public sidewalk by less than eight feet in height.
 - (2) Any overgrown vegetation, including but not limited to bushes, shrubs, trees, lawns, weeds and flowers.
- (f) *Other vegetation.* Any other vegetation or materials which, because of lack of maintenance, create conditions which may become a fire or health hazard, including weeds which are otherwise subject to abatement by law.
- (g) *Trees and shrubs.* Any tree or shrub causing damage to the public right-of-way including but not limited to streets, sidewalks, alleyways, greenways and landscape medians.

(Ord. No. 010-20, § 2, 9-15-2020)

Sec. 4-8.103. - Garbage.

- (a) *Public right-of-way.* No person shall place, or cause to be placed, upon any public way, street, or sidewalk, any refuse matter, garbage, or filth which is hazardous to public health or safety or which obstructs the free passage of such street or sidewalk for more than one hour at a time, except as may be permitted by the Yuba City Municipal Code.

(b) *Private property.* No person in control of any lot or parcel of land within the City, whether such person is the owner, agent, or tenant, shall maintain, permit, or allow any refuse matter, garbage, or filth which is hazardous to public health or safety to exist on such premises. Garbage shall be placed in approved containers.

(c) *Summary abatement.* The existence of one or more of these conditions shall be considered public nuisances subject to summary abatement and cost recovery as proscribed in this chapter.

(Ord. No. 010-20, § 2, 9-15-2020)

Sec. 4-8.104. - Vacant buildings: nuisance and abatement.

Vacant residential, commercial and industrial buildings and all yards surrounding the building must be maintained, actively monitored, and secured in accordance with the following standards or the property will be considered blighted and a nuisance subject to abatement pursuant to the procedures set forth in this chapter, and any other available enforcement mechanisms.

"Vacant building" means real property with one or more structures, whether residential, commercial, or industrial, that is/are unoccupied or occupied by unauthorized persons. In the case of a multi-unit structure or complex, "vacant" shall mean when any one unit is unoccupied or occupied by unauthorized persons.

For commercial and industrial properties, "acceptable landscaping" means that at least 50% of the non-paved portions of the exterior yards (those that are visible to the general public) shall be covered with live trees, shrubs, lawns, or other live plant materials and the remaining portion of the non-paved portions of the exterior yards shall be covered with live trees, shrubs, lawns, or other live plant materials or shall have decorative landscaping installed, so long as weed block is used where decorative landscaping is installed.

For residential properties, acceptable landscaping shall include any ground cover, decorative rock, redwood bark, lawn and/or other material determined to be acceptable or required by the City Manager or his/her designee.

(a) *Yard maintenance.* Maintain all yards in compliance with any applicable development permits, site plans, and landscape plans. If there are no applicable development permits, site plans, or landscape plans, maintain all interior yards (those that are not visible to the general public) in a safe condition, including keeping all plant materials controlled to avoid overgrowth; maintain all exterior yards (those that are visible to the general public), including park strips, with acceptable landscaping, installed and maintained in a trimmed, live and healthy condition.

"Park strip" means that portion of a street right-of-way which lies between the property line and the outside edge of a gutter or gutter lip, including a driveway approach. Where no curb exists, "park strip" shall mean the area of property from the property line to the edge of the pavement.

(b) *Building exterior.* Maintain the exterior of the building, including, but not limited to, paint and finishes, in good condition.

(c) *Broken windows.* Board up broken windows within 24 hours and replace broken windows within 72 hours, subject to the provisions of subsection (g) of this section.

(d) *Trash and debris.* Remove all trash and debris within 72 hours of their placement or abandonment on the property.

(e) *Compliance with laws.* Maintain the building in continuing compliance with all applicable State and local

codes and regulations and any applicable City issued permits.

- (f) *Prevention of criminal activity.* Take all reasonable steps necessary to prevent criminal activity on the premises, including, but not limited to, the use and sale of controlled substances, prostitution and criminal street gang activity.
- (g) *Secure property.* Secure the property, both structure and grounds, against trespassers, including maintaining all windows and doors with locks, replacing all broken doors or windows, and securing any other openings into the structure which are readily accessible to trespassers by boarding or such other means as shall be accepted by the City Manager or his/her designee. For purposes of securing the building and grounds, boarding up windows and doors and fully fencing the property shall be a disfavored technique and may only be used when it is determined by the City Manager or his/her designee that no other reasonable alternative exists. Properly maintained buildings and grounds should discourage trespassers. Alternative security measures are also available. When a building is boarded or the property fenced, the owner shall comply with standards established by the City Manager or his/her designee.
- (h) *Graffiti.* Remove all graffiti on the property within 48 hours of placement on the property.

(Ord. No. 010-20, § 2, 9-15-2020)

Sec. 4-8.105. - Vacant buildings: vacant building plan.

For vacant properties, the City Manager or his/her designee may issue an order to submit a vacant building plan to the property owner and require the payment of a fee as required under this section.

- (a) *Vacant building plan.* The vacant building plan shall include the following information and shall be submitted within 30 calendar days of service of the order:
 - (1) Name and address of person submitting the vacant building plan;
 - (2) Name and address of all property owners of the subject property;
 - (3) The name and address of a local agent, if the property owner(s) is/are not local, that the City Manager or his/her designee may contact related to enforcement of this article;
 - (4) The expected period of vacancy;
 - (5) A plan to make any buildings ready for occupancy that could not be legally occupied under State and local law at the time of submission of the plan;
 - (6) If required by the City Manager or his/her designee, a plan to either occupy, sell, lease, or demolish the building within 180 calendar days or such other time as determined reasonable by the City Manager or his/her designee under the circumstances;
 - (7) A plan for actively monitoring, maintaining and securing the property and otherwise complying with this article;
 - (8) A letter of written consent by the property owner(s) to the City Manager or his/her designee to allow City code enforcement inspectors to enter the property for inspections consistent to enforce the provisions of this article;
 - (9) Any other information required by the City Manager or his/her designee in rules and regulations

adopted by the City Manager or his/her designee under this article.

- (b) *Exception.* If the vacant building will be occupied within 30 calendar days of service of the notice, the owner may notify the City Manager or his/her designee in writing of this fact and the owner will be excused from submitting a vacant building plan.
- (c) *Vacant building plan fee.* When a property owner is ordered to submit a vacant building plan by the City Manager or his/her designee they shall also be required to pay a fee, not to exceed the costs of the City to monitor or inspect the building and to review and approve the vacant building plan. The City Manager or his/her designee shall have discretion to determine the number of inspections required to monitor the subject building upon submission of the plan, based upon the type and condition of the property, and the history of violations at the subject property. There shall be no charge for the initial vacant building plan. The amount of the fee for subsequent vacant building plans shall be established by City Council Resolution.
- (d) *Appeal.* An order to submit a vacant building plan and/or a decision by the City Manager or his/her designee rejecting a vacant building plan are appealable in accordance with the procedures set forth in this chapter except that both an order to submit a vacant building plan and a rejection of a vacant building plan must be appealed within 15 calendar days from service of the notice of the order or rejection.
- (e) *Approved plan.* A vacant building plan is enforceable immediately upon notice to the property owner of the approval of the vacant building plan until the City Manager or his/her designee releases the property from the approved vacant building plan. An approved plan shall be valid for no more than 180 calendar days from the date of its approval. If a plan expires after 180 calendar days and the City Manager or his/her designee has not yet released the property from the approved vacant building plan, the property owner is automatically required to seek approval of a new vacant building plan and pay a fee for that renewal as set forth in subsection (c) of this section.
- (f) *Noncompliance.* Failure by the property owner to submit a vacant building plan or comply with a vacant building plan that has been approved by the City Manager or his/her designee under this section or pay a fee as required under this section is a violation of the Yuba City Municipal Code, subject to the abatement and cost recovery procedures set forth in this chapter and any other available enforcement mechanisms.
- (g) *Transfer of vacant building.* The transferee of a vacant building is subject to the requirements of this chapter. The transferee may apply to the City Manager or his/her designee to be released from the requirements of the vacant building plan. It shall be in the City Manager's or his/her designee's discretion to grant such an application. The City Manager's or his/her designee's decision shall be final.
- (h) *Service.* Service of an order to submit a vacant building plan, notice of rejection, or approval of a vacant building plan shall be made on the property owner by personal service or first class mail. Where known, a copy may also be provided by email.

(Ord. No. 010-20, § 2, 9-15-2020)

Sec. 4-8.106. - Registration of vacant foreclosed properties.

[Reserved.]

Article 2. - Violations of the Yuba City Building Code

Sec. 4-8.201. - Building codes.

The Yuba City Building Code shall mean the current versions of the California Building, Fire, Plumbing, Mechanical, Electrical, Administrative, Energy Code, Green Code and related codes, as well as the Uniform Administrative Code, Uniform Code for the Abatement of Dangerous Buildings, and International Property Maintenance Code, as incorporated by reference in the Yuba City Municipal Code with local amendments, except that the procedures for abatement, conducting appeals, and cost recovery shall be those set forth in this chapter.

(Ord. No. 010-20, § 2, 9-15-2020)

Sec. 4-8.202. - Dangerous buildings.

The Uniform Code for the Abatement of Dangerous Buildings and California Health and Safety Code shall apply to the determination of whether a building is dangerous except that the procedures for abatement, conducting appeals, and cost recovery shall be those set forth in this chapter.

(Ord. No. 010-20, § 2, 9-15-2020)

Sec. 4-8.203. - Nuisances.

Violations of the Yuba City Building, California Health and Safety Code, Uniform Administrative Code, Dangerous Building Codes, and International Property Maintenance Code are considered public nuisances subject to abatement and cost recovery as proscribed in this chapter.

(Ord. No. 010-20, § 2, 9-15-2020)

Article 3. - Management of Real Property Violations

Sec. 4-8.301. - Findings, and purpose.

- (a) *Findings.* Just as the physical conditions of structures and properties within the City can constitute public nuisances, so too can the behavior of persons on properties within the City constitute public nuisances. The abatement of behavioral nuisances is as important to the City in its fight against blight, decay, deterioration and crime as is the abatement of other nuisances created by physical conditions.

The owners of real properties within the City are responsible for monitoring their properties and for taking appropriate action if a nuisance exists thereon, whether that nuisance be created by existing physical conditions or by nuisance creating behaviors, or the combination of conditions.

Many nuisances can be avoided with active property management. Lack of proper management of real property can create an environment which is conducive to behaviors which become a nuisance with repetition and lack of abatement and corrective measures.

If a property owner does not fulfill his or her responsibilities, it is necessary for the safety, health and welfare of the neighborhoods, and the City as a whole, that the City be able to undertake abatement action. The provisions of this article are necessary to protect the health, property, and integrity of this community.

Nothing in this article exempts property owners from compliance with Federal, State, or local laws, including, but not limited to, laws on housing, eviction, retaliatory conduct, discriminatory conduct, or invasion of privacy.

- (b) *Purpose.* The purpose of this article is to set forth the management of activities conducted and enforce minimum standards relating to or conditions on real property to protect the public health, safety and welfare; and to put in place remedies which will permit the City to take effective, efficient administrative or other legal action against property owners who permit or suffer nuisance creating behaviors or conditions to occur on their properties on a continuing basis, in order to compel such owners to abate the nuisance creating behaviors or conditions and control the environment, both physical and behavioral, on such real properties.

The provisions of this article are complimentary, cumulative, supplementary, and additional to any other legal remedies available, whether found in the Yuba City Municipal Code, State or Federal laws, regulations, or case law.

It is not the intent or purpose of this article to subject owners or managers to any legal liability resulting from a tenant's actions away from the owner's or manager's own property, unless it can be shown that the problem tenant is also creating a nuisance or committing a crime on the owner's or manager's property.

- (c) *Enforcement responsibility.* Enforcement of this article shall fall within the responsibility of the City Manager or his/her designee(s).

(Ord. No. 010-20, § 2, 9-15-2020)

Sec. 4-8.302. - Definitions.

- (a) *Department.* The Yuba City Police Department, Fire Department, Development Services Department, Planning Department, and/or Public Utilities Department.
- (b) *Response costs.* All actual and reasonable costs incurred by the Department(s) in responding to a nuisance, including, but not limited to, costs of personnel, including salaries and benefits, administrative overhead, costs of equipment and materials used in the response, and costs related to investigation of the underlying call for service. Response costs do not include costs covered by a user fee.

(Ord. No. 010-20, § 2, 9-15-2020)

Sec. 4-8.303. - Dual responsibility.

- (a) *Owners.* Every person or entity owning, possessing, or having charge or control of real property within the City is required to manage that property and control the environment thereon in a manner so as not to violate the provisions of this chapter, and the owner shall be liable for violations of the provisions of this chapter regardless of any contract or agreement with any third party regarding the property.
- (b) *Lessees.* Every occupant, lessee, or holder of any possessory interest in real property is required to:
 - (1) Comply with all laws applicable to the property;
 - (2) To supervise anyone utilizing, using, or occupying the property, with or without the consent of the owner,

consistent with this chapter; and

(3) To maintain the property in a manner so as not to violate the provisions of this chapter.

(Ord. No. 010-20, § 2, 9-15-2020)

Sec. 4-8.304. - Multiple response nuisances.

- (a) If a department of the City is required to respond to a violation(s) of the provisions of this chapter more than once in any 120 calendar day period, including a second response during the same day or night as the first response, the person or persons who own the property where the nuisance took place, except as provided below; the person or persons residing on or otherwise in control of the property where the nuisance took place; the person or persons who organized or sponsored the activity or event causing the nuisance; and all persons who engaged in any activity resulting in the public nuisance shall be jointly and severally liable for the violation(s), regardless of whether the City issues an administrative citation or initiates a code enforcement action. The multiple response shall apply to the same or similar nuisances occurring during the applicable time period.
- (b) It is a public nuisance and a violation of this Chapter for the person or persons who own the property, whether through their agent, lessee, sublessor, sublessee, or occupant of any premises in the City to permit, by their own acts or omissions, any of the following activities to repeatedly occur on the real property of the owner. "Repeated" shall mean more than one occurrence upon the real property in any 120 calendar day period.
 - (1) *Use and sale of controlled substances.* The illegal manufacturing, sale, use or possession of controlled substances or other illegal drugs and substances.
 - (2) *Coming and going for sales or use of controlled substances.* The gathering, or coming and going, of people who purchase or use controlled substances on the premises.
 - (3) *Prostitution.* The occurrence of prostitution.
 - (4) *Gang activities.* Unlawful activities of a criminal street gang as defined in Penal Code § 186.22.
 - (5) *Noise and unruly behavior.* Noise and unruly behavior as set forth within the Yuba City Municipal Code.
 - (6) *Firearms and weapons.* The unlawful discharging of a firearm or brandishing of a weapon by any person.
 - (7) *Graffiti and trash.* The presence of graffiti or other defacing words, letters, or drawings, or trash and debris on the property for a 48-hour period.
 - (8) *Abandoned and inoperable vehicles.* The presence of abandoned vehicles or improperly stored inoperative, wrecked, or dismantled vehicles on the property, occurring on any one or more properties of the same owner within the City of Yuba City.
 - (9) *Animal disturbances.* Animal disturbances, including but not limited to competitive fighting between animals.
 - (10) *Violent criminal acts.* Violent criminal acts, charged or not, including, but not limited to, rapes, assaults, battery, homicides, stabbings, and/or shootings.
 - (11) *Gaming activities.* Illegal gaming activities.
 - (12) *Stolen vehicles.* Maintenance, storage, and/or dismantling of any stolen vehicle upon the property.

Sec. 4-8.305. - Notice to property owner.

The City Manager, his/her designee, or the department(s) shall, within a reasonable period of time from the date of occurrence of any activity listed in Section 4-8.304, and/or any other provision of this chapter, notify the property owner of the unlawful activity. The notice shall include the location of the property, the name of the person(s) conducting the unlawful activity (if known and appropriate), a description of the illegal activity, suggested remedies and a warning of the enforcement of this article if the activity described is not abated within the time prescribed in the notice. The notice shall be served on the owner of the property, via regular mail, at the address listed on the latest tax assessment roll or as otherwise actually known to the City Manager.

The Notice shall be in substantially the following form:

[DATE OF NOTICE]

IMPORTANT NOTICE REGARDING PUBLIC NUISANCE

NOTICE IS HEREBY GIVEN THAT, pursuant to Yuba City Municipal Code, on _____, 20____, at _____ a.m./p.m., the _____ Department found that an activity or event occurred at the below-listed premises causing a public nuisance as follows: [short description of the nuisance and the applicable Yuba City Municipal Code section(s) violated].

ADDRESS:

WARNING

IF THE DEPARTMENT RESPONDS TO THE SAME OR SIMILAR TYPE OF NUISANCE WITHIN ONE HUNDRED TWENTY (120) DAYS OF THIS NOTICE, OR ANY ONE HUNDRED TWENTY (120) DAY PERIOD AFTER A FURTHER RESPONSE, INCLUDING BUT NOT LIMITED TO A RESPONSE LATER TODAY OR TONIGHT, THE COSTS OF THE RESPONSE WILL BE IMPOSED UPON:

1. ALL GUESTS CAUSING THE NUISANCE
2. ALL SPONSORS OF THE GATHERING
3. ALL RESIDENTS OF THE PREMISES
4. ALL PERSONS IN CONTROL OF THE PREMISES
5. ALL OWNERS OF THE PREMISES THAT RESIDE ON OR ADJACENT TO THE PREMISES, OR ARE PRESENT AT THE PREMISES WHEN THIS NOTICE IS FIRST POSTED

Property owners who do not reside on or adjacent to the above premises, and who are not present when this Notice is first posted, are also jointly and severally liable for the penalties or costs, if the next disturbance occurs after seven (7) calendar days following the mailing of this Notice to said owner.

THIS NOTICE MUST REMAIN POSTED ON THE PREMISES UNTIL ONE HUNDRED TWENTY (120) CONSECUTIVE CALENDAR DAYS HAVE ELAPSED WITH NO CALLS FOR SERVICE FOR THE NUISANCE, UNLESS THE PREMISES ARE REPOSTED. THERE IS A \$100 FINE FOR UNAUTHORIZED REMOVAL OF THIS NOTICE

[Name and Signature of Individual Issuing This Notice]

[Phone Number]

Date:

The notice shall remain posted for the entire 120 calendar day period and unless the premises are reposted, shall not be removed until 120 consecutive calendar days have elapsed without a call for service.

(Ord. No. 010-20, § 2, 9-15-2020)

Sec. 4-8.306. - Violations.

Violations of this article are subject to the abatement and cost recovery procedures as set forth in this chapter and any other available enforcement mechanisms.

Property owners who do not reside on or adjacent to the property, and who are not present when the notice is first posted, are jointly and severally liable for the penalties and/or abatement and enforcement costs, if the next disturbance occurs after seven calendar days following the mailing of the notice.

The residents, owners, and persons in control of such property shall be responsible for ensuring that such notice as provided within Section 4-8.305 is not removed or defaced and shall be liable for a civil penalty of \$100 in addition to any other penalties and costs which may be due under this chapter, if such notice is removed or defaced.

(Ord. No. 010-20, § 2, 9-15-2020)

Sec. 4-8.307. - Relocation costs.

If the City incurs any costs or expenses for relocating tenants resulting from the enforcement of this chapter, the owner shall be required to reimburse the City for all such costs and expenses.

(Ord. No. 010-20, § 2, 9-15-2020)

Article 4. - Additional Nuisance Related Activities

Sec. 4-8.401. - Obstructing public passageways.

It shall be unlawful for a person to stand or sit idly in or upon any street, alleyway or sidewalk in a manner that hinders or obstructs the passage of persons passing along the same, or stand in or at the entrance of or approach to any church, hall, theater, public place, or public assemblage in any manner to obstruct such entrance or approach.

(Ord. No. 010-20, § 2, 9-15-2020)

Sec. 4-8.402. - Breach of peace.

No person shall make in any public place, including but not limited to parks, greenways, landscaping medians, common city spaces, streets, sidewalks and/or alleyways, or suffer to be made on his/her premises or upon the premises under his/her control, any disorder or tumult to the disturbance of the public peace; and no person shall utter

in the presence of two or more persons lewd or obscene words or epithets or address to another any words, language, or expressions having a tendency to create a breach of the peace. "Disturbance" and "breach of the peace" mean causing an annoyance or engaging in disorderly conduct or interfering with the peace and order of a neighborhood, community, or meeting.

(Ord. No. 010-20, § 2, 9-15-2020)

Sec. 4-8.403. - Unruly behavior.

A gathering of five or more persons on any public or private property in a manner which constitutes a substantial disturbance of the quiet enjoyment of private or public property in a significant segment of a neighborhood, as a result of conduct constituting a violation of law shall be considered a nuisance subject to the abatement and cost recovery procedures set forth in this chapter and any other available enforcement mechanisms. Illustrative of such unlawful conduct is excessive noise or traffic, obstruction of public streets by crowds or vehicles, public drunkenness, the service of alcohol to minors, fights, disturbances of the peace, litter. In addition to the remedies provided for in this chapter, a gathering constituting a public nuisance may be abated by the City by all reasonable means including, but not limited to, an order requiring the gathering to be disbanded and citation and/or arrest of any law violators under any applicable local laws and State statutes.

(Ord. No. 010-20, § 2, 9-15-2020)

Sec. 4-8.404. - Interference with right of assembly.

No person, except with legal authorization or authority, shall disturb or interrupt any school procession, funeral or funeral procession, or any lawful procession, church service, or assembly of people.

(Ord. No. 010-20, § 2, 9-15-2020)

Sec. 4-8.405. - Public urination.

No person shall evacuate their bowels or bladder in any public place, or upon any private property, at a place not provided for that purpose.

(Ord. No. 010-20, § 2, 9-15-2020)

Sec. 4-8.406. - Swimming in ditches, canals or fountains.

No person shall bathe or swim in any ditch, canal or fountain within the City.

(Ord. No. 010-20, § 2, 9-15-2020)

Sec. 4-8.407. - Motor vehicle racing.

It is unlawful for any person to operate, conduct, maintain, promote, or participate or engage in any motor vehicle race within the City, unless such race is expressly allowed by City permit or occurs in a facility permitted for such activity. For the purposes of this section, "motor vehicle" shall mean any vehicle which is self-propelled and shall include

without limitation any automobile, racing car, motorcycle, or other self-propelled vehicle, whether or not the same is licensed by the State to operate on public streets. "Motor vehicle race" shall mean any race, speed, or other contest involving one or more motor vehicles or in which a motor vehicle is timed for operation over a measured distance.

(Ord. No. 010-20, § 2, 9-15-2020)

Sec. 4-8.408. - Criminal street gangs.

- (a) *Prohibited Acts.* It is unlawful for any person who is a member of a criminal street gang, as that term is defined in California Penal Code § 186.22(f), or who is in the company of or acting in concert with a member of a criminal street gang, to loiter or idle in a public place as defined in this section under any of the following circumstances:
- (1) With the intent to publicize a criminal street gang's control or dominance over certain territory in order to intimidate nonmembers of the gang from entering, remaining in, or using the public place or adjacent area.
 - (2) With the intent to conceal ongoing commerce in illegal drugs or other unlawful activity.
 - (3) In such a manner that would warrant a reasonable person to believe that the purpose or effect of that behavior is to enable the criminal street gang to establish control or dominance over the public place or adjacent area, to intimidate nonmembers of the gang from entering the public place or adjacent area, or to conceal unlawful activity.

- (b) *Public place.* For purposes of this section, a "public place" means the public way and any other location open to the public, whether publicly or privately owned, including but not limited to any street, sidewalk, avenue, highway, road, curb area, alley, park, playground or other public ground or public building, any common area of a school, hospital, apartment, office building, transport facility, shop, or privately owned place of business to which the public is invited, including any place of amusement, entertainment, or eating place.

"Any public place" also includes the front yard area, driveway and walkway of any private residence, business, or apartment.

- (c) *Powers of law enforcement officers not limited.* Nothing in this section shall be construed in any way to limit the power or right of a law enforcement officer to make any investigation, detention or arrest as such law enforcement officer would be permitted to make in absence of this section.
- (d) *Parental control.* Any parent(s), legal guardian(s), or other adult person(s) authorized by said parent(s) or guardian(s) to have the care and custody of a minor, who knowingly permits or by insufficient control allows a minor to violate the provisions of this chapter is guilty of a misdemeanor subject to the penalties set forth in this chapter and/or the Yuba City Municipal Code, including but not limited to Section 1-2.02.
- (e) *Penalties: Notice to disperse.* Any person who violates a provision of this section is guilty of a misdemeanor subject to the penalties set forth in this chapter and/or the Yuba City Municipal Code, including but not limited to Section 1-2.02. Minors shall be dealt with in accordance with the California Welfare and Institutions Code and in accordance with any policies and procedures established by the City for handling juvenile cases. Prior to arresting any person or issuing a citation for violating the provisions of this section, the officer shall give the person an opportunity to disperse or remove themselves from the area. If the person does not leave or returns to the area during the following eight hours, the person may be arrested or issued a citation.

The requirement in this section to provide notice to disperse shall in no way be construed to prohibit law enforcement officers from detaining and questioning persons suspected of violating this chapter before issuing the notice to disperse.

(Ord. No. 010-20, § 2, 9-15-2020)

Sec. 4-8.409. - Additional legal nuisances.

It shall be unlawful for any person to keep or maintain a public nuisance in the City. For the purposes of this section, public nuisances shall include but not be limited to any of the following:

- (a) *Attractive nuisance.* An attractive nuisance, defined as any condition, instrumentality or machine which is or may be unsafe or dangerous to children by reason of their inability to appreciate the peril therein, and which may reasonably be expected to attract children to the premises and risk injury by playing with, in, or on it, whether in a building or on the premises.
- (b) *Conditions declared a nuisance by City Council.* Any condition declared to be a public nuisance by the City Council.
- (c) *Civil Code Section 3480, Nuisance.* Acts constituting a public nuisance as defined by Civil Code § 3480.
- (d) *Depreciation of property value.* Maintenance of property in such condition of deterioration or disrepair that the same causes depreciation of the value of surrounding property or is materially detrimental to nearby properties and improvements.

(Ord. No. 010-20, § 2, 9-15-2020)

Sec. 4-8.410. - Violation(s) of the Yuba City Municipal Code.

Any violation(s) of the Yuba City Municipal Code shall be a public nuisances subject to provisions of this chapter.

(Ord. No. 010-20, § 2, 9-15-2020)

Sec. 4-8.411. - Violations of State of California or Sutter County Emergency Orders.

Any violation(s) of a State of California or Sutter County Emergency Order and/or Declaration shall constitute a public nuisances subject to provisions of this chapter.

(Ord. No. 010-20, § 2, 9-15-2020)

Sec. 4-8.412. - Dangerous buildings.

- (a) Whenever the required abatement is not commenced or completed within the time limits prescribed in a compliance order or administrative penalties and abatement order and a building is in such condition as to make it immediately dangerous to the life, limb, property, or safety of the public or its occupants, or if the City's Building Official determines that abatement of a building cannot be accomplished without making it immediately dangerous to life, limb, property, or safety of the public or its occupants, the Building Official shall order the building to be vacated pursuant to a notice to vacate.
- (b) Every notice to vacate ordered shall be served pursuant to the requirements of this chapter, and shall also be

posted at or upon each exit of the building or upon any individual unit to be vacated in substantially the following form:

DANGEROUS BUILDING

DO NOT ENTER

UNSAFE TO OCCUPY

You are hereby ordered and required to vacate this building/premises on or before _____.

The conditions that necessitate this order to vacate are as follows: _____. It is a misdemeanor pursuant to Yuba City Municipal Code Sections 4-8.412(d) and 4-8.503 to occupy this building on or after the above date or to remove or deface this notice.

Building Official

City of Yuba City

By _____.

- (c) Whenever a notice to vacate is posted, the enforcement officer shall specify in the notice and order to vacate the conditions that necessitate an immediate notice to vacate.
- (d) No person shall remain in or enter any building, structure, or premises that have been so posted, except that entry may be made to abate the property or building under permit without the consent of the Building Official. No person shall remove or deface any such notice after it is posted until the required abatement has been completed, and a certificate of occupancy issued pursuant to the provisions of the Yuba City Municipal Code, the Uniform Code for the Abatement of Dangerous Buildings, California Health and Safety Code, and the California Building Code, if necessary. Any person violating this subsection shall be guilty of a misdemeanor.
- (e) The Building Official may permit occupancy of the building or individual units if the owner corrects those problems which pose an immediate danger to life, limb, property, and safety of the public or occupants.
- (f) Whenever a notice to vacate has been posted and served in accordance with this subsection, the Building Official may order the immediate disconnection of any utility services determined to be hazardous by the Building Official. If the sewer service is ordered disconnected pursuant to this section, City water service to such building shall also be disconnected in order to prevent the accumulation of sewage on such premises. It is unlawful and a misdemeanor for any person to fail to disconnect utility services when ordered to do so pursuant to the provisions of this subsection.
- (g) Prior to issuing a notice to vacate, the Building Official shall obtain approval of the City Attorney or his or her representative.

(Ord. No. 010-20, § 2, 9-15-2020)

Article 5. - Nuisance Enforcement

Sec. 4-8.501. - Nuisance enforcement options.

Nuisances under this chapter may be enforced by one or more of the following nonexclusive remedies:

- (a) *Abatement*. Abatement and cost recovery proscribed in this chapter.
- (b) *Administrative citation*. Administrative citation proscribed in this chapter.
- (c) *Criminal complaint or citation*. Misdemeanor enforcement pursuant to Section 1-2.02 of Title 1 of the Yuba City Municipal Code and/or as proscribed in this chapter.
- (d) *Injunction*. Injunctive Relief.
- (e) *Receivership*. Receiverships pursuant to Health and Safety Code § 17980.7.
- (f) *Unlawful business practice*. Unlawful business practices pursuant to Business and Professions Code § 17200.
- (g) *Red light abatement*. Red Light Abatement Act as set forth in Penal Code § 11570.
- (h) *Drug abatement*. California Drug Abatement Act set forth in Health and Safety Code § 11570.
- (i) *State housing law*. State housing law as set forth in Health and Safety Code § 17910 et seq.
- (j) *Other*. Any other available remedy set forth in the Yuba City Municipal Code or State law.

(Ord. No. 010-20, § 2, 9-15-2020)

Sec. 4-8.502. - Violations new and separate offenses.

In addition to the penalties provided by this chapter, each such person shall be guilty of a new and separate offense for each and every day during any portion of which any violation of the provisions of this chapter, or the provisions of any chapter adopted by reference within the Yuba City Municipal Code is committed, continued, or permitted by such person and shall be punished accordingly.

In all cases where the same offense is made punishable or is created by different clauses or sections of the Yuba City Municipal Code, the City Attorney may elect under which to proceed.

(Ord. No. 010-20, § 2, 9-15-2020)

Sec. 4-8.503. - Criminal penalties.

Violations of the provisions of this chapter, or the provisions of any chapter adopted by reference within the Yuba City Municipal Code for conduct that is not otherwise considered lawful under State law, may be considered misdemeanors and are punishable by a fine of \$1,000 and/or six months incarceration within the Sutter County Jail. Each and every day, or portion thereof, a violation exists is a new and separate offense. The City may also pursue all applicable civil and administrative remedies, including but not limited to injunctive relief and administrative citations.

Should a court of competent jurisdiction subsequently determine that the criminal penalty provision renders the provisions of this chapter, or the provisions of any chapter adopted by reference within the Yuba City Municipal Code unlawful, the City intends that the misdemeanor provision be severable from the remaining penalty provisions and the City will only pursue non-criminal remedies for violations of this chapter.

(Ord. No. 010-20, § 2, 9-15-2020)

Sec. 4-8.504. - Administrative penalties.

- (a) The administrative citation penalty for all violations of this chapter, within a rolling 12-month period, deemed misdemeanors shall be as follows:
 - (1) First administrative citation: \$250 per violation;
 - (2) Second administrative citation: \$500 per violation;
 - (3) Third administrative citation: \$1,000 per violation; and
 - (4) One thousand dollars per violation for each subsequent administrative citation.
- (b) The administrative citation penalty for all violations of this chapter, within a rolling 12-month period, deemed infractions shall be as follows:
 - (1) First administrative citation: \$100 per violation;
 - (2) Second administrative citation: \$200 per violation;
 - (3) Third administrative citation: \$500 per violation; and
 - (4) Five hundred dollars per violation for each subsequent administrative citation.

(Ord. No. 010-20, § 2, 9-15-2020)

Sec. 4-8.505 - Notification of nuisance abatement.

- (a) *Notice.* Except when the City elects to enforce through another process, such as through an administrative citation process, whenever the City or such City official having enforcement authority determines that property within the City constitutes a public nuisance in violation of this chapter and seeks to abate the same, the enforcement official shall give written notice to the owner of the property and/or lessee of the property stating the violations with reference to the applicable code sections.
- (b) *Time to correct.* The notice shall set forth a reasonable time limit for correcting the violation(s) and may also set forth suggested methods of correcting the same. Reasonable time to correct shall be dependent on the type and severity of the violation. The reasonable time to correct may, at the sole discretion of the City or such City official having enforcement authority over the violation, be extended or shortened.
- (c) *Service of notice.* Notice shall be given either by personal service or by depositing the notice in the United States mail, postage prepaid, addressed to the property address of the residence. A copy may also be provided to the owner of such lot or parcel of land either by personal service or by depositing the notice in the United States mail, postage prepaid, to the name and address as it appears on the last available equalized assessment roll, supplemental roll of the County of Sutter. If no such address appears, then a copy of the notice may be mailed to the property address, and is presumed to be notice to the owner. In order for an absentee owner to be subject to the penalties and costs described in Article 7 of this chapter, notice must be provided by any method authorized by this subsection.

A copy of the notice may also be posted on the property in a conspicuous place. Where known, a copy may also be provided to the owner or occupant by email in the City's discretion. The failure of any person to receive the notice required by this section shall not affect the validity of any proceedings taken under this chapter.

The notice shall bear the date of personal service or mailing and shall be in substantially the following form:

NOTICE TO ABATE PROPERTY NUISANCE

Site Address:

Assessor Parcel Number:

Date:

Notice is hereby given that the above-described property is a public nuisance in violation of the following codes: [set forth applicable code(s)]. A nuisance exists because [describe the nuisance]. You must abate the nuisance within [set forth applicable days]. There will be no further notice.

If the nuisance is not removed within the required time, the nuisance may be abated by the City of Yuba City or a contractor hired by the City to remove the nuisance. The property owner will be billed for the cost of such abatement plus administrative fees. In addition, the property owner or other responsible party may be issued a citation and/or billed for the City's enforcement costs.

If you receive an invoice from the City for abatement, you will have fifteen (15) days from the issuance to pay the invoice. If you do not to pay the invoice within fifteen (15) days, the unpaid amount will be added to your property taxes as a special assessment against your property.

All persons having any objections to the proposed abatement may file an appeal in accordance with [identify code section]. The appeal must be in writing, filed with the City Clerk at 1201 Civic Center Blvd., Yuba City, California 95993, and received within [specify number of days] from the date of this Notice. The appeal must state the basis for the appeal with sufficient specificity so that the City Manager or Hearing Officer can understand the basis for the appeal and must include the name, address, and telephone number of the person filing the appeal. Failure to file a timely appeal will result in the City proceeding with the work required at your expense in a timely fashion without further notice or hearing.

If the nuisance condition(s) create an imminent danger to the public, the appeal may be considered after abatement of the nuisance.

DATED: this _____ day of _____, 20____.

[ENFORCEMENT OFFICIAL NAME AND TITLE]

CITY OF YUBA CITY, CALIFORNIA

(d) *Calendar days.* Unless otherwise specified, days as used in this article shall mean calendar days.

(Ord. No. 010-20, § 2, 9-15-2020)

Sec. 4-8.506. - Recording.

At the time the abatement notice is served, the enforcement official may file in the Office of the County Recorder a notice of pending administrative action and include a copy of the abatement notice. After the nuisance is abated and abatement costs have been paid, the enforcement official shall cause the recorded notice to be removed.

Article 6. - Nuisance Abatement and Administrative Citation Appeals

Sec. 4-8.601. - Appeals of nuisance abatement notices and actions.

The owner or any other person interested in the property, land, or lots affected by the abatement notice set forth in Section 4-8.505 may file an appeal with the City Clerk subject to the following procedures:

- (a) *Appeal in writing.* The appeal shall be in writing. The appeal shall state the basis for the appeal with sufficient specificity so that the hearing officer or City Manager can understand the basis for the appeal and shall include the name, address, and telephone number of the person filing the appeal.
- (b) *Time to appeal.* The appeal shall be received by the City Clerk within 15 calendar days from the date upon the notice. The time requirement for filing an appeal shall be deemed jurisdictional and may not be waived.
- (c) *Dismissal of appeal.* Appeals not timely filed or not setting forth the basis for the appeal are defective and shall be dismissed.
- (d) *Hearing officer.* Appeals shall be heard by a hearing officer appointed by the City Manager or the City Manager.
- (e) *Timing of appeal and abatement.* The hearing on an appeal from an abatement notice shall be held prior to the abatement except in those circumstances where the enforcement official has determined that the nuisance condition(s) present an immediate danger to the public health and safety, including, but not limited to, hazardous materials, or where the time of year increases the potential for a fire. In those circumstances the appeal hearing may be held after the abatement.

Sec. 4-8.602. - Procedures for conducting an appeal.

- (a) *Scheduling of hearing.* The City Clerk shall schedule a hearing before the hearing officer or City Manager no sooner than ten calendar days and not more than 60 calendar days from the date the appeal was filed with the City Clerk.
- (b) *Notice of hearing.* Written notice of the date, time and place of the hearing shall be given at least ten calendar days prior to the date of the hearing to the appellant either by causing a copy of such notice to be delivered to the appellant personally or by mailing a copy thereof, postage prepaid, addressed to the appellant at the appellant's address shown on the appeal, or, if no address is provided on the appeal, at the address to which the official's decision was previously sent. Where known, a copy may also be provided by email. The failure of any person to receive such notice shall not affect the validity of any proceedings taken under this chapter. Service by normal delivery mail in the manner described above shall become effective on the date of mailing.
- (c) *Scope of hearing and burden of proof.* At the date, time and place stated in the notice, the hearing officer or City Manager shall hear and consider all relevant evidence, objections or protests, and shall receive

testimony from the appellant, the enforcement official and his/her designees, and interested persons relative to the issues of the hearing. Except where otherwise provided by the governing code or statute, the burden of proof and production of evidence shall be with the City and the burden of proof shall be preponderance of the evidence. Preponderance of the evidence means the burden of proof is met if there is a greater than 50% chance that, based on all the reasonable evidence shown, the City's claims are true and appellant did in fact commit the violation(s). The City meets its burden of proof by presenting physical and testimonial evidence to prove their case and the proposition that it is more likely to be true than not true that appellant committed the violation(s).

(d) *Hearing procedures.* The hearing shall be conducted in accordance with the following procedures:

- (1) All hearings shall be recorded. Any party may, at their sole expense, have the hearing transcribed by a certified shorthand reporter.
- (2) Hearings need not be conducted according to the technical rules of evidence.
- (3) Any relevant evidence shall be admitted if it is of the type of evidence in which reasonable persons are accustomed to rely on the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions in courts of competent jurisdiction in this State.
- (4) Oral evidence shall be taken only on oath or affirmation. The hearing officer or the City Manager shall have the power to administer oaths.
- (5) Irrelevant and unduly repetitious evidence shall be excluded.
- (6) Each party shall have the right to:

- | | | | | | | |
|---|---|--|---|-----------------------------|---|--|
| (i) Call and examine witnesses on any matter relevant to the issues of the hearing; | (ii) Introduce documentary and physical evidence; | (iii) Cross-examine opposing witnesses on any matter relevant to the issues of the hearing, subject to the control of the hearing officer or the City Manager, including the imposition of reasonable alternatives to cross-examination; | (iv) Impeach any witness regardless of which party first called the witness to testify; | (v) Rebut the evidence; and | (vi) Be represented by anyone who is lawfully permitted to do so. | (7) The hearing officer or the City Manager may take official notice, either during the hearing or after submission of the matter for decision, of any fact which may be judicially noticed by the courts of this State or of official |
|---|---|--|---|-----------------------------|---|--|

records,
regulations,
rules, and
decisions of
State and local
agencies,
boards and
departments
and of City
ordinances. In
addition, the
hearing officer
or the City
Manager may
take official
notice of
matters in its
own files and
of prior
proceedings
under this
chapter
involving the
same issues. If
applicable, the
hearing officer
or the City
Manager may
also take
official notice
of any
generally
accepted
technical or
scientific
matter within
their
expertise. The
parties
present at the
hearing shall

be informed of
the matters to
be noticed,
and those
matters
should be
noted in the
record,
referred to
therein, or
appended
thereto. Any
such party
shall be given
a reasonable
opportunity
on request to
refute the
officially
noticed
matters by
evidence or by
written or oral
presentation
of authority.

- (e) *Orders and subpoenas.* Upon a showing of good cause, relevance to the proceedings, that there is no reasonable alternative means of gathering the information, and that the requesting party is not engaged in a fishing expedition, the hearing officer may do the following:
- (1) At the request of either the City or the appellant, issue orders for attendance of witnesses at the hearing, or production of documents on a date certain. In no event shall the date for the production of documents be less than ten calendar days after the date the order was issued. Failure by a party to comply with an order of attendance or production may be considered a violation of this Code and, at the petition of a party, the hearing officer may impose a civil fine of up to \$100 at the time of the hearing and may take such failure into consideration in making his or her determination of the hearing.
 - (2) At the request of either the City or the appellant, direct the City Clerk, on behalf of the City, to issue subpoenas for attendance of witnesses at the hearing or production of documents on a date certain. In no event shall the date for production of documents be less than ten calendar days from the date the subpoena was issued. Disobedience of such subpoena or the refusal to testify, upon other than constitutional grounds, shall constitute a misdemeanor.
- (f) *Inspections.* Inspect the premises involved in the hearing at any time prior to a decision, to investigate or confirm the existence of the violation(s) or conditions which are on appeal; provided, that: consent is granted

by a person with the lawful right to grant consent or an inspection warrant is obtained; reasonable notice of such inspection is given to the owner before the inspection is made; the parties are given an opportunity to be present during the inspection; the hearing officer or the City Manager shall place in the record the material facts and the conclusions drawn from the inspection either orally at the time of the hearing or in writing after the hearing; and each party then shall have a right to rebut or explain the matters so stated by the hearing officer for the record either at the hearing or by filing a written statement within ten calendar days after the hearing.

- (g) *Continuance of hearing.* The hearing officer or the City Manager may provide for reasonable continuances of the hearing, on its own initiative or at the request of a party, as necessary to properly conduct the appeal.
- (h) *Decision.* At the conclusion of the hearing, the hearing officer or the City Manager shall deliberate and reach a decision within 15 calendar days. The decision and the reason(s) for the decision shall be reduced to writing. The hearing officer or the City Manager may affirm, reverse, modify, or set aside the abatement order, suspension or revocation of a permit or license, citation, decision or order issued pursuant to this Code as the facts and law warrant, subject to the following limitations:
 - (1) The hearing officer shall not have authority to waive any requirements of the Yuba City Municipal Code or any state law.
 - (2) Nothing in these procedures shall be deemed to authorize the hearing officer or the City Manager to deviate from unambiguous provisions of the governing code or statute, or well established interpretations of the same, based upon expert opinions or other reliable evidence.
- (i) *Service and filing of decision.* A copy of the decision shall be sent by mail or otherwise to the appellant. Where known, a copy may also be provided by email.
- (j) *Finality of decision.* The decision of the hearing officer or the City Manager shall be final with no further administrative appeals. Unless the governing ordinance or statute provides otherwise, if the appellant seeks further relief, the appellant shall file a petition for writ of mandate in superior court, pursuant to Code of Civil Procedure §§ 1094.5 and 1094.6, within 90 calendar days of the date of the decision.

(Ord. No. 010-20, § 2, 9-15-2020)

Sec. 4-8.603. - Abatement procedures.

- (a) *Abatement with no appeal.* Where no appeal has been timely filed, and the nuisance condition(s) have not been abated as directed by the abatement notice, the enforcement official shall thereupon cause the same to be removed and may enter upon private property, in compliance with state and/or federal law, for the purpose of so doing.
- (b) *Abatement after appeal.* Where an appeal has been timely filed and the hearing officer or the City Manager has finally determined that removal or abatement shall be required, and the nuisance condition(s) have not been removed as directed by the hearing officer or the City Manager, the enforcement official shall thereupon cause the same to be removed and may enter upon private property for the purpose of so doing.
- (c) *Property owner abatement.* At any time prior to the actual abatement, any property owner may remove nuisance condition(s) at his/her own expense.

(Ord. No. 010-20, § 2, 9-15-2020)

Sec. 4-8.604. - Method of abatement by the city.

City abatement of the nuisance may be performed by contract or by City crews. When the abatement is performed by contract, the contractor shall keep an account of the cost of the abatement on each separate parcel of land where work is performed, including adjoining sidewalk and street/alley areas, and shall submit an itemized written report showing such cost to the enforcement official for verification. When the abatement work is performed by City crews, the City shall keep an account of the cost of the abatement on each separate parcel of land where work is performed, including adjoining sidewalk and street/alley areas, and shall submit an itemized report showing such cost to the enforcement official for verification.

(Ord. No. 010-20, § 2, 9-15-2020)

Sec. 4-8.605. - Costs of abatement.

The City may recover its abatement and enforcement costs in accordance with this chapter.

(Ord. No. 010-20, § 2, 9-15-2020)

Sec. 4-8.606. - Administrative citation appeals.

The purpose of this section is to provide for a uniform and consistent procedure for the conduct of administrative hearings that are not part of a property nuisance abatement action. This section is also designed to identify the appeal and hearing procedures to be followed where procedures are not otherwise identified in the governing code, statute, rule, or regulation, or where there is a reference to following the procedures in this section, whether expressly or by implication.

- (a) *Standing*. Only the person issued an administrative citation sought to be appealed from has standing and a right to appeal under this article. A notice of appeal that fails to allege standing may be rejected as defective.
- (b) *Time to appeal*. The appeal shall be received by the City Clerk within 15 calendar days after the service of the administrative citation appealed from. The time requirement for filing an appeal shall be deemed jurisdictional and may not be waived.
- (c) *Notice of appeal*. A notice of appeal shall contain the following:
 - (1) The name, address, and telephone numbers of the appellant;
 - (2) A brief description of the administrative citation being appealed;
 - (3) A statement of the relief sought;
 - (4) The reasons why such relief should be granted;
 - (5) A statement of the appellant, "under penalty of perjury," that the facts stated in the appeal are true of the appellant's own knowledge, except as to matters which are not within the appellant's knowledge and are not of public record, and as to those matters that the appellant believes the facts stated to be true.
- (d) *Amended appeal*. Upon a showing of good cause, the City Manager or his/her designee, may, in his/her discretion, permit the filing of an amended appeal, after 15 calendar days, in which case the appeal shall

be considered in the same manner as if it had been timely filed.

- (e) *Deficient appeal.* If, in the opinion of the City Clerk, the appeal or an amended appeal fails to comply substantially with the requirements of this section, the City Clerk may give written notice of such insufficiency to the appellant at any time within 15 calendar days after the appeal is presented, stating with particularity the defects or omissions therein. Failure of the appellant to file an amended appeal within 15 calendar days of the date of service of such notice of insufficiency shall constitute a waiver of the appeal. Failure of the City Clerk to give notice of any insufficiency within 15 calendar days shall result in the appeal being heard on its merits, without regard to any insufficiency.
- (f) *Procedures for conducting the appeal.* Upon receipt of an appeal, or if notice of insufficiency is given in accordance with this section, upon receipt of an amended appeal within the time specified, the City Manager or his/her designee shall appoint a hearing officer or the City Manager may hear the appeal and the procedures set forth in Section 4-8.602 shall apply to the conduct of the appeal.

(Ord. No. 010-20, § 2, 9-15-2020)

Sec. 4-8.607. - Supplemental rules and regulations.

The City Manager may adopt written rules, regulations, policies and procedures that are consistent with the intent or provisions of this chapter, as may be necessary or desirable to aid in the administration or enforcement of the provisions of the Yuba City Municipal Code.

(Ord. No. 010-20, § 2, 9-15-2020)

Article 7. - Cost Recovery and Penalties

Sec. 4-8.701. - Findings and purpose.

The Council finds that substantial public resources are spent each year to enforce the Yuba City Municipal Code and State laws, as well as Federal and County laws that may fall within the jurisdiction of the City, enacted to protect the public health, safety and welfare. The Council finds that the responsibility of these costs should be properly placed on those persons responsible for violating the Yuba City Municipal Code or Federal, State and County laws and/or causing public nuisances. The Council further finds that the recovery of costs incurred by the City to enforce these laws and to collect penalties issued to those persons causing public nuisances and/or violating these laws is important in deterring future violations and maintaining the integrity of the City's code enforcement system. The purpose of this article is to provide a means for the City of Yuba City under its police power authority and other applicable law to recover these costs and penalties from those persons responsible for creating, causing, committing or maintaining a public nuisance or Yuba City Municipal Code or other law violation.

(Ord. No. 010-20, § 2, 9-15-2020)

Sec. 4-8.702. - Definitions.

Unless the particular provision or the context otherwise requires, the definitions and provisions contained in this section shall govern the construction, meaning, and application of words and phrases used in this article.

- (a) *Abatement costs.* The actual and reasonable costs incurred by the City to abate a public nuisance. These costs include all direct and indirect costs to the City that result from the total abatement action, including, but not limited to, investigation costs, costs to enforce the Municipal Code and any applicable Federal, State or County law, clerical and administrative costs to process paperwork, costs incurred to provide notices and prepare for and conduct administrative appeal hearings, and costs to conduct actual abatement of the nuisance. Costs include staff costs, administrative overhead, costs for equipment, such as cameras and vehicles, staff time to hire a contractor, reasonable attorneys' fees incurred by the City. Costs also include those incurred in seeking cost recovery. A schedule of costs may be established in the Master Administrative Fee Schedule.

At any administrative hearing, judicial action or special proceeding where the City elects to recover attorneys' fees in connection with an abatement action, the prevailing party shall be awarded attorneys' fees not to exceed the amount of reasonable attorneys' fees incurred in the action, hearing or proceeding.

- (b) *Bona fide encumbrancer.* A person who (i) receives a lien or encumbrance on the subject property after the City incurs abatement costs or enforcement costs and (ii) at the time he or she acquired the interest did not have actual or constructive knowledge of the City's interest in the property.
- (c) *Bona fide purchaser.* A person who (i) purchases any portion of the subject property after the City incurs abatement costs or enforcement costs and (ii) at the time he or she acquired his or her portion of the subject property did not have actual or constructive knowledge of the City's interest in the property.
- (d) *Enforcement costs.* All actual and reasonable costs incurred by the City to enforce compliance with the Municipal Code and any applicable Federal, State, County or City public health and safety law that are not included within abatement costs. These costs include, but are not limited to, actual cost of the enforcing department services including, but not limited to, costs of personnel, including costs of worker's compensation benefits, fringe benefits, administrative overhead, costs of equipment, costs of materials, costs related to investigations pursuant to the Municipal Code or Federal, State or County law, costs related to issuing and defending administrative or court citations, costs incurred investigating and abating violations of the Municipal Code or Federal, State or County law violations, and reasonable attorneys' fees. Enforcement costs include multiple response and similar costs as permitted by this chapter. Costs also include those incurred in seeking cost recovery.
- (e) *Enforcing department.* The departments or divisions of the City that directed and are responsible for the enforcement of the Yuba City Municipal Code or applicable Federal, State or County law or the abatement of a public nuisance.
- (f) *Noticed party.* The person or entity that is required to be noticed in the underlying abatement or enforcement action in which costs were incurred, but in all cases must include the record owner(s) of the property for property related violations. A "noticed party" should be notified for purposes of cost or penalty recovery in the same manner as they were required to be noticed, either by the Municipal Code or applicable Federal, State or County law, in the abatement or enforcement action which resulted in the incurring of costs or penalties sought to be recovered under this article.
- (g) *Penalties.* Fines imposed by administrative citations issued pursuant to the Yuba City Municipal Code or other penalties specifically identified in the Yuba City Municipal Code or permit relating to a specific use. Penalties for purposes of this article do not include criminal fines.

- (h) *Public nuisance.* A public nuisance as declared or defined in this chapter or any other provision of the Yuba City Municipal Code.
- (i) *Record owner.* The person to whom land is assessed as shown on the last available equalized assessment roll, supplemental roll of the County of Sutter, or as otherwise known to the enforcement official or his/her designee by virtue of more recent or reliable information.
- (j) *Responsible party.* A person or entity identified by the Yuba City Municipal Code or law as responsible for creating, causing, committing, or maintaining the violation(s) of the Yuba City Municipal Code or law and/or responsible for the abatement of a Yuba City Municipal Code or law violation(s), including public nuisance, as defined in this chapter.
- (k) *Subject property.* The real property that is the subject of any enforcement or abatement action by the city for which the city incurred costs sought to be recovered under this article.

(Ord. No. 010-20, § 2, 9-15-2020)

Sec. 4-8.703. - Nuisance abatement and enforcement costs and penalties.

- (a) *Special assessment and lien or personal obligation.* The cost of abating a public nuisance and/or enforcing this chapter or applicable Federal, State or County law shall either be a special assessment and lien on the subject property or the personal obligation of the owner of the subject property and/or the person responsible for creating, causing, committing or maintaining the public nuisance or violating this chapter or Federal, State or County law. If there is more than one responsible party, each responsible party shall be jointly and severally liable for the costs. Costs incurred by the City are recoverable even if a public nuisance, Yuba City Municipal Code, or other law violation is corrected by the property owner or other responsible party.
- (b) *Applicability.* This article shall govern the procedures used to recover all abatement and enforcement costs incurred by the City in the abatement of a public nuisance or violation of this chapter and/or the enforcement of this chapter or other law pursuant to the procedures and authority found in the Yuba City Municipal Code. Additionally, this article shall govern the procedures used to recover administrative penalties and costs as well as multiple response costs imposed pursuant to the procedures and authority found in the Yuba City Municipal Code.
- (c) *Cumulative remedies.* The remedies provided in this article shall be cumulative to any other provided in the Yuba City Municipal Code or by law.
- (d) *Payment plan.* Nothing in this article shall prevent the city at any time from accepting payment for unpaid costs or penalties in whole or by way of a payment plan.

(Ord. No. 010-20, § 2, 9-15-2020)

Sec. 4-8.704. - Invoice of costs.

- (a) *Invoice.* The invoice shall notify the noticed party of the following:
 - (1) A description of the abatement or enforcement action taken by the City, where applicable a description of the property subject to the abatement or enforcement, and the total amount of the costs incurred by the City. The requirements of this subsection may be met by providing the noticed party with a copy of the

report required by subsection (a) of this section.

- (2) That should the noticed party fail to pay the costs within 30 calendar days from the date of service of the invoice the costs may be collected in any or all of the following ways: by a collection agency as a personal obligation, by the City Attorney's Office through judicial action, or as a special assessment and lien attached to the subject property.
- (3) That the noticed party has a right to administrative review of the accounting of the costs incurred by the City by filing a written request for such review with the City Clerk within 15 calendar days of the date of the invoice, and that a failure to request administrative review will be deemed a waiver of a right to review of the amount of the costs.
- (4) That before a special assessment is placed on the subject property, the costs will be confirmed by the City Council and a notice will be issued at least 15 calendar days before the Council meeting.
- (5) That the invoice may be recorded as a notice of costs or penalties in the Sutter County Recorder's Office.
- (b) *Recording.* The enforcing department may record the invoice as a Notice of Costs or Penalties in the Sutter County Recorder's Office. Once payment is received for the outstanding costs and/or penalties, or any reduction of costs following administrative review, and no further action will be taken under this article, the enforcing department shall record a Notice of Satisfaction.

(Ord. No. 010-20, § 2, 9-15-2020)

Sec. 4-8.705. - Administrative review of costs.

- (a) *Right to administrative review.* A noticed party shall have the right to administrative review of the invoiced costs incurred by the City by filing a written request for such review with the City Clerk within 15 calendar days of the date of the invoice. A failure to timely request administrative review will be deemed a waiver of a right to review of the amount of the costs.
- (b) *Procedures for administrative review.* If a request for administrative review is timely filed, the City Clerk shall deliver a copy of the invoice of costs incurred by the City and request for administrative review to the City Manager or his/her designee, which may include the appointment of a hearing officer, who shall set a date and time to review the invoice of costs with the requesting party. The administrative review shall be an informal proceeding where the enforcement department and requesting party may present any evidence they deem pertinent to the amount of the costs. The scope of review shall be limited to the amount of the costs.
- (c) *Decision.* The City Manager or his/her designee may affirm or reduce the costs if he/she determines that they are not supported by the evidence or upon a showing that the costs were unnecessary or unreasonable. The City Manager or his/her designee will not pass upon the validity of the underlying enforcement action or the amount of any penalties. The decision shall be memorialized in writing. The City Manager or his/her designee may approve a payment plan for the costs.
- (d) *Time for payment.* The requesting party shall have 30 calendar days from the date of the decision to pay the costs, unless a payment plan is approved, in which case the costs shall be paid in accordance with the payment plan.
- (e) *Prior hearing.* There is no right to administrative review if the costs have already been approved by a court of

competent jurisdiction. There is no right to administrative review to confirm costs under this section if they have been previously upheld in an abatement or other administrative hearing held under the Yuba City Municipal Code.

(Ord. No. 010-20, § 2, 9-15-2020)

Sec. 4-8.706. - Recovery of penalties.

Administrative penalties unpaid after the required time set forth in the Municipal Code, or within 15 calendar days from the final decision after an appeal, may be collected in the manner set forth in this article except the City is not required to send an invoice under Section 4-8.704. Interest shall accrue at a rate of ten percent per year on unpaid penalties until paid. Penalties and interest may only be made a lien or special assessment upon a subject property when the record owner of the property was issued and properly noticed with the citation or other basis for the penalty.

(Ord. No. 010-20, § 2, 9-15-2020)

Sec. 4-8.707. - Recovery of nuisance abatement and enforcement costs.

Abatement and enforcement costs unpaid after the required time set forth in this chapter may be collected in the matter set forth in this article. To collect costs under these procedures, the City must send an invoice under Section 4-8.704. Interest shall accrue at a rate of ten percent per year on unpaid costs until paid.

(Ord. No. 010-20, § 2, 9-15-2020)

Sec. 4-8.708. - Personal obligation.

Any costs or penalties subject to collection under this chapter may be recovered as a personal obligation against the responsible party and may be referred to a collection agency or the City Attorney's Office for collection. Upon referral of these costs and obligations, the collection agency and the City Attorney's Office may seek collection through any legal means provided to them, including judicial action. Nothing in this section shall be affected by or affect the City's use of any other procedure provided in this article or by law to collect unpaid costs and penalties. In a judicial action to recover abatement costs, the City Attorney's Office may elect to recover attorneys' fees. In any action in which the City Attorney's Office elects to recover attorneys' fees under this section, attorneys' fees will be recovered by the prevailing party.

(Ord. No. 010-20, § 2, 9-15-2020)

Sec. 4-8.709. - Special assessment and lien.

- (a) *Collection.* Unpaid penalties, abatement costs, and enforcement costs that relate to a property related violation may be confirmed by the City Council as a special assessment and collected with property taxes or as a judgment lien.
- (b) *Notice.* Notice of a public meeting to confirm the penalties and/or costs shall be provided to all noticed parties by the enforcing department or City Clerk at least 15 calendar days before the meeting. The notice shall:
 - (1) Contain a description of the subject property sufficient to enable the person(s) served to identify it;

- (2) Shall state that the City intends to collect unpaid costs or penalties by placing a lien or a special assessment subject property;
 - (3) Shall specify the day, hour and place where the Council will hear and pass upon the penalties and/or costs;
 - (4) Shall specify that the property may, in some cases, be sold after three years by the Tax Collector pursuant to Revenue and Tax Code § 3691 for unpaid delinquent assessments or be subject to judicial foreclosure before the three years; and
 - (5) Shall specify that any noticed party may appear at the Council meeting and present objections to the lien or assessment.
- (c) *Service of notice.* Notice shall be given either by personal service or by depositing the notice in the United States mail, postage prepaid, addressed to the owner of such lot or parcel of land and/or lessee as it appears on the last available equalized assessment roll, supplemental roll of the County of Sutter, or as otherwise known to the City by virtue of more recent or reliable information. If no address appears or is known to the City, then a copy of the notice may be mailed to the property address. A copy of the notice may also be posted on the property in a conspicuous place. Where known, a copy may also be provided by email. The failure of any person to receive the notice required by this section shall not affect the validity of any proceedings taken under this chapter.
- (d) *Confirmation by City Council.* During the City Council meeting the Council may adopt a resolution confirming the amount of the penalties and costs, or any lesser amount, based upon staff reports and any public comments received during the meeting. The City Council shall take into consideration whether any noticed party sought administrative review of the costs and shall only reduce the costs if:
- (1) The noticed party sought administrative review, and
 - (2) The decision of the City Manager or his/her designee is not supported by substantial evidence in the record. The basis for the code enforcement action will not be the subject of the City Council's consideration.

Where the costs have already been approved by a court of competent jurisdiction or the penalties have been previously upheld in an abatement or other administrative hearing held under the Yuba City Municipal Code, the City Council shall simply confirm the costs or penalties.

The City Council may confirm the costs for more than one property in a single resolution. If the City Council confirms the costs, the procedures set forth in this section may be utilized.

- (e) *Time to contest confirmed special assessment or lien.* The validity of any special assessment or lien levied under the provisions of this section shall not be contested in any action or proceeding unless such action or proceeding is commenced within 30 calendar days after the special assessment is confirmed by the City Council.
- (f) *Recording.* Immediately upon the City Council's confirmation of costs or penalties, the City Clerk shall record a Notice of Special Assessment and Lien in the Office of the County Recorder, which shall constitute a lien on that property for the amount of the assessment, except that if any real property to which the lien would attach has been transferred or conveyed to a bona fide purchaser for value, or if a lien of a bona fide encumbrancer for value has been created and attaches thereon, prior to the date on which the first

installment of taxes that included the special assessment imposed under this section would become delinquent, then the lien that would otherwise be imposed by this section shall not attach to real property and the costs of abatement and enforcement relating to the property shall be transferred to the unsecured roll for collection.

- (g) *Form of notice of special assessment and lien.* The notice of special assessment and lien for recordation shall be in the form substantially as follows:

NOTICE OF SPECIAL ASSESSMENT AND LIEN

(Claim of the City of Yuba City)

Under authority vested by provision of Chapter __, Article __, of the Yuba City Municipal Code, the City of Yuba City did on or about the __ day of ____, 20__, assess [describe penalties, abatement costs, enforcement costs] on the real property hereinafter described; and the same has not been paid nor any part thereof and the City of Yuba City does hereby claim a lien for such [penalties, abatement costs, and enforcement costs] to wit: the sum of ____ dollars, plus legal rate of interest to be accrued from the date of recording this lien, and any and all administrative costs to file and record the lien. The same shall be a lien upon the real property until it has been paid in full and discharged of record.

The real property hereinafter mentioned, upon which a lien is claimed, is that certain parcel of land in the City of Yuba City, County of Sutter, State of California, more particularly described as follows:

DATED: this __ day of ____, 20__

____ City of Yuba City

(Job Title)

- (h) *Collection with taxes.* After confirmation and recordation, a copy may be turned over to the Sutter County Tax Collector. At that point, it will be the duty of the Tax Collector to add the amounts of the respective assessments to the next regular tax bills levied against the lots and parcels of land for municipal purposes. Those amounts shall be collected at the same time and in the same manner as ordinary municipal taxes are collected, and shall be subject to the same penalties and procedures and sale in the cases of delinquency as provided for with ordinary municipal taxes.
- (i) *Foreclosure.* After confirmation and recording, the lien may also be foreclosed by judicial or other sale in the manner and means provided by law. The City may recover from the record property owners any costs incurred regarding a foreclosure action.
- (j) *Priority.* A special assessment and lien imposed under this article shall have the priority of a tax lien, unless prohibited by State law, in which case the special assessment and lien shall have the priority of a judgment lien.
- (k) *Release of lien.* Once payment in full is received for the special assessment and lien, including applicable penalties, administrative fees and interest charges; or the amount is deemed satisfied pursuant to a subsequent administrative or judicial order; or the City has entered into some other arrangement with the

property owner for satisfaction of the assessment; the enforcing department shall either record a Notice of Satisfaction or provide the property owner or financial institution with the Notice of Satisfaction so they can record the Notice with the Sutter County Recorder's Office.

- (l) *Refund.* The City Council may order a refund of all or part of a tax paid pursuant to this article if it finds that all or part of the tax has been erroneously levied. A tax or part thereof shall not be refunded unless a claim is filed with the City Clerk in accordance with the City's claim filing requirements, and in no event later than November 1 after the tax became due and payable. The claim shall be verified by the person who paid the tax, or his/her guardian, executor or administrator.

(Ord. No. 010-20, § 2, 9-15-2020)

Article 8. - Judicial Review and Severability

Sec. 4-8.901. - Judicial review.

Judicial review of a decision made under this chapter may be had by filing a petition for a writ of mandate with the superior court in accordance with the provisions of the California Code of Civil Procedure § 1094.5. Any such petition shall be filed within 90 calendar days after the day the decision becomes final as provided in California Code of Civil Procedure § 1094.6, which shall be applicable for such actions.

(Ord. No. 010-20, § 2, 9-15-2020)

Sec. 4-8.902. - 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.

(Ord. No. 010-20, § 2, 9-15-2020)

CITY OF YUBA CITY
STAFF REPORT

Date: July 18, 2023
To: Honorable Mayor & Members of the City Council;
From: Public Works Department
Presentation By: Joshua Wolffe, Associate Engineer

Summary

Subject: Plumas Street Improvements - Water Tower Painting and Lighting (Award Construction Contract)

Recommendation: Adopt a Resolution which awards a Standard Agreement to Yesco Signs, LLC of Salt Lake City, UT for the re-painting, logo installation and lighting retrofit services on the Plumas Street water tower in the amount of their total bid of \$390,875.37

Fiscal Impact: \$429,962.91 – CIP Account No. 1268 (Plumas Water Tower Maintenance)

\$429,962.91 – Total Painting and Lighting Cost
\$390,875.37 – Construction Amount
\$ 39,087.54 – 10% Contingency

Purpose:

To award a construction contract to complete the Plumas Street water tower portion of the Plumas Street Improvements Project.

Council Strategic Goal:

This project addresses two Council Strategic Goals, “Business Friendly” and “Infrastructure.” This project will make the downtown area a more attractive place and will rehabilitate the City’s aging water tower.

Background:

In 2022, the California Department of Transportation (Caltrans) created the Clean California Local Grant Program (CCLGP) to fund projects which would clean and beautify public spaces, to improve spaces for walking and recreation. Through the review of this grant opportunity, City staff determined that the grant could fund multiple improvements along Plumas Street, while also making new improvements.

In March of 2022, the City received a notification from Caltrans that it had been awarded \$2,235,628 for the Plumas Street project, which includes the following improvements to the downtown area:

- Water Tower

- Abate lead paint and remove old lighting systems on the water tower
- Re-paint the water tower and install new logos which match current City Standards
- Install new multi-colored LED uplighting on water tower
- Park Under/Adjacent to Water Tower
 - Park/common area with a shade structure
 - Playscape Installation
 - Drought-tolerant landscaping installation
 - Digital event board installation
 - Public Mural Installation
- Plumas Street Improvements
 - Installation of trash/recycling bins from Bridge Street to State Route 20
 - Installation of an illuminated gateway arch at the downtown area entrance, which compliments Plumas Street's current architectural style
- Center Street:
 - Install festoon-style lighting that crisscrosses over Center Street
 - Install trash/recycling bins along Center Street

Analysis:

Since 2008, the City has solicited Requests for Proposals (RFPs) multiple times for the abatement, re-painting, logo installation, and lighting retrofit of the City's iconic structure. Due to previous budget constraints, the City has not been able to fund the project. Additionally, the water tower is 125 feet-tall, which narrows the pool of contractors that are able to perform the work with the necessary certificates to work at those heights.

Through the previous RFP advertisements, Yesco Signs, LLC (Yesco), was the only contractor, certified to work at this height, that responded to said RFPs for re-painting, logo installation, and lighting retrofit. Yesco is highly respected in their industry for their work, and staff are confident that Yesco will successfully complete the re-painting, logo installation, and lighting retrofit.

Yesco's original quote included the painting, LED lighting retrofit, and installation of two (2) new logos on the water tower. City staff has coordinated with Yesco and the Downtown Business Association (DBA) for logo design, and placement. Through visual inspection, staff determined that the logo placements with the highest visibility would be approximate northeast (pointed between the 5th and 10th Street Bridges) and southwest (pointed towards Bridge Street and Cooper Avenue intersection). Staff plans to coordinate with YESCO and physical constraints to maximize the view.

Based on the discussions between City staff and DBA, two logos, (Attachment 2) were prioritized:

- Option #1 - The City's logo, with the ducks, "YC Logo" with the word "Downtown" below, with white bordering to help emphasize the image during the day and night.
- Option #2 - The City's "YC Logo", without the word "Downtown" below it.

The logo with the word "Downtown" included is the DBA's preference, as it helps define the Downtown District. City staff also believe that the logo without the word "Downtown" is a potential good option, as it allows for a larger "YC Logo", where the "Downtown" wording may be hard to read from farther distances. Cost for either option is the same.

Staff has conferred with Caltrans, and received approval to perform a sole-source contract for the water

tower work due to the previous RFP history and the limited availability of contractors that are certified to perform the work. Staff has prepared the Sole Source Justifications for Yesco.

Fiscal Impact:

Yesco's contract is \$390,875.37, and staff is also requesting a construction contingency of \$39,087.54 which equates to 10% of the construction cost. This equates to a total construction cost of \$429,962.91. The project is proposed to be funded through CIP Account No. 1268 (Plumas Street Improvements Project). The account currently has a balance of \$2,345,735.83. Any of the construction and/or contingency funds that are not used on this project will revert back to the CIP Account to increase funding for other portions of the project.

Once the project is constructed, staff will coordinate with Caltrans in order to have the \$2,235,628 in grant funds reimbursed to the City.

Environmental:

Staff has performed a preliminary environmental assessment of this project relative to California Environmental Quality Act (CEQA) requirements and determined that it falls within the Class 1 Categorical Exemption set forth in CEQA Guidelines Section 15301, as the re-painting, lighting retrofit, and logo installation on the existing City facility is defined as a repair, maintenance, or minor alteration of the existing public facility, involving negligible or no expansion. Further, none of the exceptions to Categorical Exemptions set forth in CEQA Guidelines 15300.2 apply to this project.

Alternatives:

Do not award the contract to Yesco, and issue another request for proposals. This may result in delays that could jeopardize project funding.

Recommendation:

Adopt a Resolution which awards a Standard Agreement to Yesco Signs, LLC of Salt Lake City, UT for the re-painting, logo installation and lighting retrofit services on the Plumas Street water tower in the amount of their total bid of \$390,875.37.

Attachments:

1. Resolution
2. Preferred Logos Exhibit

Prepared By:

Josh Wolffe
Associate Civil Engineer

Submitted By:

Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
AWARDING A STANDARD AGREEMENT TO YESCO SIGNS, LLC, IN THE AMOUNT
OF \$390,875.37 FOR THE RE-PAINTING, LOGO INSTALLATION, AND LIGHTING
RETROFIT SERVICES ON THE PLUMAS STREET WATER TOWER, AND
ADOPTING A CEQA CLASS 1 EXEMPTION (EXISTING FACILITIES) FOR THE
WATER TOWER PAINTING PROJECT**

WHEREAS, the City has been awarded \$2,235,628 through the Clean California Local Grant Program, administered by the California Department of Transportation, for the Construction of the Plumas Street Historic District and Water Tower Park Improvements Project; and,

WHEREAS, staff has solicited numerous Requests for Proposals since 2008 for the Plumas Street Water Tower's lead abatement, re-painting, and lighting retrofit; and,

WHEREAS, due to the height of the water tower, contractors performing work on the tower are required to have certain certifications to perform work at heights; and,

WHEREAS, Yesco Signs LLC has been found to be a responsive, and responsible proposer in the past, and has all of the certifications necessary to perform the water tower abatement work; and,

WHEREAS, staff recommends awarding a Standard Agreement to Yesco Signs LLC for the water tower re-painting, logo installation, and lighting retrofit services; and,

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

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

Section 1. The City has performed a preliminary environmental assessment of this project relative to California Environmental Quality Act (CEQA) requirements and the City Council finds and determines that the project falls within the Class 1 Categorical Exemption set forth in CEQA Guidelines Section 15301, as the abatement of lead paint on the existing City facility is defined as a repair, maintenance, or minor alteration of the existing public facility, involving negligible or no expansion. Further, none of the exceptions to the Categorical Exemptions set forth in CEQA Guidelines 15300.2 apply to this project.

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

Section 3. This Resolution shall take effect immediately.

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

AYES:

NOES:

ABSENT:

ATTEST:

Wade Kirchner, Mayor

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY:

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

Attachment(s):

Exhibit A – (Draft) Standard Agreement – Yesco

EXHIBIT A



STANDARD AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2023 in the State of California, County of Sutter, City of Yuba City, by and between the City of Yuba City, hereafter referred to as the City, and YESCO, hereafter referred to as the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements and stipulations of the City hereinafter expressed, does hereby agree to furnish to the City services and materials, as follows: YESCO will prime and paint the Plumas Street Water Tower and install graphics on two sides of the tank and supply and install LED lighting. YESCO cost is not to exceed the amount of Three Hundred Ninety Thousand, Eight Hundred Seventy-Five Dollars and Thirty-Seven Cents (\$390,875.37) without prior city authorization.

The provisions of Exhibit A attached constitute a part of this agreement.

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

**CITY OF YUBA CITY, A
MUNICIPAL CORPORATION**

CONTRACTOR

By: _____

Name: _____

Title: _____

Address: _____

By: _____

Title: _____

License No. _____

TERMS AND CONDITIONS

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

INSURANCE REQUIREMENTS FOR MOST CONTRACTS

(Not for Professional Services or Construction Contracts)

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

Other Insurance Provisions

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

Additional Insured Status

The Entity, its officers, officials, employees, and volunteers are to be covered as insured on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the

Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

Verification of Coverage

Contractor shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances

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

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

Exhibit C

**Certificate of Exemption From
Workers' Compensation Insurance**

I hereby certify that in the performance of the work for which the Agreement is entered into, I shall not employ any person in any manner so as to become subject to the Worker's Compensation Laws of the State of California.

Executed on this _____ day of _____, 20__, at Yuba City, California.

By: _____ Title: _____

[Add Consultant's name and title]

EXHIBIT A



Agreement

For Work At

Yuba City Public Works Dept
611 Plumas St
Yuba City CA 95991-4419
US

Billing Address

Yuba City Public Works Dept
611 Plumas Street
Yuba City CA 95991-4419
United States

Account Executive

005997 Scott Zufelt
szufelt@yesco.com
916-993-7108
CA - Sacramento
4119 S Market Court #10
Sacramento CA 95834
United States

Date	Project Number	Project Description	Terms	Pricing Valid Until	Deposit
04/21/2023	PRY-00519	Plumas Street Water Tower - LED retro and graphics	Net 30	06/30/2023	\$97,718.84

Item	Amount
------	--------

California Sign Sales

Abatement to be performed by "Others"

\$215,442.00

Prime and Paint -

1- The cleaner/degreaser, Prep88, can be applied with a garden sprayer but needs pressure washing to completely rid the surface of any deposits that would contribute to failure of coatings over it, and the pressure washing will disturb the surface and may lead to abatement needing to be done anyway

2- The primer/sealer, Amerlock Sealer, is a two-component product that does have a very strong surface tension hop on curing and that can lead to contracting in the previous coatings and can then lead to delamination if the previous coating and lead to an abatement being needed anyway.

Although the system we have is as minimal surface disrupting as it can be to get the color retention and longevity you are looking for this project, there are at least these two and possibly many more options to disrupt and expose the lead during prep, application or possible failure of the previous coating once application is completed.

Although the testing says it is not officially abatement level, any contamination of the surrounding area would most likely lead to that, therefore I think an abatement team should be sent in prior to prep and painting to take care of this for this and current projects down the road. This scope is not included in this proposal and YESCO could coordinate if the city so chooses.

Prevailing Wage Rates included in the proposal.

City to remove an obstacles (trees, benches, wood, anything deemed in the way of work area).

City to issue all necessary permits and lane closures without expense to YESCO

One Year Labor Warranty included

Paint Manufactures Warranty will be provided.

California Sign Sales

\$166,211.00

Remove existing signage and LED's from current water tower.

Install new graphics to Water Tower (after paint has cured) Install LED fixtures / color changing to the bottom of the tower.

All call outs per YESCO design # 571767R1

Site survey will be required to validate this proposal.

Prevailing Wage Rates included in the proposal.

City to remove an obstacles (trees, benches, wood, anything deemed in the way of work area).

City to issue all necessary permits and lane closures without expense to YESCO.

City to provide power to LED locations and YESCO will coordinate final hook up.

One Year Labor Warranty included

Lighting Manufactures Warranty will be provided.

Item	Amount
Permits - WIP	\$0.00

"Customer hereby acknowledges that the costs for obtaining permits are excluded from the price of this agreement. Charges for procurement, design, engineering and inspection, required by the permitting process will be billed to customer on a time and material basis. Permit fees will be billed to customer at cost."

Clauses

RIGHT TO REVIEW. In submitting this (proposal/RFP/bid), YESCO hereby reserves the right to review and negotiate any terms and conditions contained in any Agreement and/or Purchase Order it may be required to enter into, including General Conditions and Special Conditions, as well as any documents incorporated therein by reference, upon the acceptance of such (proposal/RFP/bid).

Clauses:

STANDARD: All work to be performed is based on a standard work shift, Monday through Friday, 5:00 a.m. to 1:30 p.m. All other time is considered overtime and is not included in the agreement. All materials are to be of the highest quality. All work is to be completed according to standard practices. Any alteration from specifications must be in writing and/or with charges adjusted. All agreements are subject to strikes, delays, and accidents beyond our control. Our workmen are fully covered by workmen's compensation insurance.

ELECTRICAL: YESCO to establish electrical requirements and owner to provide primary power, switch gear, transformer, feeder lines to YESCO load center panels located at or within the sign. If the required power is not provided to the site before time of signage installation, an additional charge for hook-up will be assessed.

REPAIRS: YESCO shall not be responsible for any repairs of sidewalk, curbing, asphalt, sprinkling pipes, underground pipelines, landscape or site repair.

WORK AREA: Price based on Owner providing large enough work area in the construction area.

INSTALLATION: This quote is based on standard installation practices. In the event installation process or access are hindered by landscaping or unusual structural circumstances, extra expenses to complete the installation will be charged to the customer.

PRICE EXCLUDES:

Pedestrian walkways, lane closure fees and related costs due to construction and install of the display.
Relocation of existing underground utilities power, gas or other utility company fees.

Subtotal	\$381,653.00
Tax Total (%)	\$9,222.37
Total	\$390,875.37

Agreement Acceptance

YESCO's Standard Terms and Conditions, available below and at www.yesco.com/terms/standardtermsandconditions.pdf, are an integral part of this agreement and are incorporated by reference. Yuba City Public Works Dept acknowledges that it has accessed and reviewed the Standard Terms and Conditions. Upon acceptance by an authorized agent of YESCO LLC, this agreement becomes effective as of the last date signed below. This document is a complete integration and final expression of the agreement between the parties, and may not be amended, supplemented, or otherwise modified except by written agreement executed by authorized representatives of each.

Yuba City Public Works Dept	YESCO LLC
Signature	Signature
Title	Title
Name	Name
Date Signed	Date Signed

Standard Terms and Conditions

1. Terms: The terms and conditions described in this document are incorporated by reference into a written estimate, quotation, proposal, agreement, order, or other transaction form ("Transaction Document") (together with these YESCO Standard Terms and Conditions, the "Agreement"), and pertain to the manufacturing, repair, service, installation, or other goods or services provided by YESCO (the "Work", "goods", and/or "services") as requested by you, the Customer, as further described in the Transaction Document. YESCO refers to the entity providing the Work, as identified in the applicable Transaction Document, or in the absence thereof, YESCO LLC, a Utah limited liability company, doing business in California as YESCO Signs LLC.

2. Pricing Exclusions: YESCO's pricing does not include sales and use taxes, tariffs, customs fees, duties, or other charges levied by customs or taxing authorities, including any material cost increases due to the escalation of any of these costs ("Assessments"). Assessments may be noted in the Transaction Document; however, they are only estimates. You agree to pay the actual cost for these Assessments as invoiced by YESCO. You agree to bear the risk of Assessment increases in excess of the amounts included in the Transaction Document, including increases due to changes in sales tax rates, tariff increases, or similar occurrences.

3. Payment: In the absence of specified payment terms in the Transaction Document, you agree to pay 50% of the purchase price upon signing this Agreement and to pay the remaining balance upon completion of the Work. You agree to pay monthly payments, if any, on the first business day of each month in advance. If you choose to make payment(s) by credit card, you agree to pay a 2% surcharge on the total amount of such payment(s).

4. Inspection: You must carefully inspect the Work within ten calendar days after delivery. If the Work does not meet the written requirements as described in the Transaction Document, or if the Work has any defect in manufacture, installation, or operation, you must give YESCO written notice of the nonconformance or defect claimed within five calendar days. ABSENCE OF SUCH WRITTEN NOTICE SHALL BE CONCLUSIVE EVIDENCE THAT THE WORK IS ACCEPTABLE TO YOU AS DELIVERED. If a third-party carrier delivers any goods, you must inspect the goods and promptly notify YESCO and the carrier if any damage exists before moving the goods from the place of delivery. If damage exists, you must retain the packing materials and otherwise comply with all requirements necessary to preserve all claims against the carrier. If you or your agent moves the goods before inspecting the goods, accept the goods in a damaged condition, or otherwise fail to comply with the requirements of this paragraph, YESCO shall have no responsibility for defects notwithstanding the warranty set forth below.

5. Installation: If the Work involves installation of goods, additional work beyond that contemplated in the Agreement will be required if YESCO encounters subsurface or concealed conditions which are extraordinary or unexpected such as subsurface water, caliche, rock, utilities, or pipelines. You must compensate YESCO for such additional work on a time and materials basis at YESCO's standard rates. Further, YESCO shall not be responsible for damage to underground pipes, sewer lines, sprinkling systems, or any other underground obstructions unless notified of them in writing prior to commencement of the Work. Absent such written notification, you agree to pay for any resulting damage. YESCO is not an Exterior Insulation and Finish System ("EIFS") contractor, and if YESCO's responsibilities hereunder involve penetrations of EIFS, YESCO will seal such penetrations with products and procedures that are common in the sign industry—but which may not meet EIFS warranty requirements. YESCO shall thereafter have no responsibility for damage resulting from the penetrations.

6. Limited Warranty:

New Signs, Lighting, and other Manufactured Products. YESCO warrants that goods and services provided by YESCO (other than electronic displays and digitally-controlled lighting products) will be free from material defects in workmanship and materials for a period of one year from the date of delivery. This includes materials and factory labor. On-site labor is included only where YESCO performs the installation. Upon expiration of the one-year warranty, the goods are warranted solely in accordance with the manufacturer's separate warranty, if any. Electronic displays and digitally-controlled lighting products, related controllers, and similar components are warranted solely in accordance with the manufacturer's warranty, if any. B. Service and Retrofit Services. YESCO warrants that service, repair and/or lighting retrofit services will be free from material defects in workmanship for a period of 90 days from the completion of the repair, maintenance, and/or retrofit. This includes on-site labor only; any goods are warranted solely in accordance with the manufacturer's warranty, if any. YESCO's warranties exclude damage caused by ordinary wear and tear, accident, abuse, misuse, misapplication of electricity, extreme winds or rain, hail, wildlife or rodent damage, or other casualty, unless the same is caused solely by YESCO. YESCO SPECIFICALLY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY TYPE, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR PURPOSE. YESCO will either repair or replace, at YESCO's election, any part of the goods or services that prove to be materially defective during the warranty period, in accordance with the terms of the above warranties.

7. Extended Warranty: If the Work expressly includes an extended warranty for the recurring maintenance, service, or repair of goods over a term for a one-time, up-front payment or periodic payments over term, the provisions of this paragraph will apply. So long as your payment obligations are current, and you are not in default to YESCO or any YESCO affiliate under any agreement (e.g., a lease agreement), including this Agreement, YESCO agrees to service the goods only as described in the Work. When the goods require service, you agree to notify YESCO in writing, and YESCO shall, if practicable (e.g., parts are immediately available) and unless otherwise provided in this Agreement, acknowledge the request within five business days. YESCO's extended warranty obligations are inapplicable to damage for the same exclusions set forth in the limited warranty above, unless and to the extent the same is caused by YESCO. In the event that parts or materials become unavailable or in the event the goods or any components are or become unusually difficult or unsafe to access, YESCO may cancel its extended warranty obligations with respect to the affected goods or components and your exclusive remedy is for YESCO to proportionately credit any up-front payment or proportionately credit your periodic payment for the same. In the event that service is performed by a third party without the authorization of YESCO, YESCO may, at its option, suspend or terminate its extended warranty or service obligations without any credit to any up-front payment or reduction to any periodic payment upon written notice to you.

8. Risk of Loss, Damage or Destruction; Insurance: Except to the extent of damage caused by the negligent or otherwise wrongful acts of YESCO, you bear all risk of loss or damage to any goods, including, without limitation, loss or damage caused by seizure, casualty, vandalism, terrorism, accident, theft, riot, strike, insurrection, war, fire, and acts of God. Any shipments are FOB YESCO. Until your obligations are fully satisfied, at your sole cost and expense, you must insure any goods against loss or damage at least in the amount owed to YESCO for the Work, and you must name YESCO as loss payee with respect to such insurance.

9. Liens and Taxes: Until your obligations are fully satisfied, at your sole cost and expense you must maintain the Work free and clear of all levies, liens, and encumbrances. You must declare as required, and pay when due all taxes, fees, assessments, charges, and all associated penalties and interest (collectively "Assessments"). If YESCO, at its option, pays any Assessments, you must immediately reimburse YESCO for the same.

10. Security Interest: Until your obligations are fully satisfied, you agree that the Work and related goods are YESCO's property, free of any ownership claim by you, the owner of any adjacent realty, or the creditors of either. To secure the performance of your obligations, including, without limitation your payment obligations, you grant to YESCO a security interest in the goods and permission to perfect, assign, amend, continue, and terminate the security interest in any way allowed by applicable law, both as to personal property and as to fixtures.

11. Default: If you default in the payment of any amount when due, or fail to perform any other obligation in this Agreement after delivery of the Work or after YESCO is ready to perform the Work, whichever first occurs, or if at any time bankruptcy, receivership, or other insolvency proceedings are commenced by or against you or any guarantor, you will, without notice, become obligated to immediately pay to YESCO an amount equal to the sum of 1) all previously billed but unpaid amounts, and 2) all unbilled remaining amounts and other payments owed to YESCO pursuant to

any other agreement between you and YESCO or any of YESCO's affiliates. In addition, YESCO has the right to stop the Work, including, without limitation, suspending warranty obligations until YESCO is paid in full. You agree that these remedies for default are fair and reasonable compensation for the damage to YESCO resulting from your breach, and are not a penalty. YESCO's acceptance of a late payment(s) or forbearance of any other event of default shall not operate as a waiver of YESCO's rights as to any subsequent late payment(s) or any other event of default.

12. Repossession: If you fail to make any payment when due or otherwise default in any of your obligations in this Agreement, YESCO may terminate this Agreement and may (but has no obligation to) repossess the goods or any component(s) thereof, without resort to judicial process, and without liability for trespass. YESCO's right of repossession includes the right to remove the goods, and also to disconnect or otherwise render the goods unusable. Repossession is not an acceptance of your surrender of the goods, and shall not require patching painting, touch up, etc. afterwards. YESCO's rights of termination and repossession shall be in addition to and not as an alternative to YESCO's right to its other remedies in this Agreement and any other remedy available at law or in equity.

13. Indemnification: Except to the extent of YESCO's negligence or willful misconduct, you agree to indemnify, defend, and hold harmless YESCO and its officers, directors, employees, agents, and subcontractors from any and all claims, costs, expenses (including reasonable attorney's fees), damages, and liabilities, at law or in equity arising out of or related to the Work. The provisions of this paragraph shall survive the completion of the Work and/or the termination of the Agreement.

14. Disputes: The parties agree to use good faith efforts to resolve any claims or disputes that may arise. If unsuccessful for any reason, at YESCO's sole option and upon YESCO's written notice to you, such claims or disputes may be submitted to formal mediation, with each party to pay one-half of the costs. In the event of litigation, venue of any action shall be in Salt Lake County, State of Utah. This Agreement shall be governed and construed in accordance with Utah law, without regard to its conflict of laws provisions. YESCO shall not be liable for special, indirect, incidental or consequential damages, including lost profits, irrespective of cause or theory. If YESCO places this Agreement with a collection agency or an attorney for collection or enforcement, you must pay all costs and expenses resulting therefrom, including reasonable attorneys' fees.

15. Possession, Transfers, and Assignment: Until your obligations herein are fully satisfied, you must keep any goods in your sole possession and control, and will not allow the goods to be modified, relocated, removed, or otherwise tampered with in any way without YESCO's prior written consent. If you determine to sell or otherwise transfer ownership (or other rights) to your business assets, the Work, or the real property on which any goods are located, you agree to deliver to YESCO written notice of such intention at least 30 days prior to closing. At the time of closing and with proceeds therefrom, you agree to pay to YESCO all amounts then outstanding and all unbilled remaining amounts owed to YESCO, unless YESCO has previously agreed in writing to your assignment of this Agreement. All the terms and conditions hereof shall be binding upon and inure to the benefit of the successors, assigns, and legal representatives of the respective parties, including, if applicable, successors to your interest in the Work, the real property upon which any goods are located, and any successor owners of interests in any of your business assets. You may transfer your interests, rights, and obligations in this Agreement only upon the prior written consent of YESCO. YESCO may assign its interests, rights, and obligations in this Agreement as may be expedient to perform the Work.

16. Your Special Duties: You agree to warrant and obtain and maintain all necessary access rights (including computer access, if necessary) for YESCO to safely perform the Work on the premises for which the Work is ordered, and to disconnect, render unusable, and/or remove the Work, or any component or part thereof, free and clear of lien, encumbrance, or claim of trespass. You agree to indemnify YESCO against and hold YESCO harmless from damage or expense resulting from a breach of this provision. The Work excludes primary-side electrical and communication wiring, service, controllers (e.g., timers and photo cells), circuit breakers, and fuses. At your own expense, you agree to furnish and maintain power lines, controllers, and data service as necessary for the performance of the goods and compliance with applicable law, and agree to install the same as designated by YESCO ready and in place for connection to the goods at the intended time of installation. For Work in Colorado, connection of the goods to electrical power is excluded from the Work unless specifically described in the Agreement as an inclusion. You agree to provide all necessary reinforcements to any previously existing building, pole, base, or any other object or surface on which the goods will be installed, or which will be utilized by YESCO in the installation or access thereof, if applicable. You agree to advise YESCO in writing of all cellular antennas, microwave, and other equipment or hazards that may be dangerous to workers. YESCO's performance is subject to you properly securing or otherwise rendering safe all such dangers whenever YESCO's employees will be in the area.

You agree to bear all permitting and other compliance costs and risks pertaining to federal, state, or local laws, regulations, and ordinances or authoritative interpretations that relate to the placement, configuration, operation, and use of the goods and services. You acknowledge that outdoor advertising laws generally prohibit advertisements that are not the principal business, products, services, or activities where the advertisement is located. You agree to be solely responsible for the procurement of outdoor advertising permits (if desired) and compliance with outdoor advertising laws. You acknowledge and agree that your rights, whether arising under contract, permit from a land use authority, or otherwise, to install or operate the Work may be or become subject to revocation, limitation, suspension, condemnation, modification, restriction, or adverse interpretation by judicial, governmental agency, or other third party action. Upon the occurrence and during the pendency of any such event, you will not be released from your payment obligations under this Agreement.

17. Miscellaneous Provisions:

A. No statement made by YESCO's account executive(s) will be binding on YESCO unless incorporated in this Agreement in writing. Although the Agreement may be signed by YESCO's account executive(s), the Agreement shall not be binding upon YESCO for any purpose until an executive officer or another authorized agent of YESCO accepts this Agreement by providing a written signature evidencing such acceptance on the applicable Transaction Document.

B. Time is of the essence. All past due amounts shall bear an annual interest rate of the lesser of 18% percent or the maximum rate allowed by law.

C. Performance by YESCO shall be subject to delay due to strike, labor dispute, breakage, fire, unforeseen commercial delays, infectious disease, epidemic, pandemic, insurrection, war, acts of terror, acts of God, governmental regulation, or other causes beyond YESCO's reasonable control.

D. YESCO shall not be responsible for radio or television interference, nor for the replacement of light emitting diodes, neon tubing or other tubing because of color change or reduction of brilliance.

E. YESCO's listing of contractor's licenses available on the Internet at <http://www.yesco.com/licenses.html> is incorporated by reference herein.

F. If any part of this Agreement is found invalid or unenforceable, that part will be amended to achieve as nearly as possible the intent and economic effect of the original provision to the fullest extent permitted by law, and the remaining provisions shall continue in full force and effect.

G. Except for original works created by you or your agents, all designs, animations, or other advertising content (collectively, "Content") provided by YESCO is the sole property of YESCO. You warrant that you have the full legal right to use any original works created by you and delivered to YESCO by you for your use. You are granted a non-exclusive, non-transferable license to use the YESCO-owned Content for so long as you operate your business. You agree to not create derivative works of the YESCO-owned Content. YESCO may reject any request for Content that YESCO determines may reflect adversely on the character, integrity, or standing of any person or business.

This Agreement is a complete integration and final expression of the agreement between the parties, and may not be amended, supplemented, or otherwise modified except by written agreement executed by authorized representatives of each.



Invoice

Bill To

Yuba City Public Works Dept
611 Plumas Street
Yuba City CA 95991-4419
United States

Ship To

Yuba City Public Works Dept
611 Plumas St
Yuba City CA 95991-4419
US

Remit To

CA - Sacramento
4119 S Market Court #10
Sacramento CA 95834
United States

Project Number / Invoice #

PRY-00519

Terms

DUE UPON ACCEPTANCE

Account Executive

005997 Scott Zufelt

Item	Amount
Down Payment Invoice for 25% (Prefunding)	\$97,718.84
Total	\$97,718.84

ACH Payment Authorization

By completing your ACH information below, you authorize YESCO to withdraw all payment(s) pursuant to the Agreement on the applicable due date (s) from Customer's depository account as described below. Written revocation of this authorization must be received by YESCO with at least 30 days prior notice.

Name on Bank Account

Name of Bank

Checking

Savings

Bank Account Number

Routing Number

Bank City and State

E-mail Address for Receipt

Phone

Authorized Signature

Date


YESCO.

SACRAMENTO BRANCH
 4119 S. Market Court
 Suite F / 10
 Sacramento, CA 95834
 (916) 419-8101
 CA CONTRACTOR LICENSE NO.
 9806598

Notice to the Customer:
 The State of California requires that all contracts for the construction of a building or structure be recorded with the County Clerk of the County in which the building or structure is to be constructed. This contract is subject to the provisions of the California Building Code and the California Building Regulations. The contractor shall be responsible for obtaining the necessary permits and for complying with all applicable laws and regulations. The contractor shall also be responsible for obtaining the necessary insurance and bonding. The contractor shall be responsible for obtaining the necessary approvals from the local authorities. The contractor shall be responsible for obtaining the necessary approvals from the local authorities. The contractor shall be responsible for obtaining the necessary approvals from the local authorities.

©2017 by YESCO
 All rights reserved

Make: This is a duplicate of the original drawing. The original drawing is the only one that should be used for construction. The original drawing is the only one that should be used for construction. The original drawing is the only one that should be used for construction. The original drawing is the only one that should be used for construction. The original drawing is the only one that should be used for construction. The original drawing is the only one that should be used for construction. The original drawing is the only one that should be used for construction. The original drawing is the only one that should be used for construction. The original drawing is the only one that should be used for construction.

FIRM NAME / LOCATION ADDRESS:
YubaCity
Water Tower
 PLUMAS ST & FREMONT WAY
 ADDRESS:
 YUBA CITY, CA 95991
 CITY:
 SCOTT ZUFELT
 ACCOUNT EXECUTIVE:
 DESIGNED: DATE:
 Kerry 03/28/17
 R1 Kerry 04/26/17

APPROVAL:
 CUSTOMER: DATE:
 LANDLORD: DATE:
 SALES: DATE:
 ESTIMATING: DATE:
 SURVEY: DATE:

DESIGN NUMBER:
571767 R1
 WATER TOWER
 ARCHIVE NUMBER:
 SHEET:
 CV 1 of 1



Water Tower

NEW EXTERNALLY ILLUMINATED GRAPHICS
NEW LED FLOOD FIXTURES

Plumas Street & Fremont Way, Yuba City, CA 95991

SHEET INDEX
 CV - Cover Page
 SP 1.0 - Site Map
 Design Page S1.0
 Design Page S1.1


YESCO.
SACRAMENTO BRANCH
 4119 S. Market Court
 Suite F / 10
 Sacramento, CA 95834
 (916) 419-8101
 CA CONTRACTOR LICENSE NO.
 980898

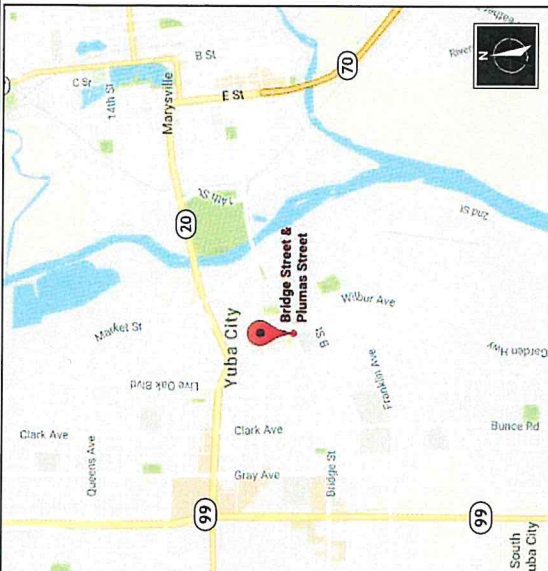
Notice to the Customer
 In the drawing, the word "EXISTING" is used to indicate the location of existing equipment. The word "NEW" is used to indicate the location of new equipment. The word "RELOCATE" is used to indicate the location of equipment to be relocated. The word "REMOVE" is used to indicate the location of equipment to be removed. The word "INSTALL" is used to indicate the location of equipment to be installed. The word "REPAIR" is used to indicate the location of equipment to be repaired. The word "REPLACE" is used to indicate the location of equipment to be replaced. The word "UPGRADE" is used to indicate the location of equipment to be upgraded. The word "MODIFY" is used to indicate the location of equipment to be modified. The word "ADJUST" is used to indicate the location of equipment to be adjusted. The word "TUNE" is used to indicate the location of equipment to be tuned. The word "TEST" is used to indicate the location of equipment to be tested. The word "INSPECT" is used to indicate the location of equipment to be inspected. The word "MAINTAIN" is used to indicate the location of equipment to be maintained. The word "SERVICE" is used to indicate the location of equipment to be serviced. The word "OPERATE" is used to indicate the location of equipment to be operated. The word "MONITOR" is used to indicate the location of equipment to be monitored. The word "CONTROL" is used to indicate the location of equipment to be controlled. The word "REGULATE" is used to indicate the location of equipment to be regulated. The word "STABILIZE" is used to indicate the location of equipment to be stabilized. The word "BALANCE" is used to indicate the location of equipment to be balanced. The word "ALIGN" is used to indicate the location of equipment to be aligned. The word "CALIBRATE" is used to indicate the location of equipment to be calibrated. The word "TUNE UP" is used to indicate the location of equipment to be tuned up. The word "REPAIR" is used to indicate the location of equipment to be repaired. The word "REPLACE" is used to indicate the location of equipment to be replaced. The word "UPGRADE" is used to indicate the location of equipment to be upgraded. The word "MODIFY" is used to indicate the location of equipment to be modified. The word "ADJUST" is used to indicate the location of equipment to be adjusted. The word "TUNE" is used to indicate the location of equipment to be tuned. The word "TEST" is used to indicate the location of equipment to be tested. The word "INSPECT" is used to indicate the location of equipment to be inspected. The word "MAINTAIN" is used to indicate the location of equipment to be maintained. The word "SERVICE" is used to indicate the location of equipment to be serviced. The word "OPERATE" is used to indicate the location of equipment to be operated. The word "MONITOR" is used to indicate the location of equipment to be monitored. The word "CONTROL" is used to indicate the location of equipment to be controlled. The word "REGULATE" is used to indicate the location of equipment to be regulated. The word "STABILIZE" is used to indicate the location of equipment to be stabilized. The word "BALANCE" is used to indicate the location of equipment to be balanced. The word "ALIGN" is used to indicate the location of equipment to be aligned. The word "CALIBRATE" is used to indicate the location of equipment to be calibrated. The word "TUNE UP" is used to indicate the location of equipment to be tuned up.

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 All rights reserved

Note: This work is to be installed in accordance with the requirements of Article 600 of the National Electrical Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.

Yuba City Water Tower
 RUMAS ST & FREMONT WAY
 ADDRESS:
 YUBA CITY, CA 95991
 CITY:
 ACCOUNT EXECUTIVE:
 SCOTT ZUPELT
 DESIGNED: DATE: 03/28/17
 R1 Kerry 04/28/17
 APPROVAL:

CUSTOMER: DATE:
 LANDLORD: DATE:
 SALES: DATE:
 ESTIMATING: DATE:
 SURVEY: DATE:
 ORDER NUMBER:
571767 R1
 WATER TOWER
 ARCHIVE NUMBER:
 SHEET: **SP 1.0**



VICINITY MAP

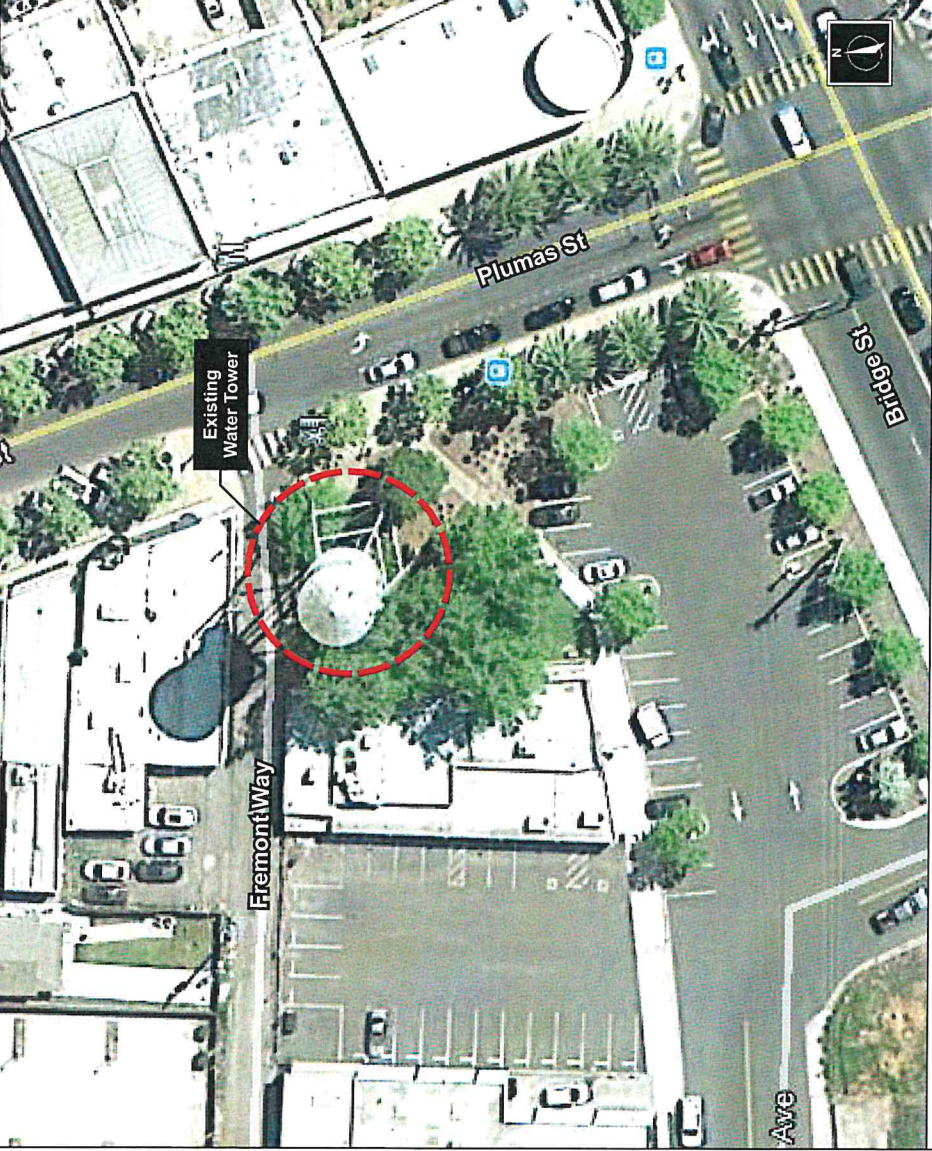
Not to Scale

This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.



GENERAL NOTES:
 All work shall comply with 2013 Edition of CCR Title 24 which adopts and amends the 2012 IBC to 2013 California Building Code, 2013 UMC to 2013 California Mechanical Code, 2013 UPC to 2013 California Plumbing Code, 2008 NEC to 2013 California Electrical Code, 2013 IFC to 2013 California Fire Code and the 2013 Title 24 Energy Efficiency Standards. CBC 1.8.3, LMMC 14.10.010.

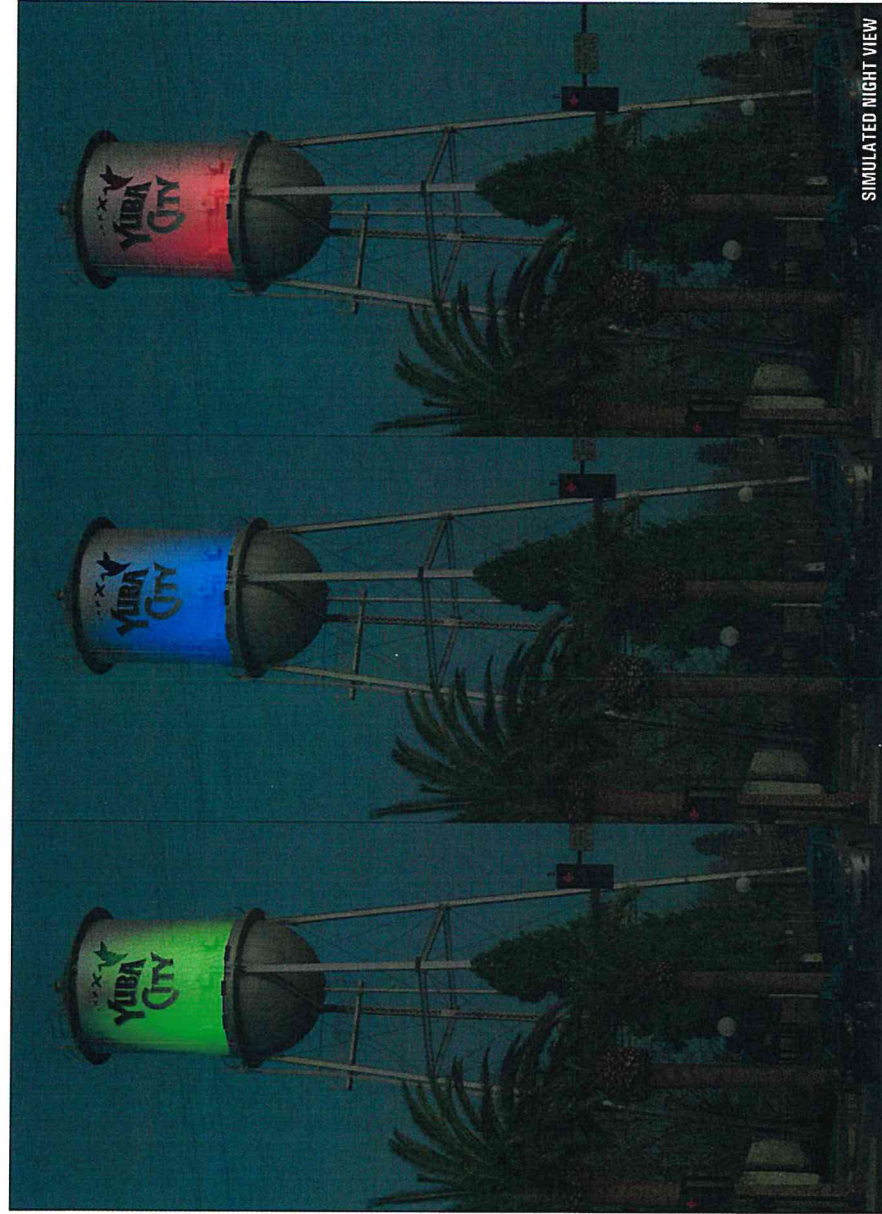
NOTE: CUSTOMER TO PROVIDE TITLE 24 COMPLIANT SIGN LIGHTING CONTROLS (AUTOMATIC TIME SWITCH / PHOTO CELL) CUSTOMER TO PROVIDE PRIMARY POWER TO SIGN LOCATION



SITE PLAN

Not to Scale

ELEVATION	PROJECT	ELECT. LOAD	SQ. FT.
EAST	NEW Single Face Externally Illuminated Vinyl Graphic Logo on Existing Water Tower	N/A	
WEST	NEW Single Face Externally Illuminated Vinyl Graphic Logo on Existing Water Tower	N/A	
	EXTERNAL COLOR CHANGING LED LIGHT FIXTURES - To Be Determined	T.B.D.	
	TOTAL	T.B.D.	

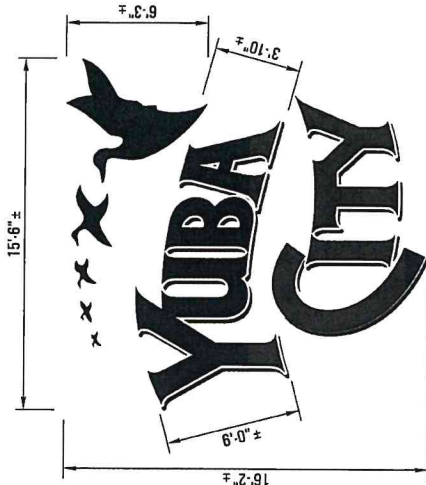
[illegible]

NEW GRAPHICS AND COLOR-CHANGING LIGHTING FOR EXISTING WATER TOWER

Not to Scale

QUANTITY: One (1) Existing Water Tower, Provide and Install New Graphics and External Color-Changing LED Light Fixtures

FIELD SURVEY REQUIRED FOR ACTUAL DIMENSIONS



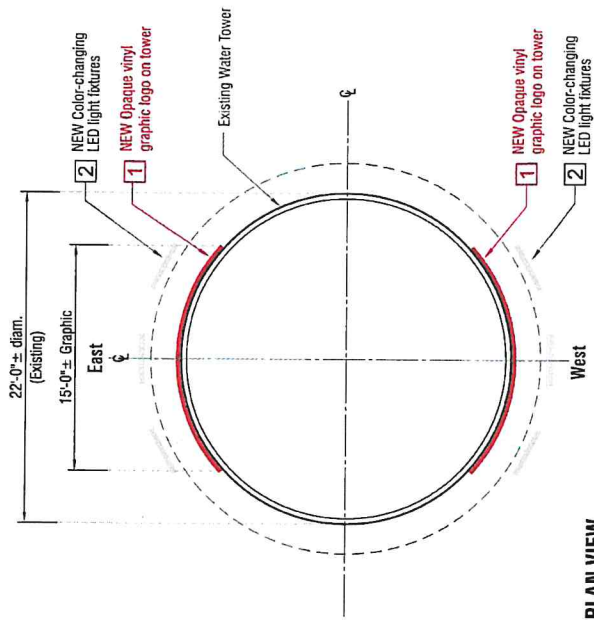
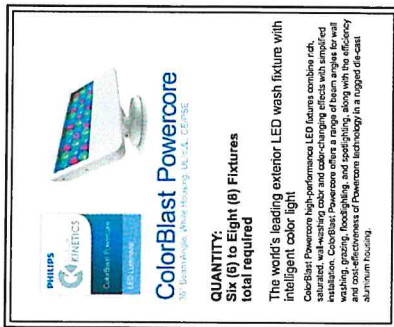
1
NEW GRAPHIC
(Externally Illuminated)
Two (2)

NEW GRAPHICS AND LIGHTING FOR EXISTING WATER TOWER

QUANTITY: One (1) Existing Water Tower, Provide and Install New Graphics and External Light Fixtures

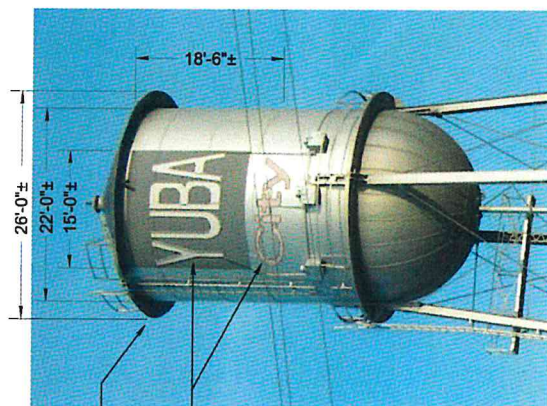
2
NEW LIGHTING
Color-changing LED light fixtures
(exact number of fixtures to be determined)

Scale: 3/16" = 1'-0"

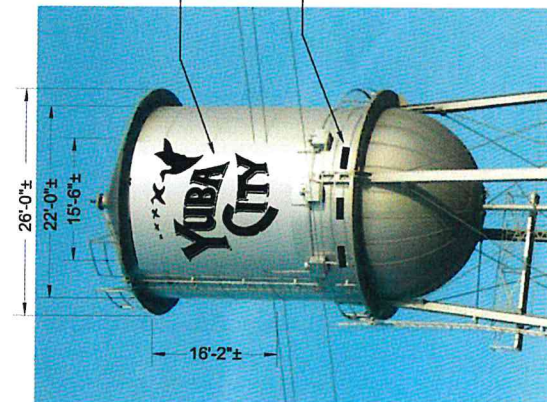


PLAN VIEW

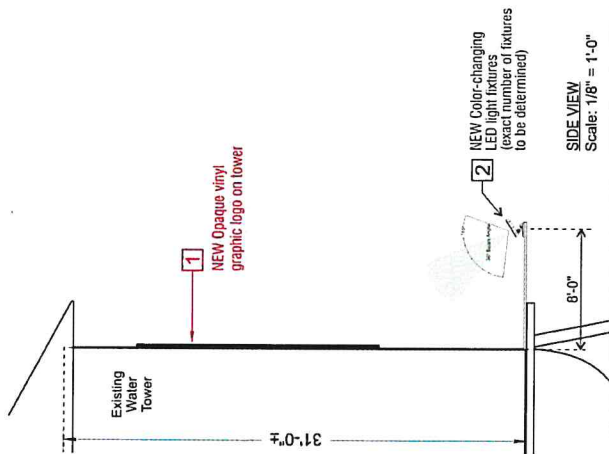
Scale: 1/8" = 1'-0"



EXISTING WATER TOWER



PROPOSED WATER TOWER



SIDE VIEW
Scale: 1/8" = 1'-0"

YESCO. SACRAMENTO BRANCH 4119 S. Market Court Suite F / 10 Sacramento, CA 95834 (916) 419-8101 CA CONTRACTOR LICENSE NO. 908638		Notice to the Customer The following was prepared in the office of YESCO, Inc. and is intended to be a preliminary estimate only. It is not to be used for any other purpose without the written consent of YESCO, Inc. ©2017 by YESCO All rights reserved Note: The color of the light fixture is not guaranteed. The color of the light fixture is subject to change without notice. The color of the light fixture is subject to change without notice. The color of the light fixture is subject to change without notice.	
PROJECT NAME / LOCATION ADDRESS Water Tower PLUMAS ST & FREMONT WAY Address: YUBA CITY, CA 95991 CITY:		DESIGNER R1 Kerry 04/26/17	
ACCOUNT EXECUTIVE SCOTT ZUFELT		DATE 03/28/17	
APPROVAL		DATE 04/26/17	
CUSTOMER DATE		DATE	
LANDLORD DATE		DATE	
SALES DATE		DATE	
ESTIMATING DATE		DATE	
SURVEY DATE		DATE	
PROJECT NUMBER 571767 R1		WATER TOWER	
ARCHIVE NUMBER		SHEET S 1.1	

ATTACHMENT 2

**YUBA
CITY
DOWNTOWN**

MODIFIED LOGO#1 (ADDING DOWNTOWN COPY (BOTTOM)
(ALL WHITE OUTLINE)

**DOWNTOWN
YUBA
CITY**

MODIFIED LOGO#2 (ADDING DOWNTOWN COPY (TOP)
(ALL WHITE OUTLINE)

**DOWNTOWN
YUBA
CITY**

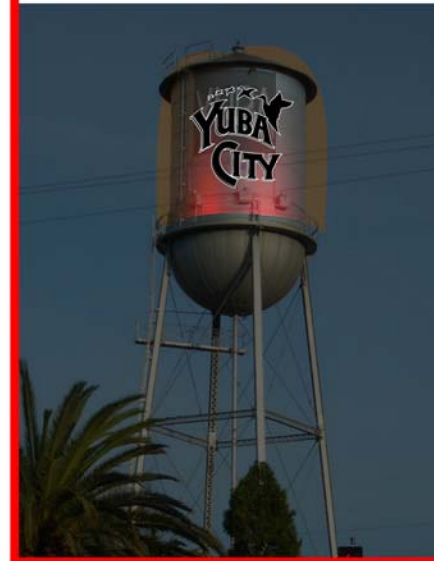
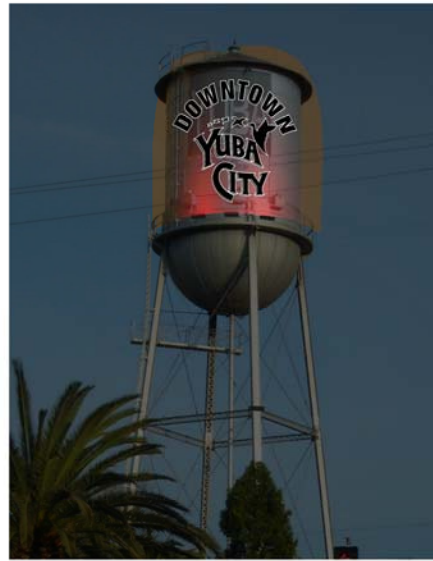
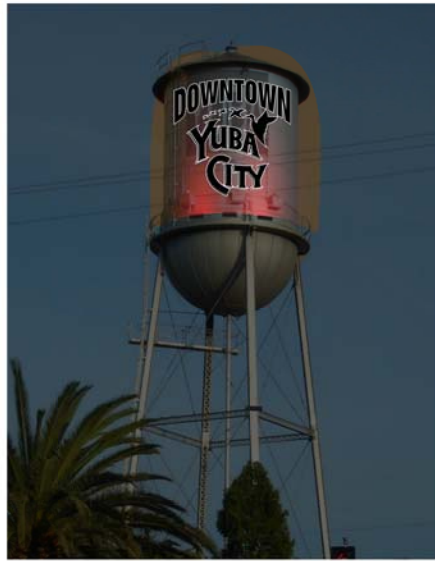
MODIFIED LOGO#3 (ADDING DOWNTOWN COPY (TOP)
(ALL WHITE OUTLINE)

**YUBA
CITY**

MODIFIED LOGO#4 (ALL WHITE OUTLINE)



Option No. 1
(Preferred by DBA)



Option No. 2

NEW LAYOUT OPTIONS 6-13-23

California Region
CALIFORNIA CONTRACTOR LICENSE NO. 90089
SACRAMENTO
4119 S Market Court #10
Sacramento, CA 95834
(800) 576-0189



© YESCO LLC. This drawing was created to assist in
visualizing our proposal. The original plans have been on the
property of YESCO LLC. Permission is given to use the
drawing for the project only. No other representation or use of the
drawing without the written consent of YESCO LLC.

PROJECT NAME / LOCATION:
YUBA CITY
PLUMAS ST AT
FREMONT ST.
YUBA CITY, CA.

DESIGN NUMBER:
ART R2 OPY-25883

LEVEL 2

ACCOUNT EXECUTIVE:

SCOTT ZUFELT

DESIGNER: DATE:

R.TUCKER 08/09/19

REVISIONS:

DESIGNER: DATE:

R.TUCKER 06/06/23

ADDED "DOWNTOWN" TO LOGO ARTWORK.

MULTIPLE CONCEPTS.

R.TUCKER 06/13/23

REVISED PER CUSTOMER COMMENTS.

Note: The colors depicted on this rendering
may not match actual colors used on the
finished display. Please refer to the actual
drawing for the approved color specifications.

Note: The cost of providing electrical wiring
to the sign area, all required permits and all
special inspections are not included in this
sign proposal.

Note: The proportion of signs shown on
building and landscape area photos is an
approximate representation.

Note: This sign is intended to be installed in
accordance with the requirements of Article
100 of the National Electrical Code and/or
other applicable local codes. This includes
proper grounding and bonding of the sign.

Randy Tucker

SHEET:

DSN-1.1

CITY OF YUBA CITY
STAFF REPORT

Date: July 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: Aquifer Storage and Recovery Well Project - Consultant Award

Recommendation: Adopt a Resolution with the following actions:

A. Award a Professional Services Agreement to Carollo of Sacramento, CA in the amount of \$2,613,830 for development of environmental documents, permits, plans and specifications, bid services, and hydro geologic and other services for the Aquifer Storage and Recovery Well Project, subject to material terms, with the finding that it is in the best interest of the City

B. 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

C. Authorize the Finance Director to make necessary supplemental appropriations to be reimbursed for the grant funds

Fiscal Impact: \$2,799,412 – CIP Account No. 1320-65501 (Aquifer Storage Recovery System)
 \$2,613,830 – Contract Award
 \$ 130,692 – Design contingency (5%)
 \$ 54,890 – Contract administration (2%)

Purpose:

To sustainably provide additional water resources and store available surface water via underground aquifers 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 California Department of Water Resources (DWR) has awarded the City a \$6,325,000 grant for the construction of a new municipal well with Aquifer Storage and Recovery (ASR) capabilities through the Urban and Multibenefit Drought Relief Grant program.

The next steps for constructing the new ASR well consist of completing a California Environmental Quality Act (CEQA) analysis and a DWR-approved National Environmental Protection Act (NEPA) analysis, obtaining

required permits, and developing plans and specifications. The environmental analysis, permitting, and design involve specialized fields of expertise and staffing levels that exceed current City capacity. Staff therefore issued a Request for Proposals (RFP) on April 20, 2023. The RFP placed an emphasis on understanding of the project, experience with similar ASR work, qualifications/technical ability, and availability to meet the grant timelines.

Analysis:

On May 25, 2023, proposals were received from two (2) qualified consultant firms.

A committee of four City Public Works staff members reviewed the proposals. A breakdown of the scores for each proposal is shown below:

Consultant	Understanding of Project (Max = 80)	Team and Organization (Max = 40)	Staff Qualifications (Max = 80)	Experience with Similar Work (Max = 80)	Schedule and Availability (Max = 80)	City Experience and Knowledge (Max = 40)	Total
West Yost and Associates	61	29	58	56	68	27	307
Carollo	69	33	66	62	64	39	325

Carollo is ranked as the top candidate. Carollo's proposal included a logical approach that was strengthened by their experience with nationally awarded ASR Well projects. The level of effort detailed in their proposal meets the City's rigid schedule for the project that is determined by the grant. They also shared a clear understanding of the City's needs, goals, existing plant issues, and budgetary constraints, which all contributed to their top ranking. Additionally, references were contacted for both consultants. Reference checks confirmed that both consultants are well qualified for the project.

Contract administration and review of documentation for the development of environmental documents, permits, and plans and specifications will be performed by Public Works Department staff. Additionally, staff will coordinate with the City's attorney to address Carollo's comments on the City's professional services agreement. Carollo's comments can be found in Attachment 2.

Due to limited City staffing, construction management, inspection services, and materials testing will need to be provided by an outside consultant. Carollo provided an optional scope of work (Task 9) and cost estimate for these services. Staff will provide a recommendation on these services at a later Council meeting.

Carollo also submitted an optional scope of work (Task 10) for grant research assistance. Preliminary discussions with Carollo indicate that current grant funding is sufficient to complete the project at this time. Staff therefore recommends postponing authorization of this optional task.

Fiscal Impact:

Upon selection of Carollo as the top-ranked consultant, staff met with the consultant team to negotiate a detailed scope of work and fee estimate for a professional services agreement. Staff recommends authorizing development of environmental documents, permits, plans and specifications, hydrogeologic services, engineering services, and other services related to the project (Tasks 1-8 and Optional Tasks 11-12). The estimated total cost to deliver these services is \$2,799,412, which consists of the following components:

Contract amount: \$2,613,830
Design contingency (5%): \$ 130,692

Contract Management (2%): \$ 54,890
Total: \$2,799,412

The approved DWR grant contained a budget amount of \$2,910,000 for consultant design services, as well as \$166,184 of local funds for project administration. The savings from this phase of the project will be applied to the construction phase, if necessary. Sufficient funds are programmed in the Fiscal Year 2023-24 Capital Improvement Program budget through Account No. 1320 (Aquifer Storage Recovery System). However, staff is requesting authorization for the Finance Director to make any necessary supplemental appropriations to be reimbursed for the grant funds.

The City will need to pay consultant invoices prior to being reimbursed at a later date via the DWR grant reimbursement program.

Alternatives:

1. Direct staff to further evaluate the proposals; or
2. Reject the proposals and provide direction on issuing another RFP; or
3. Reject the proposals and postpone design services. Postponing the project will delay construction of the ASR well and may result in the City forfeiting DWR grant funds.

Recommendation:

Adopt a Resolution with the following actions:

1. Award a Professional Services Agreement to Carollo of Sacramento, CA in the amount of \$2,613,830 for development of environmental documents, permits, plans and specifications, bid services, and hydro geologic and other services for the Aquifer Storage and Recovery Well Project, subject to material terms, with the finding that it is in the best interest of the City.
2. 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.
3. Authorize the Finance Director to make necessary supplemental appropriations to be reimbursed for the grant funds.

Attachments:

1. ASR Well Project - Resolution
2. Requested PSA Changes

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 AWARDING A PROFESSIONAL SERVICES AGREEMENT TO CAROLLO OF SACRAMENTO, CA TO DEVELOP ENVIRONMENTAL DOCUMENTS, OBTAIN PERMITS, PREPARE PLANS AND SPECIFICATIONS, AND PROVIDE HYDROGEOLOGIC AND OTHER SERVICES FOR THE AQUIFER STORAGE AND RECOVERY WELL PROJECT, AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT SUBJECT TO REVIEW AND APPROVAL AS TO LEGAL FORM BY THE CITY ATTORNEY, AND AUTHORIZING THE FINANCE DIRECTOR TO MAKE ANY NECESSARY SUPPLEMENTAL APPROPRIATIONS

WHEREAS, it is in the best interest for the City to construct an Aquifer Storage and Recovery Well in order to ensure the City has accessible water resources during times when the City's surface water rights are curtailed; and

WHEREAS, the California Department of Water Resources has awarded \$6,325,000 through the Urban and Multibenefit Drought Relief Grant Program to design and construct an Aquifer Storage and Recovery Well; and

WHEREAS, staff issued a Request for Proposals on April 20, 2023 to determine the most qualified consultant to develop Environmental Documents, obtain Permits, and prepare Plans and Specifications for the Aquifer Storage and Recovery Well and to provide Hydrogeologic and other services; and

WHEREAS, after thorough analysis of the proposals submitted, staff has determined Carollo of Sacramento, CA to be the most qualified consultant to provide said services; and

WHEREAS, it has been determined by the City Council that such infrastructure is 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 hereby awards a Professional Services Agreement to Carollo of Sacramento, CA to develop Environmental Documents, obtain Permits, prepare Plans and Specifications, and provide hydrogeologic and other services in the amount of \$2,744,522, subject to material terms, with the finding that it is in the best interest of the City, and that the City Manager is hereby authorized to execute the contract on behalf of the City, subject to review and approval as to legal form by the City Attorney.
3. The Finance Director is hereby authorized to make the necessary supplemental appropriations to be reimbursed for the grant funds.

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 July 2023.

AYES:

NOES:

ABSENT:

ATTEST:

Wade Kirschner, 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 – Professional Services Agreement

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of _____, by and between the City of Yuba City, a municipal corporation ("City") and Carollo ("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
(Exhibit A)**

- 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 \$2,613,830 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.

13. 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.

14. 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 William Jow
Public Works Department
City of Yuba City
1201 Civic Center Blvd
Yuba City, CA 95993
[(530) 822-]

If to Consultant: **[Name]**
 [Title]
 [Organization, vendor name]
 [Address]
 [City, State, Zip code]
 [Phone number]

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: _____ By _____

Diana Langley
City Manager

[Title]

Attachments: Exhibit A – Scope of Services
 Exhibit B - Insurance Requirements
 Exhibit C - Workers' Compensation Exemption

PROPOSED SCOPE OF SERVICES
CITY OF YUBA CITY
AQUIFER STORAGE AND RECOVER WELL PROJECT

TASK 1 – PROJECT MANAGEMENT

Task 1.1 Project Monitoring and Administration

This task includes project monitoring and administration to maintain project schedule, budget, and adherence to scope. Carollo's project manager will coordinate and communicate with City staff, public agencies, subconsultants, and other project stakeholders in support of the project goals. This task includes development of the project QA/QC plan, preparation of monthly status reports, internal team meetings, regular correspondence with team members, and review of work progress for quality and completion. Monthly status reports will include the following:

- Description of work completed in reporting period
- Percentage complete to date by task and subtask
- Schedule and budget status
- Deliverable status
- Key decisions and action items
- Potential project issues

Task 1.2 Kickoff and Project Progress Meetings

This task includes one project kickoff meeting, three meetings with regulatory agencies (RWQCB, SWRCB, and/or DWR), and four project progress meetings to convene with City staff, discuss review comments, and track key decision items. The kickoff meeting will be held shortly after Notice to Proceed. Project progress meetings are scheduled to occur after City review of the draft Predesign Technical Memorandum, 50%, 90%, and draft 100% design deliverable milestones.

Task 1.3 Grant Management Services

Carollo's grant management specialist will provide comprehensive grant management and administration services for the City's Urban and Multi-Benefit Drought Relief Grant. This task includes meetings with regulating agencies, development of an Excel-based tracking spreadsheet summarizing all funding activities and grant requirements, preparation of quarterly progress reports (including draft submittals for City review and final submittals to DWR), disbursement support and coordination, and grant compliance completion reports.

An Optional Task (Task 10) has been included for supplemental Grant Opportunity Research and Writing, if desired by the City.

Task 1 Deliverables

- QA/QC Plan and Project Guide
- Monthly invoices, project status reports, and schedule updates
- Meeting agendas and minutes

- Decision item, action item, and comment log updates
- Quarterly progress reports
- Project completion report
- Grant completion report
- Legal challenge letters

Task 1 Meetings

- Kickoff meeting (in-person)
- Predesign TM review workshop (in-person)
- 50% design review workshop (in-person)
- 90% design review workshop (in-person)
- Draft 100% design review workshop (in-person)
- Three meetings with regulatory agencies (in-person or virtual as required)

TASK 2 – PREDESIGN

Task 2.1 Review Background Information

This task includes review of available hydrogeologic data by Carollo and key subconsultants - **Luhdorff & Scalmanini Consulting Engineers (LSCE)** and **ASR Systems (ASRS)** - to refine our team's conceptual model to support ASR feasibility, planning, and design. The data review will take into account City goals for future ASR system expansion and evaluation of alternatives for initial and future well placement, injection/extraction cycles, and potential post-extraction treatment requirements.

Task 2.2 Surveying and Mapping

This task includes completion of a design-level topographic survey by **CTA Engineering and Surveying**. The proposed survey extents include portions of the WTP site under consideration for ASR well placement, as well as surrounding areas that may require piping, structural, mechanical, or electrical improvements needed to complete and commission the new ASR well. Record drawings for the WTP site will be reviewed to determine approximate as-built locations of underground facilities for background site map development.

Task 2.3 Geotechnical Recommendations

Universal Engineering Sciences (UES; formerly Wallace-Kuhl & Associates) will review existing geotechnical data and reports furnished by the City to prepare Geotechnical Report with recommendations for pipelines, structure foundations (if required), and other subsurface improvements.

An Optional Task (Task 11) has been included for supplemental geotechnical borings and laboratory analyses if sufficient geotechnical data for the project site is unavailable (dependent on available data and final well location). Optional Task 11 may also be utilized to install piezometers to support the testing and start-up strategy under Task 7.

Task 2.4 Predesign Technical Memorandum

Carollo will use available background information and contemporary data to validate its Feasibility Assessment Report, originally prepared for the City in 2010. An updated feasibility assessment will be included in a Predesign Technical Memorandum (PTM) that will also serve as the basis for final construction documents and in preparation of necessary permits in coordination with regulating agencies.

Additionally, the PTM will include: a list of necessary permits for well construction and operation; determination of water rights and potential torts; determination of RWQCB Notice of Applicability requirements; evaluation of ASR pilot study necessity; conceptual plan for ASR well placement and future ASR system expansion options; description of interconnection approach with the WTP; design criteria for project civil, structural, mechanical, and electrical improvements.

The PTM will include a Class 5 estimate of probable construction cost as defined by AACE International and a preliminary construction schedule for project completion.

A draft PTM will be submitted for CITY review and then refined and resubmitted in final version following the PTM review meeting. All key decisions, action items, and responses to City comments will be tracked and submitted with the final PTM.

Task 2 Deliverables

- Draft and final Geotechnical Report
- Draft and final Preliminary Technical Memorandum

TASK 3 – Environmental Services

Task 3.1 Environmental Compliance

Helix Environmental Planning will provide CEQA and NEPA compliance services for the project. Based on prior experience with similar projects and the requirements of the City's Urban and Multi-Benefit Drought Relief Grant, Helix believes that a CEQA/NEPA Joint Initial Study/Environmental Assessment (IS/EA) is the best approach for environmental compliance. In support of the IS/EA, Helix will prepare a detailed Project Description and conduct technical studies, including aquatic resources delineation, biological resources assessment, and cultural resources assessment. Due to the projects' potential impacts to Feather River flows, Helix will act as liaison to the U.S. Fish and Wildlife Service (USFWS) to support an evaluation of the project and related effects to federally list or candidate species under the Endangered Species Act (ESA), and prepare a Section 7 Biological Assessment, if necessary.

Joint CEQA/NEPA IS/EA documentation will be prepared for City review, including Administrative Draft, Public Review Draft, and Final Joint IS/EA. Helix will also prepare the required Notice of Intent (NOI), Notice of Completion (NOC), draft and final Finding of No Significant Impact (FONSI), and draft and final Notice of Determination to be filed with the County Clerk and State Clearinghouse.

Task 3.2 ASR Well Permitting

The State Water Resources Control Board (SWRCB) has recently recognized that it is the best interest of the state to develop a comprehensive regulatory approach for ASR projects and has adopted general water discharge requirements for ASR project that inject drinking water into groundwater (Order No. 2012-0010-DWQ or ASR General Order). The ASR General Order provides a consistent statewide regulatory framework for authorizing both pilot ASR testing and permanent ASR projects. LSCE and Carollo will conduct a pre-application meeting with both the

RWQCB and DDW (under Task 1) to review the proposed well site and approach to construct the ASR well. LSCE will evaluate and summarize the DDW permitting requirements for the ASR well and prepare the required DDW submittal. The initial DDW submittal document will request siting concurrence for the new well based on compliance with SWRCB setbacks. Concurrence on the well siting is required to proceed with the design and construction of the well. LSCE will also make other DDW submittals for the preliminary and final amended water supply permit. The preliminary water supply permit includes well design information, site plan, and preliminary Drinking Water Source Assessment and Protection (DWSAP) application. The Final water supply permit submittal will include updates to the information from the preliminary submittal in addition to the Operations Plan, well and chlorination data sheets, an engineering report, and final as-built diagrams.

LSCE will contact all applicable agencies as needed to establish permitting requirements for well drilling and construction, flood plain mitigations, encroachment permits, Waste Discharge Requirements, discharge to sanitary sewer, and electrical service application.

Task 3 Deliverables

- Notice of Determination (NOD) for CEQA/NEPA
- IS/EA documentation (Administrative Draft, Public Review Draft, Final)
- Legal Challenge Letters
- Notice of Intent (NOI) Application Package
- Sutter County EHS Well Drilling Permit
- EPA Permit Registration for the ASR System
- Preliminary and final DWSAP Report
- Well Completion Report

TASK 4 – DETAILED DESIGN

After completion of the Predesign phase, the Carollo team will prepare draft and final construction packages for drilling and equipping the ASR well.

Task 4.1 Well Design Construction Documents

LSCE will prepare draft and final specifications including detailed construction requirements to be followed by the well drilling contractor during every phase of the project. Specifications will include minimum acceptable methods for drilling fluid control, conditioning of the borehole for casing and gravel envelope installation, well development and testing, and performance standards. Other site-specific items will include requirements for site security/access control, sound barriers, containment and disposal of drill cuttings and handling of discharge water during development and test pumping in accordance with applicable local, state, and federal regulations.

Task 4.2 Well Equipping – 50% Plans, Specifications, and Estimate

Carollo, with technical oversight and support from ASR Systems, will prepare plans and specifications for site civil, mechanical, electrical, and instrumentation/control improvements for the ASR well. The following major project components are anticipated:

- Vertical turbine pump, motor, column piping, inlet screen, and foot valve.

- Pump discharge head with flanged connections.
- Climate controlled housing structure.
- Variable frequency drive.
- Electrical service from an existing WTP service panel.
- Ancillary mechanical piping and appurtenances for ASR operation and maintenance.

Construction sequencing, shutdown requirements, and interconnection with the WTP will be clearly delineated on the plans with detailed process descriptions outlined in the specifications.

ASR Systems will develop control logic for the ASR well, relying on decades of real-world experience and hands-on ASR operation. Based on discussions with City staff and our evaluation of available data, this scope of work excludes chemical storage, handling, and metering systems.

An interim cost estimate will be prepared in accordance with AACE International guidelines.

Following City review of the 50% design submittal, the Carollo team will meet with City staff to solicit feedback, review comments, and discuss next steps.

Task 4.3 Well Equipping – 90% Plans, Specifications, and Estimate

Following the 50% design review workshop (Task 1), Carollo will develop the 90% design submittal, including an update construction cost estimate. Carollo will provide a comment response log with the 90% design submittal for City review, logging all responses, key decisions, and pending action items. Following City review of the 90% design submittal, the Carollo team will again meet with City staff to solicit feedback and review comments.

Task 4.4 Well Equipping – Draft 100% Plans, Specifications, and Estimate

Following the 90% design review workshop (Task 1), Carollo will develop the draft 100% design submittal, including an updated construction cost estimate. Similar to previous submittals, all prior comment responses, key decisions, and pending action items will be included with the draft 100% submittal for City review ahead of the draft 100% design review workshop.

Task 4.5 Well Equipping – Bid Documents

Following the draft 100% design review workshop (Task 1), Carollo will develop the final (sealed) Bid Set plans and specifications and final construction cost estimate. The Bid Set submittal will include a final comment response log with all key decisions and resolved action items noted for record.

Task 4 Deliverables

- Draft and bid set submittals (Drilling)
- 50% design submittal (Equipping)
- 90% design submittal (Equipping)
- Draft 100% design submittal (Equipping)
- Bid set submittal (Equipping)

Task 4 Assumptions

- All deliverables will be provided in electronic format (PDF).

- City comments will be compiled into a single document for Carollo review.
- Soils are assumed to be adequate for traditionally founded structures; deep foundations will not be required.
- Construction drawings and specifications will be prepared in accordance with Carollo drafting standards, standard specifications, and applicable City standard details.
- Carollo and ASRS will develop control descriptions to be configured by the City's system integrator (to be identified as part of the construction specifications). Control descriptions will be coordinated with P&IDs and process design intent. Control descriptions will be guidelines for the computer control system configuration.
- This scope assumes that the existing electrical service for the WTP and the electrical distribution system of the WTP can support the addition of the pump electrical load, without the replacement of the service or replacement of critical electrical equipment that would lead to a replacement of significant electrical equipment.
- Standby generator upsizing, replacement, or installation is not required.

TASK 5 – BIDDING ASSISTANCE

This task provides bidding assistance for two separate bid packages (Drilling and Equipping) as described under Task 4.

Task 5.1 Attend Pre-Bid Conference

LSCE's project manager will attend the pre-bid conference for the Well Drilling package; Carollo's project manager will attend the pre-bid conference for the Well Equipping package. At both conferences (assumed to occur separately), team members will note any questions to be addressed by addendum.

Task 5.2 Prepare Addenda

Carollo and LSCE, with technical support from ASR Systems, will prepare addenda in response to questions received at the pre-bid conferences or separately through the City's Public Purchase system. Addenda will be submitted to the City for distribution via Public Purchase.

Task 5.3 Bid Tab Evaluation

Carollo and LSCE will review the submitted contractor bids for each package and prepare a bid tab evaluation for the City.

Task 5.4 Conformed Documents

Carollo will prepare conformed documents for the selected contractor, incorporating all addenda issued as part of the bidding process.

Task 5 Assumptions

- City staff will administer the bid process, including posting bid advertisements, receiving questions from prospective bidders, issuing responses to questions (responses provided by Carollo and LSCE), scheduling pre-bid conferences, receiving bids, publicly opening bids, and posting bid results.
- Up to two addenda for each bid package are assumed under this task.

TASK 6 – ENGINEERING SERVICES DURING CONSTRUCTION

Task 6.1 Pre-Construction Conference

Carollo and LSCE will attend pre-construction conferences for each construction package (assumed to occur separately) with the contractor to answer technical or logistical questions concerning project approach and completion.

Task 6.2 ASR Well Construction Oversight

LSCE will provide well drilling oversight services, including verification of ASR well location, witnessing conductor/surface casing installation, monitoring drilling operations and borehole construction, inspecting and verifying casing and screen materials, witnessing borehole conditioning and casing assembly installation, and inspecting gravel pack and seal placement and estimate final quantities for installation.

Task 6.3 Engineer Site Visits and Progress Meetings

Carollo's project manager or project engineer will attend regular progress meetings for the duration of well equipping construction. This task assumes attendance at up to 24 meetings over a 12-month construction duration.

Task 6.4 Respond to RFIs

Carollo and LSCE will respond to requests for information (RFIs) submitted by the contractor to the City or Construction Manager. Responses will be submitted in writing and delivered to the City or Construction Manager via email. Review of up to 40 RFIs is assumed under this task.

Task 6.5 Shop Drawing Submittal Review

Carollo and LSCE will review shop drawing submittals for compliance with project plans and specifications. Review of 80 submittals and resubmittals is assumed under this task.

Task 6.6 Prepare Design Clarifications

Carollo will prepare design clarifications as required in response to RFIs or unanticipated site conditions. Up to five design clarifications are assumed under this task.

Task 6.7 Final Acceptance Walk

Carollo's project manager or project engineer will attend a final acceptance job walk as scheduled by the City and Construction Manager and note any final items required for project completion.

Task 6.8 Record Drawings

CONSULTANT will prepare record drawings based on as-built markups provided by the contractor, City, or Construction Manager.

Task 6 Assumptions

- The total duration of construction will not exceed 12 months.
- Due to uncertain conditions in material supply chains and the current bidding environment, this is a preliminary estimate of construction schedule based on available information; the anticipated construction schedule will be updated as design progresses and submitted to the City with each design deliverable (see Task 4).
- Attendance at up to 24 on-site construction progress meetings is assumed.

- Responses to up to 40 RFIs and 80 shop drawing submittals are assumed.
- Responses to up to five design clarifications or change orders are assumed.
- Materials testing during construction is excluded from this task (see Task 9 - Construction Management Services).

TASK 7 – TESTING, START-UP, AND TRAINING

This task provides for ASR well “cycle one” commissioning support, including interim recharge, to evaluate the operation of the ASR well and adjust controls to optimize long-term operation. ASR Systems will conduct operator training; provide a first-year cycle-testing plan to guide ASR operations; monitor data from well operations during the first year after completion of wellhead facilities; and recommend any needed adjustments. The cycle one commissioning support is anticipated to occur over a duration of 12 months and include the following phases:

- Phase I – Manual Startup. The objective for Phase I commissioning is to verify proper operation of equipment and facilities in manual mode in accordance with the design concept. The Carollo team will verify that each process, associated mechanical equipment, associated hydraulic control devices, and conveyance components operates properly under actual operating conditions. This includes verification that all hard-wired electrical control interlocks and safeguards are functioning properly.
- Phase II – Transition to Computer Operation Mode. The objective of Phase II commissioning is for the engineer to verify the proper remote control and operation (to the degree of automation included in the instrumentation system design) of the facility in accordance with the design concept. The engineer will verify that each system, associated mechanical equipment, and instrumentation system components operate properly under actual operating conditions. This includes verification that all software-based electrical/process control monitoring, interlocks, automatic control logic, alarms, and report generation subroutines are functioning properly.
- Phase III – Transition from Engineer to City Operation. The objective of Phase III commissioning is for Carollo to assist the City in the satisfactory transition of the remote control operation from the engineer to City staff operation. Carollo will continue to document areas of operational concern encountered during the transition to City operation with a determination of whether any item of concern is a contractor warranty issue or requires a design modification. Carollo will monitor the documented concerns and promptly notify the contractor of all warranty issues.

Prior to testing, a workshop and agenda would be prepared for the City to discuss the proposed test program. Specific tasks developed as a result of the workshop could include the following:

- Installation of submersible pressure transducers in monitoring well piezometers at the injection/extraction well site.
- Weekly downloading and processing of data from each monitoring well and pumping well or ASR well.
- Collection and processing of ASR well static and pumping water levels, pumping/injection rate, and discharge/injection pressures from the City.
- Field measurements that include pH, dissolved oxygen, oxidation-reduction potential, temperature, and conductivity.
- Weekly collection and analysis of water samples from each piezometer and injection/extraction well (general physical and general mineral constituents, to be determined).

- Groundwater samples sent to a third-party lab for analysis.
- Preparation of a monthly Test Report Technical Memorandum addressing the specific work, including water quality analysis summaries performed by the project team. The draft TM will be submitted to the City for review, and the City's comments will be incorporated into the final TM.

TASK 8 – OPERATIONS AND MAINTENANCE MANUALS

Carollo and ASR Systems will prepare a standalone O&M manual for the ASR well. The manual will describe all aspects of ASR well operation, including operational criteria, control logic, and system limitations.

TASK 9 – CONSTRUCTION MANAGEMENT AND MATERIALS TESTING SERVICES (OPTIONAL)

Carollo provides a full scope of construction management services for water infrastructure projects ranging from wells and pipelines to full-scale water treatment plants. Our project geotechnical engineer, UES (formerly Wallace-Kuhl & Associates) is equipped to provide materials testing services out of its West Sacramento testing laboratories for soils, asphalt, concrete, and steel as required to meet project standards and specifications.

Carollo has a proven workplan with demonstrated success on similar-scale water infrastructure projects. If construction management services from Carollo are desired by the City, our team can furnish additional staff resumes and samples of RFI logs, shop drawing submittal review forms, change order review forms, progress payment applications, and other process documentations. Our construction management team is also well-versed in multiple construction document management systems and scheduling platforms to meet the specific needs of the City.

TASK 10 – GRANT OPPORTUNITY RESEARCH AND WRITING (OPTIONAL)

If requested, Carollo's grant management specialist can assist the City in researching State and Federal funding opportunities for supplemental grants or low interest loans to address potential funding gaps. As opportunities are identified, Carollo will contact the issuing agency to better understand the funding opportunity requirements and City project eligibility, as requested by the City. If opportunities are identified, Carollo can assist the City or lead the development of the grant application per the funding agency's requirements and, if requested, submit the grant package on behalf of the City.

This Optional Task assumes up to 80 hours of grant management specialist time for as-needed research. Specific effort estimates for preparation of grant funding applications will be determined depending on identified opportunities in coordination with City staff.

TASK 11 – SUPPLEMENTAL GEOTECHNICAL BORINGS (OPTIONAL)

If insufficient geotechnical data is available for the project (dependent on final ASR well location and proximity to point of connection to the WTP), UES will perform up to two additional borings and two cone penetration tests with associated laboratory testing. The final cost and level of effort associated with this optional task will be dependent on location and depth of the borings.

Supplemental geotechnical borings under this task could be used to install piezometers to support the testing and start-up strategy described under Task 7. If supplemental borings are

not required for geotechnical purposes, the need for piezometers can be discussed with City staff when developing a final testing program for the ASR well.

TASK 12 – PROGRAMMING (OPTIONAL)

The purpose of this Task Order is to describe the programming services provided by Carollo that are required to support the City during the construction phase of ASR Well No. 3.

Task 12.1 Project Coordination

The purpose of this task is to provide ongoing project coordination, management, review of deliverables, and project meetings.

Task 12.1.1 Project Management. All phases of the work will be managed under a single project management task for project execution, office administration, invoicing, coordinating work of the programming team, and coordinating and reporting on the progress of the project to the City.

Task 12.1.2. Project Administration. Project Manager (PM) will assign labor resources for completion of project tasks, review work products, respond to City requests and concerns, and maintain communications with City staff to ensure satisfactory completion of the work on schedule and within budget. Under this task, Project Manager will also prepare progress reports to send with monthly billing invoices.

Task 12.1.3. Progress Calls. Carollo's PM will schedule and participate in weekly status calls with the City's PM throughout completion of Tasks 1 through 6 (construction phase PM is covered elsewhere in this scope). These calls will be used to review status of the work, action items, information needs, the decision log, and the project look ahead schedule.

Task 12.1.4 Meetings. Carollo will schedule a project kick-off meeting and technical review meetings to facilitate dialogue between all project team members and to review schedule and coordination required between the ICSC and Programmer.

Coordination meetings with key staff will be scheduled as telephone conference calls.

We propose the following meetings during the design phases of the project:

- Kickoff Meeting (4 hours)
- Weekly Coordination Meetings (1/2 hour calls for 12 weeks)
- Programming Standards Review Workshop (4 hours)
- System Optimization Strategy Workshop (4 hours)
- Programming Workshop (4 hours)
- Implementation Planning (2 hours)
- Up to three additional miscellaneous project meetings (as required) averaging 2-hours each with the programming team's PM and Lead Programmer.

Task 12.1.5 Quality Control/Quality Assurance. Carollo will provide quality control and quality assurance throughout project completion. This includes completion of a task to set up a system for tracking work progress and expenditures, per Carollo standard procedures. Carollo's PM will ensure the completion of formal internal review procedures (which includes formal review by senior staff) prior to submittal of all project deliverables to provide an objective check on the adequacy of the design and related work products.

Task 12.1 Meetings

- Kickoff Meeting
- Weekly Coordination Meetings
- Three additional project meetings throughout the project

Task 12.1 Deliverables

- Information Request Log Meeting agendas, presentation materials, handouts, and meeting summary notes.
- Monthly invoices.
- Monthly progress reports.

Task 12.1 Assumptions

- Project management fee is based on an overall project duration projection of 12 weeks.
- The level of effort for PM calls is based on weekly 1-hr conference calls between Carollo and the City's project manager, with other City staff invited by the City's project manager.
- The fee estimate for additional project meetings (3) assumes participation of two (2) Carollo team members for an average of two (2) hours per meeting.

Task 12.2 Programming Investigations

Task 12.2.1 Engineering and Programming Investigations. Carollo will work with the City's SCADA staff to review the City's existing programming standards that have been developed. This effort should include review of the following:

- SCADA network diagram
- Control strategies
- HMI programming standards
- PLC programming standards
- Reporting requirements
-

Carollo's PM will develop an Information Request Log, which will be updated and shared with the City regularly to facilitate ongoing collection of data/information and on-schedule completion of the work.

Task 12.2 Meetings

- Programming Standards Workshop
- System Optimization Strategy Workshop

Task 12.2 Assumptions

- City will provide Carollo's Programmer with their existing programming standards and template PLC and HMI files.

Task 12.3 Process Control Software Development

Carollo will provide PLC and HMI programming for two well sites using the City provided templates as outlined in Task 2 as a starting point. The programming for the HMI and PLC will follow the P&IDs and process control narratives developed by Carollo for this project.

Task 12.3.1 Configure Hardware and Software Carollo's programmer will install and configure all software for the local OIT and PLC at the well sites.

Task 12.3.2 PLC Programming Carollo's Programmer will develop the process logic programming for one (1) new PLC supplied by the Contractor under the instrumentation and controls sections of the specifications.

PLC code will include program documentation and comments in accordance with project programming standards. Programmer will provide annotated function blocks to assist with future adjustments/troubleshooting of the program.

Programmer will perform the SCADA and PLC monitoring and control functions defined in the applicable control strategies in the Construction Contract Documents.

Programmer will not be responsible for the programming of PLCs provided by packaged system vendors; this shall be the responsibility of the Contractor's suppliers.

PLC's provided by vendors of packaged systems will be integrated into the SCADA system by Carollo's Programmer. This will require coordination of programming work between Programmer and the vendors. The vendors shall be responsible for all logic in their respective PLCs, and they shall be required to define the PLC registers in their PLCs that will allow remote starting and stopping of their systems, monitoring of data for display, alarming, event logging, trending, etc., and any other functions as required by the Construction Contract documents.

Other equipment vendors that will have local control panels or digital interfaces that must interface with the SCADA/PLC system in a special way. Programmer will coordinate with the equipment suppliers to provide proper control functionality between their equipment and the SCADA system.

Carollo's Programmer will coordinate the HMI and PLC interfaces with these equipment suppliers. This will require vendor coordination meetings, review of equipment submittals, and exchange of technical information. Carollo's Programmer will submit RFIs to the Construction Manager for transmittal to the Contractor, as needed.

Task 12.3.3 HMI Programming Carollo's Programmer will configure / program the SCADA operator interface system to incorporate new signals and graphic screens per the project process and instrumentation drawings. Programmer will develop HMI graphic screens to provide monitoring and control of equipment connected to the PLC's, including PLCs programmed by the Contractor (through suppliers and subcontractors) that are connected to the PCN via Ethernet.

Graphic screens and other aspects of the SCADA software configuration will conform to the programming standards as reviewed during the software standards workshop.

Carollo's Programmer will review all HMI screens with OWNER staff prior to installation and startup. Programmer will incorporate all comments, revisions and changes provided by the City staff into the final configuration of the SCADA application software.

Carollo's Programmer will provide data tags for inclusion by the City into the existing Historian. City Staff shall perform all configuration and testing of the new historical data added to the existing historian.

Programmer will create and test a total of ten (10) trend screens based on decisions made with the City's Staff during the Software Coordination Meeting.

Task 12.3.4 Implementation Planning Carollo's Programmer will coordinate with the City's SCADA staff and ICSC to facilitate a software implementation meeting to go over factory test and field-testing procedures.

Task 12.3 Meetings

- Programming Standards Review Workshop
- System Optimization Strategy Workshop
- Programming Workshop
- Vendor Coordination Meetings
- Implementation Planning

Task 12.3 Deliverables

- PLC program for well sites
- HMI program for well sites
- Implementation Plan

Task 12.3 Assumptions

- ICSC will procure and install all hardware relating to the PCS.
- ICSC will deliver the PLC and OIT to Carollo's programmer 8 weeks prior to the scheduled FAT for configuration, programming, and testing activities as outlined in this scope.
- The City will provide all software licenses required for the OITs.
- The City will provide programming standards and PLC and OIT templates to Carollo's Programmer for use.
- Carollo is not responsible for programming or testing any vendor system PLCs or OITs.
- One set of HMI screens will be developed for use at both the Well Site OIT and the City's central control center.

Task 12.4 Acceptance Testing

Task 12.4.1 Configure Hardware and Software Carollo's Programmer will test all control strategies with the associated HMI applications to validate the control logic and corresponding graphical interface prior to installation.

Task 12.4.2 Factory Acceptance Test Carollo's Programmer will attend the PCS control panel FAT at ICSC's facility.

Task 12.4 Deliverables

- Test Forms

Task 12.5 Installation, Testing, Startup, and Commissioning

Under this task Carollo will coordinate onsite installation, testing, startup, and commissioning with the City's staff and the ICSC.

Task 12.5.1 Onsite Installation Carollo's Programmer will coordinate the installation of the Computer Control Systems and HMI software applications with City SCADA staff.

Task 12.5.2 Complete End-to-End Testing (CEET) Carollo will work with the Contractor to provide CEET of instrumentation devices and subsystems as specified in Section 17950. Prerequisite for the instrumentation devices and subsystems loop check/validation installation tests is the submission of all loop drawings for review and approval and the ICSC's completed control system installation. The instrumentation devices and subsystems CEET will occur only after the Contractor has submitted certified test reports that all field wiring has been tested and verified against the loop drawings. During the CEET, signals are tested through the PLC program, network, and to the OIT.

The CEET will be performed by the Programmer and Contractor working together, with assistance from the City and/or the inspection staff, as needed. Carollo's Programmer will provide staff to verify input signals at, and create output signals from, the SCADA system. Carollo has included no more than three (eight hour) days per well site for completion of the CEET.

Task 12.5.3 Functional Testing (FT) Carollo will provide Functional Testing (FT) as specified in Section 17950 following the completion of CEET and the Contractor's testing of the manual operation of equipment. The FT will be performed by Carollo's Programmer with assistance from the Contractor and City Staff as needed.

The purpose of the FT is to verify the proper operation of all PLC control logic and its interaction with field equipment and devices. Carollo's Programmer will exercise programs, conduct tests, record results, and tune any feedback loops. Contractor staff will be responsible for equipment operation and verification of correct field operation results. Carollo has included no more than three (eight hour) days per well site for completion of the FT.

Task 5.4 Process Startup and Commissioning The process startup will verify that the performance meets the contract document requirements. The process startup includes control loop tuning, individual process area startups followed by facility-wide process startup.

Once the performance tests have been verified, the Process Operational period begins. The Process Operational Period is a 30-day performance test to prove the facility conforms to the contract document requirements. Carollo's programmer will be available on an as needed basis during this period.

Task 12.5 Deliverables

- Test Forms

Task 12.5 Assumptions

- Loop validation testing will be completed by the Contractor and approved by the City prior to testing activities outlined in this task.
- Contractor, ICSC, and City Staff will assist Carollo's programmer for the testing activities outlined in this task.

Task 12.6 Final Documentation and Follow-up Services

Task 12.6.1 Operation and Maintenance (O&M) Manuals Carollo will provide the following as part of the O&M Manuals:

1. CEET and FT results
2. SCADA system hardware and software
3. PLC system software
4. Final PLC programs, including final flow charts, annotated function blocks
5. Final control sequencing describing startup, operation, shutdown, and safety procedures

Electronic copies of the individual O&M sections listed above will be delivered to the Contractor for incorporation into the overall project O&M manual.

Task 12.6.2 Warranty Period Services Carollo will provide the following Warranty Period Services:

1. On-call, dial-in adjustments during the 1-year warranty period following substantial completion of the construction contract.
2. Attempt to troubleshoot the problem over the telephone to determine the cause and whether the reported problem is covered under warranty services.
3. If the problem is covered under warranty services, Carollo's Programmer will determine the cause, determine what repairs or corrections are necessary, and perform necessary work.
4. Provide on-site staff to perform software repairs. Carollo's Programmer will generally require one to two (1-2) working days' notice to perform on-site repairs. However, for serious problems that disrupt treatment operations, the Programmer will make every reasonable effort to arrive on site as soon as possible after notification of the problem.
5. If the Programmer believes a reported problem is not covered under Warranty Services, the Programmer will promptly notify the City. The City will then either obtain repairs through other means or direct the Programmer to proceed with repairs.
6. The City's Staff and Programmer will attempt to mutually determine and agree if a reported problem is covered by Warranty Services

Note: Warranty Services do not cover equipment, materials, services, or software provided by others. Warranty Services do not include equipment damage caused by misuse, accidental damage, electrical surges, or other events out of the control of the Programmer. Warranty Services do not include work performed by the City or by the Contractor and others hired by the City. The reloading of programs, software files and configuration parameters that becomes

necessary due to the failure of equipment provided by others or the negligent acts of others (i.e., not the Programmer) is not covered by the warranty.

Task 12.6 Deliverables

- O&M Manual

Task 12 City Staff Assistance

City staff is expected to provide the following services:

- Attend all coordination meetings, construction meetings, and conference calls. Coordinate with interested City departments for attendance as required.
- Provide review of PLC and HMI programs to be installed at the well sites.
- Participate in and attend meetings with the project team to discuss issues, concerns, opportunities, and challenges.

CITY OF YUBA CITY
AQUIFER STORAGE AND RECOVERY WELL PROJECT
FEE PROPOSAL



	Carollo Engineers, Inc. ¹																			Subconsultants						Project Total	
	Principal-In-Charge	Technical Advisor	Quality Assurance	Project Manager	Project Engineer	Civil/Site Engineer	Structural Engineer	Electrical Engineer	Instrument. Engineer	Programming	Discipline Support	Grant Management	Senior CAD Tech.	CAD Tech.	Doc. Process.	Total Hours	Labor Cost	PECE ²	Expenses ²	CTA Engineering	UES	Helix Environmental	Luhdorff & Scalmanini	ASR Systems	Sub. Markup ³		
	Christina Romano	Dave Siebert	Justin Peterson	Michael Ducker	Bryan Burnitt	Ryan Hook	Mike Dadik	Erik Bahneman	Daniel Robinson	Professional	Professional	Kim Lightner								Surveying	Geotech	CEQA/ NEPA	Well Design	ASR Support			
1 Project Coordination and Administration																											
1.1 Project Monitoring and Administration	4	-	-	96	-	-	-	-	-	-	-	-	-	-	-	100	\$ 31,252	\$ 1,400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 32,652	
1.2 Kickoff and Project Progress Meetings	4	4	12	48	64	-	-	16	16	-	-	12	-	-	8	184	\$ 51,948	\$ 2,576	\$ 1,480	\$ -	\$ -	\$ -	\$ -	\$ 10,000	\$ 25,160	\$ 3,516	\$ 94,680
1.3 Grant Management Services	-	-	-	-	-	-	-	-	-	-	-	378	-	-	-	378	\$ 80,892	\$ 5,292	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 86,184	
TASK 1 TOTAL	8	4	12	144	64	-	-	16	16	-	-	390	-	-	8	662	\$ 164,092	\$ 9,268	\$ 1,480	\$ -	\$ -	\$ -	\$ -	\$ 10,000	\$ 25,160	\$ 3,516	\$ 213,516
2 Predesign																											
2.1 Review Background Information	-	-	-	4	16	-	-	-	-	-	-	-	-	-	-	20	\$ 5,452	\$ 280	\$ -	\$ -	\$ -	\$ -	\$ 6,640	\$ 4,480	\$ 1,112	\$ 17,964	
2.2 Surveying and Mapping	-	-	-	2	4	-	-	-	-	-	-	-	-	-	-	6	\$ 1,674	\$ 84	\$ 60	\$ 6,900	\$ -	\$ -	\$ -	\$ -	\$ 690	\$ 9,408	
2.3 Geotechnical Recommendations	-	-	-	2	4	-	4	-	-	-	-	-	-	-	-	10	\$ 2,918	\$ 140	\$ -	\$ -	\$ 9,600	\$ -	\$ -	\$ -	\$ 960	\$ 13,618	
2.4 Predesign Technical Memorandum	2	4	4	16	120	16	8	16	16	-	40	-	16	-	8	266	\$ 72,538	\$ 3,724	\$ -	\$ -	\$ -	\$ -	\$ 24,856	\$ 11,280	\$ 3,614	\$ 116,012	
TASK 2 TOTAL	2	4	4	24	144	16	12	16	16	-	40	-	16	-	8	302	\$ 82,582	\$ 4,228	\$ 60	\$ 6,900	\$ 9,600	\$ -	\$ 31,496	\$ 15,760	\$ 6,376	\$ 157,002	
3 Permitting and Environmental Services																											
3.1 Environmental Compliance (CEQA/NEPA)	-	-	-	4	40	-	-	-	-	-	-	-	-	-	-	44	\$ 11,764	\$ 616	\$ -	\$ -	\$ -	\$ 107,960	\$ -	\$ -	\$ 10,796	\$ 131,136	
3.2 ASR Well Permitting	-	8	-	4	40	-	-	-	-	-	-	-	-	-	-	52	\$ 14,556	\$ 728	\$ -	\$ -	\$ -	\$ -	\$ 64,396	\$ 4,640	\$ 6,904	\$ 91,224	
TASK 3 TOTAL	-	8	-	8	80	-	-	-	-	-	-	-	-	-	-	96	\$ 26,320	\$ 1,344	\$ -	\$ -	\$ -	\$ 107,960	\$ 64,396	\$ 4,640	\$ 17,700	\$ 222,360	
4 Detailed Design																											
4.1 Well Drilling - Plans, Specifications, and Estimate	-	-	4	8	12	16	-	-	-	-	-	-	-	-	-	40	\$ 11,864	\$ 560	\$ -	\$ -	\$ -	\$ -	10,638	\$ 6,640	\$ 1,728	\$ 31,430	
4.2 Well Equipping - 50% Plans, Specifications, and Estimate	2	16	20	40	152	28	16	44	32	-	328	-	180	156	88	1,102	\$ 266,522	\$ 15,428	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 61,300	\$ 6,130	\$ 349,380	
4.3 Well Equipping - 90% Plans, Specifications, and Estimate	2	16	20	40	108	16	12	32	24	-	228	-	112	112	32	754	\$ 187,130	\$ 10,556	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 33,160	\$ 3,316	\$ 234,162	
4.4 Well Equipping - 90% Plans, Specifications, and Estimate	2	16	20	40	80	16	8	20	16	-	152	-	80	80	32	562	\$ 139,994	\$ 7,868	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,560	\$ 756	\$ 156,178	
4.5 Well Equipping - Bid Documents	2	16	16	40	64	12	8	20	16	-	136	-	80	80	32	522	\$ 129,090	\$ 7,308	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,320	\$ 732	\$ 144,450	
TASK 4 TOTAL	8	64	80	168	416	88	44	116	88	-	844	-	452	428	184	2,980	\$ 734,600	\$ 41,720	\$ -	\$ -	\$ -	\$ -	\$ 10,638	\$ 115,980	\$ 12,662	\$ 915,600	
5 Bidding Assistance																											
5.1 Attend Pre-Bid Conference	-	-	-	4	4	-	-	-	-	-	-	-	-	-	-	8	\$ 2,296	\$ 112	\$ 120	\$ -	\$ -	\$ -	\$ -	\$ 572	\$ 2,240	\$ 281	\$ 5,621
5.2 Prepare Addenda	-	-	-	4	12	2	2	2	2	-	8	-	8	-	6	46	\$ 11,642	\$ 644	\$ -	\$ -	\$ -	\$ -	\$ 900	\$ 6,140	\$ 704	\$ 20,030	
5.3 Bid Tab Analysis	-	-	-	2	4	-	-	-	-	-	-	-	-	-	-	6	\$ 1,674	\$ 84	\$ -	\$ -	\$ -	\$ -	\$ 692	\$ -	\$ 69	\$ 2,519	
5.4 Conformed Documents	-	-	-	2	8	-	-	-	-	-	8	-	4	12	4	38	\$ 8,230	\$ 532	\$ -	\$ -	\$ -	\$ -	\$ 3,272	\$ -	\$ 327	\$ 12,361	
TASK 5 TOTAL	-	-	-	12	28	2	2	2	2	-	16	-	12	12	10	98	\$ 23,842	\$ 1,372	\$ 120	\$ -	\$ -	\$ -	\$ -	\$ 5,436	\$ 8,380	\$ 1,382	\$ 40,532
6 Engineering Services During Construction																											
6.1 Attend Pre-Construction Conference	4	-	-	4	4	-	-	-	-	-	-	-	-	-	-	12	\$ 3,916	\$ 168	\$ 120	\$ -	\$ -	\$ -	\$ -	\$ 1,744	\$ 1,660	\$ 340	\$ 7,948
6.2 ASR Well Construction Oversight	-	-	-	8	8	-	-	-	-	-	-	-	-	-	-	16	\$ 4,872	\$ 224	\$ 220	\$ -	\$ -	\$ -	\$ -	\$ 54,276	\$ 9,800	\$ 6,408	\$ 75,800
6.3 Engineer Site Visits and Progress Meetings	-	-	-	96	144	-	-	-	-	-	-	-	-	-	-	240	\$ 71,856	\$ 3,360	\$ 1,300	\$ -	\$ -	\$ -	\$ -	\$ 1,444	\$ 13,440	\$ 1,488	\$ 92,888
6.4 Respond to RFIs	-	12	12	80	20	12	20	20	20	-	40	-	-	-	-	228	\$ 69,600	\$ 3,192	\$ -	\$ -	\$ -	\$ -	\$ 4,200	\$ 11,960	\$ 1,616	\$ 90,568	
6.5 Shop Drawing Submittal Review	-	20	20	40	80	32	32	32	32	-	120	-	-	-	-	408	\$ 125,240	\$ 5,712	\$ -	\$ -	\$ -	\$ -	\$ 3,272	\$ 25,460	\$ 2,873	\$ 162,557	
6.6 Prepare Design Clarifications	4	20	-	20	40	48	12	12	12	-	80	-	16	40	-	304	\$ 87,312	\$ 4,256	\$ -	\$ -	\$ -	\$ -	\$ 1,644	\$ 1,660	\$ 330	\$ 95,202	
6.7 Final Acceptance Walk	-	-	-	8	8	-	-	-	-	-	-	-	-	-	-	16	\$ 4,872	\$ 224	\$ 120	\$ -	\$ -	\$ -	\$ -	\$ 944	\$ 8,640	\$ 958	\$ 15,758
6.8 Record Drawings	-	-	-	8	16	16	-	-	-	-	-	-	-	40	-	80	\$ 19,224	\$ 1,120	\$ -	\$ -	\$ -	\$ -	\$ 2,912	\$ 2,160	\$ 507	\$ 25,923	
TASK 6 TOTAL	8	52	32	196	380	116	56	64	64	-	240	-	16	80	-	1,304	\$ 386,892	\$ 18,256	\$ 1,760	\$ -	\$ -	\$ -	\$ -	\$ 70,436	\$ 74,780	\$ 14,522	\$ 566,646
7 Testing, Start-Up, and Training																											
7.1 ASR Well Commissioning and Training	4	8	16	40	80	-	-	-	-	-	-	-	-	-	-	148	\$ 45,240	\$ 2,072	\$ 440	\$ -	\$ -	\$ -	\$ -	\$ 115,660	\$ 11,566	\$ 174,978	
TASK 7 TOTAL	4	8	16	40	80	-	-	-	-	-	-	-	-	-	-	148	\$ 45,240	\$ 2,072	\$ 440	\$ -	\$ -	\$ -	\$ -	\$ 115,660	\$ 11,566	\$ 174,978	
8 Operations and Maintenance Manuals																											
8.1 Prepare O&M Manuals	-	-	-	8	24	-	-	8	8	-	24	-	-	-	8	80	\$ 22,528	\$ 1,120	\$ 440	\$ -	\$ -	\$ -	\$ -	\$ 32,400	\$ 3,240	\$ 59,728	
TASK 8 TOTAL	-	-	-	8	24	-	-	8	8	-	24	-	-	-	8	80	\$ 22,528	\$ 1,120	\$ 440	\$ -	\$ -	\$ -	\$ -	\$ 32,400	\$ 3,240	\$ 59,728	
Project Total (Base Scope)	30	140	144	600	1,216	222	114	222	194	-	1,164	390	496	520	218	5,670	\$ 1,486,096	\$ 79,380	\$ 4,300	\$ 6,900	\$ 9,600	\$ 107,960	\$ 192,402	\$ 392,760	\$ 70,962	\$ 2,350,360	
Optional or As-Needed Tasks																											
9 Construction Mngmnt. and Matls. Testing Services (Optional)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	(TBD)
10 Grant Opportunity Research and Writing (Optional)	-	-	-	8	-	-	-	-	-	-	-	72	-	-	-	80	\$ 17,896	\$ 1,120	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 19,016
11 Supplemental Geotechnical Borings (Optional)	-	-	-	8	8	-	-	-	-	-	16	-	-	-	-	28	\$ 7,556	\$ 392	\$ -	\$ -	\$ 16,400	\$ -	\$ -	\$ -	\$ -	\$ 1,640	\$ 25,988
12 Programming	-	-	-	4	8	-	-	-	-	-	832	-	-	-	-	844	\$ 222,164	\$ 11,816	\$ 3,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 237,480
OPTIONAL OR AS-NEEDED TOTAL	-	-	-	16	16	-	-	-	-	-	832	16	72	-	-	952	\$ 247,616	\$ 13,328	\$ 3,500	\$ -	\$ 16,400	\$ -	\$ -	\$ -	\$ -	\$ 1,640	\$ 282,484
Project Total (incl. Optional or As-Needed)	30	140	144	616	1,232	222	114	222	194	832	1,180	462	496	520	218	6,622	\$ 1,733,712	\$ 92,708	\$ 7,800	\$ 6,900	\$ 26,000	\$ 107,960	\$ 192,402	\$ 392,760	\$ 72,602	\$ 2,632,844	
Notes:																											

(1) Rates are based on Carollo Engineers, Inc., Fee Schedule as of Jan 1, 2023 for California.
(2) Other direct costs (ODC) include mileage traveling to/from meetings at IRS Federal Rate, travel at cost and Project Equipment and Communication Expense (PECE) at \$14 per direct labor hour.
(3) Includes Subconsultant markup of 10%.

Exhibit B
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.

Exhibit C
Certificate of Exemption From
Workers' Compensation Insurance

I hereby certify that in the performance of the work for which the Agreement is entered into, I shall not employ any person in any manner so as to become subject to the Worker's Compensation Laws of the State of California.

Executed on this _____ day of _____, 200__, at Yuba City, California.

By: _____

Title: _____

[Add Consultant's name and title]

Attachment 2

H. Proprietary Information and Professional Services Agreement

Proprietary Information

Carollo Engineers does not consider any of the information contained in this proposal to be proprietary. This proposal does not contain copyrighted material, trade secrets, or other proprietary information claimed as exempt from disclosure under the Public Records Act.

Professional Services Agreement

The following requested modifications were effectuated in Carollo's last contract with the City from 2016, except where noted otherwise.

Section 7:

Add the following to the end of the paragraph:

"Any reuse of completed documents or use of partially completed documents without written verification or concurrence by Consultant for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Consultant."

Section 14:

Add the following to the end of the paragraph:

"In the event the subject action alleges negligence on the part of Consultant and/or City, or any third parties not under contract with Consultant, Consultant's obligations regarding City's defense under this paragraph include only the reimbursement of City's reasonable defense costs incurred to the extent of Consultant's negligence as expressly determined by a final judgment, arbitration, award, order, settlement, or other final resolution. Consultant shall not be responsible for warranties, guarantees, fitness for a particular purpose, breach of fiduciary duty, loss of anticipated profits or for economic, incidental or consequential damages to City or any third party arising out of breach of contract, termination, or for any other reason whatsoever."

New Sections 15 through 18:

15. **City-Provided Information and Services.** City shall furnish Consultant available studies, reports and other data pertinent to Consultant's services; obtain or authorize Consultant to obtain or provide additional reports and data as required; furnish to Consultant services of others required for the performance of Consultant's services hereunder, and Consultant shall be entitled to use and rely upon all such information and services provided by City or others in performing Consultant's services under this Agreement.
16. **Access.** The OWNER shall arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services hereunder.
17. **Cost Estimates.** Consultant has no control over the cost of labor, materials, equipment or services furnished by others, or over Contractor's methods of determining prices, or other competitive bidding or market conditions, practices or bidding strategies. Cost estimates are based on Consultant's opinion based on experience and judgment. Consultant cannot and does not guarantee that proposals, bids or actual Project construction costs will not vary from cost estimates prepared by Consultant.
18. **Services During Construction.**
 - A. If the project involves construction of any kind, the parties agree that City and Consultant shall be indemnified to the fullest extent permitted by law for all claims, damages, losses and expense including attorney's fees arising out of or resulting from Contractor's performance of work including injury to any worker on the job site except for the sole negligence of City or Consultant. Both City and Consultant shall be named as additional primary insured(s) by Contractor's General Liability and Builders All Risk insurance policies without offset and all Construction Documents and insurance certificate shall include wording acceptable to the parties herein with reference to such provisions.

- B. Consultant shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by contractors or the safety precautions and programs incident to the work of contractors and will not be responsible for Contractor's failure to carry out work in accordance with the Contract Documents."

New Section 33:

Add the following new section to the end of the agreement:

- 33. Third Parties.** The services to be performed by Consultant are intended solely for the benefit of City. No person or entity not a signatory to this Agreement shall be entitled to rely on Consultant's performance of its services hereunder, and no right to assert a claim against Consultant by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of Consultant's services hereunder.

CITY OF YUBA CITY
STAFF REPORT

Date: July 18, 2023
To: Honorable Mayor & Members of the City Council;
From: Public Works Department
Presentation By: Joshua Wolffe, Associate Engineer

Summary

Subject: Yuba City Residential Street Light Maintenance Districts (Walton Area and Tierra Buena Area) Public Hearing

Recommendation: A. Conduct a Public Hearing

B. Adopt a Resolution confirming and ordering the annual levy of assessments for Fiscal Year 2023-24 within Yuba City Residential Street Light Maintenance District No. 1 (Tierra Buena) and Residential Street Light Maintenance District No. 1 (Walton Area)

Fiscal Impact: Receipt of assessments and expenditures of funds associated with lighting maintenance districts throughout the City

Purpose:

To continue to provide lighting throughout the Residential Street Light Maintenance Districts, pursuant to the provisions of the Benefit Assessment Act of 1982 and Article XIII D of the California Constitution.

Council Strategic Goal:

Levying Yuba City Residential Street Light Maintenance Districts (RSLMDs) addresses the City Council's Strategic Goal of maintaining infrastructure, as the levy of the RSLMDs will ensure that street lighting is in operation.

Background:

The City annually levies and collects special assessments in order to maintain and service streetlights in the Walton Avenue Area and Tierra Buena Area (Attachment 1, Exhibit A). The Districts were formed while the areas were under the County's jurisdiction, and the City took over the administration of the Districts when they were annexed into the City. Prior to 2009, the Districts were historically charged the maximum levy which allowed the reserves to build up.

On June 6, 2023, Council adopted Resolutions directing the filing of the Annual Reports. On June 20, 2023, Council adopted Resolutions of Intention to order the improvements, and set a Public Hearing for July 18, 2023 to establish the assessments for Fiscal Year 2023-24.

Analysis:

The Engineer's Annual Reports have been prepared and are on file in the City Clerk's Office. They describe each District, the improvements therein, the method of assessment, and the proposed assessment for each parcel.

Fiscal Impact:

Annual levies will remain unchanged for both Districts. The proposed levy amounts for each District are shown in Attachment 2.

The projected revenue, expenditures, and cash balance for the Districts are as follows:

<u>District</u>	<u>Revenue</u>	<u>Expenditures</u>	<u>Projected Reserve Fund Balance as of 7/1/2024</u>
Tierra Buena Area	\$23,491	\$19,394	\$126,800.70
Walton Area	\$81,677	\$77,630	(\$22,044)

Operating costs for the Walton area have neared or exceeded the maximum levy for the district multiple times over the past ten years. Additionally, operating costs for Walton have increased while operating costs for Tierra Buena have decreased after FY 2015-16. The City believes that there is an error within PG&E's billing system. The City previously performed an internal audit to determine the cause of the discrepancy, and were not able to find the cause. If desired, Council may direct City staff to perform another internal audit, inclusive of site visits, to determine the cause of the discrepancy and correct any billing issues moving forward.

Alternatives:

1. Council may direct the modification of the assessment amounts which will affect future revenue and expenditure amounts in FY 2023-24, or cancel the District and find alternative funding sources to operate the streetlights.
2. Council may direct City staff to follow legal procedures in order to modify the Residential Street Light Maintenance Districts to include Cost of Living Adjustment (COLA) provisions.

Recommendation:

A. Conduct a Public Hearing

B. Adopt a Resolution confirming and ordering the annual levy of assessments for Fiscal Year 2023-24 within Yuba City Residential Street Light Maintenance District No. 1 (Tierra Buena) and Residential Street Light Maintenance District No. 1 (Walton Area)

Attachments:

1. Resolution - RSLMD Public Hearing
2. Exhibit A - District Maps
3. Proposed Assessments - RSLMDs

Prepared By:
Josh Wolffe
Associate Civil Engineer

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
CONFIRMING AND ORDERING THE ANNUAL LEVY OF ASSESSMENTS FOR FISCAL
YEAR 2023-24 WITHIN YUBA CITY RESIDENTIAL STREET LIGHT MAINTENANCE
DISTRICT (WALTON AREA) AND YUBA CITY RESIDENTIAL STREET LIGHT
MAINTENANCE DISTRICT (TIERRA BUENA AREA) PURSUANT TO THE BENEFIT
ASSESSMENT ACT OF 1982**

WHEREAS, the City Council of the City of Yuba City previously formed Yuba City Residential Street Light Maintenance District (Walton Area) and Yuba City Residential Street Light Maintenance District (Tierra Buena Area) ("Districts"), pursuant to the provisions of the Benefit Assessment Act of 1982, California Government Code Division 2, Chapter 6.6, Section 54703 et seq. (hereafter referred to as the "Act"); and

WHEREAS, a Report (hereafter referred to as the "Formation Report") was prepared, filed and approved by the City Council in connection with each of the Districts and the levy of said assessments, pursuant to Section 54716 of said Act; and

WHEREAS, the City Council conducted property owner protest proceedings relating to the improvements and services described in the Formation Report and the levy and collection of annual assessments and an assessment range formula related thereto for each of the Districts in accordance with the provisions of the California Constitution Article XIID and Proposition 218; and

WHEREAS, pursuant to the Act, after the first year's levy of assessments, the City Council may annually thereafter determine the cost of the services to be financed by the assessments and by ordinance or resolution determine and impose the assessments as approved by the property owners in conjunction with formation of the Districts; and

WHEREAS, the Council directed and authorized the City Engineer to assist with the calculation and establishment of the assessments and to prepare and file a budget report(s) (hereafter referred to as the "Engineer's Report") with the City Clerk, generally describing how the Districts were formed, the improvements and services within the Districts, the method of apportionment and dispensation of the benefits, and the budget containing the costs and proposed levy amounts for funding the benefits and the assessment roll; and

WHEREAS, the Engineer's Reports outlining the proposed expenses and annual assessments for the Districts have been prepared and presented to the City Council for review and filed with the City Clerk; and

WHEREAS, the City Council now desires to impose the annual assessment for each District at an amount not to exceed the maximum amount previously approved by the voters; and

WHEREAS, the City Council, after notice duly given as required by law, held a public hearing on July 18, 2023 at 6:00 p.m., in the City Hall council chambers to consider the proposed annual levy of assessments for each of the Districts; and,

WHEREAS, on July 18, 2023, all interested persons were afforded the opportunity to comment in protest or support of the assessments; and

WHEREAS, the City Council has carefully examined and reviewed the Engineer's Report, which serves as the budget report, as presented and is satisfied that the assessments have been spread in accordance with the benefits received from the improvements, operation, maintenance and services to be performed within the Districts therein; and

WHEREAS, the City Council now desires to levy the annual assessment for Fiscal Year 2023-24 for the Districts.

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

1. The above recitals are true and correct, and are hereby incorporated herein by this reference.
2. The City Council hereby (1) finds that the public interest and convenience requires, and (2) declares its intention, to order the levy of and to collect assessments against the assessable lots and parcels of property within existing assessment districts designated Yuba City Residential Street Light Maintenance District (Walton Area) and Yuba City Residential Street Light Maintenance District (Tierra Buena Area) ("Districts"), pursuant to the provisions of the Act, for the fiscal year commencing July 1, 2023 and ending June 30, 2024, to pay for the costs and expenses of the improvements described below in Section 4 of this Resolution.
3. The boundaries of the Districts are generally located and depicted in "Exhibit A" attached hereto.
4. The proposed improvements are briefly described as follows: the operation of residential street lights.
5. The assessments to be levied and collected against the assessable lots and parcels of property within each District for Fiscal Year 2023-24 are proposed to remain the same as compared to the assessments levied and collected for Fiscal Year 2022-23.
6. The City Council has reviewed the Engineer's Report, which serves as the budget report, in connection with each of the Districts and the levy and collection of assessments proposed for Fiscal Year 2023-24. Based upon its review of the Budget Report, the City Council hereby finds and determines that:
 - a. The territory of land within each of the Districts will receive special benefits from the operation, maintenance and servicing of the street light system and the appurtenant improvements and facilities related thereto within that District; and,
 - b. The net amount to be assessed upon the lands within each of the Districts, in accordance with the proposed Engineer's Report (commencing July 1,

2023 and ending June 30, 2024) shall be apportioned by a formula and method which fairly distributes the net amount among the eligible parcels within that District in proportion to the special benefits to be received by each parcel from the improvements and services as defined in the original Engineer's Report first prepared and filed pursuant to Section 54716 of Act, and is satisfied that the assessments are levied without regard to property valuation.

7. The budget and assessments for each of the Districts for Fiscal Year 2023-24 as presented to the City Council and on file in the office of the City Clerk are hereby confirmed as filed.
8. The Council finds that the hearing on said annual levy of assessment for the Districts was held in accordance with law and all persons desiring to speak were heard.
9. The Engineer's Report, the diagram for the assessment district and the assessment of the estimated costs of the improvements contained therewith and each and every part of said Report, is adopted and approved for each District, and that the assessment of the total amount of the costs and the individual assessments thereof upon the several subdivisions of lane expenses, respectively, from said improvements, and of the expenses incidental thereto, be and the same hereby is finally approved and confirmed as the assessment to pay the costs. The assessment for Fiscal Year 2023-24 is proposed to remain the same as the previous year as described in the Engineer's Report.
10. The Council hereby orders the levy of the assessments described in said Resolution of Intention and the Engineer's Report for each District. As the levies are consistent with the amounts approved with the formation of each District and remain the same, the assessment is exempted from the requirements of Article XIII Section D of the California Constitution (Proposition 218).
11. The City Council hereby orders the Districts improvements as indicated in the Engineer's Report, to be made and authorizes and directs the City Clerk or designee to file the levy with the County Auditor/Controller for Fiscal Year 2023-24.
12. The County Auditor/Controller of Sutter shall enter on the County Tax Roll opposite each identified parcel of land the amount of the levy, and such levies shall be collected at the same time and in the same manner as the County taxes are collected. After collection by the County, the net amount of the levy shall be paid to the City Treasurer.
13. The adoption of this Resolution constitutes the levy of the annual assessment for the fiscal year commencing July 1, 2023 and ending June 30, 2024 for the Districts.

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 July, 2023.

AYES:

NOES:

ABSENT:

ATTEST:

Wade Kirchner, Mayor

Ciara Wakefield, City Clerk Administrator

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY

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

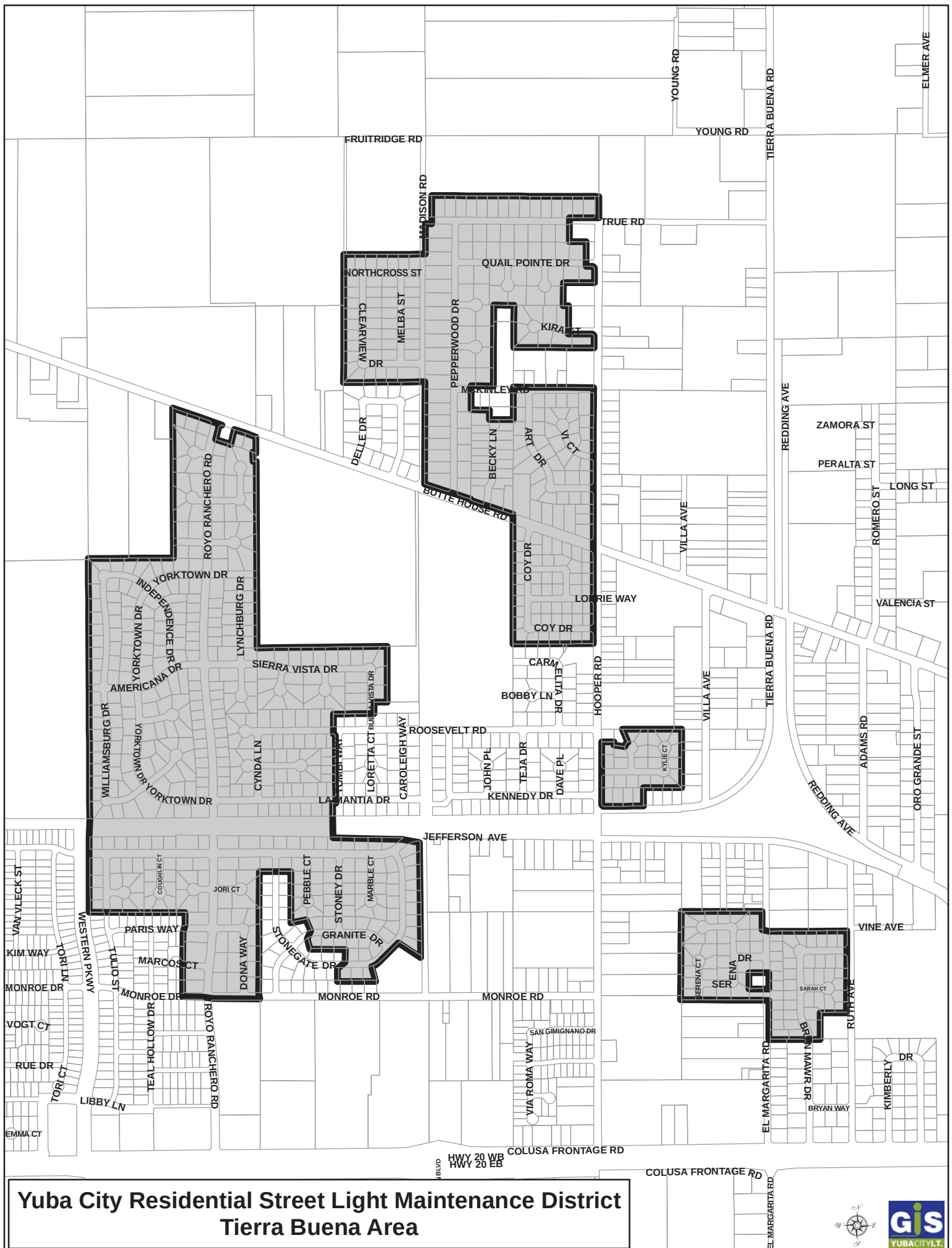
Attachment(s):

Exhibit A – District Maps

EXHIBIT A



**Yuba City Residential Street Light Maintenance District
Walton Area**



ATTACHMENT 2

PROPOSED ASSESSMENTS**WALTON RESIDENTIAL STREET LIGHT DISTRICT**

Affected Subdivision	Proposed Assessment (per single unit - \$)	Change From Previous Year (\$)	Maximum Levy Allowed (\$)
Bogue Ranch	\$37.00	\$0.00	\$37.00
Bogue Ranch II	\$59.40	\$0.00	\$59.40
Cypress	\$41.74	\$0.00	\$41.74
Hampton Estates I	\$45.58	\$0.00	\$45.58
Hampton Estates II	\$41.80	\$0.00	\$41.80
Kushlia Village	\$62.00	\$0.00	\$62.00
Lincoln Park II	\$52.56	\$0.00	\$52.56
Lincoln Pointe	\$51.48	\$0.00	\$51.48
Lincoln Village I	\$61.44	\$0.00	\$61.44
Lincoln Village II	\$50.78	\$0.00	\$50.78
Meadowood I	\$73.12	\$0.00	\$73.12
Meadowood II	\$111.88	\$0.00	\$111.88
Orchard II	\$62.92	\$0.00	\$62.92
Orchard III	\$34.60	\$0.00	\$34.60
Ravenwood I	\$54.06	\$0.00	\$54.06
Ravenwood II	\$67.28	\$0.00	\$67.28
Ravenwood III	\$40.40	\$0.00	\$40.40
Sanborn Estates	\$63.58	\$0.00	\$63.58
Sandpiper I, II, III	\$46.32	\$0.00	\$46.32
Sun Valley II	\$51.48	\$0.00	\$51.48
Sunrise Village	\$58.56	\$0.00	\$58.56
W Ranch Meadowood	\$67.06	\$0.00	\$67.06
Walton Park Estates	\$38.00	\$0.00	\$38.00
Walton Ranch	\$60.06	\$0.00	\$60.06
Woodside Village II	\$67.56	\$0.00	\$67.56

TIERRA BUENA RESIDENTIAL STREET LIGHT DISTRICT

Affected Subdivision	Proposed Assessment (per single unit)	Change From Previous Year	Maximum Levy Allowed
Bryn Mawr Estates III	\$27.10	\$1.26	\$61.22
Bryn Mawr Estates IV	\$29.00	\$1.34	\$65.52
Buena Vista I	\$15.94	\$0.74	\$36.04
Buena Vista II	\$37.14	\$1.72	\$83.90
Butte Rancho	\$29.82	\$1.38	\$67.38
Butte View Estates	\$39.44	\$1.82	\$89.10
Country Aire	\$34.42	\$1.60	\$77.72
Kira Estates	\$35.44	\$1.64	\$80.08
Loma Vista	\$36.46	\$1.68	\$82.36
Quail Pointe Estates	\$39.62	\$1.84	\$89.50
Ranchero II & III	\$48.22	\$2.24	\$108.90
Ranchero IV & VI	\$21.50	\$1.00	\$48.54
Ranchero Estates I	\$28.52	\$1.32	\$64.46
Ranchero Estates V	\$26.58	\$1.22	\$60.06
Rancho De Royo I Ph I	\$55.98	\$2.60	\$126.44
Rancho De Royo II Ph II	\$29.02	\$1.34	\$65.56
Skyview Place	\$36.26	\$1.68	\$81.90
Stonegate Village Unit I	\$26.26	\$1.22	\$59.32
Stonegate Village Unit II	\$22.96	\$1.06	\$51.90
Stonegate Village Unit III	\$18.38	\$0.84	\$41.58
Suburban Acres	\$21.68	\$1.00	\$49.00
Tara Estates	\$22.52	\$1.04	\$50.86
Teja IV	\$31.74	\$1.46	\$71.72
Walnut Acres	\$23.14	\$1.06	\$52.32

CITY OF YUBA CITY
STAFF REPORT

Date: July 18, 2023
To: Honorable Mayor & Members of the City Council;
From: Public Works Department
Presentation By: Joshua Wolffe, Associate Engineer

Summary

Subject: Yuba City Lighting and Landscape Maintenance District Nos. 2, 3, 4 & 5 (Town Center and 69 Subdivisions throughout Yuba City), and Yuba City Lighting and Landscape Maintenance District No. 6 (Commercial District) Public Hearing

Recommendation: A. Conduct a Public Hearing

B. Adopt a Resolution confirming and ordering the annual levy of assessments for Fiscal Year 2023-24 for the Yuba City Lighting and Landscape Maintenance District Nos. 2, 3, 4, 5, & 6 (Town Center, 69 subdivisions throughout Yuba City including the Palisades Subdivisions and Butte Vista neighborhood, and commercial district)

Fiscal Impact: Receipt of assessments and expenditures of funds for lighting and landscape maintenance districts throughout the City

Purpose:

To continue to provide lighting and landscape maintenance throughout the City pursuant to the provisions of the Landscaping and Lighting Act of 1972 and Article XIID of the California Constitution.

Council Strategic Goal:

Levying Yuba City Lighting and Landscape Maintenance District Nos. 2, 3, 4 & 5, and Yuba City Lighting and Landscape Maintenance District No. 6 (LLMD Nos. 2-6) addresses the City Council's Strategic Goal of maintaining infrastructure, as levying (LLMD Nos. 2-6) will ensure that street lighting, landscaping and associated items, block walls, detention ponds, and street-end barricades are maintained and in operation.

Background:

The City annually levies and collects special assessments in order to maintain and service landscaping and lighting improvements that provide special benefit to the parcels identified in Lighting and Landscape Maintenance Districts 2-6 (Attachment 2, Exhibit A). The assessments were approved by the property owners of record through a protest-ballot proceeding at the time the Districts were formed.

District Nos. 2 (Town Square Area); 3, 4, and 5 (69 subdivisions located throughout the City); and 6 (several commercial areas throughout the City) have provisions for a Cost of Living Adjustment

(COLA), which is based on the Consumer Price Index from January to January.

Analysis:

The Engineer's Annual Reports have been prepared and are on file in the City Clerk's office. They describe each District, the improvements therein, the method of assessment, and the proposed assessment for each parcel.

District Nos. 2, 3, 4, District 5 Zones of Benefit A, C, E, G, H, and L, and District 6 Zones of Benefit A_1 - A_3, B_4, B_5, and B_8 - B_13 will see increases in their annual levies, while District 5 Zones of Benefit B, D, F, I, J, and K, and District 6 Zones of Benefit B_1 - B_3, B_6, B_7, B_14, B_15 and C_1 will see decreases in their annual levies. The levies were raised in response to inflation, while certain Zones of Benefit in Districts 5 and 6 were decreased due to sufficient reserves and revenues which exceeded expenditures.

Fiscal Impact:

The proposed assessments for FY 2023-24 are shown in Attachment 3.

The projected revenue, expenditures, and cash balance, which include capital reserve, for the Districts are as follows:

<u>District</u>	<u>Revenue</u>	<u>Expenditures</u>	<u>Projected Reserve Fund Balance</u> <u>as of 7/1/24*</u>
2	\$86,200	\$35,770	\$167,795
3	\$17,241	\$17,039	\$2,574
4	\$174,995	\$129,023	\$197,186
5	\$582,084	\$514,423	\$344,241
6	\$38,371	\$14,768	\$185,755

*The Projected Reserve Fund Balance is the total of the Capital Replacement Reserve plus the Operating Reserve.

Alternatives:

1. Council may direct the modification of the assessment amounts which will affect future revenue and expenditure amounts in FY 2023-24, or cancel the Districts and find alternative funding sources to maintain the lighting and landscaping.

Recommendation:

A. Conduct a Public Hearing

B. Adopt a Resolution confirming and ordering the annual levy of assessments for Fiscal Year 2023-24 for the Yuba City Lighting and Landscape Maintenance District Nos. 2, 3, 4, 5, & 6 (Town Center, 69 subdivisions throughout Yuba City including the Palisades Subdivisions and Butte Vista neighborhood, and commercial district)

Attachments:

1. Resolution LLMD Nos. 2-6 Public Hearing
2. Exhibit A - District Maps 2-6
3. Proposed Assessments - LLMDs 2-6

Prepared By:
Josh Wolfe
Associate Civil Engineer

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
CONFIRMING AND ORDERING THE ANNUAL LEVY OF ASSESSMENTS FOR FISCAL
YEAR 2023-24 FOR THE YUBA CITY LIGHTING AND LANDSCAPE MAINTENANCE
DISTRICT NOS. 2, 3, 4, 5, & 6 (TOWN CENTER, 69 SUBDIVISIONS THROUGHOUT YUBA
CITY INCLUDING THE PALISADES SUBDIVISIONS AND BUTTE VISTA NEIGHBORHOOD,
AND COMMERCIAL DISTRICT)**

WHEREAS, on June 20, 2023, pursuant to the provisions of the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code (commencing with Section 22500) (the "Act"), the City Council of the City of Yuba City did declare its intention to review, levy and collect the annual assessment for Yuba City Lighting and Landscape Maintenance District Nos. 2, 3, 4, 5, and 6 ("Districts") for Fiscal Year 2023-24 more specifically as follows:

- Lighting and Landscape Maintenance District No. 2 – Zone of Benefit "A" (Town Center);
- Lighting and Landscape Maintenance District No. 3 – Zone of Benefit "A" (Palisades Subdivision);
- Lighting and Landscape Maintenance District No. 4 – Zones of Benefit "A," "B," "C," and "D" (Butte Vista Neighborhood);
- Lighting and Landscape Maintenance District No. 5 – Zones of Benefit "A," "B," "C," "D," "E," "F," "G," "H," "I," "J," "K," and "L";
- Lighting and Landscape Maintenance District No. 6 – Zones of Benefit "A_1," "A_2" and "A_3," Zones of Benefit "B_1," "B_2," "B_3," "B_4," "B_5," "B_6," "B_7," "B_8," "B_9," "B_10," "B_12," "B_13," "B_14," "B_15," and Zone of Benefit "C_1"; and

WHEREAS, assessments levied within the Districts provided revenue for the purpose of financing the installation, construction, and maintenance of certain public projects eligible under the Act, including without limitation the following:

- Lighting and Landscape Maintenance District No. 2: Ongoing maintenance and servicing of landscaping material, irrigation systems, and street lighting in the Town Center Area along the frontage of Plumas Street (including median), C Street, Percy Avenue, B Street and Franklin Avenue.
- Lighting and Landscape Maintenance District No. 3: Ongoing maintenance and servicing of a detention pond, street trees and a pond landscape strip, and twelve street lights, which benefit parcels in Phases 1 and 2.
- Lighting and Landscape Maintenance District No. 4: Ongoing maintenance and servicing of local street lighting, landscaping improvements, and detention pond, providing special benefit to the Butte Vista Neighborhood in the subdivisions in zones of benefit as shown on the Assessment Diagrams on file with the City Clerk.
- Lighting and Landscape Maintenance District No. 5: Street lights, walls, landscape strips and planters, street trees, and landscaped entrance varying by zones of benefit as shown on the Assessment Diagrams on file with the City Clerk.
- Lighting and Landscape Maintenance District No. 6: Ongoing maintenance and servicing of street lights, street trees and median landscaping; and

WHEREAS, said Council did declare its intention to levy and collect the annual assessment for the maintenance and operation of the lighting and landscaping facilities in said Districts; and

WHEREAS, on June 6, 2023, pursuant to the provisions of the Act, the City Council initiated proceedings by Resolution No. 23-067 for the levy and collection of assessments against the assessable lots and parcels of land in the Districts for Fiscal Year 2023-24 and directed the Engineer of Work, Tyrone Peter of Willdan Financial Services, to prepare and file a written report in accordance with Article 4 (commencing with Section 22565) of Chapter 1 of the Act; and

WHEREAS, in accordance with Article 4 of Chapter 1 of the Act, the Engineer of Work prepared and filed such report for each Lighting and Landscape Maintenance District (the "Engineer's Reports") with the City Clerk, and the City Clerk has presented the Engineer's Reports to the City Council; and

WHEREAS, on June 20, 2023, the City Council adopted Resolution No. 23-081 approving the Engineer's Reports, which calculated the annual assessments for the parcels in said Districts, as filed pursuant to Section 22623 of the Act, and

WHEREAS, the public notice of the Resolution of Intention and the Public Hearing scheduled for July 18, 2023, was duly published on July 7, 2023.

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

1. The above recitals are true and correct, and are hereby incorporated herein by this reference.
2. The City Council hereby (1) finds that the public interest and convenience requires and (2) declares its intention to order the levy of and to collect assessments against the assessable lots and parcels of property within existing assessment districts designated "Yuba City Lighting and Landscape Maintenance District No. 2", "Yuba City Lighting and Landscape Maintenance District No. 3", "Yuba City Lighting and Landscape Maintenance District No. 4", "Yuba City Lighting and Landscape Maintenance District No. 5", and "Yuba City Lighting and Landscape Maintenance District No. 6" (the "Districts") pursuant to the provisions of the Act, for the fiscal year commencing July 1, 2023 and ending June 30, 2024, to pay for the costs and expenses of the improvements described in the Engineer's Reports for each District.
3. That the City Council hereby determines that the territories within the Districts, whose boundaries are set forth in the Engineer's Reports, on file with the City Clerk of the City of Yuba City, will be the territories benefited by the maintenance and servicing of the improvements described in said Engineer's Reports.
4. That the hearing on said annual levy of assessment was held in accordance with law and all persons desiring to speak were heard.
5. That the Engineer's Report, the diagram for the assessment district and the assessment of the estimated costs of the improvements contained therewith and each and every part of said Report, is adopted and approved as to each District and all of them, and that the assessment of the total amount of the costs and the individual assessments thereof, respectively, from said improvements, and of the expenses incidental thereto, be and the same hereby are finally approved and confirmed as the assessments to pay the costs. The assessment for District 5 Zones of Benefit B, D, F, I, J, and K, and District 6 Zones of Benefit B_1 - B_3,

B_6, B_7, B_14, B_15 and C_1 for Fiscal Year 2023-24 are proposed to be reduced as compared to the previous year as described in the Engineer's Report. The assessments for District Nos. 2, 3, 4, District 5 Zones of Benefit A, C, E, G, H, and L, and District 6 Zones of Benefit A_1 - A_3, B_4, B_5, and B_8 - B_13 for Fiscal Year 2023-24 are proposed to increase from the previous year as described in the Engineer's Report, but are still within or less than the amount approved for District Nos. 2, 3, 4, District 5 Zones of Benefit A, C, E, G, H, and L, and District 6 Zones of Benefit A_1 - A_3, B_4, B_5, and B_8 - B_13 at the at the time of the formation of the respective Districts.

6. The Council hereby orders the levy of the assessments described in said Resolution of Intention and the Engineer's Reports.
7. That the assessment diagram showing the assessment districts referred to in said Resolution of Intention, and also the subdivision of land within the Districts, as contained in said Engineer's Reports, be and it is hereby finally approved and confirmed as the diagram of the properties to be assessed to pay the costs of the improvements.
8. The City Clerk shall file the diagram and assessment, as confirmed or certified copy thereof, with the Sutter County Auditor-Controller no later than July 21, 2023.
9. As the levies either remain the same, or are reduced as compared to prior years as to District 5 Zones of Benefit B, D, F, I, J, and K, and District 6 Zones of Benefit B_1 - B_3, B_6, B_7, B_14, B_15 and C_1 the assessments for District 5 Zones of Benefit B, D, F, I, J, and K, and District 6 Zones of Benefit B_1 - B_3, B_6, B_7, B_14, B_15 and C_1 are exempted from the requirements of Article XIII Section "D" of the California Constitution (Proposition 218). Likewise, although the levies have increased for District Nos. 2, 3, 4, District 5 Zones of Benefit A, C, E, G, H, and L, and District 6 Zones of Benefit A_1 - A_3, B_4, B_5, and B_8 - B_13 as compared to the prior year, the levy amounts are consistent with and less than the previously approved COLA adopted at the time of formation of the District pursuant to Proposition 218, and as such, the levies for District Nos. 2, 3, 4, District 5 Zones of Benefit A, C, E, G, H, and L, and District 6 Zones of Benefit A_1 - A_3, B_4, B_5, and B_8 - B_13 are likewise exempt from further compliance with Proposition 218.

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 July 2023.

AYES:

NOES:

ABSENT:

ATTEST:

Wade Kirchner, Mayor

Ciara Wakefield, City Clerk Administrator

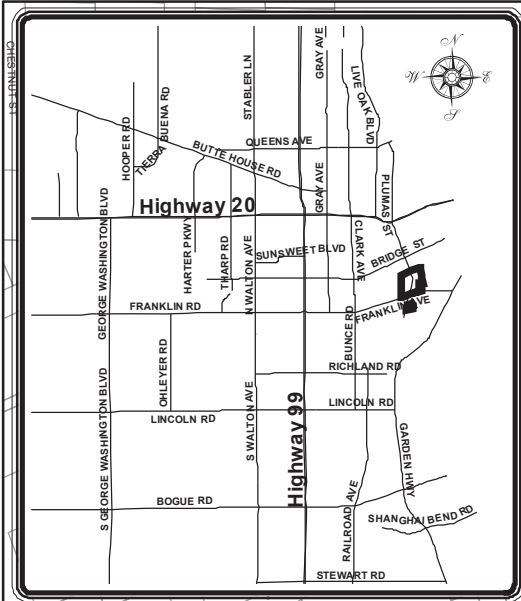
APPROVED AS TO FORM
COUNSEL FOR YUBA CITY

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

Attachment(s):

Exhibit A – District Maps

EXHIBIT A



Legend



Maintenance Districts

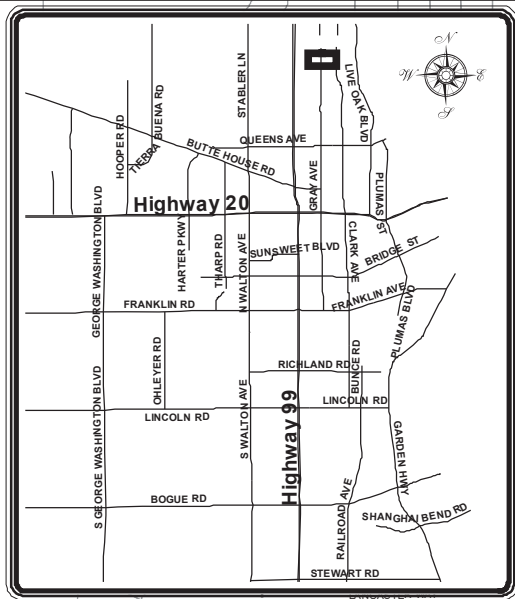
City Limits

2A

2A

**Lighting & Landscape
Maintenance District No. 2
Zones of Benefit**

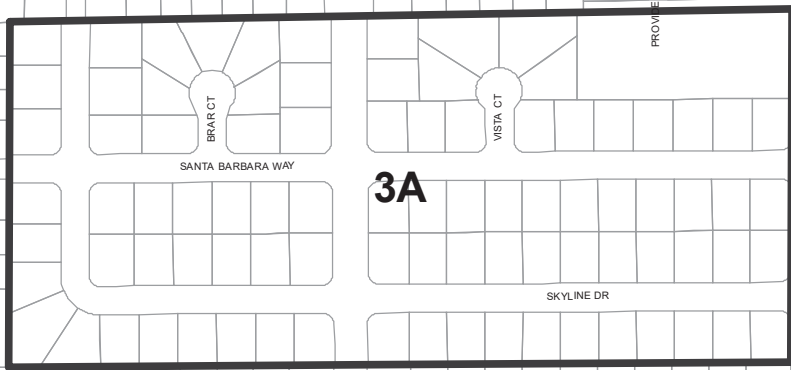




Legend

- Maintenance Districts
- City Limits

MAY 99



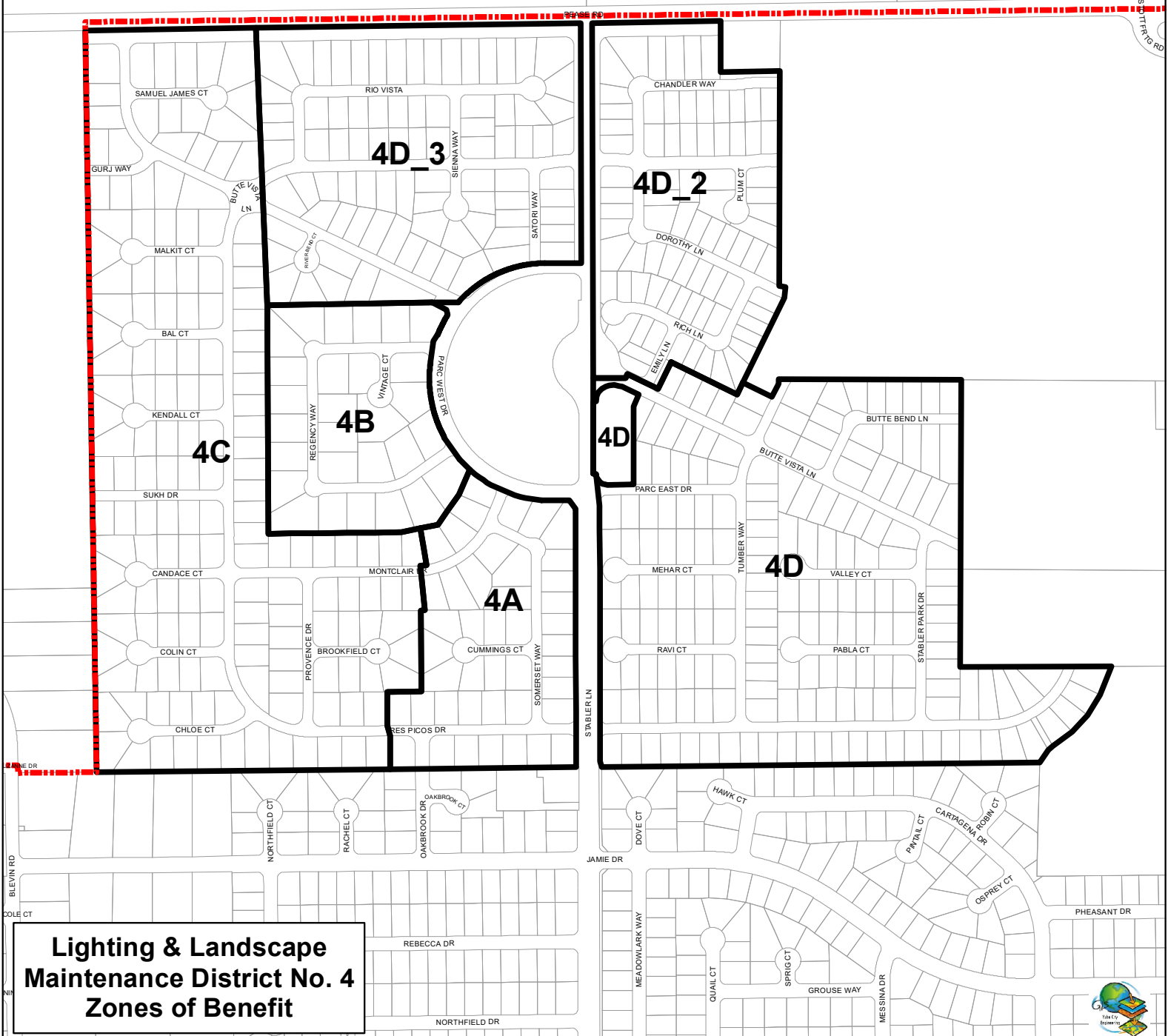
**Lighting & Landscape
Maintenance District No. 3
Zones of Benefit**



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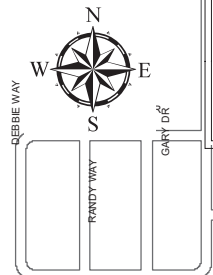
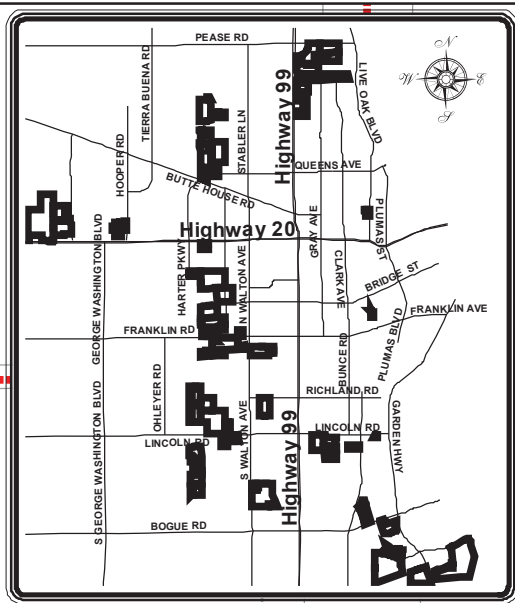
Maintenance Districts

City Limits



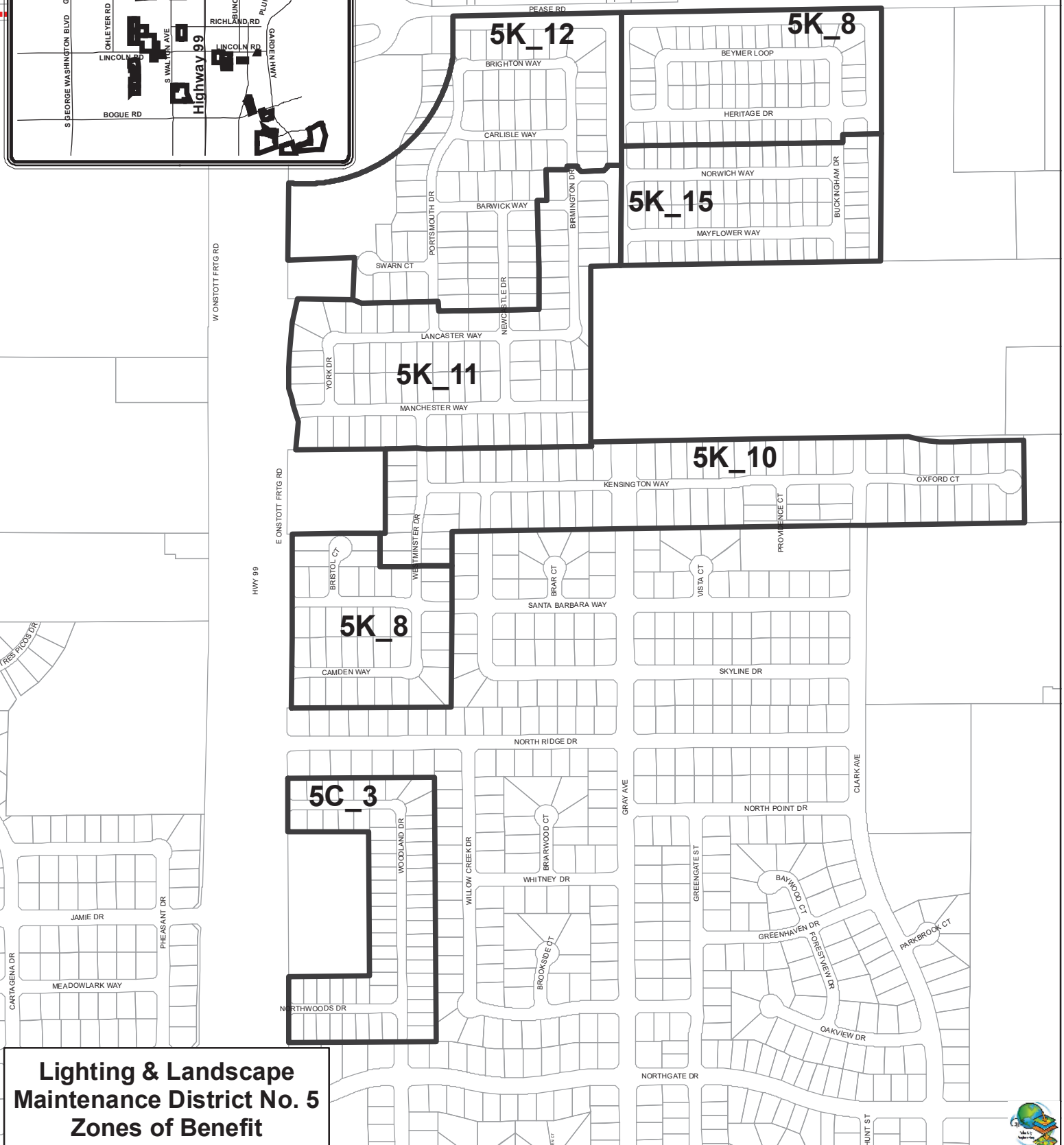
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Maintenance District No. 4
Zones of Benefit**



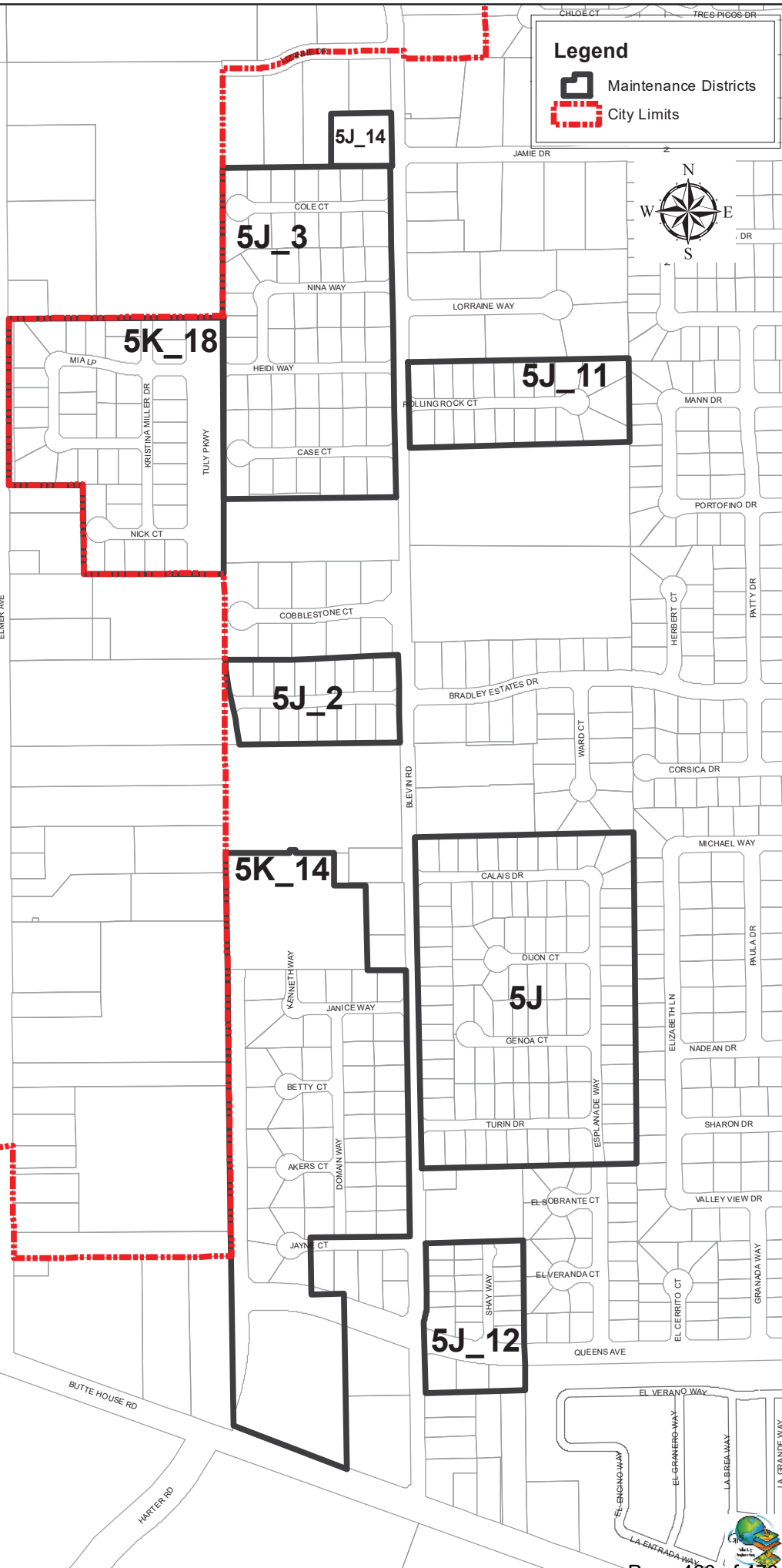


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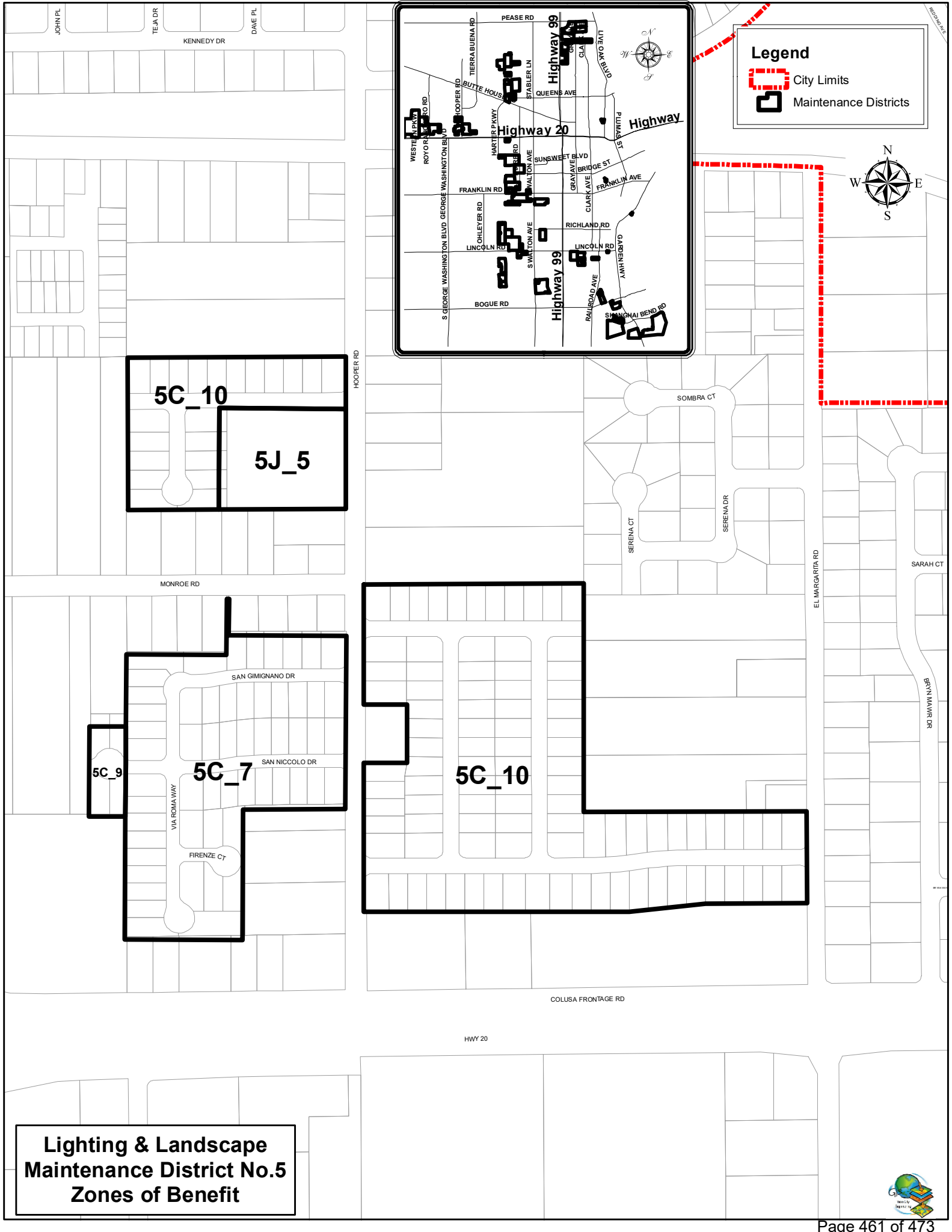
- Maintenance Districts
- City Limits



**Lighting & Landscape
Maintenance District No. 5
Zones of Benefit**

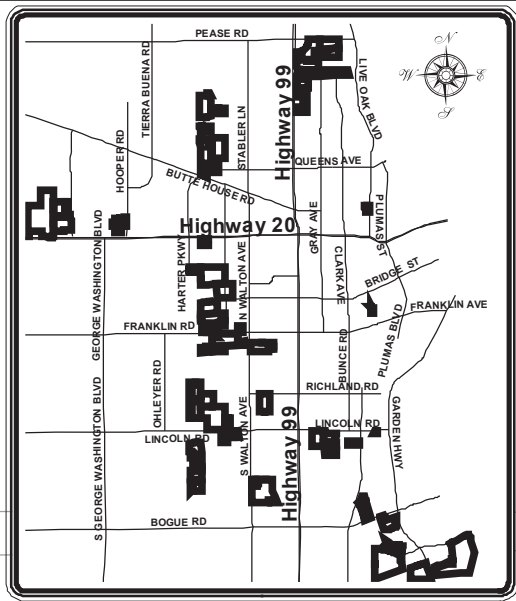


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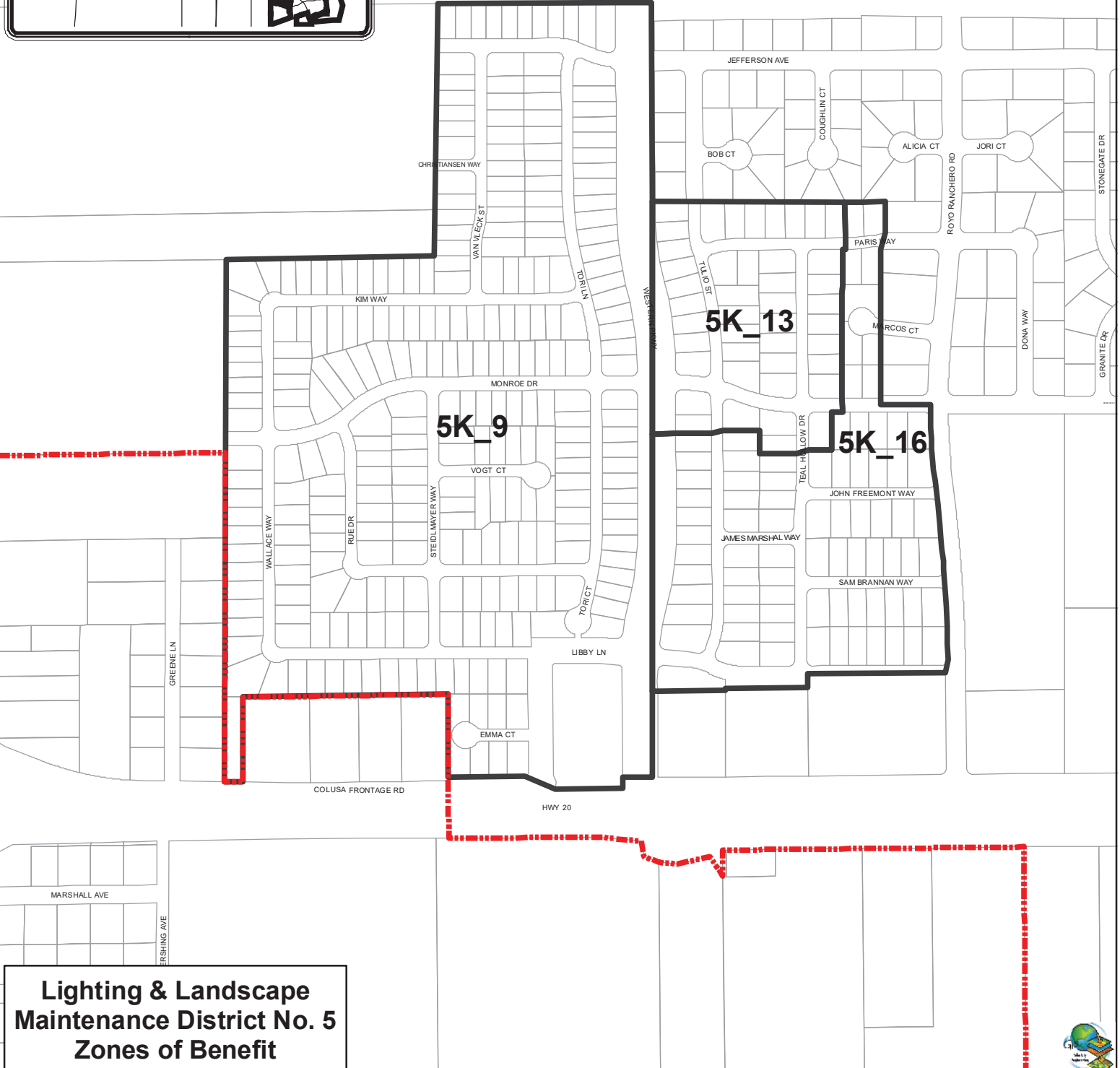


**Lighting & Landscape
Maintenance District No.5
Zones of Benefit**

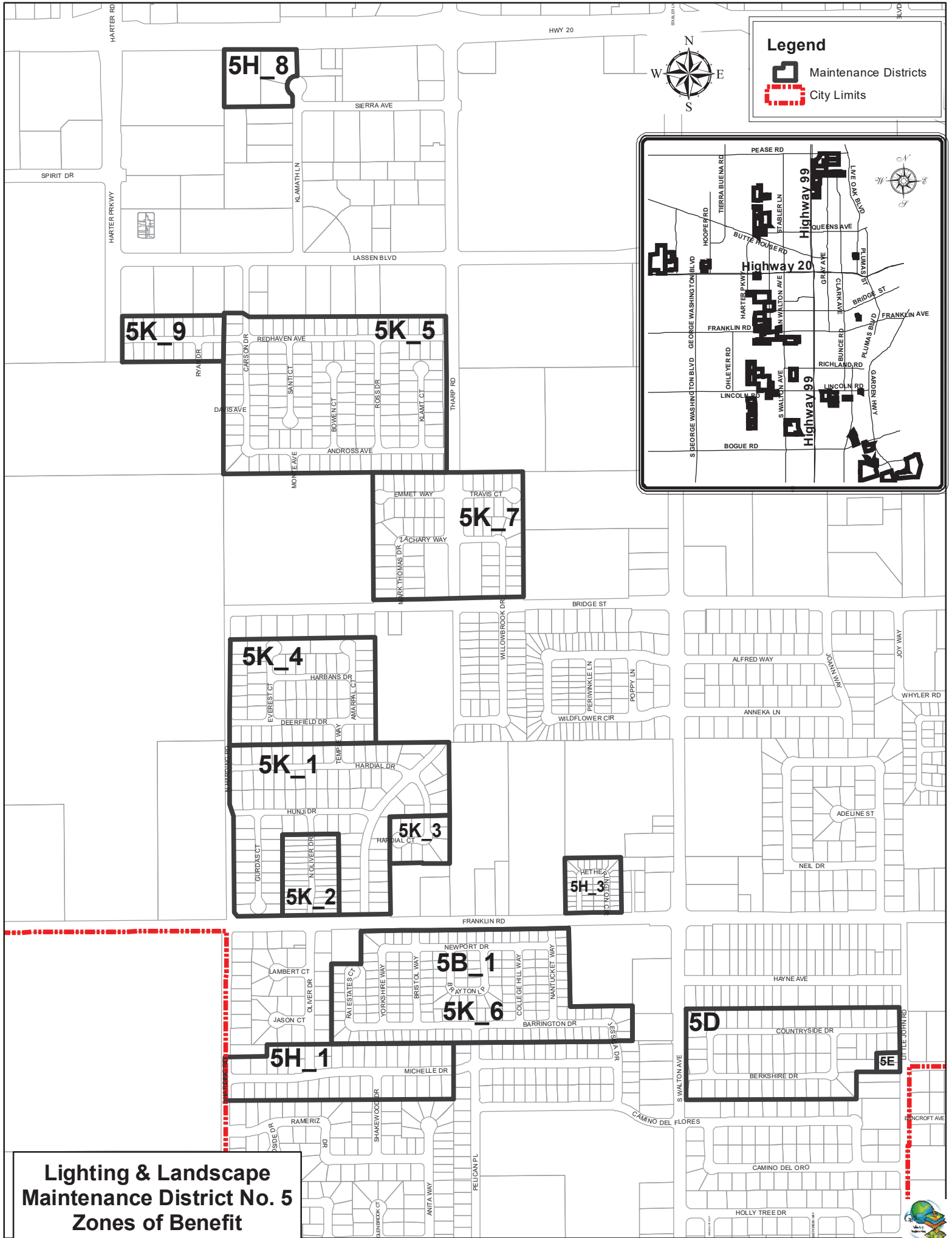




Legend
 Maintenance Districts
 City Limits



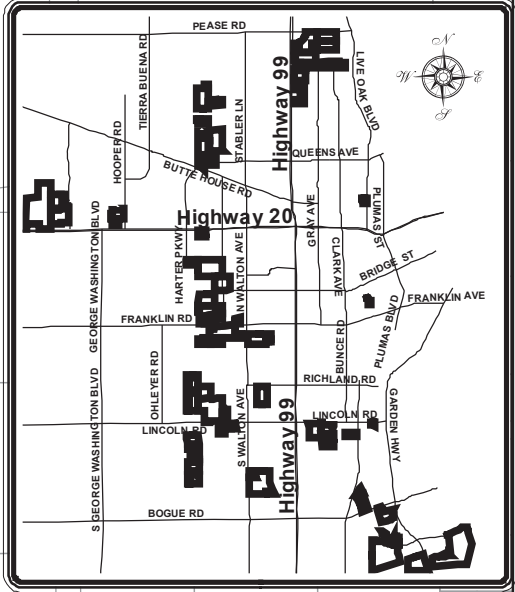
Lighting & Landscape
 Maintenance District No. 5
 Zones of Benefit



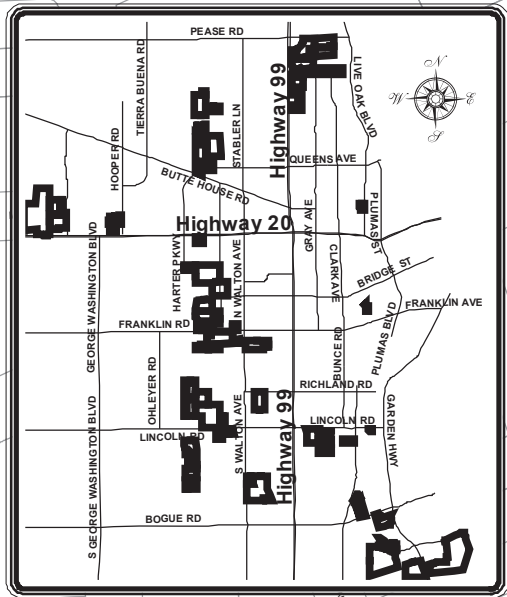
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Maintenance Districts

City Limits



**Lighting & Landscape
Maintenance District No. 5
Zones of Benefit**

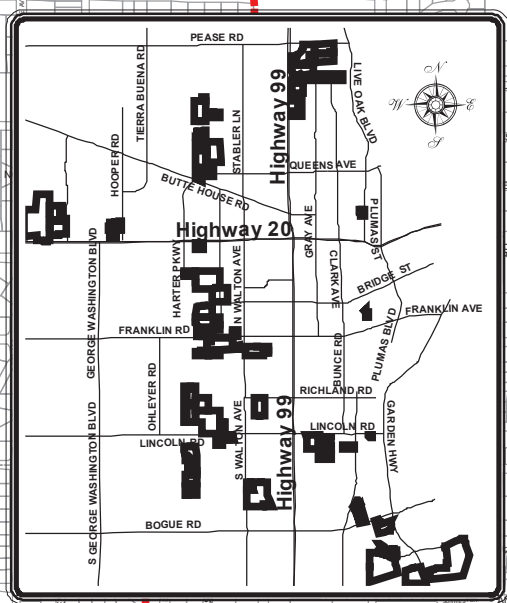


Legend

-  Maintenance Districts
-  City Limits

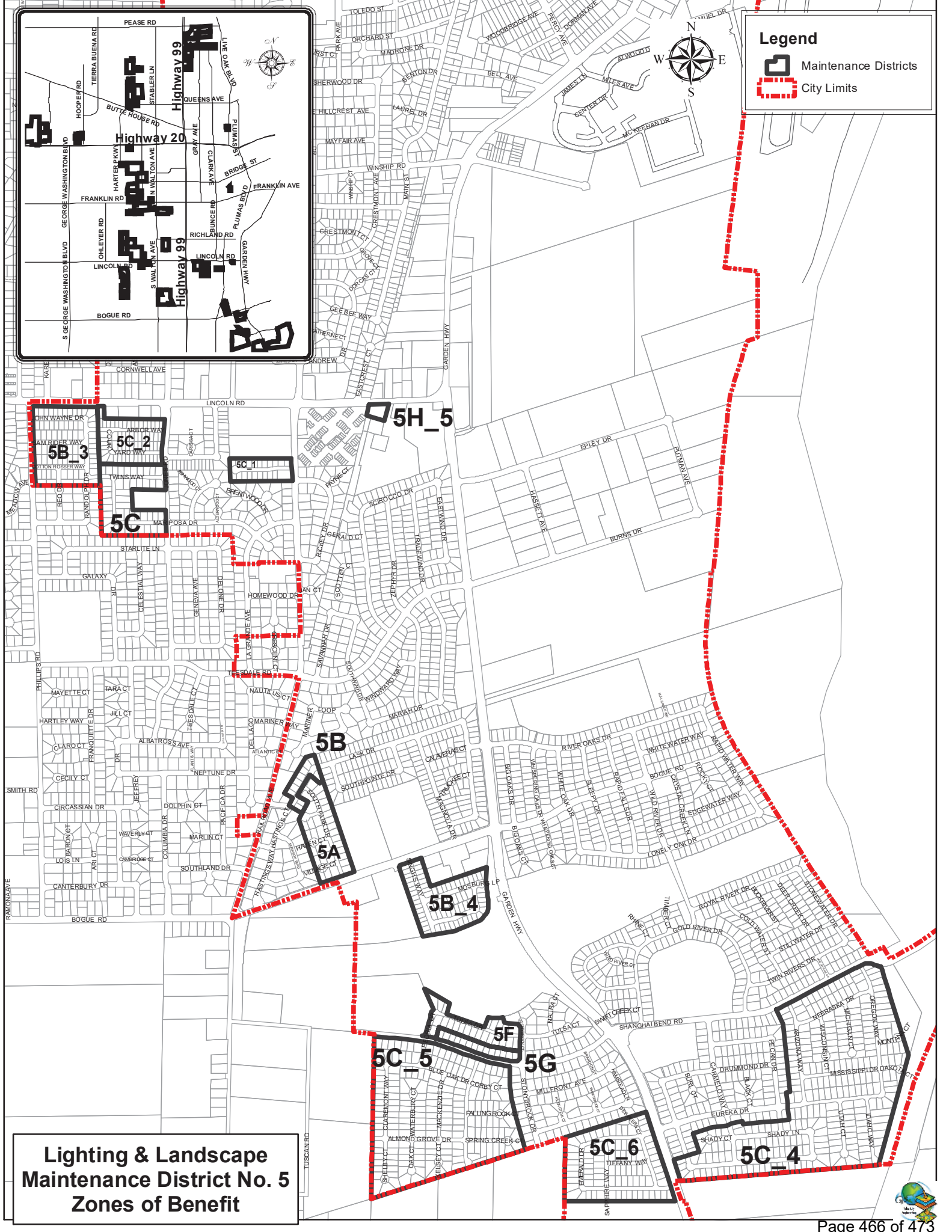


**Lighting & Landscape
Maintenance District No. 5
Zones of Benefit**



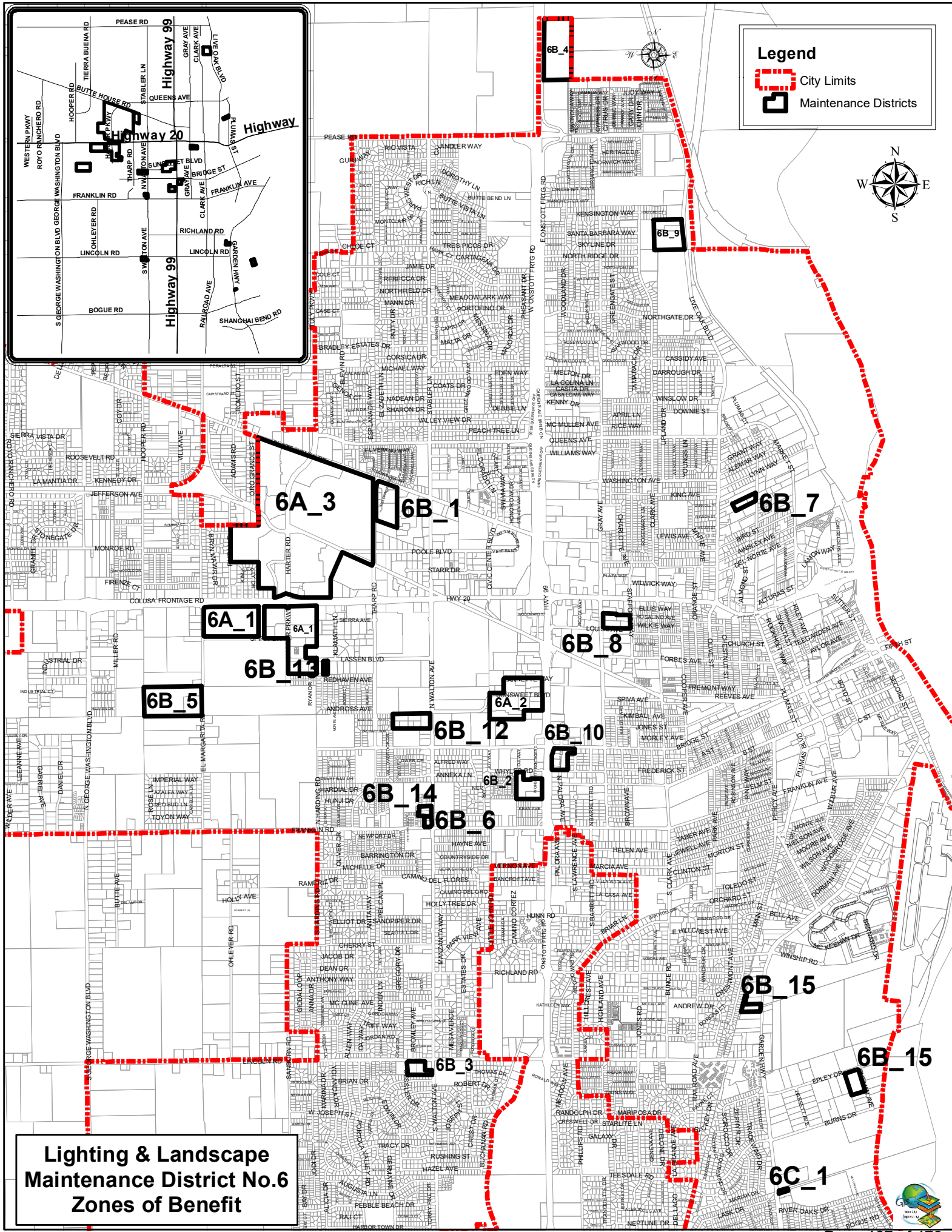
Legend

- Maintenance Districts
- City Limits



**Lighting & Landscape
Maintenance District No. 5
Zones of Benefit**





ATTACHMENT 2

DISTRICT 2-6 PROPOSED ASSESSMENTS

District	Zone of Benefit	FY 2023-24 Proposed Levy Rate (\$)	Change From Previous Year (\$)	Maximum Levy Rate Allowed (\$)
2	A	\$618.14	\$20.28	\$689.04
3	A	\$195.92	\$74.76	\$195.93
4	A	\$302.76	\$37.70	\$513.02
	B	\$302.76	\$37.70	\$694.77
	C	\$302.76	\$37.70	\$421.56
	D	\$302.76	\$37.70	\$377.70
5	A	\$214.74	\$58.48	\$249.97
	B	\$76.05	(\$0.23)	\$83.91
	C_1-9	\$181.16	\$10.90	\$181.17
	C_10	\$117.35	\$7.07	\$117.35
	D	\$145.16	(\$14.36)	\$248.78
	E	\$102.74	\$6.18	\$102.74
	F	\$117.38	(\$11.64)	\$202.14
	G	\$63.18	\$3.80	\$63.19
	H_1-8	\$40.60	\$2.44	\$40.60
	H_9	\$89.60	\$5.38	\$89.61
	I	\$77.10	(\$2.92)	\$85.16
	J	\$146.20	(\$8.32)	\$228.16
	K 1-17	\$229.72	(\$10.44)	\$322.81
	K_18	\$240.80	(\$10.02)	\$425.93
	L	\$150.46	\$9.06	\$150.46
6	A_1	\$347.90	\$42.75	\$347.90
	A_2	\$347.89	\$42.74	\$347.90
	A_3	\$347.88	\$42.72	\$347.90
	B_1	\$526.06	(\$0.21)	\$559.51
	B_2	\$483.36	(\$0.20)	\$514.09

District	Zone of Benefit	FY 2021-22 Proposed Levy Rate (\$)	Change From Previous Year (\$)	Maximum Levy Rate Allowed (\$)
6	B_3	\$332.52	(\$0.14)	\$353.66
	B_4	\$1,755.00	\$2.92	\$1,866.56
	B_5	\$0.00	\$0.00	\$533.30
	B_6	\$96.68	(\$0.05)	\$102.83
	B_7	\$96.68	(\$0.05)	\$102.83
	B_8	\$221.06	\$0.36	\$235.12
	B_9	\$437.66	\$0.73	\$465.49
	B_10	\$144.70	\$0.23	\$153.91
	B_12	\$166.78	\$0.27	\$177.38
	B_13	\$151.46	\$0.26	\$161.09
	B_14	\$171.12	(\$0.07)	\$182.00
	B_15	\$57.02	(\$0.03)	\$60.66
	C_1	\$530.50	(\$5.16)	\$570.00

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