



AGENDA

OCTOBER 17, 2023

REGULAR MEETING OF THE HOUSING SUCCESSOR AGENCY AND CITY COUNCIL CITY OF YUBA CITY

**5:45 P.M. CLOSED SESSION
FREMONT ROOM**

**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 OF THE HOUSING SUCCESSOR AGENCY AND
CITY COUNCIL - CITY OF YUBA CITY
OCTOBER 17, 2023
5:45 P.M. CLOSED SESSION
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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://yubacity-net.zoom.us/webinar/register/WN_NnFzh_hSeCfids5CXKXdQ. 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. Confer with Real Property Negotiator (Government Code § 54956.8)
Property: APN 51-095-020, located at 1483 Gray Avenue, Yuba City, California
Negotiator: Diana Langley, City Manager/Executive Director
Negotiating parties: TBD
Under negotiation: Whether to sell the properties, and if so, the price and terms of payment

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 Robert Condrey, Parks and Grounds Superintendent**
- 2. Sikh Awareness and Appreciation Month Proclamation**
- 3. Domestic Violence Awareness Month Proclamation**

Public Communication

4. 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.

5. Minutes from the October 3rd, 2023 meeting

Recommendation: Approve the minutes from the October 3, 2023 meeting

6. 2024 Minimum Wage Increase

Recommendation: Adopt a Resolution to adjust the City's salary schedule to comply with the new California wage requirements effective January 1, 2024

7. Emergency Organization Structure

Recommendation: Adopt an Ordinance of the City Council of the City of Yuba City, California, Amending Chapter 8 of the Yuba City Municipal Code regarding emergency organization, and waive the second reading

8. Green Means Go Program – Harter Parkway Corridor Improvement Project

Recommendation: Adopt a Resolution which takes the following actions:

A. Authorizes the City Manager to accept and execute all documents associated with the Green Means Go Program – Harter Parkway Corridor Improvement Project grant award on behalf of the City

B. Authorizes the Finance Director to make any necessary budget adjustments and supplemental appropriations to receive the grant funding and provide the City's required match funds

Business Items

9. Revenue Ad Hoc Committee Recommendation

Recommendation: Receive an update and recommendation from the Revenue Ad Hoc Committee comprised of Vice Mayor Harris and Councilmember Boomgaarden

10. FY23/24 Cannabis Tax Fund Grant Program (CTFGP) from the California Highway Patrol (CHP)

Recommendation: A. Conduct a Public Hearing, and after consideration;

B. Adopt a Resolution authorizing the Chief of Police to accept \$21,300 in grant funding from the 2023/2024 Cannabis Tax Fund Grant Program and approve expenditure recommendations;

C. Authorize a supplemental appropriation in the amount of \$21,300 to Account No. 100-43496, 2164-61430 and 2164-63801

11. Award of FY 23-24 Selective Traffic Enforcement Program (STEP) Grant, to include DUI Enforcement and Education Efforts

Recommendation: A. Conduct a Public Hearing, and after consideration;

B. Adopt a Resolution authorizing the Chief of Police to accept \$120,000 in grant funding from the 2023/2024 Selective Traffic Enforcement Program and approve expenditure recommendations;

C. Authorize a supplemental appropriation in the amount of \$120,000 to Account No. 100-43409, 2165-61430, 2165-62801, and 2165-69201 and 2165-63801

12. Consideration of a Development Agreement for the Sohal Ranch Tentative Subdivision Map (TSM) 22-02 and the associated Mitigated Negative Declaration.

Recommendation: A. Conduct a Public Hearing, and after consideration;

B. Introduce an Uncodified Ordinance of the City Council of the City of Yuba City approving Environmental Assessment 22-06 by Adopting a Mitigated Negative Declaration prepared for Tentative Subdivision Map (TSM) 22-02, Sohal Ranch Subdivision and approving a Development Agreement between the City of Yuba City and the Balbir Sohal Family Trust, for the Sohal Ranch Subdivision (TSM 22-02), on 41.36 acres located at the southeast corner of Lincoln Road and George Washington Boulevard (Assessor's Parcel Numbers 065-010-005 And 065-010-006), and waive the first reading

13. Bogue Road Infrastructure - Newkom Ranch Funding Request

Recommendation: Authorize staff to initiate an amendment to Development Agreement 19-01 for the Newkom Ranch Subdivisions, to implement language related to financing Bogue Road infrastructure, streamlining development processes, and establishing specific time requirements

Future Agenda Items

14. 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

15. City Manager's Report

16. City Council Reports

Adjournment



Proclamation

of the City Council

Robert Condrey

Parks & Grounds Superintendent

July 22, 1995 – October 12, 2023

WHEREAS, Robert Condrey retired from the City of Yuba City with 28 years of dedicated service on October 12, 2023; and

WHEREAS, Robert began his career at the City as a Park Maintenance Worker I, promoted to the position of Park Maintenance Worker II in January of 1998, promoted to Park Maintenance Worker III in April of 2003, and promoted to Parks & Grounds Superintendent in May of 2021; and

WHEREAS, Robert spent 28 years of his career with the City maintaining the best parks in the Yuba-Sutter area. He possessed skills and expertise in all landscape and irrigation functions; and

WHEREAS, Robert successfully obtained his Certification as an Arborist, Certified Pool/Spa Operator Certificate, and Qualified Pesticide Applicator Certificate; and

WHEREAS, Robert Condrey was always a reliable, dedicated, and loyal employee of the City of Yuba City Parks & Recreation Department often driving the City Bus for Recreation Programs, Commission Tours, Employee Orientation Tours, Holiday Truck Parade, Fly the Mission Academies, the Mayor's Bus Tour, and visiting dignitaries from the surrounding area along with the City's Sister City from Toride, Japan; and

WHEREAS, Robert participated in annual Tree City USA events centered around educating the youth of Yuba City about the importance of trees in our parks, schools, and community; and

WHEREAS, Robert is an entertainer, participant and always willing to lend a hand. He never missed an opportunity to have an elaborate costume at employee events such as Employee Awards dinner, Halloween and Hot August Bites. Rob will drop whatever he is doing to help a fellow person in need, a character that we will dearly miss at the City.

NOW, THEREFORE, BE IT RESOLVED, that I, Wade Kirchner, Mayor of the City of Yuba City and on behalf of the entire City Council, do hereby commend Robert's outstanding and devoted service, and sincerely urge all residents of the City of Yuba city to join with me in recognizing Mr. Robert Condrey for all of his contributions to the Yuba City community for the past 28 years.

Done this 17th day of October, 2023, at the City of Yuba City, County of Sutter, State of California.



Proclamation

of the City Council

Sikh Awareness and Appreciation Month

November 2023

WHEREAS, Sikhs have been living in the United States for more than 100 years; and

WHEREAS, Sikhism is the fifth largest religion in the world and today, there are more than 25 million Sikhs worldwide and an estimated 500,000 Sikhs in the US live in California, with the largest concentration living in Yuba City. Nicknamed “Mini Punjab”; and

WHEREAS, Sikh Americans pursue diverse professions and walks of life, making rich contributions to the social, cultural, and economic vibrancy of the United States, and have distinguished themselves by fostering greater respect among all people through faith and service; and

WHEREAS, the City of Yuba City has a significant population of Sikhs and is committed to respecting the heritage and religions of our diverse community; and

WHEREAS, today, the City of Yuba City seeks to further embrace the diversity of its community and afford all residents the opportunity to better understand, recognize, and appreciate the rich history and shared experiences of Sikh Americans; and

WHEREAS, The Sikh Temple under the leadership of their President Sarb Thiara and their Board of Directors recently hosted the successful and well attended 44th Nagar Kirtan which included the annual Sikh Parade.

NOW, THEREFORE, BE IT RESOLVED, that I, Wade Kirchner, Mayor of the City of Yuba City and on behalf of the entire City Council, do hereby proclaim the month of November 2023 to be SIKH AWARENESS AND APPRECIATION MONTH.

Proclaimed this 17th day of October 2023, at the City of Yuba City, County of Sutter, State of California.



Proclamation

of the City Council

DOMESTIC VIOLENCE AWARENESS MONTH

OCTOBER 2023

WHEREAS, the crime of domestic violence violates an individual's privacy, dignity, security and humanity due to the systematic use of physical, emotional, sexual, psychological and economic control and/or abuse; and

WHEREAS, domestic violence leaves an imprint of fear and hostility; and

WHEREAS, the problems of domestic violence are not confined to any group or groups of people but cross all economic, racial, affectional preference and social barriers, thereby affecting society as a whole; and

WHEREAS, in the City of Yuba City, adults and children are victims of violence each year; and

WHEREAS, research shows that by creating communities where people are connected, supported and care for one another can reduce incidents of domestic violence; and

WHEREAS, the City of Yuba City is committed to restoring the right to freedom from fear in our own homes and our communities; and

WHEREAS, in our quest to impose sanctions on those who break the law by perpetrating violence, we must also meet the needs of victims of domestic violence and their children who often suffer grave financial, physical, and psychological losses.

NOW, THEREFORE, BE IT RESOLVED, I, Wade Kirchner, Mayor of the City of Yuba City and on behalf of the entire City Council, do hereby proclaim the month of October 2023 as Domestic Violence Awareness Month. We urge all citizens, agencies, and businesses to **WORK TOGETHER AS A TEAM IN OUR COMMUNITY THROUGH PREVENTION, INTERVENTION AND EDUCATION PROGRAMS, TO TAKE A STAND** until society has zero tolerance for domestic violence.

Done on this 17th day of October 2023 in 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: October 17, 2023
To: Honorable Mayor & Members of the City Council;
From: Administration Department
Presentation By: Ciara Wakefield, City Clerk Administrator

Summary

Subject: Minutes from the October 3rd, 2023 meeting
Recommendation: Approve the minutes from the October 3, 2023 meeting
Fiscal Impact: None

Attachments:

1. 10-03-2023 - Regular Meeting Minutes (DRAFT)

Prepared By:
Ciara Wakefield
City Clerk Administrator

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1

MINUTES (DRAFT)
REGULAR MEETING OF THE HOUSING SUCCESSOR
AGENCY
AND CITY COUNCIL - CITY OF YUBA CITY
OCTOBER 3, 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, Shaw, and Pasquale

Absent: None

Closed Session

- A. Confer with Real Property Negotiator (Government Code § 54956.8)
Property: APN 51-095-020, located at 1483 Gray Avenue, Yuba City, California
Negotiator: Diana Langley, City Manager/Executive Director
Negotiating parties: TBD
Under negotiation: Whether to sell the properties, and if so, the price and terms of payment
- B. Conference with Legal Counsel – Anticipated Litigation
Deciding whether to initiate litigation pursuant to paragraph 4 of subdivision (d) of Government Code Section 54956.9
One Case

No public comment received

Regular Meeting

Call to Order

The Regular City Council Meeting and the Housing Successor Agency was called to order by Mayor Kirchner at 6:00 PM

Roll Call

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

Absent: None

Invocation/Inspiration

Rev. Richard Laughman, St. James Episcopal Church Yuba City

Pledge of Allegiance to the Flag

Vice-Mayor Shon Harris

City Attorney's Report on Closed Session Items

No reportable action

Agenda Modifications/Approval of Agenda

Item 20 was removed from the agenda

Public Communication

1. Appearance of Interested Citizens

No public comment was received

Consent Calendar

Councilmember Shaw moved and Vice-Mayor Harris seconded the motion to approve Consent Calendar items 2-14

2. Minutes from the September 5th, 7th and 19th, 2023 meeting

Approve the minutes from the September 5th, 7th and 19th, 2023 meeting

3. Autel Drone Replacement

A. Authorize the Finance Director to record a supplemental budget appropriation for the purchase of one Autel Robotics EVO Dual 640T V3 MDV3 Drone

B. Authorize the Finance Director to perform the required supplemental appropriations and transfers necessary to make this capital asset purchase

4. Supplemental Budget Appropriation for the Purchase of (5) Chevrolet Tahoe Police Pursuit Vehicles (FB22-07)

A. Adopt **Resolution 23-122** authorizing the Finance Director to record a supplemental budget appropriation to account 6610-69401 for the additional costs to purchase the five (5) Chevrolet Tahoe Pursuit Vehicle in the amount of \$36,231.55

B. Authorize the Finance Director to increase the award amount to Wheeler Chevrolet for FB 22-07 from \$42,613.07 to \$49,859.38

5. Purchase of (3) APC Smart-UPS Batteries for Server Rooms

Adopt **Resolution 23-123** awarding the purchase to Quest Media & Supplies, Inc. for the procurement of (3) APC Smart-UPS Modular Ultra batteries in the amount of \$82,222 utilizing the CMAS contract; and authorize the Finance Director to make a supplemental appropriation utilizing unallocated fund balance from fund 622, Computer Replacement Fund, in the amount of \$22,222 with the finding that it is in the best interest of the City

6. Public Works Fiscal Year 23/24 Second Quarter Budget Adjustments

Authorize the Finance Director to make transfers within the 7120 Water Treatment Plant and 8120 Wastewater Treatment Facility operating budget accounts as listed in Attachment 1, including supplemental appropriations in the amount of \$20,000 from unallocated water funds to the 7120 Water Treatment Plant operating budget and in the amount of \$120,918 from unallocated wastewater funds to the 8120 Wastewater Treatment Facility operating budget

7. Rexel Integrated Services Agreement Award

Adopt **Resolution 23-124** awarding a five-year Integrated Services Agreement for support and service of the Rockwell Automation instrumentation systems at the Water Treatment Plant and Wastewater Treatment Facility to Rexel USA, Inc. of Sacramento, CA in the amount of \$169,905, with the finding that it is in the best interest of the City

8. Lift Station 2 Rehabilitation Project - Contingency Increase

Adopt **Resolution 23-125** authorizing an increase in the construction contingency of \$75,480.00 with a finding that it is in the best interest of the City

9. General Plan Amendment (GPA) 22-01 and Rezone (RZ) 22-02 associated with Tentative Parcel Map (TPM) 22-01 for the Ratliff Duplex Development (Continued from the September 19, 2023 regular meeting)

Adopt **Resolution 23-126** of the City Council of the City of Yuba City denying General Plan Amendment 22-01 and Rezone 22-02 for the Ratliff Duplex Development, located on 0.31 acre at the southwest corner of Cooper Avenue and Frederick Street (Assessor's Parcel Numbers 52-283-012 and -013)

10. CalRecycle Rubberized Pavement Grant - Signature Authority

Adopt **Resolution 23-127** authorizing the City Manager to execute and submit all necessary grant documentation for CalRecycle grants for a five-year period

11. Consideration of Rezone (RZ) 23-02 for the Bains – Bridge Street Project

Adopt **Ordinance 012-23** of the City Council of the City of Yuba City to adopt Rezone 23-02 for the Bains – Bridge Street project located on approximately 0.68 acres on the north side of Bridge Street approximately 300 feet west of

Walton Avenue (Assessor's Parcel Numbers 58-080-005), and waive the second reading

12. Yuba City Active Transportation Plan (Grant Award)

Adopt **Resolution 23-133** which makes the following actions:

- A. Authorizes the City Manager to execute and submit all necessary documentation related to the Caltrans Sustainable Transportation Planning, Sustainable Communities Grant
- B. Authorizes the Finance Director to make necessary budget adjustments and supplemental appropriations in the appropriate revenue and expenditure accounts

13. Signature Authority – DTSC Grant Application for cleanup of Successor Agency- owned property (442 B Street)

Adopt Joint **Resolution 23-128** which takes the following actions:

- A. Authorizes the City of Yuba City to apply for an Equitable Community Revitalization Grant for the cleanup of Successor Agency-owned property located at 422 B Street (APN 52-380- 019)
- B. Authorizes the Chair of the Successor Agency to sign an Owner Attestation Form and Site Access Agreement necessary for the grant application
- C. Authorizes the City Manager of the City of Yuba City to execute all necessary grant application documents

14. Successor Housing Agency to the Yuba City Redevelopment Agency Sale of 825 Jones Street to Harminder Singh Maan and Karmjit Kaur Maan

Adopt **Resolution 23-129** authorizing the City Manager, as the Executive Director on behalf of the Board of Directors of the Successor Housing Agency to the Yuba City Redevelopment Agency, to execute an Agreement for Purchase and Sale of Real Property located at 825 Jones Street (APN 52-411-016), and all other necessary documents, in the amount of \$290,000 to Harminder Singh Maan and Karmjit Kaur Maan, and authorize the Finance Director to place sale proceeds in the Successor Agency Low and Moderate Income Housing Asset Fund

The motion was passed unanimously

Business Items

15. Certifying Need for CalPERS 180-Day Wait Period Exception for Robert Condrey to be appointed as – Passenger Bus Driver

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

Adopt **Resolution 23-130**:

- A. Certifying the need for exception of the CalPERS 180-day wait period for Robert Condrey to be appointed as a passenger bus driver
- B. Approving the employment agreement and appointing Robert Condrey as provided in the Resolution following approval by CalPERS

The motion was passed unanimously

16. Heavy Equipment Lease Financing

Councilmember Boomgaarden moved and Councilmember Pasquale seconded the motion to:

Adopt **Resolution 23-131** awarding a contract for lease purchase financing services to JPMorgan Chase Bank, N.A., to finance the purchase of two dump trucks and an all-terrain fire engine through a Master Lease Agreement for a \$1,000,000 line of credit

The motion was passed unanimously

17. Boat, Trailer, RV Parking in Front Yard Areas

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

Initiate a Municipal Code amendment to revise the standards associated with the parking of boats, trailers, and recreational vehicles within residential front yard areas

The motion was passed unanimously

18. Consideration of 1111 Gray Ave Public Convenience or Necessity Request

Councilmember Pasquale recused himself

Kavinder Chatkara spoke

Councilmember Boomgaarden moved and Councilmember Shaw seconded the motion to:

Adopt **Resolution 23-132** making a finding of public convenience or necessity for the premise-to-premise transfer of a Type 21 (Off- Sale General) Alcoholic Beverage Control (ABC) License at 1111 Gray Avenue

The motion was passed with four (4) votes [Pasquale recused]

19. Emergency Organization Structure

Mayor Kirchner opened a Public Hearing

No public comment

Mayor Kirchner closed the Public Hearing

Councilmember Shaw moved and Councilmember Pasquale seconded the motion to:

Introduce an Ordinance of the City Council of the City of Yuba City, California, Amending Chapter 8 of the Yuba City Municipal Code regarding emergency organization, and waive the first reading

The motion was passed unanimously

[Item 20 removed from the agenda]

~~20. 2023 Nagar Kirtan Sikh Parade~~

~~Receive an update from staff on the planning efforts for the 2023 Nagar Kirtan Sikh Parade~~

Future Agenda Items

21. Future Agenda Items

No suggestions made

Reports and Communications

22. City Manager's Report

23. City Council Reports

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

Adjournment

Mayor Kirchner adjourned the Regular Meeting of the City Council and the Housing Successor Agency at 7:03 PM

ATTEST:

Wade Kirchner, Mayor

Ciara Wakefield, Deputy City Clerk

CITY OF YUBA CITY
STAFF REPORT

Date: October 17, 2023
To: Honorable Mayor & Members of the City Council;
From: Human Resources Department
Presentation By: Natalie Springer, Human Resources Director

Summary

Subject: 2024 Minimum Wage Increase
Recommendation: Adopt a Resolution to adjust the City's salary schedule to comply with the new California wage requirements effective January 1, 2024
Fiscal Impact: Hourly rate increase of \$0.50 per classification affected. The overall estimated impact in 2024 is \$4,000 affecting one (1) job classification and six (6) subclassifications.

Purpose:

To comply with California minimum wage requirements effective January 1, 2024.

Council's Strategic Goal:

Complying with the California minimum wage requirement addresses the City Council's Strategic Goal of Fiscal Responsibility.

Background:

The California minimum wage increase is effective January 1, 2024 and will increase from \$15.50 to \$16.00 per hour. To be in compliance, an increase to a classification in the Part-Time, Extra Help, Limited Term, and At-Will Contract salary is required. The Recreation Worker classification and its subclassifications will be affected. The subclassifications Recreation Leader II and Recreation Leader III will increase as a result of the increase to the subclassification Recreation Leader I. The Lifeguard/Instructor I and Lifeguard/Instructor II will also increase as a result of the minimum wage increase. Finally, any future Limited Term employees will also have to be paid at least at the new minimum wage level, although currently no Limited Term classification is affected.

Analysis:

The minimum wage increase will affect the Recreation Worker and some subclassifications. The following job classification and subclassifications will be affected:

1. Recreation Worker - subclassifications
 1. Recreation Leader I
 2. Recreation Leader II

3. Recreation Leader III
4. Recreation Specialist I
5. Lifeguard/Instructor I
6. Lifeguard/Instructor II

Fiscal Impact:

Hourly rate increase of \$0.50 per classification affected. The overall estimated impact in 2024 is \$4,000 affecting one (1) job classification and six (6) subclassifications..

Alternatives:

If not adopted, the City will be in violation of state law.

Recommendation:

Adopt a Resolution to adjust the City's salary schedule to comply with the new California wage requirements effective January 1, 2024.

Attachments:

1. 2024 CA Minimum Wage Increase Resolution
2. Salary Schedule Minimum Wage Increase 01-01-2024

Prepared By:
Aricka Espinoza
Administrative Analyst

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
APPROVING THE ADJUSTMENT OF THE SALARY SCHEDULE TO IMPLEMENT
THE NEW CALIFORNIA MINIMUM WAGE REQUIREMENT IN 2024**

WHEREAS, it is the City's responsibility to provide fair wages;

WHEREAS, the City complies with all mandatory Federal and State wage requirements;
and

WHEREAS, the California minimum wage will increase on January 1, 2024 to \$16.00 per hour;

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

Approve the adjustment to the City's salary schedule and implement the new California minimum wage requirement of \$16.00 hourly, effective January 1, 2024. This adjustment affects the Recreation Worker classification and six subclassifications below it (Recreation Leader I, II, and III, Recreation Specialist I, and Lifeguard/Instructor I and II), as depicted on the attached new salary schedule.

The Director of Finance is hereby authorized to modify the publicly available compensation schedule and to make the necessary budget adjustments to implement the provisions of this resolution.

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 17th day of October 2023.

AYES:

NOES:

ABSENT:

ATTEST:

Wade Kirchner, Mayor

Ciara Wakefield, Deputy City Clerk

Approved as to form:

Stacey Sheston
BB&K, Special Counsel

ATTACHMENT 2

CITY OF YUBA CITY
SALARY SCHEDULE AND GENERAL COMPENSATION PLAN
EFFECTIVE January 1, 2024

Part-Time, Extra Help, Limited Term, and At-Will Contract Employees

JCN	CLASSIFICATION	Bargaining Group	SALARY STEPS				
			1	2	3	4	5
0110*	Intern Worker		18.68	19.61	20.59	21.62	22.70
4002	Park Maintenance Worker (Temp)		22.23	23.35	24.51	25.74	27.02
4000	Public Works Maintenance Worker (Temp)		22.23	23.35	24.51	25.74	27.02
4125	Water/Wastewater Operator-in-Training		22.23	23.35	24.51	25.74	27.02
2030*	Reserve Police Officer (Level I) - see notes 1 & 2		20.83	—	—	—	—
	Reserve Police Officer (Level Ia) - see notes 1,2&3		32.05	—	—	—	—
2020*	Reserve Police Officer (Level II) - see notes 1 & 2		16.67	—	—	—	—
2010*	Relief Public Safety Dispatcher		23.77	—	—	—	—
300	Police Officer Trainee		16.20	—	—	—	—
0200*	Recreation Worker		16.00		TO		50.00
	(Sub Classifications)						
*	Recreation Leader I		16.00	16.46	17.28		
*	Recreation Leader II		17.28	18.14	19.05		
*	Recreation Leader III		19.05	20.00	21.00		
*	Recreation Specialist I		16.00		TO		25.00
*	Recreation Specialist II		25.00		TO		50.00
*	Lifeguard/Instructor I		17.28	18.14	19.05	20.00	21.00
*	Lifeguard/Instructor II		21.00	22.05	23.15	24.31	25.53
4116	Veterinary Assistant		20.60	21.62	22.70	23.84	25.03
3410**	Fire Recruit		20.40	—	—	—	—
3310	Fire Recruit - 40 hour work week		28.56	—	—	—	—

1/ Reserves must serve a minimum of 16 hours per month reserve service.

**CITY OF YUBA CITY
SALARY SCHEDULE AND GENERAL COMPENSATION PLAN
EFFECTIVE January 1, 2024**

Part-Time, Extra Help, Limited Term, and At-Will Contract Employees

- 2/ City purchases safety equipment and uniforms (except for regular employees who receive a uniform allowance). Shirts, ties, hats, and badge only are purchased.
 - 3/ The Reserve Police Officer would only receive the higher pay after he/she has completed the Field Training Program, has already worked his/her mandatory sixteen hours per month, and is covering a shift or partial shift for a regular full-time Officer.
 - * Indicates classifications which are not eligible for overtime compensation and are exempt from the Fair Labor Standards Act (FLSA).
 - ** Indicates classifications whose hourly rates are computed on the basis of an average 56 hour duty week.
- Effective date for minimum wage increases are based on the work date, not the pay date.

EMPLOYEE BARGAINING GROUPS

CON - Confidential	FLM - First Level Manager
PEU, Local #1 - General Employees	PD - Police Department
DH - Department Head	FIRE - Fire Department
MM - Middle Manager	PMM - Police Mid Manager
FM - Fire Management	PFLM - Police First Level Manager

CITY OF YUBA CITY
STAFF REPORT

Date: October 17, 2023
To: Honorable Mayor & Members of the City Council;
From: Fire Department
Presentation By: Jesse Alexander, Fire Chief

Summary

Subject: Emergency Organization Structure
Recommendation: Adopt an Ordinance of the City Council of the City of Yuba City, California, Amending Chapter 8 of the Yuba City Municipal Code regarding emergency organization, and waive the second reading
Fiscal Impact: No fiscal impact

Purpose:

To update the Municipal Code to modify the emergency organization structure and program, to define roles and responsibilities further, and to authorize the appointment of standby Council members pursuant to Government Code Section 8635 to act in the absence of regular Council members.

Council's Strategic Goal:

Modifying the City's emergency organizational structure supports the Council's goal of Public Safety.

Background:

The 2017 California State Emergency Plan states, "All local governments with certified disaster councils are required to develop Emergency Operations Plans (EOP) for their jurisdiction that meet state and federal requirements and are in accordance with Cal OES Local Planning Guidance." The Yuba City Disaster Council was established in 1974 and later amended in 1984. On November 15, 2022, the City Council of Yuba City adopted a Resolution approving the City of Yuba City's Emergency Operations Plan.

As outlined in the 2022 Emergency Operations Plan, a local emergency may be proclaimed by the City Council or the City Manager/Director of Emergency Services. If the City Manager/Director of Emergency Services proclaims a local emergency, the City Council must ratify it within seven (7) days. The City Council must review the need for the proclamation at least every 30 days until the local emergency is terminated.

Analysis:

In the event of an actual incident or event, threat of disaster, or extreme peril to the safety of persons and/or property caused by natural or man-made situations resulting in a local proclamation of

emergency by the City Manager/Director of Emergency Services, regular Yuba City Council members may be unable to meet the requirements of ratification within seven (7) days of the proclamation due to access or lack of physical capabilities. Staff proposes to amend Chapter 8 of the Yuba City Municipal Code in its entirety, which is outlined in Exhibit A, which addresses the appointment of standby Council members pursuant to Government Code section 8635 to act in the absence of regular Council members and selection of temporary City Council members. The proposed changes address the following:

Additional Flexibility: In the event that a Council cannot be formed during an emergency, under State law, the Chairman of the Sutter Board of Supervisors can appoint temporary Council members. If the Sutter County Chairman is not available, then the Chairman of other counties within a 150-mile radius can be used to appoint temporary Council members. If none are available, then the mayors of other cities can be used to make an appointment. This can result in a delay in the ratification of a declaration of emergency by the City Manager within the seven days required by law. The proposed ordinance sets up a process where Councilmembers appoint “standby members” from their District, which are ratified by the City Council, who serve in the event of the absence or unavailability of the Councilmember during an emergency. This allows for additional local control, provides for a clear chain of succession, and allows for action to be more swiftly taken by the City Council during an emergency.

Disaster Council: The City Council sits as the Yuba City Disaster Council. The proposed ordinance clarifies that if the Mayor is unavailable, the Vice-Mayor serves as the chair. If the Vice-Mayor is unavailable, the remaining elected Councilmembers will serve as the chair starting with District 1. Only if there are no elected council members shall an activated “standby” councilmember serve as the chair.

Director of Emergency Services: The City Manager serves as the Director of Emergency Services. The proposed ordinance confirms the City Manager’s authority to designate a replacement in the event the City Manager is unavailable and to designate an order of succession. It also confirms the City Council’s authority to appoint an Acting City Manager if the City Manager cannot do so.

Clarification of Authority: The proposed ordinance clarifies the authority of the Director of Emergency Services to carry out the City’s Emergency Operations Plan, issue rules and regulations (subject to subsequent ratification by the City Council), authorize the use of any gifted services, or equipment, etc., and to declare a shelter crisis in a situation where a significant number of persons are without the ability to obtain shelter.

Fiscal Impact:

No Fiscal Impact

Alternatives:

The Council may take no action, leaving the current Municipal Code in place.

Recommendation:

Adopt an Ordinance of the City Council of the City of Yuba City, California, Amending Chapter 8 of the Yuba City Municipal Code regarding emergency organization, and waive the second reading.

Attachments:

1. Yuba City Emergency Organization Ordinance

Prepared By:

Submitted By:

Jesse Alexander
Fire Chief

Diana Langley
City Manager

ATTACHMENT 1

ORDINANCE _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF YUBA CITY, CALIFORNIA, AMENDING CHAPTER 8 OF THE YUBA CITY MUNICIPAL CODE REGARDING EMERGENCY ORGANIZATION

WHEREAS, the City Council of the City of Yuba City adopted Ordinance No. 682 in 1974 and Ordinance No. 952 in 1984 to establish the City's Emergency Organization structure and program; and

WHEREAS, the City Council desires to update the City's Emergency Organization structure and program to further define roles and responsibilities, and to authorize the appointment of standby Council members pursuant to Government Code Section 8635 to act in the absence of regular Council members.

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

SECTION 1. Findings. The City Council finds that the above recitals are true and correct and are incorporated herein by this reference as if set forth in full.

SECTION 2. Emergency Organization. Chapter 8 of the Yuba City Municipal Code is hereby amended in its entirety as set forth in Exhibit A hereto.

SECTION 3. Severability. If any section, subsection, subdivision, 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, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more section, subsection, subdivision, sentence, clause, phrase, or portion thereof be declared invalid or unconstitutional.

SECTION 4. Effective Date and Publication. This Ordinance shall take effect 30 days after its adoption. The City Clerk, or duly appointed deputy, shall attest to the adoption of this Ordinance and shall cause this Ordinance to be posted in the manner required by law.

Introduced and read at a regular meeting of the City Council of the City of Yuba City on the 3rd day of October, 2023, and passed and adopted at a regular meeting held on the 17th day of October, 2023.

AYES:
NOES:
ABSENT:
ABSTAIN:

Wade Kirchner, Mayor
City of Yuba City

ATTEST:

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM:

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

Exhibit A: Chapter 8. EMERGENCY ORGANIZATION

DRAFT

EXHIBIT A

CHAPTER 8. EMERGENCY ORGANIZATION

Sec. 2-8.01. Purposes.

The declared purposes of this chapter are to comply with the provisions of the California Emergency Services Act, Title Two, Division One, Chapter Seven of the Government Code of the State of California (commencing with Section 8585.5 or successor legislation) and to provide for the preparation and carrying out of plans for the protection of persons and property within this City in the event of an emergency; the direction of the ~~E~~emergency ~~o~~Organization; and the coordination of the emergency functions of this City with all other public agencies, corporations, organizations, and affected private persons.

Sec. 2-8.02. Emergency defined.

As used in this chapter, "emergency" shall mean the actual or threatened existence of conditions of disaster or of extreme peril to the safety of persons and property within the City caused by such conditions as air pollution, fire, flood, storm, epidemic, riot, earthquake, or other conditions, including conditions resulting from war or the imminent threat of war, but other than conditions resulting from a labor controversy, which conditions are, or are likely to be, beyond the control of the services, personnel, equipment, and facilities of the City, requiring the combined forces of other political subdivisions to combat.

Sec. 2-8.03. Disaster Council—Membership.

The Yuba City Disaster Council is hereby created and shall consist of the following:

- (a) The Mayor, who shall be the Chair~~man~~ (if the Mayor is unavailable then the Vice-Mayor shall be the Chairperson; if the Vice-Mayor is unavailable then the Councilmembers from District 1 through 5 (in order) shall be the Chairperson; but no Standby member shall be Chairperson unless no Councilmembers are available);
- (b) The Director of Emergency Services, who shall be the Vice-Chair~~man~~;
- (c) Such chiefs of emergency services as are provided for in a current Emergency Plan of the City adopted pursuant to the provisions of this chapter; and
- (d) Such representatives of civic, business, labor, veteran, professional, or other organizations having an official emergency responsibility, as may be appointed by the Director of Emergency Services with the advice and consent of the City Council.

Sec. 2-8.04. Disaster Council—Powers and duties; meetings.

It shall be the duty of the Yuba City Disaster Council, and it is hereby empowered, to develop and recommend for adoption by the City Council emergency and mutual aid plans and agreements and such ordinances, resolutions, rules, and regulations as are necessary to implement such plans and agreements. The Disaster Council shall meet upon the call of the Chair~~man~~ or, in his or her absence from the City or inability to call such meeting, upon the call of

the Vice-Chairman or, in their absence from the City or inability to call such meeting, upon the call of the next most senior Councilmember.

Sec. 2-8.05. Director of Emergency Services—Offices created.

- (a) There is hereby created the office of Director of Emergency Services. The City Manager shall be the Director of Emergency Services. If the City Manager is unavailable the City Manager may designate an Acting City Manager. If the City Manager is unavailable and unable to appoint an Acting City Manager such an appointment can be made by the City Council.
- (b) There is hereby created the office of Assistant Director of Emergency Services, who shall be appointed by the Director of Emergency Services.

Sec. 2-8.06. Director of Emergency Services—Powers and duties.

- (a) The Director of Emergency Services is hereby empowered to:
- (1) Request the City Council to proclaim the existence or threatened existence of a "local emergency," if the City Council is in session, or to issue such proclamation if the City Council is not in session. Whenever a local emergency is proclaimed by the Director of Emergency Services, the City Council shall take action to ratify the proclamation within seven days thereafter, or the proclamation shall have no further force or effect;
 - (2) Request the Governor of the State to proclaim a "state of emergency" when, in the opinion of the Director of Emergency Services, the locally available resources are inadequate to cope with the emergency;
 - (3) Control and direct the effort of the Emergency Organization of the City for the accomplishment of the purposes of this chapter;
 - (4) Direct cooperation between, and coordination of, the services and staff of the Emergency Organization of the City and resolve questions of authority and responsibility which may arise between them;
 - (5) Represent the City in all dealings with public or private agencies on matters pertaining to emergencies as defined in Section 2-8.02 of this chapter; and
 - (6) In the event of the proclamation of a "local emergency," as provided in this subsection (a), the proclamation of a "state of emergency" by the Governor or the Director of the California Office of Emergency Services, or the existence of a "state of war emergency," the Director of Emergency Services, and in his or her absence, the Assistant Director, is hereby empowered:
 - (i) To implement and carry out the City's Emergency Operations Plan;
 - (ii) To make and issue rules and regulations on matters reasonably related to the protection of life and property as affected by such emergency; provided,

however, such rules and regulations shall be confirmed at the earliest practicable time by the City Council;

(iii) To obtain vital supplies, equipment, and such other properties found lacking and needed for the protection of life and property, to bind the City for the fair value thereof, and, if required immediately, to commandeer the same for public use;

(iv) To require the emergency services of any City officer or employee and, in the event of the proclamation of a "state of emergency" in the County of the existence of a "state of war emergency," to command the aid of as many citizens of the community as he or she deems necessary in the execution of his or her duties. Such persons shall be entitled to all the privileges, benefits, and immunities as are provided by State laws for registered disaster service workers;

(v) To requisition the necessary personnel or materials of any City department or agency;

(vi) To execute all of his or her ordinary powers as City Manager, all of the special powers conferred upon him or her by the provisions of this chapter or by resolution of Emergency Operations Plan adopted by the City Council pursuant to the provisions of this chapter, and all powers conferred upon him or her by any statute, by any agreement approved by the City Council, or by any other lawful authority;

(vii) To authorize the use of any gifts of services, equipment, temporary loan of equipment, supplies, goods or other in-kind donations, as necessary to provide for the protection of life and property, regardless of whether the donation comes from public or private sources. The order authorizing the use of any gifts shall be in writing. Any such donations used by the City shall be deemed duly accepted by the City Council in accordance with Section 37354 of the California Government Code. A report of all such gifts shall be made to the City Council at its next regular meeting for review.

(viii) In the event of a situation in which a significant number of persons are without the ability to obtain shelter, resulting in a threat to their health and safety, the Director of Emergency Services may issue a declaration of a shelter crisis pursuant to Section 8698.2 of the California Government Code, and exercise all authority in accordance with Chapter 7.8 of Division 1 of Title 2 of the Government Code.

- (7) Assign, as he or she determines appropriate, responsibility to emergency services chiefs for developing and directing the various City emergency response capabilities and providing for the training of City personnel.
- (b) The Director of Emergency Services shall designate the order of succession to his or her office to take effect in the event the Director is unavailable to attend meetings or otherwise perform his or her duties during an emergency. Such order of succession shall be approved by the City Council. The Assistant Director of Emergency

Services, under the supervision of the Director, shall have such powers and duties as may be assigned by the Director.

Sec. 2-8.07. Emergency organization.

All officers and employees of the City, together with those volunteer forces enrolled to aid them during an emergency, and all groups, organizations, and persons who may, by agreement or operation of law, including persons pressed into service pursuant to the provisions of subsection (iv) of subsection (6) of subsection (a) of Section 2-8.06 of this chapter, be charged with duties incident to the protection of life and property in the City during such emergency, shall constitute the Emergency Organization of the City.

Sec. 2-8.08. Emergency Operations Plan.

The Yuba City Disaster Council shall be responsible for the development of the City of Yuba City Emergency Operations Plan, which shall provide for the effective mobilization of all the resources of the City, both public and private, to meet any condition constituting a local emergency, a state of emergency, or a state of war emergency, and shall provide for the organization, powers and duties, services, and staff of the Emergency Organization. Such plan shall take effect upon adoption by resolution of the City Council.

Sec. 2-8.09. Standby City Council Members.

Standby members of the City Council ("Standby members") are hereby authorized pursuant to the provisions of California Government Code Sections 8635 through 8644.

- (a) Each Council member may appoint up to three Standby members. If a Council member appoints more than one Standby member they shall be designated in order of succession (i.e. Standby 1, Standby 2, and Standby 3). Standby members must live in the Council District of the Council member making the appointment. Standby members should have prior experience serving on a City or local agency board, commission or council, but such experience is not mandatory. Consideration should be given to places of residence and work, so that the greatest probability of survivorship or availability shall exist. Appointment, removal, or replacement of Standby members may be made at any time and shall be subject to, and effective upon, ratification by the City Council. For newly elected or appointed Council members, the initial appointment of at least one standby member shall occur at the first regular Council meeting following the swearing-in of the newly elected or appointed Council member.
- (b) Standby members shall serve at the pleasure of the appointing Council member and may be removed and replaced at any time with or without cause subject to ratification by the City Council.
- (c) A Standby member shall confirm his or her acceptance of the appointment by taking the oath of office set forth in Article XX, Section 3, of the Constitution of the State of California at the time of appointment set forth in subsection (a) of this section.
- (d) Standby members must be informed of the duties of a Council member, be provided a copy of Article 15, Chapter 7, Division 1, Title 2 of the California Government Code,

keep informed of the business of the City Council to fill the position competently, immediately report for duty during a state of war emergency, a state of emergency, or a declared local emergency, and fill the position when their appointing regular Council member is unavailable during a state of war emergency, a state of emergency, or a declared local emergency.

- (e) Standby members may become activated during a state of war emergency, a state of emergency, or a declared local emergency. No Standby member shall become a member of the City Council unless there is a declared emergency described above. The mere vacancy of the regular Council member's office absent a declared emergency shall not activate the Standby member. The Standby member shall serve during the emergency if his or her regular member is unavailable, meaning that the regular member is killed, missing, or so seriously injured as to be unable to attend meetings and otherwise perform duties. Any question as to whether a particular member is unavailable shall be settled by the remaining available members of the Council, including Standby members who are serving at that time.
- (f) Upon standby Council members becoming activated, the City Council shall, if necessary, determine offices. In the event that both the Mayor and Vice Mayor are unavailable, then the remaining regular members of the Council shall determine the Temporary Presiding Officer. No Standby member shall become Mayor or Temporary Presiding Officer if any of the regular Council members are available to fill such position, although the Standby member shall continue to serve as a member of the governing body until the termination of the emergency, until the regular member becomes available, or until the regular member is replaced pursuant to provisions of State law.
- (g) The functions and duties of Standby members shall be as described in California Government Code Section 8641 and successor legislation.

Sec. 2-8.10. Temporary City Council Members.

Should all members of the Council, including all Standby members, be unavailable, temporary officers shall be appointed to serve until a regular member or a Standby member becomes available or until the election or appointment of a new regular or Standby member. Temporary officers shall be appointed as follows:

- (a) By the chairman of the Sutter County Board of Supervisors, but if not available, then
- (b) By the chairman of the Board of Supervisors of any other County within 150 miles of the City, beginning with the nearest and most populated county (Yuba County) and going to the farthest and least populated. If none is unavailable, then
- (c) By the mayor of any City within 150 miles of the City, beginning with the nearest and most populated City (Marysville) and going to the farthest and least populated.

Sec. 2-8.11. Expenditures.

Any expenditures made in connection with emergency activities, including mutual aid activities, shall be deemed conclusively to be for the direct protection and benefit of the inhabitants and property of the City.

Sec. 2-8.12. Punishment of violations.

It shall be a misdemeanor, punishable by a fine of not to exceed \$1000, or by imprisonment for not to exceed six months, or both, for any person during an emergency to:

- (a) Willfully obstruct, hinder, or delay any member of the Emergency Organization in the enforcement of any lawful rule or regulation issued pursuant to the provisions of this chapter or in the performance of any duty imposed upon him or her by virtue of the provisions of this chapter;
- (b) Do any act forbidden by any lawful rule or regulation issued pursuant to the provisions of this chapter if such act is of such a nature as to give, or be likely to give, assistance to the enemy or to imperil the lives or property of inhabitants of the City, or to prevent, hinder, or delay the defense or protection thereof; or
- (c) Wear, carry, or display, without authority, any means of identification specified by the California Office of Emergency Services.

Sec. 2-8.13. Repeal of conflicting ordinances.

Ordinance Nos. 682 and 952 are hereby repealed; provided, however, it is the intent of the City Council in enacting this chapter that it shall be considered as a revision and continuation of said ordinances, and the status of volunteers shall not be affected by such repeal, nor shall civil defense and disaster mutual aid plans and agreements, rules and regulations, or resolutions adopted pursuant to such repealed ordinances be affected by such repeal until amended, modified, or superseded as provided in this chapter.

CITY OF YUBA CITY
STAFF REPORT

Date: October 17, 2023
To: Honorable Mayor & Members of the City Council;
From: Public Works Department
Presentation By: Ben Moody, Public Works & Development Services Director

Summary

Subject: Green Means Go Program – Harter Parkway Corridor Improvement Project

Recommendation: Adopt a Resolution which takes the following actions:

A. Authorizes the City Manager to accept and execute all documents associated with the Green Means Go Program – Harter Parkway Corridor Improvement Project grant award on behalf of the City

B. Authorizes the Finance Director to make any necessary budget adjustments and supplemental appropriations to receive the grant funding and provide the City's required match funds

Fiscal Impact: \$1,464,000 broken down as follows:
 \$1,351,000 – Green Means Go grant funds
 \$ 113,000 – Unallocated wastewater funds

Purpose:

To facilitate and encourage the development of infill property located in the Harter Specific Plan area.

Council's Strategic Goal:

This project addresses multiple City Council Strategic Goals, primarily maintaining the financial stability and sustainability of the City and enhancing the business-friendly environment for the City.

Background:

On March 5, 2019, Council adopted a resolution supporting the Sacramento Area Council of Governments' (SACOG's) Green Means Go initiative. This initiative is a multi-year pilot program to lower gas emissions in the six-county Sacramento region, which includes Sutter County, by accelerating infill development, maximizing travel options, and encouraging electric charging infrastructure. The program is anticipated to bring additional State funding to our region.

On September 21, 2021, Council adopted a resolution nominating two Green Zones for the program (the Redevelopment Zone and the Promotion Zone) based on substantial coordination between City and SACOG staff. The proposed Green Zones were established based on the Green Mean Go program's concept of analyzing a jurisdiction's infill and undeveloped parcels, and then finding locations that have existing challenges and barriers for development.

In August 2022, SACOG released a call for projects in the Planning and Capital categories of the program, which were established to fund corridor-wide rezoning, environmental, and infrastructure planning and non-transportation infrastructure construction, respectively. On October 27, 2022, after pre-application consultation with SACOG staff, City staff submitted two applications in the Capital category; one for the North Plumas Corridor Improvement Project intended to encourage development of the vacant parcel west of the Fremont Medical Center on Plumas Street and the other for the Harter Parkway Corridor Improvement Project intended to encourage development of multi-family housing at the southwest corner of Harter Parkway and Butte House Road (Attachment 2).

Analysis:

On March 16, 2023, SACOG notified staff that the City's application for the Harter Parkway Corridor Improvement Project was approved. The next step involves entering into a grant agreement with SACOG. Once the grant agreement is executed, staff will contract with an engineering consultant to prepare plans and specifications for the project, which will be brought to Council for approval and authorization to advertise for bids. The goal is to bid the project in Spring 2024 for construction in Summer 2024, which is anticipated to coordinate well with on-going development projects in the Harter Specific Plan area. Grant funds must be spent by June 30, 2026

Fiscal Impact:

The total estimated cost of the project is \$1,464,000, which consists of \$1,351,000 in Green Means Go grant funding and \$113,000 in unallocated wastewater funds. Detailed fiscal impacts will be presented to Council at the time of awarding a construction contract for the project. Staff is requesting authorization for the Finance Director to make the necessary budget adjustments and supplemental appropriations to receive the grant funding and provide the required City match.

Alternatives:

Do not authorize the requested signature authority and forego this opportunity to receive grant funding for the project.

Recommendation:

Adopt a Resolution which takes the following actions:

- A. Authorizes the City Manager to accept and execute all documents associated with the Green Means Go Program – Harter Parkway Corridor Improvement Project grant award on behalf of the City.
- B. Authorizes the Finance Director to make any necessary budget adjustments and supplemental appropriations to receive the grant funding and provide the City's required match funds.

Attachments:

1. Resolution – Green Means Go Program – Harter Parkway Corridor Improvement Project – Signature Authority
2. Maps

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
ACCEPTANCE AND EXECUTION OF ALL DOCUMENTS RELATED TO THE GREEN
MEANS GO PROGRAM – HARTER PARKWAY CORRIDOR IMPROVEMENT PROJECT
GRANT AND ANY NECESSARY RELATED BUDGET ADJUSTMENTS AND
SUPPLEMENTAL APPROPRIATIONS TO COMPLY WITH THE GRANT**

WHEREAS, the Sacramento Area Council of Governments' (SACOG's) Green Means Go Program is a multi-year pilot program to lower gas emissions in the six-county Sacramento region, which includes Sutter County, by accelerating infill development, maximizing travel options, and encouraging electric charging infrastructure; and

WHEREAS, the City Council of the City of Yuba City has been supportive of the Green Means Go Program through Resolutions 19-011 and 21-139; and

WHEREAS, the City has been awarded a Green Means Go Program grant by SACOG in the Capital category for the Harter Parkway Corridor Improvement Project, which is expected to accelerate the infill development of multi-family housing.

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

1. The above recitals are true and correct and incorporated herein by this reference.
2. The City Manager is authorized to accept and execute all documents associated with the Green Means Go Program – Harter Parkway Corridor Improvement Project grant award on behalf of the City.
3. The Finance Director is authorized to make any necessary budget adjustments and supplemental appropriations to receive the grant funding and provide the City's required match funds.

The foregoing joint 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 17th day of October, 2023.

AYES:

NOES:

ABSENT:

ATTEST:

Wade Kirchner, Mayor

Ciara Wakefield, Deputy City Clerk

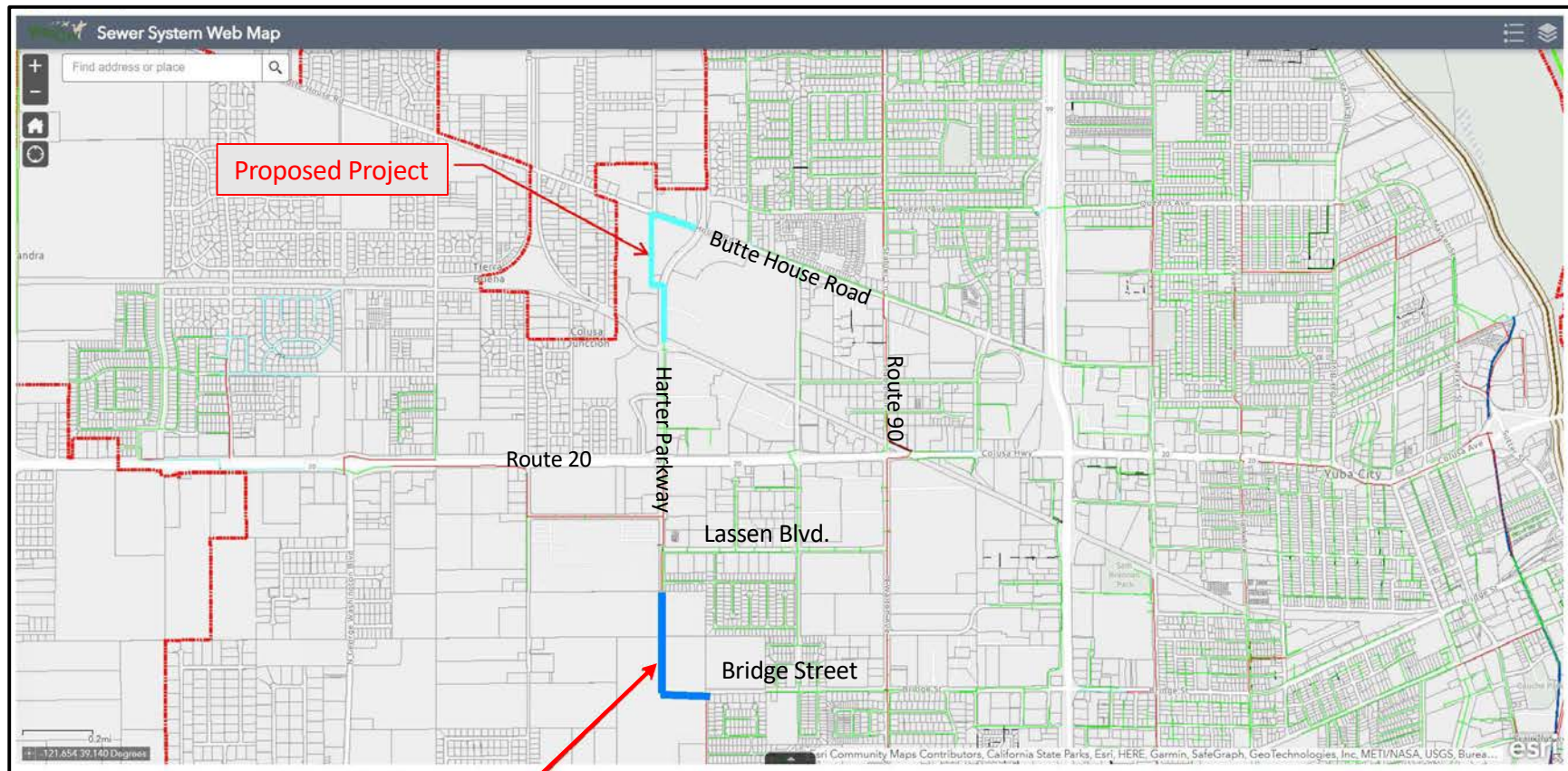
APPROVED AS TO FORM:

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

ATTACHMENT 2

FIGURE 3: YUBA CITY PROJECT LOCATION

Yuba City Harter Parkway Corridor Improvements

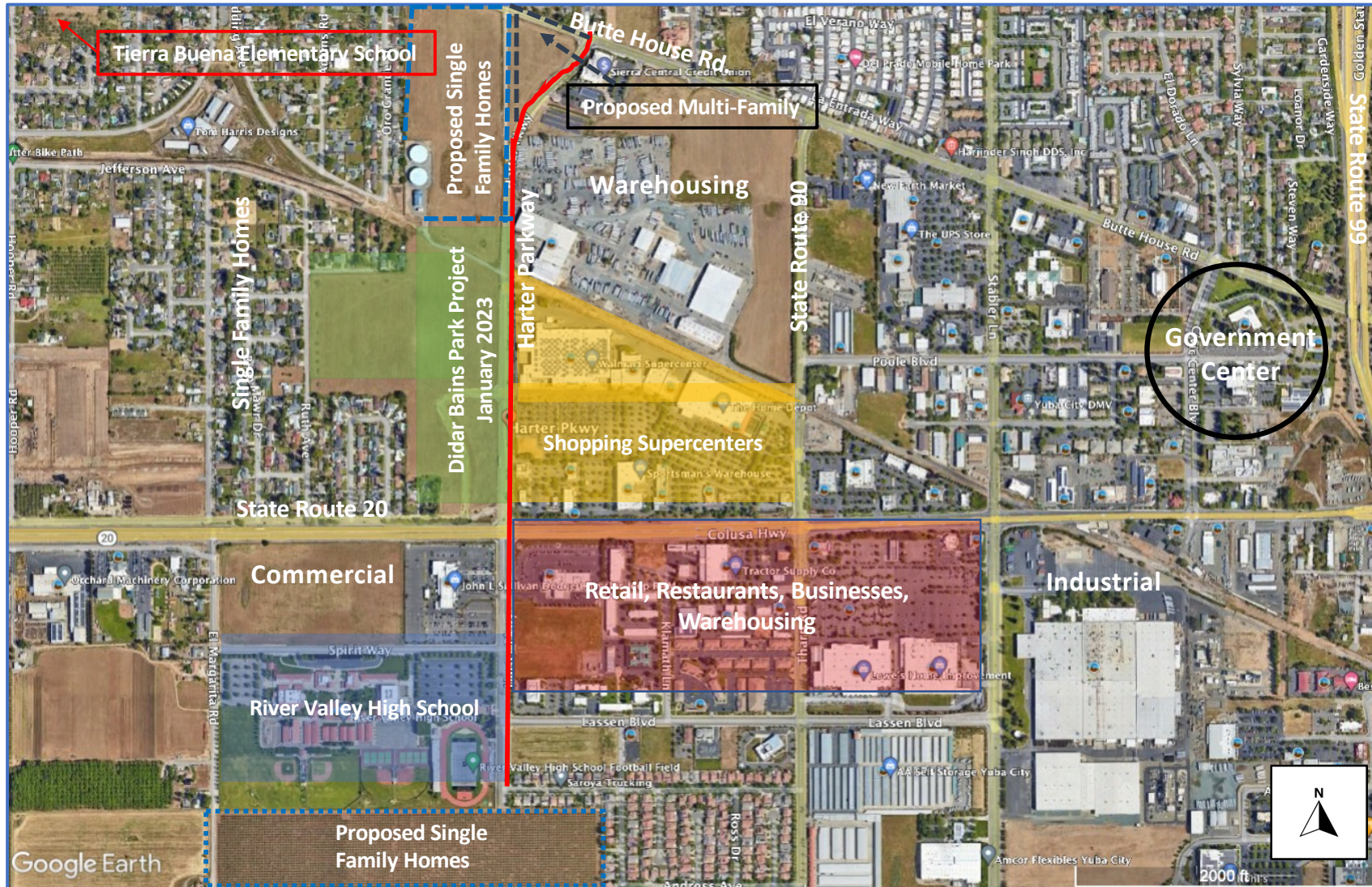


Next step in the Harter Parkway Corridor Sewer Extension at Bridge Street and Harter Parkway.

Yuba City's Harter Parkway Corridor Improvement project will facilitate infill development along Harter Parkway in the City's Promotion Green Zone. The plan to update sewer infrastructure at north Harter Parkway and Butte House Road is the focus of this project, to be followed by the southern portion of Harter Parkway at Bridge Street. Providing sewer infrastructure to residents and businesses along Harter Parkway will open the capacity to focus on new development and housing throughout the Promotion Green Zone.

FIGURE 4: CORRIDOR OVERVIEW

Yuba City Harter Parkway Corridor Improvements



The Harter Parkway Corridor Improvement Project (Corridor) is in the northwest section of Yuba City. The Promotion Green Zone consists of shopping supercenters (Walmart, Home Depot, and Marshalls), industrial and the center of Yuba City's government to the east. River Valley High School, a Title 1 school with a student enrollment of 1,810 and Didar S. Bains, a new community park project are located to the west of the Corridor. Increased housing and infill development can only be accomplished if basic City services are available, which will start with sewer infrastructure at Harter Pkwy and Butte House Rd. through grant funding from Green Means Go.

CITY OF YUBA CITY
STAFF REPORT

Date: October 17, 2023
To: Honorable Mayor & Members of the City Council;
From: Administration Department
Presentation By: Diana Langley, City Manager

Summary

Subject: Revenue Ad Hoc Committee Recommendation
Recommendation: Receive an update and recommendation from the Revenue Ad Hoc Committee comprised of Vice Mayor Harris and Councilmember Boomgaarden
Fiscal Impact: The fiscal impact is dependent on the success of a proposed revenue measure

Purpose:

To develop a potential revenue measure for the November 2024 election.

Council's Strategic Goal:

If the revenue measure is successful, the proceeds would support the City Council's overarching goal of Quality of Life, and address Public Safety, Fiscal Responsibility, Infrastructure, and Business Friendly.

Background:

On December 20, 2022, the City Council designated Vice Mayor Harris and Councilmember Boomgaarden to participate on a Revenue Ad Hoc Committee (Revenue Ad Hoc). In January 2023, the Revenue Ad Hoc reviewed a variety of items with staff including the City's Five-Year Fiscal Outlook, public safety priorities, and road conditions. Upon review of the materials, the City's revenues are not projected to be sufficient to maintain fiscal sustainability, address public safety priorities, and improve the poor road conditions throughout the city. The Revenue Ad Hoc recommended taking the next steps to evaluate a potential revenue measure.

On March 7, 2023, the City Council awarded a contract to Smart Marketing & Public Affairs (Smart Marketing) for revenue measure consulting services. The scope of work is broken into 4 phases:

Phase	Description	Timeframe
1	Assessment, Strategy and Message Development	March-April 2023
2	Communicating the Need	May-October 2023
3	Building Understanding	November 2023-April 2024

4	Qualifying the Ballot Measure	May-August 2024
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On a separate but parallel path, the Sutter County Grand Jury evaluated the city's roads. On July 15, 2023, the City received the 2022-2023 Grand Jury Final Report which identified four findings and made four recommendations. The full report along with the City's responses are attached. A summary of the four findings, recommendations, and brief responses are provided below.

Findings:

- Finding 1 - The road pavements throughout Yuba City currently require extensive maintenance and refurbishment to sufficiently provide for critical transportation infrastructure. *(Response: City agrees with the finding.)*
- Finding 2 - The budget for the road pavements of Yuba City is inadequate to improve or even maintain their current Poor/Fair condition into the future. *(Response: City agrees with the finding.)*
- Finding 3 - Yuba City has created an App "YC311" to make it easier for residents to report road maintenance concerns. *(Response: Grand Jury did not request a response.)*
- Finding 4 - The Yuba City Council is attempting to address the serious problems with the deteriorating municipal road pavements and is struggling to find a funding solution. *(Response: City agrees with the finding.)*

Recommendations:

- Recommendation 1 - The City Council of Yuba City must create a funding plan by April 30, 2023, to finance the program that the Public Works Department has formed for continuous improvements of the road pavement conditions throughout Yuba City. *(Response: Recommendation requires further analysis.)*
- Recommendation 2 - The Yuba City Council must make efforts to survey and determine the public's views on a sales tax for additional funding to address road pavement maintenance by December 31, 2023. *(Response: Recommendation will not be implemented because it is not warranted.)*
- Recommendation 3 - The Sutter County Grand Jury recommends that the Yuba City Council authorize an independent audit to be completed by April 30, 2024, to examine if additional cost savings can be found to help pay for road maintenance and refurbishment. The audit findings must be made available to the public. *(Response: Recommendation will not be implemented because it is not warranted.)*
- Recommendation 4 - The Yuba City Council should propose a sales tax to only Yuba City voters by the next election to increase funding for only road pavement maintenance and refurbishment for Yuba City. *(Response: Recommendation requires further analysis and study.)*

Analysis:

The Revenue Ad Hoc would like to provide an update and recommendation to the full City Council regarding a potential revenue measure.

Fiscal Impact:

The fiscal impact is dependent on the success of a proposed revenue measure.

Alternatives:

1. Do not receive a report from the Revenue Ad Hoc.

Recommendation:

Receive an update and recommendation from the Revenue Ad Hoc Committee comprised of Vice Mayor Harris and Councilmember Boomgaarden.

Attachments:

1. Attachment A - Sutter County Grand Jury Report Responses

Prepared By:

Diana Langley
City Manager

Submitted By:

Diana Langley
City Manager

ATTACHMENT A

CITY OF YUBA CITY
STAFF REPORT

Date: September 5, 2023
To: Honorable Mayor & Members of the City Council;
From: Public Works Department
Presentation By: Ben Moody, Public Works & Development Services Director

Summary

Subject: 2022-2023 Grand Jury Report Response
Recommendation: Approve the response to the 2022-2023 Sutter County Grand Jury Final Report regarding road conditions in the City
Fiscal Impact: None at this time

Purpose:

To respond to the 2022-2023 Sutter County Grand Jury Final Report in accordance with state penal codes.

Council's Strategic Goal:

This item is related to the City Council's Strategic Goal to maintain and improve the City's *Infrastructure*.

Background:

On July 15, 2023, the City received the 2022-2023 Grand Jury Final Report from the Superior Court of California, County of Sutter (Attachment 2). The report is a review of the City's road infrastructure and associated funding needs. The findings and recommendations made by the Grand Jury are summarized below.

Findings

- F1 – The road pavements throughout Yuba City currently require extensive maintenance and refurbishment to sufficiently provide for critical transportation infrastructure.
- F2 – The budget for the road pavements of Yuba City is inadequate to improve or even maintain their current Poor/Fair condition into the future.
- F3 – Yuba City has created an App "YC311" to make it easier for residents to report road maintenance concerns.
- F4 - The Yuba City Council is attempting to address the serious problems with the deteriorating municipal road pavements and is struggling to find a funding solution.

Recommendations

- R1 – The City Council of Yuba City must create a funding plan by April 30, 2024 to finance the program that the Public Works Department has formed for continuous improvements of the road pavement conditions throughout Yuba City. (F1, F2)
- R2 – The Yuba City Council must make efforts to survey and determine the public's views on a sales tax for additional funding to address road pavement maintenance by December 31, 2023. (F4)
- R3 – The Sutter County Grand Jury recommends that the Yuba City Council authorize an independent audit to be completed by April 30, 2024, to examine if additional cost savings can be found to help pay for road maintenance and refurbishment. The audit findings must be made available to the public. (F1, F2, F4)
- R4 – The Yuba City Council should propose a sales tax to only Yuba City voters by the next election to increase funding for only road pavement maintenance and refurbishment for Yuba City. (F1, F2, F4)

Analysis:

The Grand Jury made the findings and recommendations above with a requirement for the City to respond within 90 days. Staff has prepared a response for Council consideration and approval (Exhibit 1A).

Per the City response, the City agrees with Findings 1, 2, and 4, as requested by the Grand Jury, and has responded to each of the four (4) recommendations. As described in Exhibit 1A, Recommendations 1 and 4 may require further analysis.

Fiscal Impact:

None at this time. Costs may be associated with additional work to further address the report recommendations.

Alternatives:

Approve the Grand Jury response with modifications.

Recommendation:

Approve the response to the 2022-2023 Sutter County Grand Jury Final Report regarding road conditions in the City.

Attachments:

1. Attachment 1 - Resolution 22-23 Grant Jury Report Response Approval
2. Exhibit 1A - 22-23 Grand Jury Report Response - Roads
3. Attachment 2 - Grand Jury Report_Rough Roads_6-16-23

Prepared By:

Benjamin K. Moody
Public Works and Development Services Director

Submitted By:

Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. 23-__

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
APPROVING THE RESPONSE TO THE 2022-2023 GRAND JURY FINAL REPORT
FROM THE SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF
SUTTER REGARDING ROAD CONDITIONS AND MAINTENANCE IN THE CITY**

WHEREAS, on July 15, 2023, the City received the 2022-2023 Grand Jury Final Report from the Superior Court of the State of California, County of Sutter, which evaluated the conditions, funding, and maintenance of roads within the City; and

WHEREAS, the report made four (4) findings and four (4) recommendations regarding the City's road infrastructure funding and planning, which highlighted the City's insufficient resources to maintain or improve the current road conditions and are incorporated herein by reference; and

WHEREAS, the City was instructed to respond to the findings and recommendations of the Grand Jury Final Report within 90 days of receipt in accordance with state penal codes; and

WHEREAS, the City has prepared a response for the Sutter County Superior Court as directed for approval and execution by the City Council and the Public Works and Development Services Director, is attached as Exhibit 1A, and is incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Yuba City approves the response to the 2022-2023 Grand Jury Final Report from the Superior Court of the State of California, County of Sutter regarding City road conditions and will execute the response included as Exhibit 1A for submission to the Superior Court.

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 5th day of September, 2023.

AYES:

NOES:

ABSENT:

ATTEST:

Wade Kirchner, Mayor

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY

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

Attachment:

Exhibit 1A – 22-23 Grand Jury Report Response – Roads

EXHIBIT 1A



September 5, 2023

Presiding Judge of the Superior Court
County of Sutter
1175 Civic Center Blvd.
Yuba City, CA 95993

Re: Response to 2022-2023 Sutter County Grand Jury Final Report

To the Honorable Presiding Judge:

This letter is the official consolidated response of the City of Yuba City regarding the Grand Jury Report entitled "Local Government Report – Rough Roads Ahead for Yuba City."

Grand Jury Findings

- F1.** The road pavements throughout Yuba City currently require extensive maintenance and refurbishment to sufficiently provide for critical transportation infrastructure.

Response: *The City agrees with the finding. Additionally, non-critical transportation infrastructure such as local residential roads require similar levels of maintenance and refurbishment that affect the overall quality of life for City residents.*

- F2.** The budget for the road pavements of Yuba City is inadequate to improve or even maintain their current Poor/Fair condition into the future.

Response: *The City agrees with the finding. Available funding from existing state and federal gas taxes is insufficient to provide necessary maintenance to keep City roadways from further deterioration. As stated in the Grand Jury Report, road conditions are at a critical level, with costs to rehabilitate roads exponentially increasing with time due to lack of maintenance.*

- F3.** Yuba City has created an App "YC311" to make it easier for residents to report road maintenance concerns.

Note: The Grand Jury did not request a response to Finding F3

- F4.** The Yuba City Council is attempting to address the serious problems with the deteriorating municipal road pavements and is struggling to find a funding solution.

Response: *The City agrees with the finding. The City has thoroughly reviewed the budgets and available funding sources, including special efforts made to establish a Council Budget Ad-hoc Committee, hiring grant consultants to increase available funds, and through regular audits to review and prioritize funds.*

Over recent years, staff has been coordinating to obtain any grant funding related to roads and road maintenance to help with funding solutions, while also working to prioritize the use of available funds as efficiently as possible using new product types and technology.

Recommendations

- R1.** The City Council of Yuba City must create a funding plan by April 30, 2024, to finance the program that the Public Works Department has formed for continuous improvements of the road pavement conditions throughout Yuba City. (F1, F2)

Response: *The recommendation requires further analysis. The City has recently coordinated to establish a Revenue Ad-hoc Committee and hire a consultant to help develop a potential revenue measure for the November 2024 election. These efforts directly precipitate the development of a sustainable road funding plan per the Grand Jury recommendation. A date after the November 2024 election is required for the City to create a funding plan that provides for continuous Citywide pavement condition improvements.*

- R2.** The Yuba City Council must make efforts to survey and determine the public's views on a sales tax for additional funding to address road pavement maintenance by December 31, 2023. (F4)

Response: *The recommendation will not be implemented because it is not warranted. The City has previously obtained sufficient survey data from the public, including relatively recent countywide polling data related to road maintenance funding. The survey data has shown that there is strong support for the use of funds for maintaining roads throughout the community. Additional surveys are not anticipated to change since the data was last collected. The City believes the resources required for the recommended effort can be better utilized on other priorities.*

- R3.** The Sutter County Grand Jury recommends that the Yuba City Council authorize an independent audit to be completed by April 30, 2024, to examine if additional cost savings can be found to help pay for road maintenance and refurbishment. The audit findings must be made available to the public. (F1, F2, F4)

Response: *The recommendation will not be implemented because it is not warranted. It has been made clear and public, in the Grand Jury Report, annual City budget workshops, and through regular public audits of the City's finances that additional cost savings cannot be found to offset the road funding needs without severely impacting core municipal functions. These are all public documents with professional credentials associated with their development. The City respectfully disagrees that another independent audit is*

needed. As discussed in the report, the recommendation is purely to help provide the public assurances that the funding issue is real. The City believes this Grand Jury Report serves this purpose and that resources can be better utilized on other priorities.

- R4.** The Yuba City Council should propose a sales tax to only Yuba City voters by the next election to increase funding for only road pavement maintenance and refurbishment for Yuba City. (F1 F2, F4)

Response: *The recommendation requires further analysis and study. The City Council has hired a professional consultant to help the City move forward with a strategy to develop a successful plan for funding City needs. A timeline is to be determined through further analysis with the consultant and City leaders.*

The City notes the Grand Jury's input regarding a sales tax measure specific to only roads and to be decided by only Yuba City voters; however, the Grand Jury report was solely focused on roads, and there are also substantial findings and public input regarding the need for public safety funding. The City believes that public safety funding is a critical element that needs to be considered by the City as we work to develop a sustainable funding plan for City priorities.

The City Council will also direct that a copy of this response be placed on file with the City Clerk.

Respectfully submitted,

Wade Kirchner
Mayor

Shon Harris
Vice-Mayor

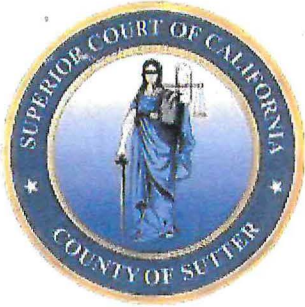
Marc Boomgaarden
Councilmember

Michael Pasquale
Councilmember

Dave Shaw
Councilmember

Benjamin K. Moody
Public Works & Development Services Director

ATTACHMENT 2



STEPHANIE M. HANSEL
COURT EXECUTIVE OFFICER

SUPERIOR COURT OF CALIFORNIA COUNTY OF SUTTER

1175 Civic Center Blvd., Yuba City, CA 95993

(530) 822-3302 FAX: (530) 822-3502

June 16, 2023

The Honorable Michael Pasquale
Councilmember City of Yuba City
1201 Civic Center Boulevard
Yuba City, CA 95993

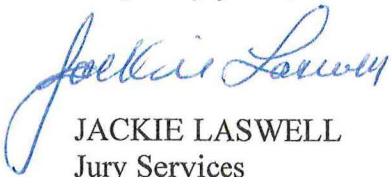
Dear Councilmember Pasquale:

Enclosed is a copy of the 2022-2023 Grand Jury Final Report, pursuant to Penal Code Section 933(a) on subject: Local Government Report – Rough Roads Ahead for Yuba City, that pertains to you. Pursuant to Penal Code §933.05(f) the section(s) are provided to you on behalf of the Grand Jury.

Provide your response to the Presiding Judge of the Superior Court within the time period specified in Penal Code §933(c) and include the details required by Penal Code §933.05. Please provide an original and one copy. Your response will be filed with the Court and a copy will be posted on the Court's website, www.suttercourts.com.

Please acknowledge the receipt of these documents by signing below and return in the enclosed envelope. Please retain the copy for your records.

Very truly yours,


JACKIE LASWELL
Jury Services

JL
Enclosures

Receipt Date: 7.15.23

Signed: 

Respondent

Department: COUNCILMEMBER

MICHAEL K PASQUALE
Please Print Name

CALIFORNIA CODES
PENAL CODE
SECTION 925-933.6

933. (c) No later than 90 days after the grand jury submits a final report on the operations of any public agency subject to its reviewing authority, the governing body of the public agency shall comment to the presiding judge of the superior court on the findings and recommendations pertaining to matters under the control of the governing body, and every elected county officer or agency head for which the grand jury has responsibility pursuant to Section 914.1 shall comment within 60 days to the presiding judge of the superior court, with an information copy sent to the board of supervisors, on the findings and recommendations pertaining to matters under the control of that county officer or agency head and any agency or agencies which that officer or agency head supervises or controls. In any city and county, the mayor shall also comment on the findings and recommendations. All of these comments and reports shall forthwith be submitted to the presiding judge of the superior court who impaneled the grand jury. A copy of all responses to grand jury reports shall be placed on file with the clerk of the public agency and the office of the county clerk, or the mayor when applicable, and shall remain on file in those offices. One copy shall be placed on file with the applicable grand jury final report by, and in the control of the currently impaneled grand jury, where it shall be maintained for a minimum of five years.

933.05. (a) For purposes of subdivision (b) of Section **933**, as to each grand jury finding, the responding person or entity shall indicate one of the following:

(1) The respondent agrees with the finding.

(2) The respondent disagrees wholly or partially with the finding, in which case the response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons therefore.

(b) For purposes of subdivision (b) of Section **933**, as to each grand jury recommendation, the responding person or entity shall report one of the following actions:

(1) The recommendation has been implemented, with a summary regarding the implemented action.

(2) The recommendation has not yet been implemented, but will be implemented in the future, with a timeframe for implementation.

(3) The recommendation requires further analysis, with an explanation and the scope and parameters of an analysis or study, and a timeframe for the matter to be prepared for discussion by the officer or head of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. This timeframe shall not exceed six months from the date of publication of the grand jury report.

(4) The recommendation will not be implemented because it is not warranted or is not reasonable, with an explanation therefore.

(c) However, if a finding or recommendation of the grand jury addresses budgetary or personnel matters of a county agency or department headed by an elected officer, both the agency or department head and the board of supervisors shall respond if requested by the grand jury, but the response of the board of supervisors shall address only those budgetary or personnel matters over which it has some decision-making authority. The response of the elected agency or department head shall address all aspects of the findings or recommendations affecting his or her agency or department.

(d) A grand jury may request a subject person or entity to come before the grand jury for the purpose of reading and discussing the findings of the grand jury report that relates to that person or entity in order to verify the accuracy of the findings prior to their release.

(e) During an investigation, the grand jury shall meet with the subject of that investigation regarding the investigation, unless the court, either on its own determination or upon request of the foreperson of the grand jury, determines that such a meeting would be detrimental.

(f) A grand jury shall provide to the affected agency a copy of the portion of the grand jury report relating to that person or entity two working days prior to its public release and after the approval of the presiding judge. **No officer, agency, department, or governing body of a public agency shall disclose any contents of the report prior to the public release of the final report.**



STEPHANIE M. HANSEL
COURT EXECUTIVE OFFICER

SUPERIOR COURT OF CALIFORNIA COUNTY OF SUTTER

1175 Civic Center Blvd., Yuba City, CA 95993

(530) 822-3302 FAX: (530) 822-3502

June 16, 2023

The Honorable Michael Pasquale
Councilmember City of Yuba City
1201 Civic Center Boulevard
Yuba City, CA 95993

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Please acknowledge the receipt of these documents by signing below and return in the enclosed envelope. Please retain the copy for your records.

Very truly yours,

JACKIE LASWELL
Jury Services

JL
Enclosures

Receipt Date: _____ Signed: _____
Respondent

Department: _____
Please Print Name

Final Report

of the

2022 – 2023

Sutter County Grand Jury



Gary Underhill,
Foreperson

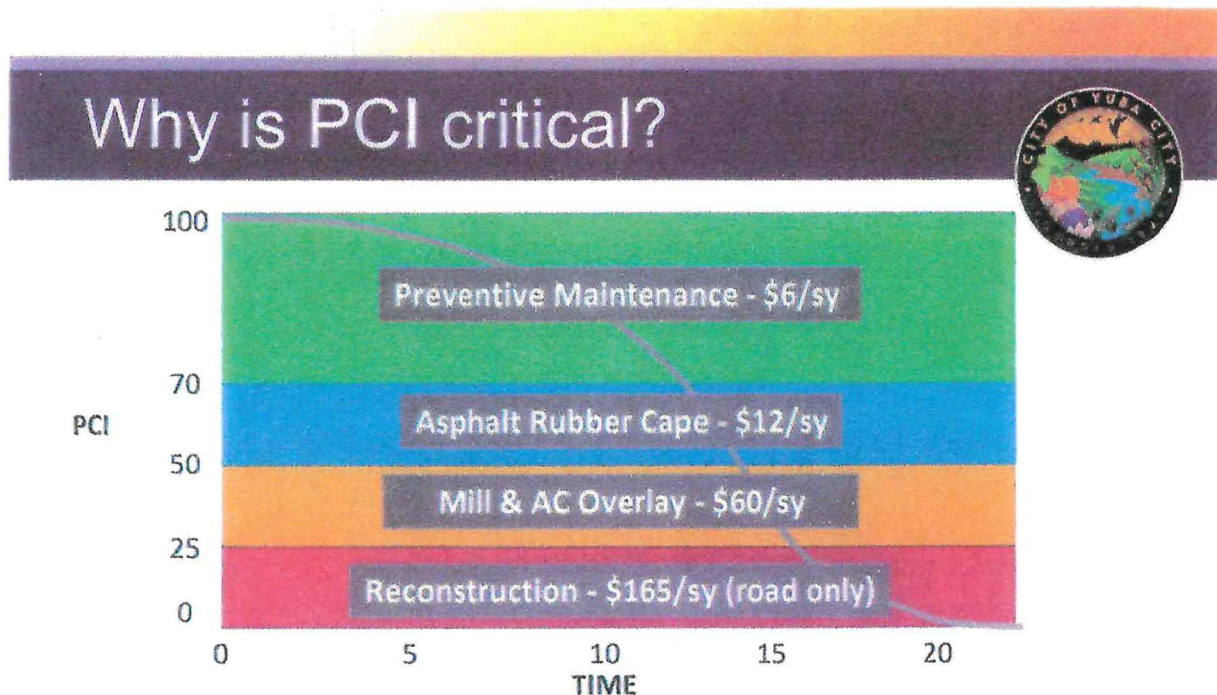


Honorable Susan E. Green,
Presiding Judge

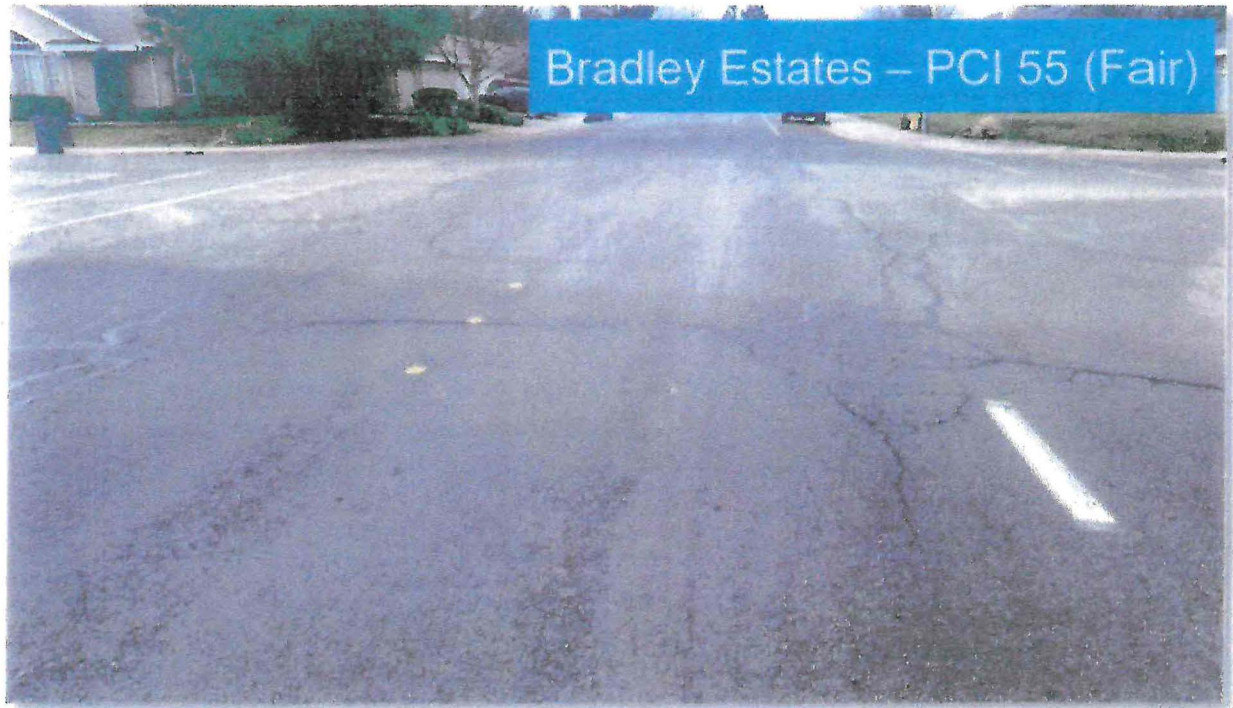
Road infrastructure is a vital foundation to any thriving community. Well maintained roads provide a network for economic and social activities. Yuba City Public Works receives approximately 300 road related complaints per year through the department's YC311. Our current average road condition is rated 54 PCI (Pavement Condition Index) out of a possible 100, which is considered Fair/Poor.¹ The discovery of these mediocre conditions concerned our body greatly. This average rating is applied across all 255 miles of Yuba City's Roads. The PCI was developed by the U.S. Army Corps of Engineers and is widely used throughout the United States. This makes it the most objective means to measure the conditions of the road pavements of Yuba City.²

Currently, the problem is moderate in severity. The overall budget for the City of Yuba City's Public Works is 40 million dollars per year. Of that, five to six million dollars are spent on total road infrastructure. This includes accessories such as sidewalks, stop lights, etc. Currently 1.5 million dollars is spent per year for roadway maintenance, repair, and rehabilitation. To save money when maintaining the city's older roads, asphalt rubber capping and some other methods are frequently used to repair the surface of many streets. This costs about twelve dollars per square yard. This process is cheaper in the short run at addressing such streets that are breaking down and is used to defer more extensive solutions into the future.

Table 1: Costs per square yard to maintain the road pavements based on method.³



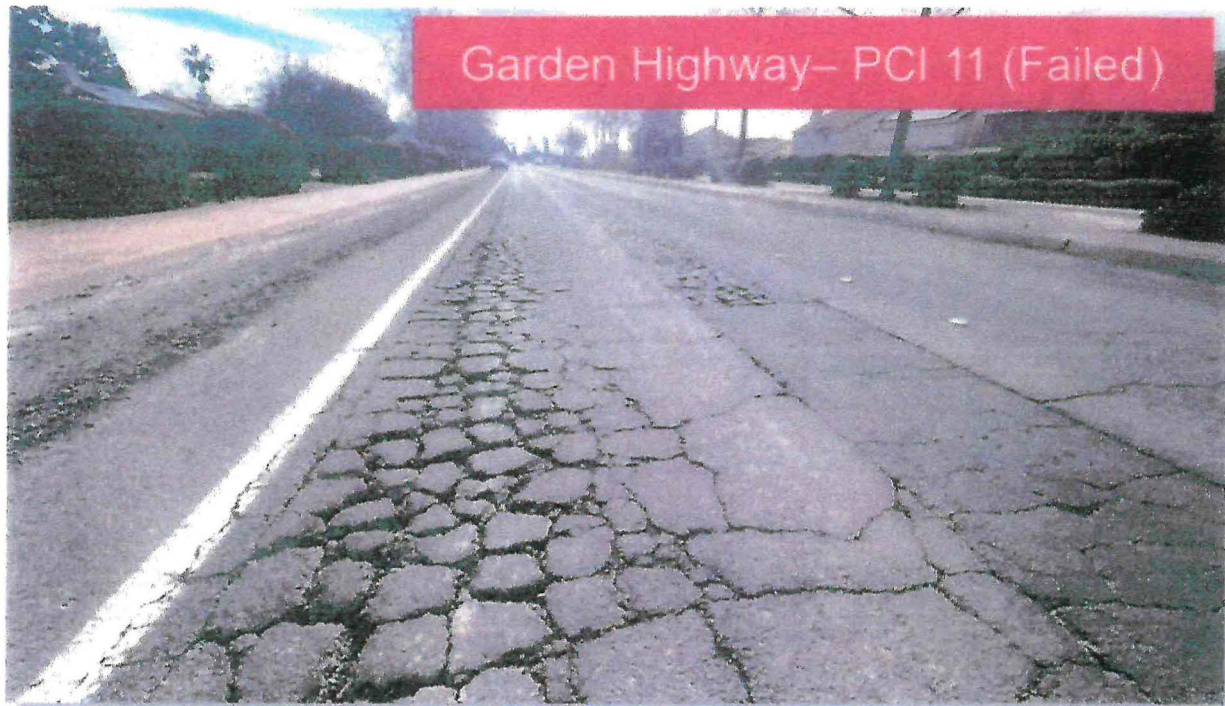
Example Photograph 1: Average condition of the road pavements of Yuba City today.



Road Maintenance: Falling through the Cracks

These deferments come at a great price for the future of Yuba City. While the current state of streets for the city may be Poor/Fair or a 54 PCI out of 100, that will change very quickly. Within two years (using 2022 as a starting point) the average condition of Yuba City's roads will deteriorate to a poor rating.⁴ The situation will grow significantly more dire over twenty years from 2022 until 2042. These conditions are expected to produce an average PCI of 16 for the city's streets by 2042, which is very poor. These projections of road pavement deterioration in the years ahead are the result of gross underfunding for maintenance of Yuba City's streets.

Example Photograph 2: The future of road pavements for Yuba City in a generation.⁵



As badly needed maintenance is deferred because of lack of funding, the deterioration in the city's streets will increase further, which will require more money to be spent later to correct the compounding problem. If Yuba City keeps with its road maintenance budgeting practices, within 20 years all roads will be in "failed" condition. Those deferred expenses will result in 759 million dollars needed to fund road pavement maintenance and refurbishment up to today's Poor/Fair condition by 2042. Trying to take care of city roadways with a budget that cannot keep up with the growing deterioration would lead to a decline from 54 down to 16 PCI.⁶ In comparison, Yuba City could defer a lower amount of 298 million dollars in maintenance during this timeframe if it spent 13 million dollars a year to keep par with the current PCI of 54. If the city sought to fund road maintenance and refurbishments up to the California state average with 20 million dollars per year that would mean 43 million dollars would be the total deferred cost over the 20-year period. The purpose in spending less money per year on taking care of Yuba City's roads is supposed to save the taxpayers' money. However, the opposite would result.

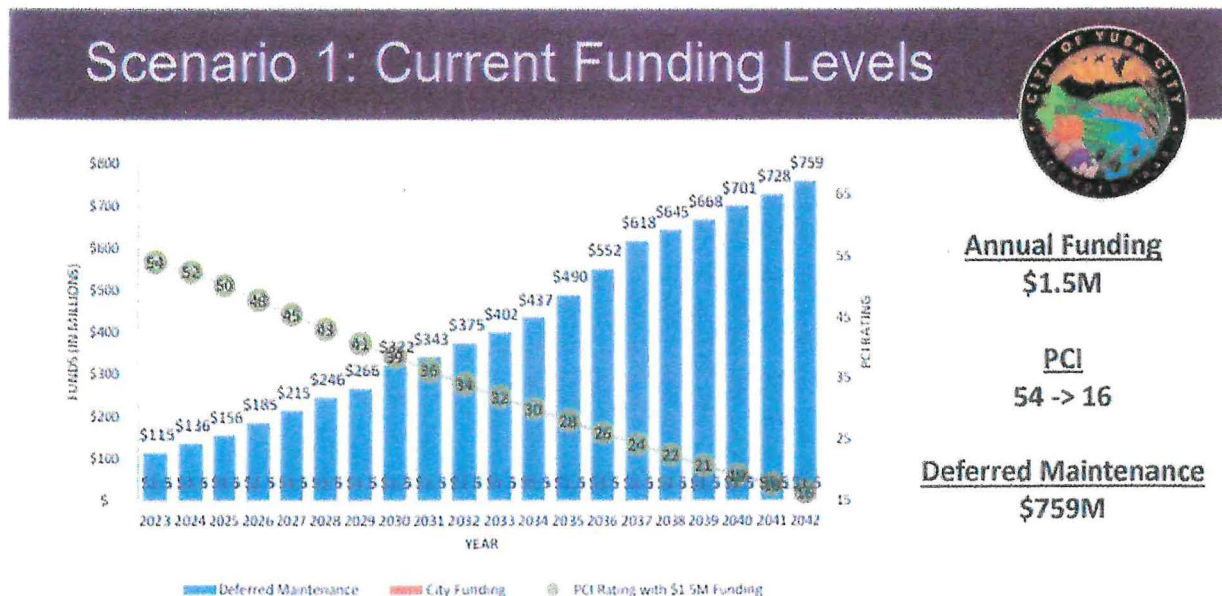
Not properly attending to city streets today means more deterioration develops over time. This means more money *will be* spent later to maintain the status quo. Short term fixes will compound the state of deterioration in the long run. It would be wiser to spend more now, rather than exponentially more in the future. Not spending what is necessary for the roadways of Yuba City would also likely increase the true cost to the user in automotive maintenance and perhaps accidents. If that were to happen, it would threaten public safety.

Difficult Choices Must Be Made

The Sutter County Grand Jury sought to discover why the road system for Yuba City is in its current state of disrepair and is deficient in funding. We looked at the funding for municipal road maintenance and refurbishment to find answers.

Public Works draws monies from the state gas tax to help provide for Yuba City roadways. Additionally, it receives income from grants to support city streets. A grant writing firm, Blair and Associates was contracted in 2020 to find and request government grants for Yuba City. One such grant provides four million dollars for development of Garden Highway. However, it comes with conditions of use. Some of those funds must be used to create bike lanes, sidewalks, and other street accessories. Another grant source is the Community Development Block Grants provided by the United States Department of Housing and Urban Development. Beyond government grants, Yuba City receives road pavement funding from the State of California's Transportation Development Act. Some part of the funding challenges for maintaining and developing the city's road pavements might come from additional grants, but that seems to be an area that is largely tapped to the practical limit.

Chart 1: Shows over time road pavement conditions deteriorating throughout Yuba City and how current funding will fall further behind.⁷



Yuba City uses CFDs (Community Facilities Districts) for additional sources of funding. CFDs are a form of property tax levied on homeowners. They are expected to bring in approximately \$275,000 from CFDs this year. While CFDs may provide funding “in perpetuity”, only a small portion is spent on road maintenance and refurbishment. This income source is not sufficient to fund the multi million dollars needed to maintain the city's roads.

Despite these funding sources beyond the general fund, problems persist regarding the city being able to maintain the roads at current conditions, which are fair/poor. The budget for road pavements throughout Yuba City is one and a half million dollars and is far below the 13 million dollars a year needed to even accomplish this modest task. The Sutter County Grand Jury examined other solutions such as promoting more growth to bring into Yuba City's coffers supplementary tax revenue. Notable growth unfortunately is a challenge due to the need for more infrastructure to attract further business and development. More roads and better roads are a large part of that additional infrastructure. Infrastructure costs money, and Yuba City Public Works lacks the money needed.

During the Sutter County Grand Jury's quest to find a solution to this dilemma we looked to see if cost savings could be found elsewhere in the budget. Our investigations showed that there is no part of the budget that could be trimmed that could make up the 11.5 million dollars necessary to keep the roads in their current condition and 18.5 million to bring them up to the state average condition. That amount of money could not be shifted from another part of the budget without significantly harming core municipal services.

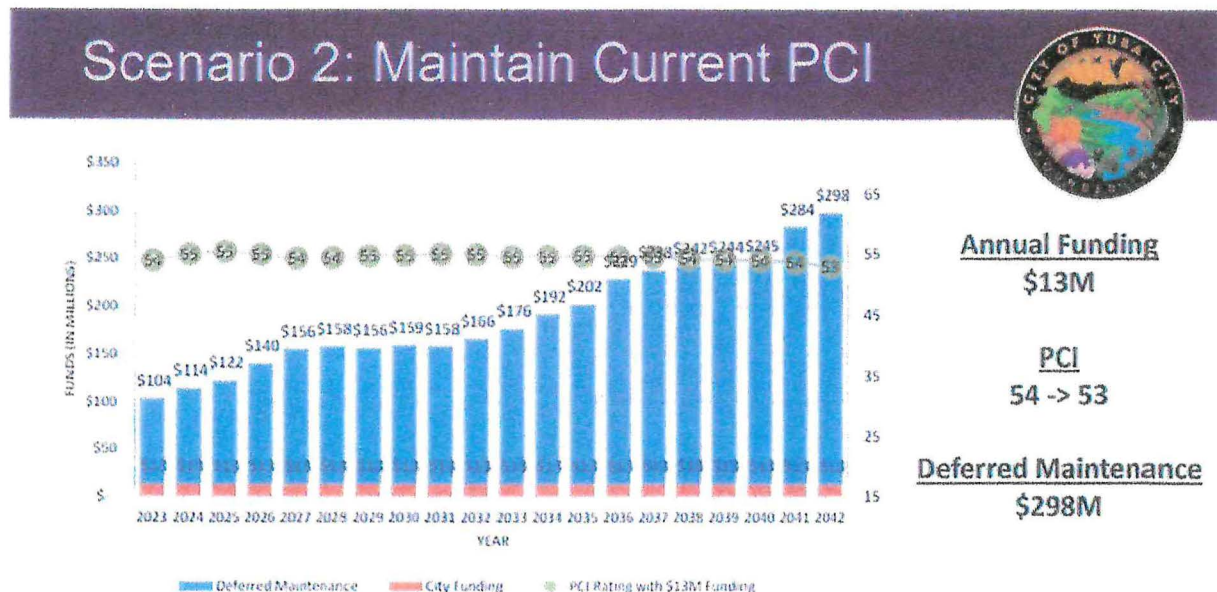
We asked members of Yuba City government about what type of sources could generate the revenue necessary to close this funding gap. Yuba City currently has a budget of 1.5 million for road maintenance but needs closer to 13 million per year to just keep our roads at the current condition. Most California cities with a population over 50,000 have a local tax tailored only for roads. Yuba City is the rare exception of a town without a local sales tax. The Grand Jury found that a one percent sales tax increase would produce approximately 14.5 million dollars a year in new revenue.⁸ That would more than ensure that the city had the necessary funding to service Yuba City's roads at current conditions and even improve them beyond the status quo for at least through 2042.

The Yuba City Council formed an Ad-Hoc Committee from its own body to study the funding challenges for the city's roads and to examine possible solutions. The city is leaning toward a sales tax levy and has hired a marketing firm to design a strategy to help sell the proposal. The amount of 135,000 dollars has been appropriated for this purpose, with an added authorization of perhaps 40,000 dollars for hard costs.

Taking the Public's Temperature and Proving the City's Case

As the Grand Jury neared the end of its investigation and after engaging in a process of elimination, we landed on the difficult proposal of a sales tax to solve the funding crisis with Yuba City's roads. It is the only way that we could determine that a minimal funding shortfall of at least 11.5 million dollars could be made up. However, the Grand Jury is aware that such a solution may not be popular.

Chart 2: The funding level needed to maintain current road pavement conditions and keep deferred maintenance costs down into the future.⁹



Measure A (a county-wide 1% sales tax for a period of 9 years) failed with voters in Sutter County during the 2022 Midterm Elections.¹⁰ We believe that seeking greater input from local voters through various outreach efforts and survey(s) may help the city learn best how to write a ballot measure and market it to the public. We also believe that an independent audit should be authorized by the Council of Yuba City. The Yuba City government should demonstrate to voting residents that they have exhausted every reasonable opportunity to find cost savings in the general fund to significantly finance the city’s road maintenance and refurbishment. This “proof in the pudding” ought to be made available for public viewing as published findings of an independent audit. An audit may have some upfront costs, but if its results help the city make a credible case to the people, then it will more than pay for itself in the long run.

One of the best ways that the government of Yuba City can seek to avoid the fate of Sutter County’s Measure A is to write a sales tax proposal that specifically tailors the raised tax money to be spent only on road maintenance and refurbishment. Once again, the case must be made, “these new tax dollars will not become a slush fund.” The public voting threshold for a specifically tailored tax (2/3 popular vote requirement) may be higher than a tax proposal meant for multi-purpose use (simple majority of 50 + 1), but it will also reinforce the credibility of the city’s case that such new tax dollars would only be spent on the roadways.¹¹ Yuba City should work toward offering the public justification for a new sales tax. That might be difficult at first. However, that ought not to stop the effort to make an honest case. Those in municipal government are public servants and have a moral responsibility to do no less in service to the people.

To gain a popular mandate, you must first earn it or as the former and late British Prime Minister Margaret Thatcher once said, “First you win the argument, then you win the vote.” No shortcuts.

Findings

- F1 - The road pavements throughout Yuba City currently require extensive maintenance and refurbishment to sufficiently provide for critical transportation infrastructure.
- F2 - The budget for the road pavements of Yuba City is inadequate to improve or even maintain their current Poor/Fair condition into the future.
- F3 - Yuba City has created an App “YC311” to make it easier for residents to report road maintenance concerns.
- F4 - The Yuba City Council is attempting to address the serious problems with the deteriorating municipal road pavements and is struggling to find a funding solution.

Recommendations

- R1 - The City Council of Yuba City must create a funding plan by April 30, 2024 to finance the program that the Public Works Department has formed for continuous improvements of the road pavement conditions throughout Yuba City. (F1, F2)
- R2 - The Yuba City Council must make efforts to survey and determine the public's views on a sales tax for additional funding to address road pavement maintenance by December 31, 2023. (F4)
- R3 - The Sutter County Grand Jury recommends that the Yuba City Council authorize an independent audit to be completed by April 30, 2024, to examine if additional cost savings can be found to help pay for road maintenance and refurbishment. The audit findings must be made available to the public. (F1, F2, F4)
- R4 - The Yuba City Council should propose a sales tax to only Yuba City voters by the next election to increase funding for only road pavement maintenance and refurbishment for Yuba City. (F1, F2, F4)

Request For Required Responses

The following responses are required pursuant to Penal Code sections 933 and 933.05:
From the following governing bodies within 90 days:

- City of Yuba City Council: Respond to Findings (F1, F2, & F4), Respond to Recommendations (R1-R4)

APPENDIX

Chart 3: The funding needed to bring road pavement conditions up to the state average and to reduce deferred maintenance costs to even much lower levels into the future.¹²

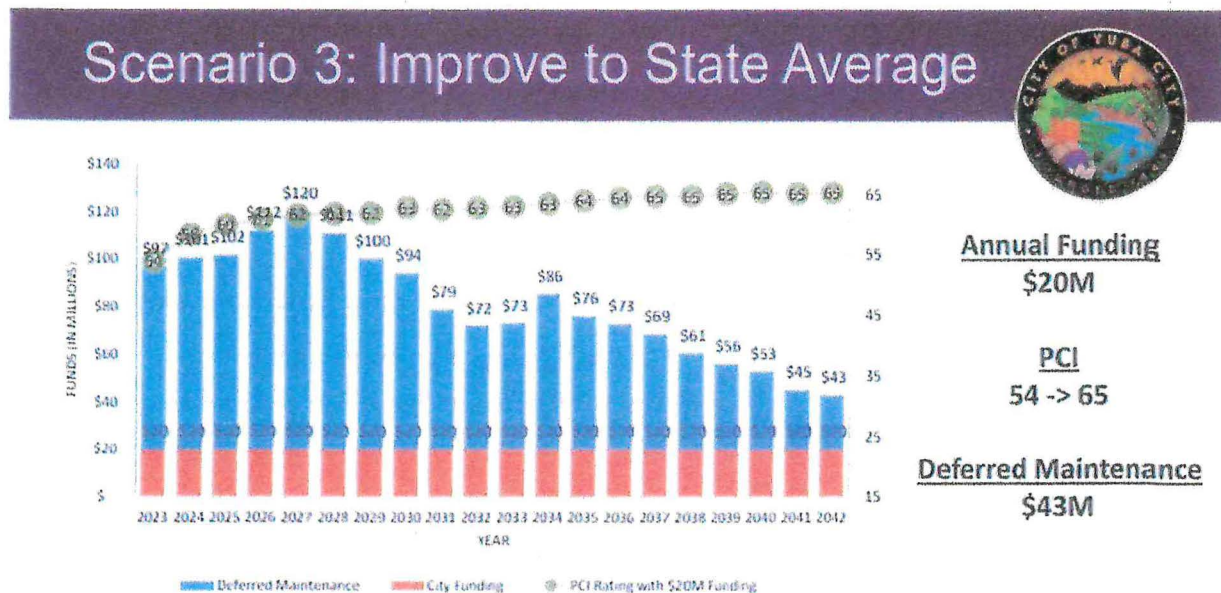


Figure 1. Different Types of Revenue Amounts for the 2022/2023 General Road Fund for Yuba City.

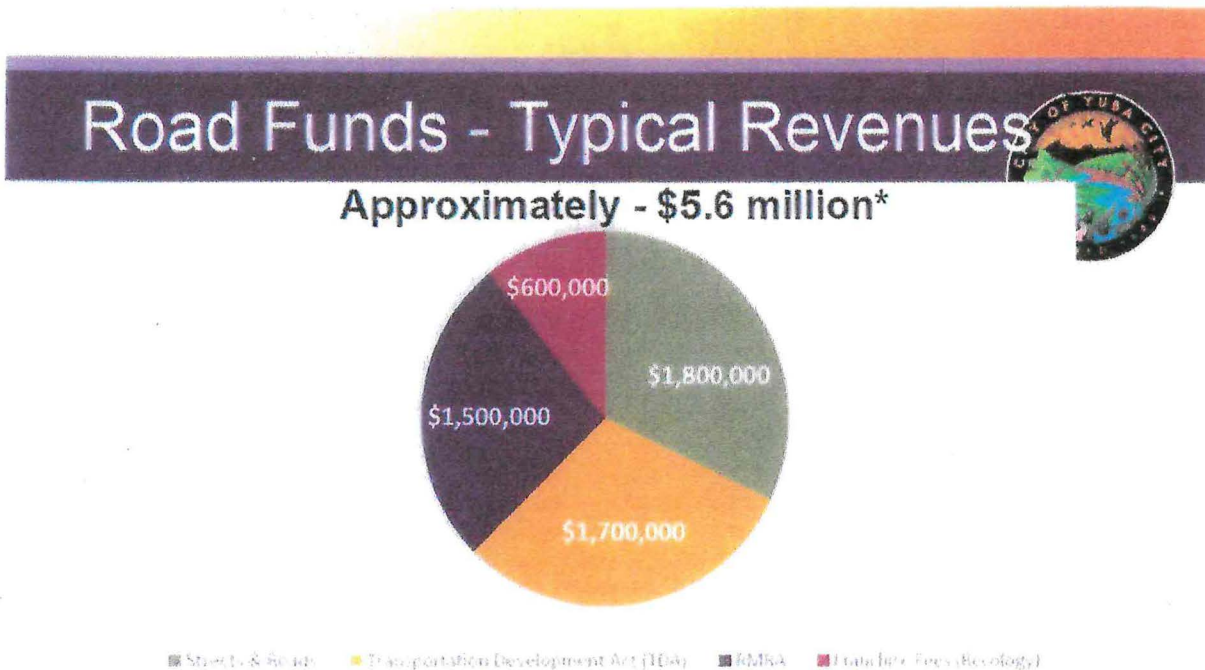


Figure 2. 2022/2023 Yuba City Public Works Department Budget

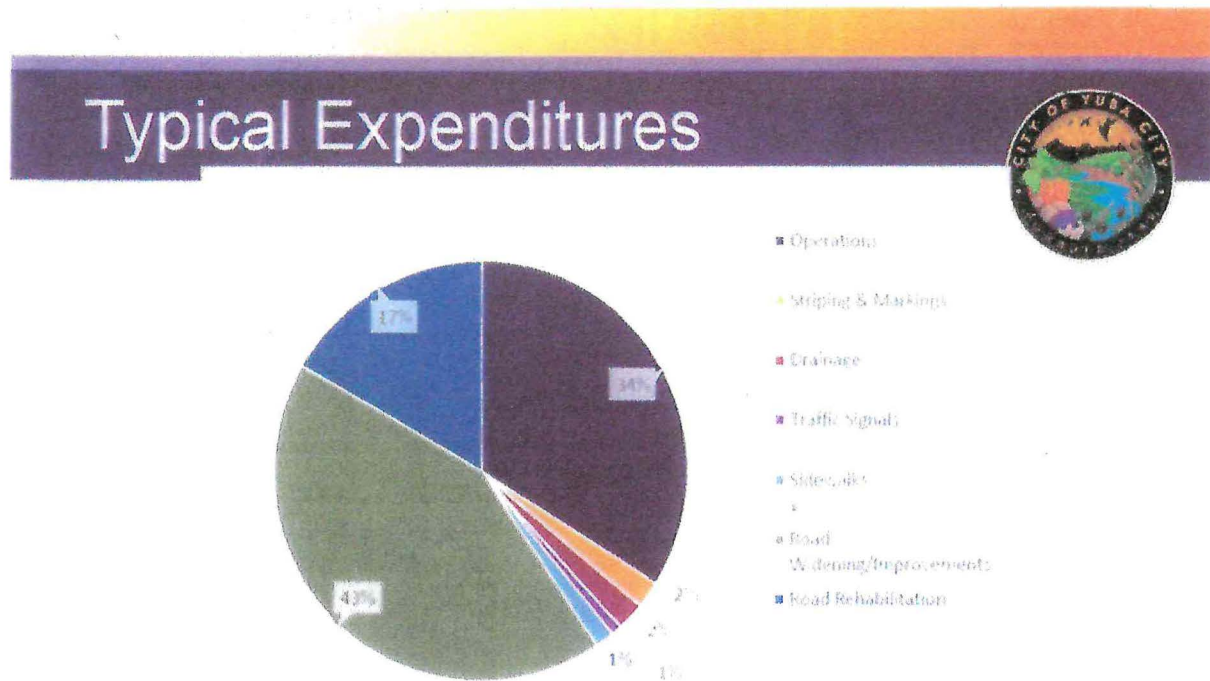


Figure 3. Pavement Condition Index for judging the condition of road pavements.

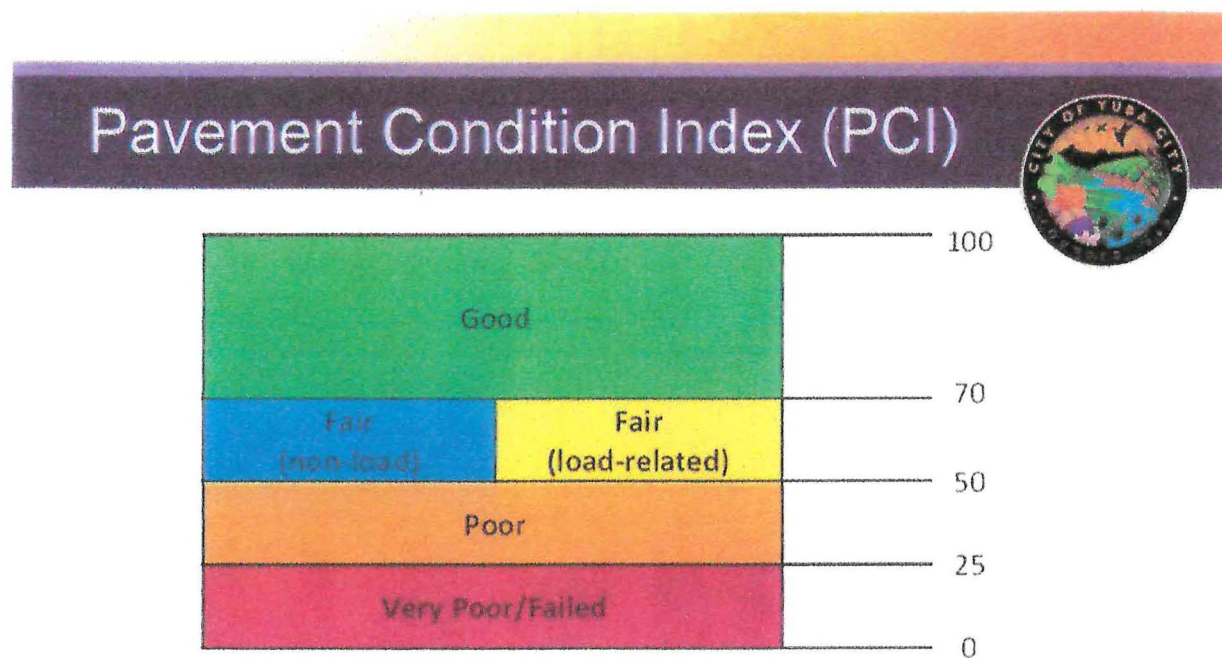


Figure 4. Proportion of Yuba City Roads in Different States of Condition.

Category 1 (Very Good/Good) = 17.3%

Category 2 & 3 (Fair) = 47.1%

Category 4 (Poor) = 26.3%

Category 5 (Very Poor/Failed) = 9.3%

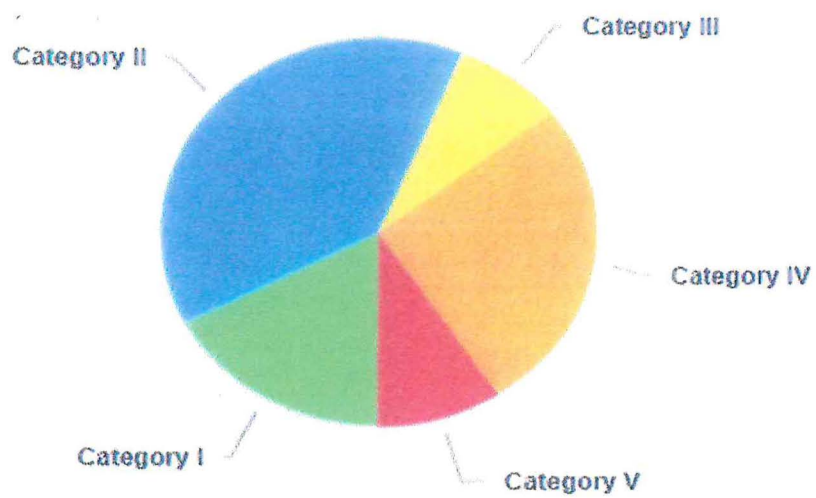


Figure 5. Comparing the cost efficiency of different methods for road pavement maintenance and refurbishment.

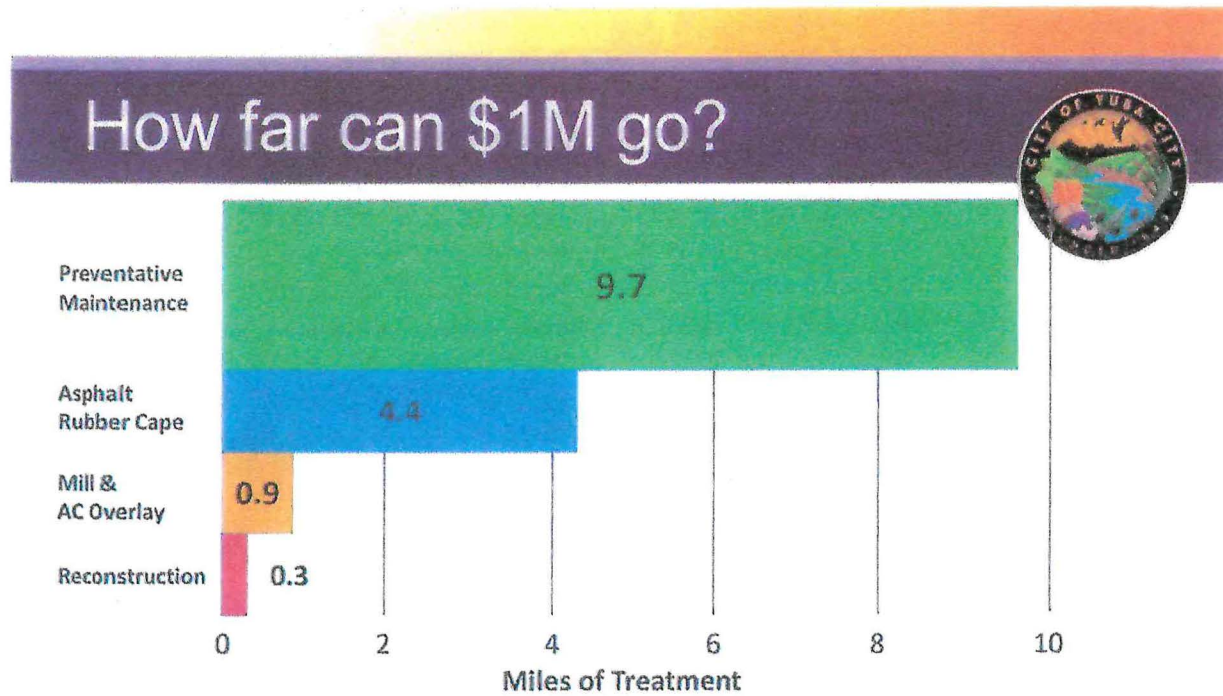
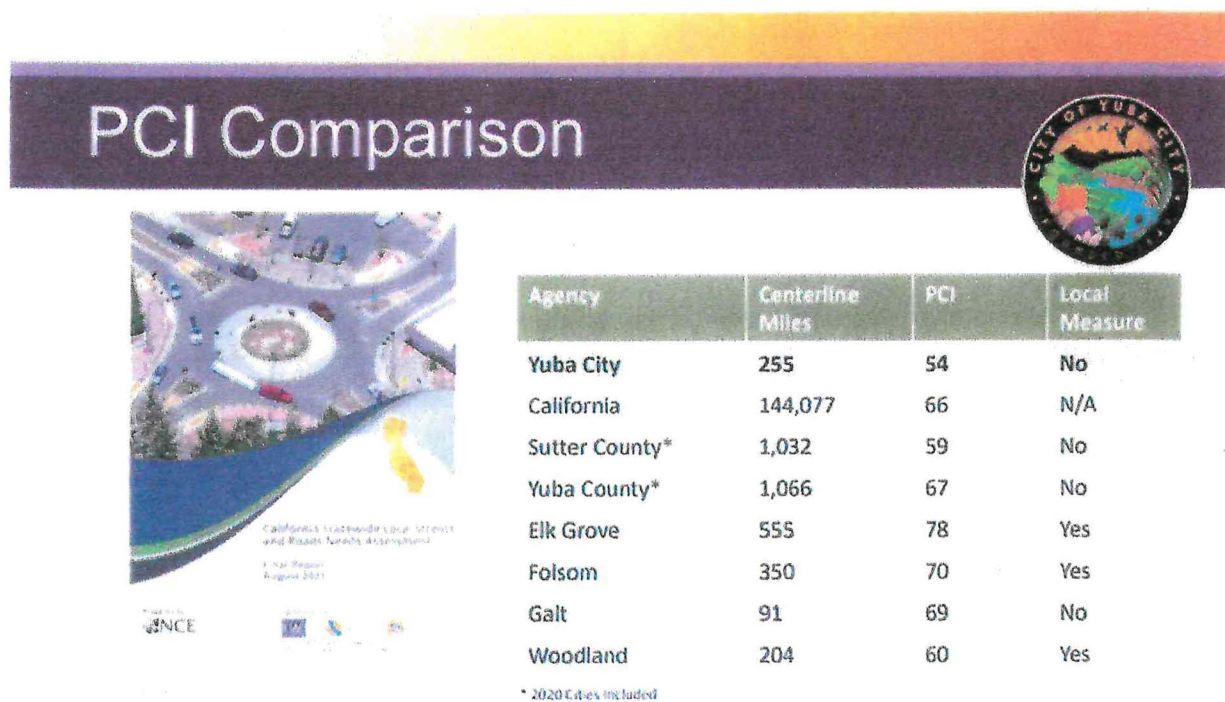


Figure 6. Comparing Yuba City's PCI to other communities in California.



CITY OF YUBA CITY
STAFF REPORT

Date: October 17, 2023
To: Honorable Mayor & Members of the City Council;
From: Police Department
Presentation By: Bill Williams, Police Sergeant

Summary

Subject: FY23/24 Cannabis Tax Fund Grant Program (CTFGP) from the California Highway Patrol (CHP)

Recommendation: A. Conduct a Public Hearing, and after consideration;

B. Adopt a Resolution authorizing the Chief of Police to accept \$21,300 in grant funding from the 2023/2024 Cannabis Tax Fund Grant Program and approve expenditure recommendations;

C. Authorize a supplemental appropriation in the amount of \$21,300 to Account No. 100-43496, 2164-61430 and 2164-63801

Fiscal Impact: \$21,300 to Account No. 100-43496 (Cannabis Tax Fund Grant) - No City match required

Purpose:

To provide educational materials that include messaging in English, Spanish, and Punjabi for Anti-Driving Under the Influence of drugs and alcohol messaging to the local middle schools, to conduct presentations to the local middle schools and conduct compliance checks at the local smoke shops.

Council's Strategic Goal:

Public Safety and Community Risk Reduction.

Background:

According to the California Office of Traffic Safety (OTS), in 2017, the City of Yuba City was ranked 7/106 (population size 50,000-100,000) for total fatal and injury collisions and 30/106 in reference to collisions involving alcohol. In 2018, those stats reflected an increase to 9/102 and 14/102 respectively. In 2019, we made some progress as we were ranked 16/105 and 17/105. Unfortunately, in 2020 (which is the most current year available through OTS) we were ranked 14/106 and 16/106.

Analysis:

The Yuba City Police Department continues to focus on DUI as a community danger with directed enforcement efforts. In 2020, the police department made 248 arrests for driving under the influence of

alcohol and/or drugs. In 2022, the department made 343 arrests for driving under the influence of alcohol and/or drugs. Although the DUI arrest numbers have increased, the police department has identified the need for additional public education on the risks and consequences of driving under the influence of alcohol and/or drugs directed at our youth. Educational efforts have the potential to positively impact the decision making on a much larger group of subjects than enforcement efforts alone. If we are able to encourage sound decision making of our youth in regards to alcohol, drugs, and DUI driving, we are most assuredly going to decrease the collision and DUI stats for our community in the future. The proposed solution is to use the funds from the CTFGP grant to conduct education programs in our local middle schools to influence pre-teens on the risks associated with drug and alcohol consumption and conduct compliance checks on smoke shops to make sure they are not selling illegal products to the public and/or our youth, which will increase the threat of persons driving DUI on the roadways.

Fiscal Impact:

The City will be reimbursed \$21,300 from the California Highway Patrol. No matching funds are required for this grant. Funds will be drawn down through Account No. 2164-61430 (\$10,700) for personnel overtime costs and No. 2164-63801 (\$10,600) for direct costs associated with the grant.

Alternatives:

Do not accept the grant and / or direct staff to research alternatives

Recommendations:

- A. Adopt Resolution of the City Council of the City of Yuba City Authorizing Receipt, Allocation and Expenditure, of the FY 2023-2024 California Highway Patrol "Cannabis Tax Fund Grant Program"
- B. Authorize a supplemental appropriation in the amount of \$21,300 to Account No. 100-43496, 2164-61430 and 2164-63801

Attachments:

- 1. CTFG Resolution Draft
- 2. FY23-24 CTFGP Grant Agreement - Yuba City PD_Redacted

Prepared By:
Bill B. Williams
Sergeant

Submitted By:
Diana Langley
City Manager

Attachment 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
AUTHORIZING RECEIPT, ALLOCATION AND EXPENDITURE, OF THE FY
2023-2024 CALIFORNIA HIGHWAY PATROL
“CANNABIS TAX FUND GRANT PROGRAM”**

WHEREAS, the Yuba City Police Department submitted for the Cannabis Tax Fund Grant Program offered by the California Highway Patrol, and received an award notification for the grant with authorization to receive funds in the amount of \$21,300.

WHEREAS, the goal of the grant is to reduce the number of impaired driving crashes, increase public awareness surrounding the dangers of impaired driving, and making California roadways a safer place to travel.

WHEREAS, the grant will also fund conducting educational presentations directed at middle school age children and conducting compliance checks at local smoke shops to ensure mind altering substances are being sold to the community and more importantly our youth.

WHEREAS, the Yuba City Council desires to undertake the projects designated as the Cannabis Tax Fund Grant Program to be funded in part from funds made available through the California Highway Patrol (CHP).

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

1. The Chief of Police of the City of Yuba City is authorized, on its behalf, to execute a contract, including any extensions or amendments thereof and any subsequent contract with the State and the California Highway Patrol in relation thereto, to effectuate acceptance of the grant for the Cannabis Tax Fund Grant, subject to approval as to legal form by the City Attorney.
2. The City agrees that any liability arising out of the performance of this contract, including civil court actions for damages, shall be the responsibility of the grant recipient and the authorizing agency. The State of California and CHP disclaim responsibility for any such liability.
3. Grant funds received hereunder shall not be used to supplant expenditures controlled by this body.
4. This award is not subject to local hiring freezes.

I hereby certify that the foregoing is a true copy of the resolution adopted by the Yuba City Council of Yuba City in a meeting thereof held on October 17, 2023, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Wade Kirchner, Mayor
City of Yuba City

ATTEST:

APPROVED AS TO FORM:

Ciara Wakefield, Deputy City Clerk

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

Attachment 2

1. GRANT TITLE FY23/24 CTFGP Law Enforcement – Yuba City Police Department	
2. NAME OF ORGANIZATION/AGENCY Yuba City Police Department	
3. ORGANIZATION/AGENCY SECTION TO ADMINISTER GRANT Yuba City Police Department/Traffic Unit	
4. PROJECT PERFORMANCE PERIOD From: 07/01/2023 To: 06/30/2024	5. PURCHASE ORDER NUMBER
6. GRANT OPPORTUNITY INFORMATION DESCRIPTION Law Enforcement grants provide financial assistance to allied agencies for the education, prevention, and the enforcement of laws related to driving under the influence of alcohol and other drugs, including cannabis and cannabis products. The intent of the program is to educate the public regarding the dangers of impaired driving, enforce impaired driving laws on the roadway, and improve Agency's effectiveness through training and development of new strategies.	
7. FUNDS ALLOCATED UNDER THIS GRANT AGREEMENT SHALL NOT EXCEED \$21,300.00	
8. TERMS AND CONDITIONS The Grantee agrees to complete the Project, as described in the Project Description. The Grantee's Grant Application, and the California Code of Regulations, Title 13, Division 2, Chapter 13, Sections 1890.00-1890.27, are hereby incorporated into this Grant Agreement by reference. The parties hereto agree to comply with the Terms and Conditions of the following attachments: • Schedule A – Project Description, Problem Statement, Goals and Objectives, and Method of Procedure • Schedule B – Detailed Budget Estimate • Schedule B-1 – Budget Narrative We, the officials named below, hereby swear, under penalty of perjury under the laws of the State of California, that we are duly authorized to legally bind the Grant recipient to the above-described Grant Terms and Conditions. IN WITNESS WHEREOF, this Grant Agreement is executed by the parties hereto.	
9. APPROVAL SIGNATURES	
A. AUTHORIZED OFFICIAL OF ORGANIZATION/AGENCY Name: Brian Baker Title: Chief of Police Phone: [REDACTED] Address: 1545 Poole Boulevard Yuba City, CA 95993 E-Mail: bbaker@yubacity.net _____ (Signature) (Date)	B. AUTHORIZED OFFICIAL OF CHP Name: Evan Robinson [REDACTED] Title: Captain [REDACTED] Address: North 7th Street Sacramento, CA 95811 E-Mail: ERobinson@chp.ca.gov _____ (Signature) (Date)
C. ACCOUNTING OFFICER OF CHP Name: C. M. Jones Phone: [REDACTED] Title: Commander Fax: [REDACTED] Address: North 7th Street Sacramento, CA 95811 E-Mail: Catrina.Jones@chp.ca.gov _____ (Signature) (Date)	10. AUTHORIZED FINANCIAL CONTACT TO RECEIVE REIMBURSEMENT PAYMENTS Name: Diona Pope Title: Accounting Manager Phone: [REDACTED] Address: 1201 Civic Center Boulevard Yuba City, CA 95993

TERMS AND CONDITIONS

Grantee shall comply with the California Code of Regulations, Title 13, Division 2, Chapter 13 Section 1890, et seq. and all other Terms and Conditions noted in this Grant Agreement. Failure by the Grantee to comply may result in the termination of this Grant Agreement by the California Highway Patrol (hereafter referred to as State). The State will have no obligation to reimburse the Grantee for any additional costs once the Grant Agreement has been terminated.

A. EXECUTION

1. The State (the California Highway Patrol) hereby awards, to the Grantee, the sum of money stated on page one of this Grant Agreement. This funding is awarded to the Grantee to carry out the Project set forth in the Project Description and the terms and conditions set forth in this Grant Agreement.
2. The funding for this Grant Agreement is allocated pursuant to California Revenue and Taxation Code Section 34019(f)(3)(B). The Grantee agrees that the State's obligation to pay any sum under this Grant Agreement is contingent upon availability of funds disbursed from the California Cannabis Tax Fund to the State. If there is insufficient funding, the State shall have the option to either: 1) terminate this Grant Agreement; whereby, no party shall have any further obligations or liabilities under this Grant Agreement, or 2) negotiate a Grant Agreement Amendment to reduce the grant award and scope of work to be provided under this Grant Agreement.
3. The Grantee is not to commence or proceed with any work in advance of receiving notice that the Grant Agreement is approved. Any work performed by the Grantee in advance of the date of approval by the State shall be deemed volunteer work and will not be reimbursed by the State.
4. The Grantee agrees to provide any additional funding, beyond what the State has agreed to provide, pursuant to this Grant Agreement, and necessary to complete or carry out the Project, as described in this Grant Agreement. Any modification or alteration of this Grant Agreement, as set forth in the Grant Application submitted by the Grantee and on file with the State, must be submitted in writing thirty (30) calendar days in advance to the State for approval.
5. The Grantee agrees to complete the Project within the timeframe indicated in the Project Performance Period, which is on page one of this Grant Agreement.

B. PROJECT ADMINISTRATION

1. The Grantee shall submit all reimbursements, progress, performance, and/or other required reports concerning the status of work performed in furtherance of this Grant Agreement on a quarterly basis, or as requested by the State.
2. The Grantee shall provide the State with a final report showing all Project expenditures, which includes all State and any other Project funding expended, within sixty (60) calendar days after completion of this Grant Agreement.
3. The Grantee shall ensure all equipment which is purchased, maintained, operated, and/or developed is available for inspection by the State.
4. Equipment purchased through this Grant Agreement shall be used for the education, prevention, and enforcement of impaired driving laws, unless the Grantee is funding a portion of the purchased price not dedicated to impaired driving and that portion is not part of the Project costs. Equipment purchased under this Grant Agreement must only be used for approved Project-related purposes, unless otherwise approved by the State in writing.
5. Prior to disposition of equipment acquired under this Grant Agreement, the Grantee shall notify the State via e-mail, and by telephone, by calling the California Highway Patrol, Impaired Driving Section, Cannabis Grants Unit at (916) 843-4360.

TERMS AND CONDITIONS

C. PROJECT TERMINATION

1. Grantee or the State may terminate this Grant Agreement at any time prior to the commencement of the Project. Once the Project has commenced, this Grant Agreement may only be terminated if the party withdrawing provides thirty (30) calendar days written notice of their intent to withdraw.
 - a. If by reason of force majeure the performance hereunder is delayed or prevented, then the term end date may be extended by mutual consent for the same amount of time of such delay or prevention. The term "force majeure" shall mean any fire, flood, earthquake, or public disaster, strike, labor dispute or unrest, embargo, riot, war, insurrection or civil unrest, any act of God, any act of legally constituted authority, or any other cause beyond the Grantee's control which would excuse the Grantee's performance as a matter of law.
 - b. Grantee agrees to provide written notice of an event of force majeure under this Grant Agreement within ten (10) calendar days of the commencement of such event, and within ten (10) calendar days after the termination of such event, unless the force majeure prohibits Grantee from reasonably giving notice within this period. Grantee will give such notice at the earliest possible time following the event of force majeure.
2. Any violations of law committed by the Grantee, misrepresentations of Project information by the Grantee to the State, submission of falsified documents by the Grantee to the State, or failure to provide records by the Grantee to the State when requested for audit or site visit purposes may be cause for termination. If the Project is terminated for the reasons described in this paragraph, the State will have no obligation to reimburse the Grantee for any additional costs once the Grant Agreement has been terminated.
3. The State may terminate this Grant Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Grant Agreement at the time and in the manner herein provided. Furthermore, the Grantee, upon termination, shall return grant funds not expended by the Grantee as of the date of termination.
4. If this Grant Agreement is terminated, the State may choose to exclude the Grantee from future Grant Opportunities.

D. FINANCIAL RECORDS

1. The Grantee agrees the State, or their designated representative, shall have the right to review and to copy all records and supporting documentation pertaining to the performance of this Grant Agreement. Grantee agrees to maintain such records for possible audit for a minimum of five (5) years after final payment, unless a longer period of records retention is stipulated or required by law. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Furthermore, the Grantee agrees to include a similar right for the State to audit all records and interview staff in any subcontract related to performance of this Grant Agreement.

E. HOLD HARMLESS

1. The Grantee agrees to indemnify, defend, and save harmless the State, its officials, agents and employees from any and all claims and losses accruing or resulting to any and all Grantee's staff, contractors, subcontractors, suppliers, and other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Grant Agreement, and from any and all claims and losses accruing or resulting to any person, agency, firm, corporation who may be injured or damaged by the Grantee in performance of this Grant Agreement.

TERMS AND CONDITIONS

F. NONDISCRIMINATION

1. The Grantee agrees to comply with State and federal laws outlawing discrimination, including, but not limited to, those prohibiting discrimination because of sex, race, color, ancestry, religion, creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (including cancer or genetic characteristics), sexual orientation, political affiliation, position in a labor dispute, age, marital status, and denial of statutorily-required employment-related leave. (GC 12990 [a-f] and CCR, Title 2, Section 8103.)

G. AMERICANS WITH DISABILITIES ACT

1. The Grantee assures the State it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

H. DRUG-FREE WORKPLACE

1. The Grantee shall comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - i. The dangers of drug abuse in the workplace.
 - ii. The person's or Organization/Agency's policy of maintaining a drug-free workplace.
 - iii. Any available counseling, rehabilitation, and employee assistance programs.
 - iv. Penalties that may be imposed upon employees for drug abuse violations.
 - c. Every employee who works on the Project will:
 - i. Receive a copy of the company's drug-free workplace policy statement.
 - ii. Agree to abide by the terms of the company's statement as a condition of employment on the Grant Agreement.
2. Failure to comply with these requirements may result in suspension of payments under this Grant Agreement, or termination of this Grant Agreement, or both, and Grantee may be ineligible for award of any future Grant Agreements if the department determines that any of the following has occurred:
 - a. The Grantee has made false certification or violated the certification by failing to carry out the requirements, as noted above. (GC 8350 et seq.)

I. LAW ENFORCEMENT AGENCIES

1. All law enforcement Organization/Agency/Agency Grantees shall comply with California law regarding racial profiling. Specifically, law enforcement Organization/Agency/Agency Grantees shall not engage in the act of racial profiling, as defined in California Penal Code Section 13519.4.

TERMS AND CONDITIONS

J. LABOR CODE/WORKERS' COMPENSATION

1. The Grantee is advised and made aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Grantee affirms to comply with such provisions before commencing the performance of the work of this Grant Agreement, (refer to Labor Code Section 3700).

K. GRANT APPLICATION INCORPORATION

1. The Grantee agrees the Grant Application and any subsequent changes or additions approved or required by the State is hereby incorporated into this Grant Agreement.

L. STATE LOBBYING

1. The Grantee is advised that none of the funds provided under this Grant Agreement may be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a state official, whose salary is supported by this Grant Agreement, from engaging in direct communications with the state or local legislative officials, in accordance with customary state and/or local practice.

M. REPRESENTATION AND WARRANTIES

1. The Grantee represents and warrants that:
 - a. It is validly existing and in good standing under the laws of the State of California, has, or will have the requisite power, authority, licenses, permits, and the like necessary to carry on its business as it is now being conducted and as contemplated in this Grant Agreement, and will, at all times, lawfully conduct its business in compliance with all applicable federal, state, and local laws, regulations, and rules.
 - b. It is not a party to any Grant Agreement, written or oral, creating obligations that would prevent it from entering into this Grant Agreement or satisfying the terms herein.
 - c. If the Grantee is a Nonprofit Organization/Agency, it will maintain its "Active" status with the California Secretary of State, maintain its "Current" status with the California Attorney General's Registry of Charitable Trusts, and maintain its federal and State of California tax-exempt status. If the Grantee subcontracts with a Nonprofit as part of this Grant Agreement, the Grantee shall ensure the Nonprofit will maintain its "Active" status with the California Secretary of State, maintain its "Current" status with the California Attorney General's Registry of Charitable Trusts, and maintain its federal and State of California tax-exempt status.
 - d. All of the information in its Grant Application and all materials submitted are true and accurate.

N. AIR OR WATER POLLUTION VIOLATION

1. Under the state laws, the Grantee shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

TERMS AND CONDITIONS

O. GRANTEE NAME CHANGE

1. Grantee agrees to immediately inform the State, in writing, of any changes to the name of the person within the Organization/Agency/Agency with delegated signing authority.
2. An Amendment is required to change the Grantee's name, as listed on this Grant Agreement. Upon receipt of legal documentation of the name change, the State will process the Amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said Amendment.

P. RESOLUTION

1. A county, city, district, or other local public body shall provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body, which by law, has authority to enter into a Grant Agreement, authorizing execution of the Grant Agreement.

Q. PAYEE DATA RECORD FORM STD. 204

1. This form shall be completed by all non-governmental Grantees.

R. FINANCIAL INFORMATION SYSTEM FOR CALIFORNIA GOVERNMENT AGENCY TAXPAYER ID FORM

1. This form shall be completed by all Grantees.

S. CONFLICT OF INTEREST

1. This section serves to make the Grantee aware of specific provisions related to current or former state employees. If Grantee has any questions regarding the status of any person rendering services or involved with the Grant Agreement, the Grantee shall contact the State (California Highway Patrol, Impaired Driving Section, Cannabis Grants Unit) immediately for clarification.
2. Current State Employees:
 - a. No officer or employee shall engage in any employment, activity, or enterprise, from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any state agency, unless the employment, activity, or enterprise is required, as a condition of regular state employment.
 - b. No officer or employee shall contract on their own behalf, as an independent Grantee, with any state agency to provide goods or services.
3. Former State Employees:
 - a. For the two-year period from the date they left state employment, no former state officer or employee may enter into a contract in which they engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to this Grant Agreement while employed in any capacity by any state agency.
 - b. For the 12-month period from the date they left state employment, no former state officer or employee may enter into a contract with any state agency if they were employed by that state agency in a policy-making position in the same general subject area as the proposed Grant Agreement within the 12-month period prior to their leaving state service.
4. The authorized representative of the Grantee Organization/Agency, named within this Grant Agreement, warrants their Organization/Agency and its employees have no personal or financial interest and no present or past employment or activity, which would be incompatible with

TERMS AND CONDITIONS

participating in any activity related to this Grant Agreement. For the duration of this Grant Agreement, the Organization/Agency and its employees will not accept any gift, benefit, gratuity or consideration, or begin a personal or financial interest in a party who is associated with this Grant Agreement.

5. The Grantee Organization/Agency and its employees shall not disclose any financial, statistical, personal, technical, media-related, and/or other information or data derived from this Grant Agreement, made available for use by the State, for the purposes of providing services to the State, in conjunction with this Grant Agreement, except as otherwise required by law or explicitly permitted by the State in writing. The Grantee shall immediately advise the State of any person(s) who has access to confidential Project information and intends to disclose that information in violation of this Grant Agreement.
6. The Grantee will not enter into any Grant Agreement or discussions with third parties concerning materials described in paragraph five (5) prior to receiving written confirmation from the State that such third party has a Grant Agreement with the State, similar in nature to this one.
7. The Grantee warrants that only those employees who are authorized and required to use the materials described in paragraph 5 will have access to them.
8. If the Grantee violates any provisions in the above paragraphs, such action by the Grantee shall render this Grant Agreement void.

T. EQUIPMENT-USE TERMS

1. The Grantee agrees any equipment purchased under this Grant Agreement shall be used for impaired driving efforts.
2. Law Enforcement Projects:
 - a. Oral Fluid Drug Screening Devices and Cannabis/Marijuana Breath Testing Equipment - The Grantee agrees to ensure all personnel using road-side drug testing equipment, including oral fluid drug testing devices and/or cannabis/marijuana breath testing devices, purchased with grant funds from this Grant Agreement, are trained to recognize alcohol and drug impairment. At a minimum, personnel using these devices should receive Standardized Field Sobriety Testing training. These personnel are also encouraged to attend Advanced Roadside Impaired Driving Enforcement and Drug Recognition Evaluator training. Prior to using these devices, the Grantee agrees to obtain permission from their local prosecutor's office, establish a policy ensuring appropriate use, and require the staff using these devices to receive appropriate training, which may include training from the manufacturer. This will help ensure the equipment is used appropriately. The Grantee shall advise the State (California Highway Patrol, Impaired Driving Section, Cannabis Grants Unit) of any legal challenges or other items of significance that may affect the use or legal acceptance of these devices. Additionally, the State may request additional information about the performance of these devices, including information about their use, accuracy, and feedback from personnel using the devices.
 - b. Law Enforcement Vehicles – The Grantee agrees any law enforcement vehicles purchased with Grant funds, from this Grant Agreement, will be primarily used for the enforcement of driving under the influence laws and/or providing public education, related to the dangers of driving under the influence. Additionally, any vehicle purchased using funds from this Grant Agreement shall comply with all California Vehicle Code and California Code of Regulation requirements. The State may require the Grantee to mark these vehicles with a decal and/or emblem, indicating the vehicle is used for driving under the influence enforcement.

Schedule A

Yuba City Police Department

All grant awards, including any adjustments to requested funding, were made by the Cannabis Grants Unit based on the merits of the Grant Application, scale of operation, and in accordance with the Request for Application (RFA) requirements and associated regulations. As a result, not all Project activities and items detailed in Schedule A are applicable. Refer to Schedule B - Detailed Budget Estimate for approved Budget line items and Project activities. Project activities and items that are not clearly identified/specified in the Grant Agreement must be submitted to and approved by CGU prior to purchase. Grantees shall not exceed the travel rates paid to exempt, excluded, and represented State of California employees and will be reimbursed at the State travel rates. Any costs beyond State travel rates will be at the expense of the Grantee.

Project Description

The Yuba City Police Department is currently operating under a grant from the California Office of Traffic Safety (Grant number PT23203) which has the following anti-DUI components: 6 DUI checkpoints, 22 DUI Saturation patrols, 2 Know your limit campaigns and 1 collaborative DUI enforcement. This grant also funded a new DUI trailer to replace one that was over 15 years old.

An OTS Grant the previous fiscal year PT21201 was successfully completed that had 3 DUI checkpoints, 32 Dui saturation patrols and 3 know your limit campaigns.

If awarded the 2023/2024 Cannabis Tax Fund Grant, the department will be enhancing our DUI efforts by adding an education component directed at middle school age children and further our community education effort with a billboarded truck to be used at community events and to tow our DUI trailer to checkpoints. Additionally, it would allow for a new program of doing compliance checks/stings at local smoke shops to ensure mind altering substances are not being sold to the community and more importantly to our youth.

Problem Statement & Proposed Solution

In 2017 the City of Yuba City was ranked 30/106 with 31 killed or injured victims in alcohol related collisions according to OTS. 2018 showed a huge jump in the wrong direction with the City being ranked 14/102 with 47 killed or injured victims in alcohol related collisions according to OT. In 2019 the City was ranked 17/105 with 48 killed or injured victims in alcohol related collisions according to OTS. In 2020 those numbers did not change much with the City being ranked 16/106 with 39 killed or injured victims in alcohol related collisions. Even though the department was doing more enforcement and more education of our officers in the realm of DUI driving, the public was still getting behind the wheel impaired by alcohol and/or drugs.

In 2020 Yuba City Police Department made 206 arrests for driving under the influence of alcohol and 42 arrests for driving under the influence of drugs and/or alcohol. In 2021 those numbers increased with 272 arrests for driving under the influence of alcohol and 72 arrests for driving under the influence of drugs and/or alcohol. In 2022 the department continued to make DUI arrests at a higher rate with 293 arrests for driving under the influence of alcohol and 50 arrests for driving under the influence of drugs and/or alcohol. While arrest numbers continued to increase we have identified the need for more public education on the risks and consequences of driving under the influence.

Our proposed solution is to utilize funds on this grant for public education at DUI checkpoints and community events. Funds will also be used to conduct education programs in our local middle schools to influence pre-teens on the risks and starting down the path of drug usage and the consequences of the same. Lastly, we will use funds to conduct compliance checks at the 10 local smoke shops to ensure they are not selling illegal products to the public and the youth of our community.

Performance Measures/Scope of Work

Our proposed solution is to utilize funds on this grant for public education at DUI checkpoints and community events. Funds will also be used to conduct education programs in our local middle schools to influence pre-teens on the risks and starting down the path of drug usage and the consequences of the same. Lastly, we will use funds to conduct compliance checks at the 10 local smoke shops to ensure they are not selling illegal products to the public and the youth of our community.

During quarter one the department will order a new 2024 Ford F150 pickup to tow our DUI trailer and to be used as an education tool at community functions and education programs. The department will develop messaging to be put on the truck for anti DUI. The department will also develop messaging for the middle

Schedule A

school education component to include social media posts, PowerPoint presentation and handout for the students. We will also work with our local health department and narcotics task force to develop an approach to ensure compliance at local smoke shops and criteria to use cadets for sting operations.

During quarter two the department will conduct compliance checks and sting operations at the local smoke shops. The department will conduct the middle school programs at local middle schools.

During quarter three the department should be in possession of the 2024 Ford F150 and have the graphics installed. The truck will be utilized at local events and used to tow the DUI trailer to DUI checkpoints. The department will continue the education programs and compliance/stings at local smoke shops.

During quarter four the department will continue using the 2024 Ford F150 for public education at community events, tow the DUI trailer to checkpoints and take to school programs. The department will continue compliance/stings at local smoke shops.

During the course of this grant the department continue running our OTS grant concurrently which includes 22 DUI saturation patrols and 6 DUI checkpoints.

The department will acquire the 2024 Ford F150 pickup truck to pull the DUI trailer and have the vehicle wrap designed, approved by the grantor and installed on the vehicle. The truck will be used as soon as it is in service to DUI checkpoints, public event education and school education programs.

The department will conduct 5 school education programs in local middle schools.

The department will conduct 5 compliance checks/sting operations at local smoke shops.

Project Performance Evaluation

The Yuba City Police Department will evaluate the effectiveness of the proposed grant by comparing year to year statistics from before, during and after the grant cycle. It is anticipated that there will be an increase in the number of DUI/DUID arrests and decrease in the number of DUI/DUID related collisions as a result of enforcement and education.

The department will deliver messaging to the public by way of press releases and social media platforms on all post compliance/sting operations and DUI/DUID enforcement operations. All DUI checkpoints will be announced by the same methods prior to operation as will education programs.

The department will convey all media releases to the City Council for them to disseminate to their constituents.

The department will complete quarterly grant reporting to the grantor, ensuring that quarterly objectives are met in a timely manner.

Program Sustainability

The Yuba City Police Department will not rely on this funding to continue the operation of equipment purchased by this grant. It is anticipated, barring an incident causing loss of the proposed 2024 Ford F150, that this truck will be utilized well into the next decade for education and to tow the DUI trailer to checkpoints. Experience gained by sergeants and officers conducting the compliance checks and education components will pay dividends for the next decade as well as they become the future leaders of the department.

Administrative Support

Yuba City Police Department has a decades long proven track record of successfully managing grants from the California Office of Traffic Safety, ABC Grants, Patrick Leahy Ballistic Vest Partnership through BJE and several other grants from the federal government, state and county.

This proposed grant has the full support of the Traffic Sergeant who will oversee and execute the grant, the Lieutenant overseeing the Traffic Unit, the Police Commander overseeing patrol and traffic operations and the Chief of Police. It also has the full support of the current Finance Director and the current City Manager.

Schedule B

Detailed Budget Estimate

Award Number	Organization/Agency	Total Amount
13004	Yuba City Police Department	\$21,300.00

Cost Category	Line Item Name	Total Cost to Grant
Other Direct Costs	Educational Supplies	\$10,600.00
Category Sub-Total		\$10,600.00
Personnel	Presentations	\$10,700.00
Category Sub-Total		\$10,700.00

Grant Total	\$21,300.00
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**Schedule B-1
Budget Narrative**

Yuba City Police Department

Other Direct Costs

Educational Supplies

\$10,600.00

Educational and marketing supplies with pre-approval from CGU that include messaging in English, Spanish and Punjabi of Anti Driving Under the Influence of drugs and alcohol messaging including non-written messaging with photographs and graphics to support school and community education.

Personnel

Presentations

\$10,700.00

5 Middle School Presentations (2 officers on overtime @ \$85.00/hr x 2 hours=\$340) (5 operations @ \$340=\$1,700) and other presentations with pre-approval from CGU.

CITY OF YUBA CITY
STAFF REPORT

Date: October 17, 2023
To: Honorable Mayor & Members of the City Council;
From: Police Department
Presentation By: Bill Williams, Police Sergeant

Summary

Subject: Award of FY 23-24 Selective Traffic Enforcement Program (STEP) Grant, to include DUI Enforcement and Education Efforts

Recommendation: A. Conduct a Public Hearing, and after consideration;

B. Adopt a Resolution authorizing the Chief of Police to accept \$120,000 in grant funding from the 2023/2024 Selective Traffic Enforcement Program and approve expenditure recommendations;

C. Authorize a supplemental appropriation in the amount of \$120,000 to Account No. 100-43409, 2165-61430, 2165-62801, and 2165-69201 and 2165-63801

Fiscal Impact: \$120,000 to Account No. 100-43409 (OTS Selective Traffic Enforcement Grant)-No City match required

Purpose:

Reduce the number of persons killed and injured in traffic collisions.

Council's Strategic Goal:

This meets the Council's goal of Public Safety.

Background:

In January 2023, the Yuba City Police Department submitted a grant application for the Selective Traffic Enforcement Program Grant offered by the California Office of Traffic Safety. In August 2023, the Department received award notification for the grant with authorization to receive funds in the amount of \$120,000. No matching funds are required by the City of Yuba City to accept the grant. This grant runs in accordance with the Federal Fiscal year 10/01/23-09/30/24.

Analysis:

The Yuba City Police Department has had a positive working relationship with the California Office of Traffic Safety for many years. This year we were selected for funding to maintain an aggressive stance towards those individuals who continue to operate a motor vehicle in our community while under the

influence of alcohol and/or drugs. This grant will allow the department to continue to combat impaired drivers in our community. While having an impaired driving component, this grant also allows for other directed enforcement operations. These operations deploy officers within the city with a primary goal of reducing injury collisions through targeting primary collision factors, such as speed and red-light enforcement, in areas with a high frequency of collisions.

The goal of the grant is to reduce the number of persons killed and injured in traffic collisions. "Best practice" strategies will be conducted on an overtime basis. The funded strategies include DUI checkpoints, DUI saturation patrols, general traffic enforcement, bicycle and pedestrian safety enforcement, distracted driver enforcement, and street racing/side show operations. These strategies are designed to earn media attention, thus enhancing the overall deterrent effect. The California Office of Traffic Safety has designed these operations and the funding for them to be done in addition to our daily duties, thus having an additional impact on traffic safety.

In addition to overtime funding, the grant will cover the cost of three new dash mounted RADAR units for a total of \$9,750.

The grant will fund training and certification for two officers to become Drug Recognition Experts (DRE). DRE personnel enhance the Department's ability to investigate and assist in prosecution of DUI drug offenders. The grant will also fund sending three officers to DRE recertification training, two officers to the NHTSA Standardized Field Sobriety Test (SFST) training and certification, four officers to Advanced Roadside Impaired Driving Enforcement (ARIDE) training and certification, one officer to SFST instructor training, and one officer to DRE instructor training. Combating DUI drivers and providing officers with the necessary skills and training to make DUI-related arrests remains a priority for the police department in reducing alcohol and / or drug related collision deaths and injuries in the community.

Fiscal Impact:

The City will be reimbursed \$120,000 from the California Office of Traffic Safety. No matching funds are required for this grant. Funds will be drawn down through Account No. 2165-61430 (\$99,466) for personnel overtime costs, No. 2165-62801 (\$6,804) for travel and training, No. 2165-69201 (\$9,750) for equipment and No. 2165-63801 (\$3,980) for direct costs associated with the grant.

Alternatives:

Do not accept the grant and / or direct staff to research alternatives.

Recommendation

A. Adopt Resolution of the City Council of The City of Yuba City Authorizing Receipt, Allocation and Expenditure, of the FY 2023-2024 California Office of Traffic Safety Grant "SELECTIVE TRAFFIC ENFORCEMENT PROGRAM".

B. Authorize a supplemental appropriation in the amount of \$120,000 to Account No. 100- 43409, 2165-61430, 2165-62801, 2165-69201, and 2169-63801.

Attachments:

1. 23-24 STEP Grant Resolution Draft
2. Grant Agreement - PT24225

Prepared By:
Bill B. Williams

Submitted By:
Diana Langley

Sergeant

City Manager

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
AUTHORIZING RECEIPT, ALLOCATION AND EXPENDITURE, OF THE FY
2023-2024 CALIFORNIA OFFICE OF TRAFFIC SAFETY GRANT “SELECTIVE
TRAFFIC ENFORCEMENT PROGRAM”**

WHEREAS, the Yuba City Police Department submitted for the Selective Traffic Enforcement Program Grant offered by the California Office of Traffic Safety, and received an award notification for the grant with authorization to receive funds in the amount of \$120,000.

WHEREAS, the goal of the grant is to reduce the number of persons killed and injured in traffic collisions, and will be used to cover the cost of new dash mounted RADAR equipment, educational materials, and DUI checkpoint supplies.

WHEREAS, the grant will also fund training and certification for two officers to become a Drug Recognition Expert (DRE) and one officer to become a certified Standardized Field Sobriety Test instructor.

WHEREAS, the Yuba City Council desires to undertake the projects designated as the Selective Traffic Enforcement Program to be funded in part from funds made available through the California Office of Traffic Safety (OTS).

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

1. The Chief of Police of the City of Yuba City is authorized, on its behalf, to execute a contract, including any extensions or amendments thereof and any subsequent contract with the State and the OTS in relation thereto, to effectuate acceptance of the grant for the Selective Traffic Enforcement Program, subject to approval as to legal form by the City Attorney.
2. The City agrees that any liability arising out of the performance of this contract, including civil court actions for damages, shall be the responsibility of the grant recipient and the authorizing agency. The State of California and OTS disclaim responsibility for any such liability.
3. Grant funds received hereunder shall not be used to supplant expenditures controlled by this body.
4. This award is not subject to local hiring freezes.

I hereby certify that the foregoing is a true copy of the resolution adopted by the Yuba City Council of Yuba City in a meeting thereof held on October 17, 2023, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Wade Kirchner, Mayor
City of Yuba City

ATTEST:

APPROVED AS TO FORM:

Ciara Wakefield, Deputy City Clerk

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

ATTACHMENT 2

1. GRANT TITLE Selective Traffic Enforcement Program (STEP)	
2. NAME OF AGENCY Yuba City	3. Grant Period From: 10/01/2023 To: 09/30/2024
4. AGENCY UNIT TO ADMINISTER GRANT Yuba City Police Department	
5. GRANT DESCRIPTION Best practice strategies will be conducted to reduce the number of persons killed and injured in crashes involving alcohol and other primary crash factors. The funded strategies may include impaired driving enforcement, enforcement operations focusing on primary crash factors, distracted driving, night-time seat belt enforcement, special enforcement operations encouraging motorcycle safety, enforcement and public awareness in areas with a high number of bicycle and pedestrian crashes, and educational programs. These strategies are designed to earn media attention thus enhancing the overall deterrent effect.	
6. Federal Funds Allocated Under This Agreement Shall Not Exceed: \$120,000.00	
7. TERMS AND CONDITIONS: The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement: • Schedule A – Problem Statement, Goals and Objectives and Method of Procedure • Schedule B – Detailed Budget Estimate and Sub-Budget Estimate (if applicable) • Schedule B-1 – Budget Narrative and Sub-Budget Narrative (if applicable) • Exhibit A – Certifications and Assurances • Exhibit B* – OTS Grant Program Manual • Exhibit C – Grant Electronic Management System (GEMS) Access *Items shown with an asterisk (*), are hereby incorporated by reference and made a part of this agreement as if attached hereto. These documents can be viewed at the OTS home web page under Grants: www.ots.ca.gov. We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions. IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.	
8. Approval Signatures	
A. GRANT DIRECTOR NAME: Bill Williams TITLE: Police Traffic Sergeant EMAIL: bwilliams@yubacity.net PHONE: [REDACTED] ADDRESS: 1545 Poole Boulevard Yuba City, CA 95993 _____ (Signature) (Date)	B. AUTHORIZING OFFICIAL ADDRESS: Brian Baker Chief of Police bbaker@yubacity.net [REDACTED] 1545 Poole Boulevard Yuba City, CA 95993 _____ (Signature) (Date)
C. FISCAL OFFICIAL ADDRESS: Spencer Morrison Finance Director smorriso@yubacity.net [REDACTED] 1201 Civic Center Blvd. Yuba City, CA 95993 _____ (Signature) (Date)	D. AUTHORIZING OFFICIAL OF OFFICE OF TRAFFIC SAFETY ADDRESS: Barbara Rooney Director barbara.rooney@ots.ca.gov [REDACTED] 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758 _____ (Signature) (Date)

E. ACCOUNTING OFFICER OF OFFICE OF TRAFFIC SAFETY NAME: Carolyn Vu ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758	9. SAM INFORMATION SAM#: PBUJLH2KP9T9 REGISTERED ADDRESS: 1201 Civic Center Boulevard Yuba City CA 95993 CITY: Yuba City ZIP+4: 95993-2615
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10. PROJECTED EXPENDITURES						
FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
402PT-24.1	20.600	0521-0890-101	2022	43/22	BA/22	\$20,400.00
164AL-24.1	20.608	0521-0890-101	2022	43/22	BA/22	\$20,400.00
402PT-24	20.600	0521-0890-101	2023	12/23	BA/23	\$39,600.00
164AL-24	20.608	0521-0890-101	2023	12/23	BA/23	\$39,600.00
				AGREEMENT TOTAL		\$120,000.00
				AMOUNT ENCUMBERED BY THIS DOCUMENT		
				\$120,000.00		
I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.				PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT		
				\$ 0.00		
OTS ACCOUNTING OFFICER'S SIGNATURE		DATE SIGNED		TOTAL AMOUNT ENCUMBERED TO DATE		
				\$120,000.00		

1. PROBLEM STATEMENT

Increasing enforcement efforts are needed to reduce the number of people injured and killed in traffic crashes in Yuba City.

Speed continues to be the leading contributor to injury crashes in Yuba City. Speed as a PCF accounted for 24.5% of injury crashes in 2022, up from 22.5% in 2021. Yuba City is positioned at the intersection of two State Route Highways, State Route 99 and State Route 20. Both highways bring a large volume of commuter traffic through the city. Both State Routes are multi-lane highways where radar enforcement is a challenge. Speed is the leading PCF for crashes on both state routes. State Route 20 has consistently remained the roadway with the most crashes per year. Additionally, speeding vehicles is a common call for service to the police department in neighborhoods creating a quality-of-life issue in our community.

Turning movement violations accounted for 14.86% of injury crashes in 2022 and was the second leading PCF in Yuba City. Turning movements are a product of distracted driving and driver's inattention to those around them. In order to efficiently enforce these violations on our busy roadways, the traffic unit uses police motorcycles. The traffic unit is also responsible for handling injury and non-injury crashes during their regular duties. To effectively enforce these violations, most often the enforcement occurs on overtime when officers are not handling the duties of traffic officers outside of making stops and issuing citations.

Red light violations accounted for 10.44% of injury crashes in 2022 making them the third leading PCF in Yuba City. Red lights are a concern because studies have shown about 39% of crashes involving red light violations result in an injury. A large percentage of the injury red light crashes occur on the State Routes that contain the highest volume of traffic in Yuba City. Red light enforcement requires significant staffing due to traffic volume, roadway design on the State Routes and the difficulty for an officer to witness the color of the light and the positioning of the violator when the light changed. To overcome these challenges, red light enforcement tends to require more than one officer to safely work a redlight operation. Reducing red light violations is imperative toward reducing injury crashes in Yuba City.

DUI drivers accounted for 8.03% of the total number of crashes in Yuba City in 2022.

Pedestrian and Bicycle crashes have been a problem, but we are working towards better statistics. Since 2013, pedestrian injury crashes remained consistent at 33 for 2013 and 2014. 2015 saw a reduction to 23 pedestrian crashes but 2016 we were back up to 33 injuries and 2017 mirrored 2016 at 29. There were 3 pedestrian fatalities in each 2013, 2014 and 2017. During 2017, pedestrians were found at fault in two fatal pedestrian crashes. Two of the pedestrian fatalities involved a pedestrian crossing the road during darkness outside of a crosswalk on or adjacent to a state highway. In 2022 pedestrian injury crashes went up from previous years at 24 to 32 with 3 pedestrian fatalities with the pedestrians being at fault in 2 of the 3.

One area of significant importance we have identified is our inability to adequately convey anti- DUI messaging to our demographics. Yuba City is comprised of 41.1% white black and other, 19.4% Indian Asian and 30.9% Hispanic non-white according to the latest US Census data. DUI arrests in the city are 52.3% Hispanic drivers and 6.8% Asian Indian drivers. Injury crashes show the at fault drivers are Hispanic in 26.7% of the crashes and Asian Indian in 10.6% of the crashes.

Many of the bicycle related crashes involved adults riding the wrong way on the road or failing to stop for stop signs. Recognizing this trend related to pedestrian and bicycle crashes, the Police Department began educational and directed enforcement efforts to address this issue. Ongoing efforts are needed to continue improvement toward decreasing pedestrian and bicyclist injuries. In 2022 we had 1 bicycle related fatality and 14 significant injury crashes.

In 2019, there was a decrease to 268 DUI arrests compared to 2018 and in 2020 with COVID 19 concerns we saw another decrease to 193 arrests. DUI drugs, which tend to be more challenging for officers to identify, accounted for more than 17% of all DUI arrests in 2015 and in 2018 more than 18% of DUI arrest were for drugs or drugs and alcohol, 2019 there was an increase to 21% of all DUI arrests were for drugs or

a combination and in 2020 23% crash at 29, up from 21 in 2020. In 2022, we had moderate increase in DUI arrests with a total of 243 arrests.

One possible contributing factor to the increase of both DUI crashes and arrests may be an emphasis placed in DUI related training. The department has trained more than 2/3rds of its personnel in SFST and ARIDE since 2010 and gained eight DRE certified personnel. With the help of OTS we are also focusing on training in house personnel to be instructors in both Standardized Field Sobriety Testing and Drug Recognition Experts.

The increased training may contribute to officer's ability to better identify impaired drivers and manifest as an increase in alcohol related crashes. The coinciding increase in DUI arrests and alcohol related crashes demonstrates Yuba City is starting to receive positive results at addressing the problem of impaired driving. However, ongoing efforts are needed to continue to reduce the number of alcohol and drug related crashes and associated injuries and deaths.

In 2018 and 2019, hit and run injuries have remained steady at 24 for 2018 and 27 for 2018 and for 2020 there were 21 hit and run injury crashes. In 2022, studies have shown many hit and run offenders are unlicensed, uninsured or intoxicated. Hit and run crashes continue to be a problem for Yuba City and general enforcement along with impaired driving enforcement will help reduce these types of crashes.

Motorcycle crashes have been a traffic safety problem in Yuba City. In 2018 we had 16 injury related motorcycle crashes, which remains consistent with previous years. In 2020 we saw that number decrease to only 12 and in 2021 we saw a slight increase to 15 motorcycle injury crashes (one death). Historically, the department had not treated or even tracked motorcycle crashes separately from other motor vehicles. Department personnel have begun education efforts to reach out to motorcyclists, this effort needs to be expanded and supported by relevant crash research data to be effective. In 2022, we had a small decrease in the number of fatal motorcycle crashes down to 1 and 14 injury crashes.

Street racing and sideshow activity has become a huge issue for Yuba City over 2021. While no deaths have occurred to date, we had 1 serious roll over crash resulting in two serious injuries in 2021. The pressure put on the Street Racing scene from area enforcement in Sacramento has pushed them north to Yuba City. Most weekends see upwards of 400 cars descending on the city and gathering in empty parking lots such as the abandoned Kmart property, the Yuba City Mall, Kohl's and Yuba Community College parking lots. They have even taken over local roadways and blocked intersections with their illegal activity.

2. PERFORMANCE MEASURES

A. Goals:

1. Reduce the number of persons killed in traffic crashes.
2. Reduce the number of persons injured in traffic crashes.
3. Reduce the number of pedestrians killed in traffic crashes.
4. Reduce the number of pedestrians injured in traffic crashes.
5. Reduce the number of bicyclists killed in traffic crashes.
6. Reduce the number of bicyclists injured in traffic crashes.
7. Reduce the number of persons killed in alcohol-involved crashes.
8. Reduce the number of persons injured in alcohol-involved crashes.
9. Reduce the number of persons killed in drug-involved crashes.
10. Reduce the number of persons injured in drug-involved crashes.
11. Reduce the number of persons killed in alcohol/drug combo-involved crashes.
12. Reduce the number of persons injured in alcohol/drug combo-involved crashes.
13. Reduce the number of motorcyclists killed in traffic crashes.
14. Reduce the number of motorcyclists injured in traffic crashes.
15. Reduce hit & run fatal crashes.
16. Reduce hit & run injury crashes.
17. Reduce nighttime (2100 - 0259 hours) fatal crashes.
18. Reduce nighttime (2100 - 0259 hours) injury crashes.

B. Objectives:

Target Number

1. Issue a press release announcing the kick-off of the grant by November 15. The kick-off press releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, for approval 14 days prior to the issuance date of the release.	1
2. Participate and report data (as required) in the following campaigns; Quarter 1: National Walk to School Day, National Teen Driver Safety Week, NHTSA Winter Mobilization; Quarter 3: National Distracted Driving Awareness Month, National Motorcycle Safety Month, National Bicycle Safety Month, National Click it or Ticket Mobilization; Quarter 4: NHTSA Summer Mobilization, National Child Passenger Safety Week, and California's Pedestrian Safety Month.	10
3. Develop (by December 31) and/or maintain a "DUI BOLO" program to notify patrol and traffic officers to be on the lookout for identified repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. Updated DUI BOLOs should be distributed to patrol and traffic officers monthly.	12
4. Send law enforcement personnel to the NHTSA Standardized Field Sobriety Testing (SFST) (minimum 16 hours) POST-certified training.	2
5. Send law enforcement personnel to the NHTSA Advanced Roadside Impaired Driving Enforcement (ARIDE) 16 hour POST-certified training.	4
6. Send law enforcement personnel to the Drug Recognition Expert (DRE) training.	2
7. Send law enforcement personnel to the DRE Recertification training.	3
8. Send law enforcement personnel to SFST Instructor training.	1
9. Send law enforcement personnel to DRE Instructor training.	1
10. Conduct DUI/DL Checkpoints. A minimum of 1 checkpoint should be conducted during the NHTSA Winter Mobilization and 1 during the Summer Mobilization. To enhance the overall deterrent effect and promote high visibility, it is recommended the grantee issue an advance press release and conduct social media activity for each checkpoint. For combination DUI/DL checkpoints, departments should issue press releases that mention DL's will be checked at the DUI/DL checkpoint. Signs for DUI/DL checkpoints should read "DUI/Driver's License Checkpoint Ahead." OTS does not fund or support independent DL checkpoints. Only on an exception basis and with OTS pre-approval will OTS fund checkpoints that begin prior to 1800 hours. When possible, DUI/DL Checkpoint screeners should be DRE- or ARIDE-trained.	6
11. Conduct DUI Saturation Patrol operation(s).	28
12. Conduct Traffic Enforcement operation(s), including but not limited to, primary crash factor violations.	20
13. Conduct highly publicized Distracted Driving enforcement operation(s) targeting drivers using hand held cell phones and texting.	5
14. Conduct highly publicized Motorcycle Safety enforcement operation(s) in areas or during events with a high number of motorcycle incidents or crashes resulting from unsafe speed, DUI, following too closely, unsafe lane changes, improper turning, and other primary crash factor violations by motorcyclists and other drivers.	3
15. Conduct highly publicized pedestrian and/or bicycle enforcement operation(s) in areas or during events with a high number of pedestrian and/or bicycle crashes resulting from violations made by pedestrians, bicyclists, and drivers.	5
16. Conduct Traffic Safety educational presentation(s) with an effort to reach community members. Note: Presentation(s) may include topics such as distracted driving, DUI, speed, bicycle and pedestrian safety, seat belts and child passenger safety.	4
17. Participate in highly visible collaborative DUI Enforcement operations.	2
18. Participate in highly visible collaborative Traffic Enforcement operations.	2
19. Send law enforcement personnel to DUI Checkpoint Planning and Management training.	2
20. Conduct specialized enforcement operations focusing specifically on street racing and sideshow activities.	10
3. METHOD OF PROCEDURE	

A. Phase 1 – Program Preparation (1st Quarter of Grant Year)

- The department will develop operational plans to implement the “best practice” strategies outlined in the objectives section.
- All training needed to implement the program should be conducted in the first quarter.
- All grant related purchases needed to implement the program should be made in the first quarter.
- In order to develop/maintain the “DUI BOLOs,” research will be conducted to identify the “worst of the worst” repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. The DUI BOLO may include the driver’s name, last known address, DOB, description, current license status, and the number of times suspended or revoked for DUI. DUI BOLOs should be updated and distributed to traffic and patrol officers at least monthly.
- Implementation of the STEP grant activities will be accomplished by deploying personnel at high crash locations.

Media Requirements Issue a press release approved by the OTS PIO announcing the kick-off of the grant by November 15, but no sooner than October 1. The kick-off release must be approved by the OTS PIO and only distributed after the grant is fully signed and executed. If you are unable to meet the November 15 deadline to issue a kick-off press release, communicate reasons to your OTS coordinator and OTS PIO.

B. Phase 2 – Program Operations (Throughout Grant Year)

- The department will work to create media opportunities throughout the grant period to call attention to the innovative program strategies and outcomes.

Media Requirements

The following requirements are for all grant-related activities:

- Send all media advisories, alerts, videos, graphics, artwork, posters, radio/PSA/video scripts, storyboards, digital and/or print educational materials for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS coordinator. Optimum lead time would be 7 days before the scheduled release but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- The OTS PIO is responsible for the approval of the design and content of materials. The agency understands OTS PIO approval is not authorizing approval of budget expenditure or cost. Any cost approvals must come from the Coordinator.
- Pre-approval is not required when using any OTS-supplied template for media advisories, press releases, social media graphics, videos or posts, or any other OTS-supplied educational material. However, copy the OTS PIO at pio@ots.ca.gov and your OTS coordinator when any material is distributed to the media and public, such as a press release, educational material, or link to social media post. The OTS-supplied kick-off press release templates and any kickoff press releases are an exception to this policy and require prior approval before distribution to the media and public.
- If an OTS-supplied template, educational material, social media graphic, post or video is substantially changed, the changes shall be sent to the OTS PIO at pio@ots.ca.gov for approval and copy to your OTS Coordinator. Optimum lead time would be 7 days prior to the scheduled release date, but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- Press releases, social media posts and alerts on platforms such as NextDoor and Nixle reporting immediate and time-sensitive grant activities (e.g. enforcement operations, day of event highlights or announcements, event invites) are exempt from the OTS PIO approval process. The OTS PIO and your Coordinator should still be notified when the grant-related activity is happening (e.g. car seat checks, bicycle rodeos, community presentations, DUI checkpoints, etc.).
- Enforcement activities such as warrant and probation sweeps, court stings, etc. that are embargoed or could impact operations by publicizing in advance are exempt from the PIO approval process. However, announcements and results of activities should still be copied to the OTS PIO at pio@ots.ca.gov and your Coordinator with embargoed date and time or with “INTERNAL ONLY: DO NOT RELEASE” message in subject line of email.
- Any earned or paid media campaigns for TV, radio, digital or social media that are part of a specific grant objective, using OTS grant funds, or designed and developed using contractual

services by a subgrantee, requires prior approval. Please send to the OTS PIO at pio@ots.ca.gov for approval and copy your grant coordinator at least 3 business days prior to the scheduled release date.

- Social media posts highlighting state or national traffic safety campaigns (Distracted Driving Month, Motorcycle Safety Awareness Month, etc.), enforcement operations (DUI checkpoints, etc.), or any other grant-related activity such as Bicycle rodeos, presentations, or events, are highly encouraged but do not require prior approval.
- Submit a draft or rough-cut of all digital, printed, recorded or video material (brochures, posters, scripts, artwork, trailer graphics, digital graphics, social posts connected to an earned or paid media campaign grant objective) to the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator for approval prior to the production or duplication.
- Use the following standard language in all press, media, and printed materials, space permitting: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- Space permitting, include the OTS logo on all grant-funded print materials, graphics and paid or earned social media campaign grant objective; consult your OTS Coordinator for specifics, format-appropriate logos, or if space does not permit the use of the OTS logo.
- Email the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator at least 21 days in advance, or when first confirmed, a short description of any significant grant-related traffic safety event or program, particularly events that are highly publicized beforehand with anticipated media coverage so OTS has sufficient notice to arrange for attendance and/or participation in the event. If unable to attend, email the OTS PIO and coordinator brief highlights and/or results, including any media coverage (broadcast, digital, print) of event within 7 days following significant grant-related event or program. Media and program highlights are to be reflected in QPRs.
- Any press releases, work plans, scripts, storyboards, artwork, graphics, videos or any educational or informational materials that received PIO approval in a prior grant year needs to be resubmitted for approval in the current grant year.
- Contact the OTS PIO or your OTS Coordinator for consultation when changes from any of the above requirements might be warranted.

C. Phase 3 – Data Collection & Reporting (Throughout Grant Year)

1. Prepare and submit grant claim invoices (due January 30, April 30, July 30, and October 30)

2. Prepare and submit Quarterly Performance Reports (QPR) (due January 30, April 30, July 30, and October 30)

- Collect and report quarterly, appropriate data that supports the progress of goals and objectives.
- Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
- Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.
- Collect, analyze and report statistical data relating to the grant goals and objectives.

4. METHOD OF EVALUATION

Using the data compiled during the grant, the Grant Director will complete the “Final Evaluation” section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant’s accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

5. ADMINISTRATIVE SUPPORT

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT		
164AL-24	20.608	Minimum Penalties for Repeat Offenders for Driving While Intoxicated	\$60,000.00		
402PT-24	20.600	State and Community Highway Safety	\$60,000.00		
COST CATEGORY		FUND NUMBER	UNIT COST OR RATE	UNITS	TOTAL COST TO GRANT
A. PERSONNEL COSTS					
<u>Straight Time</u>					\$0.00
<u>Overtime</u>					
DUI/DL Checkpoints	164AL-24	\$4,000.00	6	\$24,000.00	
DUI Saturation Patrols	164AL-24	\$1,000.00	28	\$28,000.00	
Collaborative DUI Enforcement	164AL-24	\$1,000.00	2	\$2,000.00	
Benefits for 164 OT @ 3.736%	164AL-24	\$54,000.00	1	\$2,020.00	
Traffic Enforcement	402PT-24	\$1,000.00	20	\$20,000.00	
Distracted Driving	402PT-24	\$990.00	5	\$4,950.00	
Pedestrian and Bicycle Enforcement	402PT-24	\$990.00	5	\$4,950.00	
Motorcycle Safety	402PT-24	\$990.00	3	\$2,970.00	
Street Racing and Sideshow Enforcement Operations	402PT-24	\$1,000.00	10	\$10,000.00	
Collaborative Traffic Enforcement	402PT-24	\$990.00	2	\$1,980.00	
Benefits for 402OT @ 3.736%	402PT-24	\$44,850.00	1	\$1,677.00	
Category Sub-Total				\$102,547.00	
B. TRAVEL EXPENSES					
In State Travel	402PT-24	\$3,723.00	1	\$3,723.00	
				\$0.00	
Category Sub-Total				\$3,723.00	
C. CONTRACTUAL SERVICES					
				\$0.00	
Category Sub-Total				\$0.00	
D. EQUIPMENT					
				\$0.00	
Category Sub-Total				\$0.00	
E. OTHER DIRECT COSTS					
Radar Device	402PT-24	\$3,250.00	3	\$9,750.00	
DUI Checkpoint Supplies	164AL-24	\$3,980.00	1	\$3,980.00	
Category Sub-Total				\$13,730.00	
F. INDIRECT COSTS					
				\$0.00	
Category Sub-Total				\$0.00	
GRANT TOTAL					\$120,000.00

BUDGET NARRATIVE

PERSONNEL COSTS

DUI/DL Checkpoints - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

DUI Saturation Patrols - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

Collaborative DUI Enforcement - Overtime for grant funded Collaborative DUI Enforcement operations conducted by appropriate department personnel

Benefits for 164 OT @ 3.736% - Overtime for grant funded traffic safety presentations or campaigns conducted by appropriate department personnel. Work Comp-2.286%

Medicare-1.45%
 total of 3.736%

Traffic Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

Distracted Driving - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

Pedestrian and Bicycle Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

Motorcycle Safety - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

Street Racing and Sideshow Enforcement Operations - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

Collaborative Traffic Enforcement - Overtime for grant funded Collaborative Traffic Enforcement operations conducted by appropriate department personnel

Benefits for 402OT @ 3.736% - Overtime for grant funded law enforcement operations conducted by appropriate department personnel. Work Comp-2.286%

Medicare-1.45%
 total of 3.736%

TRAVEL EXPENSES

In State Travel - Costs are included for appropriate staff to attend conferences and training events supporting the grant goals and objectives and/or traffic safety. Local mileage for grant activities and meetings is included. Anticipated travel may include the California Traffic Safety Summit and the OTS Traffic Safety Law Enforcement Forum. All conferences, seminars or training not specifically identified in the Budget Narrative must be approved by OTS. All travel claimed must be at the agency approved rate. Per Diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds.

CONTRACTUAL SERVICES

-

EQUIPMENT

-

OTHER DIRECT COSTS

Radar Device - To measure the speed of motor vehicles. This device will be used for speed enforcement.

DUI Checkpoint Supplies - On-scene supplies needed to conduct sobriety checkpoints. Costs may include 28" traffic cones, MUTCD compliant traffic signs, MUTCD compliant high visibility vests (maximum of 10), traffic counters (maximum of 2), generator, gas for generators, lighting, reflective banners, electronic flares, PAS Device/Calibration Supplies, heater, propane for heaters, fan, anti-fatigue mats, and canopies. Additional items may be purchased if approved by OTS. The cost of food and beverages will not be reimbursed. Each item must have a unit cost of less than \$5,000 (including tax and shipping).

INDIRECT COSTS

-

STATEMENTS/DISCLAIMERS

There will be no program income generated from this grant.

Nothing in this "agreement" shall be interpreted as a requirement, formal or informal, that a particular law enforcement officer issue a specified or predetermined number of citations in pursuance of the goals and objectives here under.

The OTS grant funded activities must be separate from the CHP Cannabis Tax Fund Grant Program activities and maintained under separate accounting/tracking/other codes (example: the same DUI checkpoint may not be funded by both the CHP and the OTS).

Certifications and Assurances for Fiscal Year 2024 Highway Safety Grants (23 U.S.C. Chapter 4 or Section 1906, Public Law 109-59, as amended by Section 25024, Public Law 117-58)

The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies, and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

GENERAL REQUIREMENTS

The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended;
- Sec. 1906, [Public Law 109-59](#), as amended by Sec. 25024, [Public Law 117-58](#);
- [23 CFR part 1300](#)—Uniform Procedures for State Highway Safety Grant Programs;
- [2 CFR part 200](#)—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- [2 CFR part 1201](#)—Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

NONDISCRIMINATION

(applies to all subrecipients as well as States)

The State highway safety agency [and its subrecipients] will comply with all Federal statutes and implementing regulations relating to nondiscrimination (“Federal Nondiscrimination Authorities”). These include but are not limited to:

- *Title VI of the Civil Rights Act of 1964* ([42 U.S.C. 2000d et seq.](#), 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- [49 CFR part 21](#) (entitled *Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964*);
- [28 CFR 50.3](#) (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- *The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970*, ([42 U.S.C. 4601](#)), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- *Federal-Aid Highway Act of 1973*, (23 U.S.C. 324 *et seq.*), and *Title IX of the Education Amendments of 1972*, as amended ([20 U.S.C. 1681-1683](#) and [1685-1686](#)) (prohibit discrimination on the basis of sex);
- *Section 504 of the Rehabilitation Act of 1973*, ([29 U.S.C. 794 et seq.](#)), as amended, (prohibits discrimination on the basis of disability) and [49 CFR part 27](#);
- *The Age Discrimination Act of 1975*, as amended, ([42 U.S.C. 6101 et seq.](#)), (prohibits discrimination on the basis of age);
- *The Civil Rights Restoration Act of 1987*, (Pub. L. 100-209), (broadens scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- *Titles II and III of the Americans with Disabilities Act* ([42 U.S.C. 12131-12189](#)) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and [49 CFR parts 37](#) and [38](#);
- [Executive Order 12898](#), *Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations* (preventing discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- [Executive Order 13166](#), *Improving Access to Services for Persons with Limited English Proficiency* (requiring that recipients of Federal financial assistance provide meaningful access for applicants and beneficiaries who have limited English proficiency (LEP));
- [Executive Order 13985](#), *Advancing Racial Equity and Support for Underserved Communities through the Federal Government* (advancing equity across the Federal Government); and
- [Executive Order 13988](#), *Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation* (clarifying that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation).

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

GENERAL ASSURANCES

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In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA.”

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

SPECIFIC ASSURANCES

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in § 21.23(b) and (e) of [49 CFR part 21](#) will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:
“The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”
3. The Recipient will insert the clauses of appendix A and E of this Assurance (also referred to as DOT Order 1050.2A) in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the State highway safety agency also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review

upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The State highway safety agency gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The Subgrantee will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The grantee's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance programs;
 4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
 5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 1. Abide by the terms of the statement;
 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;
- e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted—
 1. Taking appropriate personnel action against such an employee, up to and including termination;
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

POLITICAL ACTIVITY (HATCH ACT)

(applies to all subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

(applies to all subrecipients as well as States)

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

RESTRICTION ON STATE LOBBYING **(applies to subrecipients as well as States)**

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., “grassroots”) lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION **(applies to all subrecipients as well as States)**

INSTRUCTIONS FOR PRIMARY TIER PARTICIPANT CERTIFICATION (STATES)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of [2 CFR parts 180 and 1200](#).
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded**, as used in this clause, are defined in [2 CFR parts 180 and 1200](#). You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled “Instructions for Lower Tier Participant Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with [2 CFR parts 180 and 1200](#).
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS— **PRIMARY TIER COVERED TRANSACTIONS**

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

INSTRUCTIONS FOR LOWER TIER PARTICIPANT CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of [2 CFR parts 180](#) and [1200](#).
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded**, as used in this clause, are defined in [2 CFR parts 180](#) and [1200](#). You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with [2 CFR parts 180](#) and [1200](#).
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA

(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

CERTIFICATION ON CONFLICT OF INTEREST

(applies to subrecipients as well as States)

GENERAL REQUIREMENTS

No employee, officer, or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
 - a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
 - b. The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

DISCLOSURE REQUIREMENTS

No State or its subrecipient, including its officers, employees, or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(applies to all subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

INSTRUCTIONS FOR ADDING OR UPDATING GEMS USERS

1. Each agency is allowed a total of **FIVE (5) GEMS Users**.
2. GEMS Users listed on this form will be authorized to login to GEMS to complete and submit Quarterly Performance Reports (QPRs) and reimbursement claims.
3. Complete the form if adding, removing or editing a GEMS user(s).
4. The Grant Director must sign this form and return it with the Grant Agreement.

GRANT DETAILS

Grant Number:	PT24225
Agency Name:	Yuba City Police Department
Grant Title:	Selective Traffic Enforcement Program (STEP)
Agreement Total:	\$120,000.00
Authorizing Official:	Brian Baker
Fiscal Official:	Spencer Morrison
Grant Director:	Bill Williams

CURRENT GEMS USER(S)

1. Diona Pope

Title: Accounting Manager

Media Contact: No

Phone: ()

Email: dpope@yubacity.net

2. Bill Williams

Title: Police Traffic Sergeant

Media Contact: No

Phone: ()

Email: bwilliams@yubacity.net

Complete the below information if adding, removing or editing a GEMS user(s)

GEMS User 1 Add/Change ☐ Remove Access ☐ Add as a media contact? Yes ☐ No ☐	
Name	Job Title
Email address	Phone number
GEMS User 2 Add/Change ☐ Remove Access ☐ Add as a media contact? Yes ☐ No ☐	
Name	Job Title
Email address	Phone number
GEMS User 3 Add/Change ☐ Remove Access ☐ Add as a media contact? Yes ☐ No ☐	
Name	Job Title
Email address	Phone number
GEMS User 4 Add/Change ☐ Remove Access ☐ Add as a media contact? Yes ☐ No ☐	
Name	Job Title
Email address	Phone number
GEMS User 5 Add/Change ☐ Remove Access ☐ Add as a media contact? Yes ☐ No ☐	
Name	Job Title
Email address	Phone number
Form completed by:	Date:
As a signatory I hereby authorize the listed individual(s) to represent and have GEMS user access.	
Signature	Name
	Grant Director
Date	Title

CITY OF YUBA CITY
STAFF REPORT

Date: October 17, 2023
To: Honorable Mayor & Members of the City Council;
From: Development Services Department
Presentation By: Doug Libby, Deputy Director of Development Services

Summary

Subject: Consideration of a Development Agreement for the Sohal Ranch Tentative Subdivision Map (TSM) 22-02 and the associated Mitigated Negative Declaration.

Recommendation: A. Conduct a Public Hearing, and after consideration;

B. Introduce an Uncodified Ordinance of the City Council of the City of Yuba City approving Environmental Assessment 22-06 by Adopting a Mitigated Negative Declaration prepared for Tentative Subdivision Map (TSM) 22-02, Sohal Ranch Subdivision and approving a Development Agreement between the City of Yuba City and the Balbir Sohal Family Trust, for the Sohal Ranch Subdivision (TSM 22-02), on 41.36 acres located at the southeast corner of Lincoln Road and George Washington Boulevard (Assessor's Parcel Numbers 065-010-005 And 065-010-006), and waive the first reading

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

Purpose:

Consideration to approve a Development Agreement for the Sohal Ranch Subdivision (TSM) 22-02.

Council's Strategic Goal:

This item meets the City Council's strategic goal of business friendly.

Background:

The applicant, Balbir Sohal Family Trust, filed an application for Tentative Subdivision Map SM 22-02, Sohal Ranch Subdivision.

On September 27, 2023, the Yuba City Planning Commission conducted a public hearing, and the Planning Commission voted to:

1. Adopt Resolution PC 23-24 contingently approving TSM 22-02; and
2. Adopt Resolution PC 23-25 recommending approval of Environmental Assessment 22-06 and the associated Development Agreement.

Analysis:

Tentative Subdivision Map (TSM) 22-02, Sohal Ranch, proposes to subdivide an approximately 41.36-acre property into 179 single-family residential lots, which will include a 2.63-acre park, a 0.11-acre parcel for a sewer lift station, as well as right-of-way dedications and half street improvements for both George Washington Boulevard and Lincoln Road.

Table 1: Land Use Summary

Phase	Acres	Single-family residential lots	Other use
1	12.52	57	A 0.11-acre site for a sewer lift station.
2	7.77	39	
3	14.60	83	A 2.65-acre (net) park / detention pond
Right of way dedication	3.31		Lincoln Rd. & Geo. Washington Blvd.
Total	41.36	179	

The gross density of the project will be approximately 4.7 residences per acre for the LDR designated area, which is well within the established density range. The subdivision access will be via an internal road network of fully improved public streets, with ingress/egress points onto both Lincoln Road and George Washington Boulevard.

The project includes a Development Agreement with a term of 15 years, plus an option for another five years if approved by the City Council, in exchange for the dedication of parkland and payment of an additional per parcel fee for future neighborhood parks. A development agreement (DA) is a binding agreement between the City and developer spelling out items that go beyond standard planning, zoning, development, and design standards. While development agreements are allowed by State law (Government Code Sections 65864 – 65869.5), there are no established rules or policies regarding required deal points. As a result, each agreement is unique and must be considered on its own merits.

In this case, a DA was requested by the applicant. The proposed terms (Section 2.2) include the following:

- TSM 22-02, Sohal Subdivision, shall have an expiration date 15-years from time of approval, with a possible five (5) year extension if requested by the applicant and approved by the City Council, for a total of 20 years.
- The Developer shall dedicate to the City an approximate 2.63-acre neighborhood park and street frontage adjacent to the parkland (2.96 acres total).
 1. The Developer shall construct the full park frontage road improvements prior to obtaining the ninety-eighth (98) building permit within the subdivision.
 2. The developer is not required to construct any onsite park improvements other than to grade the site to drain consistent with City standards.
- The Developer shall pay the City's Park and Recreation Development Impact fee (DIF), as do all residential projects, plus, as a result of the DA, pay an additional \$3,206 per parcel neighborhood park fee and provide all of the necessary street improvements to the new parkland street frontage. In return the City will use this money to reimburse the developer for the value of the parkland and the street improvements. If these costs exceed the amount of the DIF fees the applicant would otherwise be required to pay, the developer will be reimbursed for those excess costs.

Compatibility with neighboring uses:

Regarding how this proposed subdivision fits within its surroundings, this urban project will be located in a predominantly agricultural area, nearly surrounded by orchards. However, it is also an area that has been planned for urban uses for almost 20 years. Considering this area has been within the City's sphere of influence since the 1980s, this area has been recognized for future urban growth for approximately 34 years.

Table 2: Bordering Information and Uses			
	County and City General Plan Land Use Classifications	Zoning	Existing Land Use
Project Site	Low Density Residential (LDR) and Park	One-Family Residential (R-1)	Orchard and a small office building.
North*	County – AG - 20 City - LDR	Estate Residential (ER) (County)	Ranchette homes and orchard
East	City - LDR	R-1	Orchard.
West*	County General Plan– AG - 20 City General Plan - LDR	Agriculture (AG) (County)	Orchard.
South	LDR & Medium High Density Residential (MDR)	R-1	Orchard.

*Since the properties are within the unincorporated area of Sutter County, the Sutter County General Plan and Zoning is currently in effect. The City G.P. designation and zoning will apply once the property is annexed into the City.

Whenever urban development borders agricultural land there is a potential for incompatibility. This incompatibility could consist of standard farm operations like plowing and spraying that cause noise, dust or spray residue that may affect the residences, or the residents walking their dogs, taking fruit, or riding dirt bikes, through the orchards, impacting the farm operator. Both the City and Sutter County General Plans have buffer policies that consist of distance separation along the agricultural/urban interface that minimize the impacts between the potentially conflicting uses. But those policies are applicable along the edge of the sphere of influence where the buffer is permanent.

The buffer requirement does not apply in this case since General Plan required buffers consist of providing permanent open space uses along the permanent agricultural/urban interface. The buffering does not apply for interim buffering where, at some point in the future, the neighboring agricultural land will also be urbanized. That is the case for this proposed development. The Yuba City Sphere-of influence extends to Township Road. This impact is recognized in the EIRs prepared for both the 2004 General Plan and the Lincoln East Specific Plan, as it was considered a significant impact that cannot be avoided. Overriding considerations were made by the City Council that determined that there are social and economic reasons that override those concerns.

Traffic

The property is served by two primary roads, Lincoln Road runs east-west along the north side of the property, and George Washington Boulevard which runs north-south along the west side of the property. Both are designated in the General Plan to become major arterials in order to better connect this new neighborhood and other future neighborhoods to the urban area. Both roads are currently two-lane roads originally designed to serve an agricultural area. The subdivision is conditioned to construct their half of Lincoln Road and George Washington Boulevard for the lengths of the property. These half streets include two lanes (creating an interim three lane road until the other side is

developed), bike lane, landscape strip sidewalk, another landscape strip and six-foot high masonry wall.

The project will also pay its fair share for future improvements to several other nearby intersections, as determined by the LESP EIR. Most of these roads are now included within the City's development impact fee program but several are not, including the Sanborn Road/Lincoln Road intersection, the Sanborn Road/Bogue Road intersection and paying a fair share for transit improvements to this growing area. These fair share payments are included as mitigations in the Environmental Document (EA 22-06).

Park

The General Plan designates the southeast portion of the project site for a future park. To fulfill that, the proposal is to dedicate approximately 2.63 acres (2.96 acres gross – including street right-of-way) to the City for the park. The developer's obligation for the park is laid out in the proposed Development Agreement.

Availability of City services:

City water and wastewater will be extended to the property. Storm drainage will be collected into the City drainage system (to be constructed) and conveyed to the Live Oak Canal which is overseen by the Sutter County Water Agency. City Fire services already serve the area.

Due to the existing Master Property Tax Exchange Agreement that is in effect between Sutter County and Yuba City, the Sutter County Sheriff Department will continue to provide law enforcement services to this area until the thresholds outlined in the agreement are met at which time service will switch to the Yuba City Police Department.

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. On September 8, 2023 a Notice of Intent to Adopt a Mitigated Negative Declaration was distributed to responsible and trustee agencies and published in the Appeal Democrat. This commenced a 20-day comment period that ended on September 27, 2023. During this comment period the City did not receive comments.

Since the original release of Environmental Assessment 22-06 on September 8, 2023, it has been discovered that the *Focused Traffic Impact Analysis for Sohal Ranch Subdivision, dated July 28, 2023, prepared by MHM Engineering*, was inadvertently omitted from the Environmental Assessment. The Focused Traffic Impact Analysis for Sohal Ranch Subdivision has now been included as Appendix B of Environmental Assessment 22-06, which is attached in full as a part of this staff report. The City did not receive any comments requesting to review the *Focused Traffic Impact Analysis* or have expressed opposition to the project because it was not originally included in Environmental Assessment 22-06.

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 Biological Resources, Geology and Soils, Noise, Recreation, Greenhouse Gases, Traffic, and Tribal Cultural Resources the 179 single-family residential lot subdivision will not create any significant impacts to the neighborhood or vicinity that are not already identified in the LESP EIR. As a result, the filing of a

mitigated negative declaration is appropriate in accordance with the provisions of CEQA. The proposed mitigation measures are included in the project conditions of approval.

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 proposed Development Agreement associated with Sohal Ranch Subdivision.
2. Provide staff with alternate direction.

Recommendations:

- A. Conduct a Public Hearing; then
- B. Introduce an Uncodified Ordinance of the City Council of the City of Yuba City approving Environmental Assessment 22-06 by Adopting a Mitigated Negative Declaration prepared for Tentative Subdivision Map (TSM) 22-02, Sohal Ranch Subdivision and approving a Development Agreement between the City of Yuba City and the Balbir Sohal Family Trust, for the Sohal Ranch Subdivision (TSM 22-02), on 41.36 acres located at the southeast corner of Lincoln Road and George Washington Boulevard (Assessor's Parcel Numbers 065-010-005 And 065-010-006), and waive the first reading.

Attachments:

1. City Council Uncodified Ordinance
2. Sohal Ranch Subdivision Planning Commission Staff Report Packet, September 27, 2023

Prepared By:

Ashley Potočník
Development Liaison

Submitted By:

Diana Langley
City Manager

ATTACHMENT 1

ORDINANCE NO. _____

AN UNCODIFIED ORDINANCE OF THE CITY COUNCIL OF THE CITY OF YUBA CITY APPROVING ENVIRONMENTAL ASSESSMENT 22-06 BY ADOPTING A MITIGATED NEGATIVE DECLARATION PREPARED FOR TENTATIVE SUBDIVISION MAP (TSM) 22-02, SOHAL RANCH SUBDIVISION AND APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF YUBA CITY AND BALBIR SOHAL FAMILY TRUST FOR THE SOHAL RANCH SUBDIVISION (TSM 22-02), ON 41.36 ACRES LOCATED AT THE SOUTHEAST CORNER OF LINCOLN ROAD AND GEORGE WASHINGTON BOULEVARD (ASSESSOR'S PARCEL NUMBERS 065-010-005 and 065-010-006).

WHEREAS, the City received an application from Balbir Sohal Family for Tentative Subdivision Map (TSM) 22-02, Sohal Subdivision, to subdivide 41.36 acres into 179 single-family residential lots and two public use lots, and to develop the property at an overall project density of approximately 4.5 units per acre; and

WHEREAS, the two public use lots include a 0.11-acre site for a sewer lift station and a 2.63-acre (net) parcel for a City park. All of the new lots meet City development standards and will be provided full City services; and

WHEREAS, this property was recently annexed into Yuba City's city limits and the property owner wished to develop their property to urban levels; and

WHEREAS, pursuant to the authority and criteria contained in the California Environmental Quality Act of 1970 ("CEQA"), with the City, as the Lead Agency, the Planning Commission reviewed related Environmental Assessment 22-06 which was prepared for this subdivision and the development agreement, (collectively "Project") considering a Mitigated Negative Declaration (MND) prepared for the Project, which concluded that this Project, with new mitigations as well as mitigations from the previously approved EIR for the Lincoln East Specific Plan (LESP), will not generate any new significant environmental impacts not previously considered by the LESP EIR; and

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

WHEREAS, a development agreement between Balbir Sohal Family Trust and the City of Yuba City, is also proposed to extend the expiry period of the tentative subdivision map to 15-years and may be extended an additional 5-years, subject to City approval. Additionally, the agreement provides for funding for the development of neighborhood parks consistent with existing established land-use; and

WHEREAS, the development agreement was considered in Environmental Assessment (EA) 22-06, where a Mitigated Negative Declaration is proposed; and

WHEREAS, on September 27, 2023, the Planning Commission concurrently conducted a duly noticed public hearing on TSM 22-02 and the Development Agreement, 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, by a 5 – 1 vote, with Commissioner Dale being absent, the Planning Commission adopted a Resolution contingently approving TSM 22-02, subject to City Council approval of the Development Agreement and take related action regarding the project; and

WHEREAS, Sections 65864-65869.5 of the California Government Code authorize the City to enter into development agreements and requires the planning agency of the City to find the proposed Development Agreement to be consistent with the policies and programs of the General Plan and any applicable specific plan, which the Planning Commission has done; and

WHEREAS, Government Code Section 65865 authorizes the City to enter into development agreements with any person having a legal or equitable interest in real property, which interest Developer has in the affected property; and

WHEREAS, pursuant to California Government Code Sections 65867 and 65090, the City published a legal notice of the public hearing regarding the proposed Development Agreement to be held by the City Council on October 7, 2023. In addition, a public hearing notice was mailed to each property owner within at least 300 feet of the project site, indicating the date and time of the public hearing regarding the Development Agreement; and

WHEREAS, the City Council considered the provisions of the Development Agreement at a public hearing on October 17, 2023, and all interested parties were given an opportunity to be heard regarding the Agreement, and thereafter the City Council introduced this Ordinance; and

WHEREAS, the City Council has adopted a Mitigated Negative Declaration in connection with Tentative Subdivision Map TSM 22-02, related to the Sohal Ranch Subdivision; and

WHEREAS, the Development Agreement was assessed by the Mitigated Negative Declaration, which identified that implementation of the proposed Project would require certain approvals, including approval of the Development Agreement by the City, and which Development Agreement was included within the scope of the project and was environmentally assessed in the Initial Study; and

WHEREAS, all other legal prerequisites to the adoption of this Ordinance have occurred, and the City Council desire to approve a Development Agreement between the City of Yuba City and Balbir Sohal Family Trust by adoption of this Ordinance.

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

1. Recitals: The City Council hereby finds that all of the facts set forth in the recitals above are true and correct and incorporated herein.
2. California Environmental Quality Act (CEQA) Findings: 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 City Council finds 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 City Council adopts 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 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 authorizes 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. Development Agreement Findings: Pursuant to the Government Section Code 65864 through 65869.5 and in light of the record before it including the staff report (and all attachments), and all evidence and testimony heard at the public hearing for this item, and in light of all evidence and testimony provided in connection with the entitlements for the Sohal Ranch Subdivision, the City Council makes the following findings pertaining to the Development Agreement.

- a. The proposed Development Agreement is consistent with the goals and policies of the General Plan, its purposes, and applicable Specific Plan(s).*

Evidence: The proposed subdivision creating 179 single-family residential lots is consistent with the land use originally adopted as part of the Lincoln East Specific Plan (LESP) but that plan was later vacated; however, the land use pattern remains in effect as part of the General Plan. The Project's overall density of approximately 4.7 dwelling units per acre are consistent with the General Plan Land Use Element that provides for a density range of 2-8 dwellings per acre for the Low-Density Residential (LDR) designation. Consistent with General Plan Policy 6.1-I-3, this development will dedicate parkland to the City and pay in-lieu fees toward neighborhood parks in addition to the Park and Recreation development impact fee to contribute to the City's Park system. Consistent with General Plan Policy 4.4-I-1, the proposed project has designed residential streets with sidewalks, planting strips and traffic calming elements to create a pedestrian-friendly environment.

- b. The Development Agreement is consistent with and furthers a number of goals and objectives identified in the City's General Plan.*

Evidence: This Project is consistent with the City's General Plan goals and policies including the established density ranges for LDR 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 R-1 development standards.

Overall, the Project proposed by the Development Agreement represents a productive use of site that is compatible with surrounding anticipate future neighboring uses and offers Yuba City residents new residential opportunities that will support retail, entertainment, and employment uses in the City.

c. Water Supply Assessment.

Evidence: A water supply assessment is not required for this Project because the proposed 179 lot subdivision is less than the 500 dwelling unit threshold required by California Government Code Section 66473.7 (a) (1) and does not meet the definition of a subdivision to require a water supply assessment.

d. The project has adequate flood protection.

Evidence: On August 16, 2022, the City Council of the City of Yuba City adopted Resolution No. 22-121, acting as the land use agency, accepting evidence in support of a finding of 200-year urban level of flood protection due to the facilities of the State Plan of Flood Control have been rehabilitated by the Sutter Buttes Flood Control Agency through the Feather River West Levee Project.

5. Approval of the Development Agreement. Based upon the findings outlined in Sections 2-4 above, the City Council adopts an ordinance to approve a Development Agreement between the City of Yuba City and Balbir Sohal Family Trust, a copy which is attached hereto as Attachment "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. Effective Date: This ordinance shall be in full force and effect thirty (30) days after its passage. However, the Agreement shall not become operative until the affected property is annexed into the City within the time specified by the Agreement.
8. Certification: The City Clerk shall certify to the adoption of this ordinance, and shall cause the same to be posted and codified in the manner required by law.

Introduced and read at a regular meeting of the City Council of the City of Yuba City on the 17th day of October, 2023 and passed and adopted at a regular meeting held on the 7th day of November, 2023.

AYES:

NOES:

ABSENT:

Wade Kirchner, Mayor

ATTEST:

Ciara Wakefield, City Clerk Administrator

APPROVED AS TO FORM:

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

Attachment "A": Sohal Ranch Subdivision (TSM 22-02) Development Agreement

ATTACHMENT "A"

**SOHAL RANCH SUBDIVISION
DEVELOPMENT AGREEMENT**

Recording Requested by:

Development Services Department
City of Yuba City
1201 Civic Center Blvd.
Yuba City, CA

When Recorded Mail To:

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

DOCUMENT WILL BE RETURNED TO NAME & ADDRESS IDENTIFIED ABOVE

[Space Above for Recorder's Use]

DEVELOPMENT AGREEMENT

by and between

BALBIR SOHAL FAMILY 2016 TRUST

and

CITY OF YUBA CITY

A General Law City

(Sohal Ranch Development Agreement)

THIS DEVELOPMENT AGREEMENT dated _____, 2023 (Effective Date), at Yuba City, California (hereinafter referred to as "Agreement"), is entered into by and between Narjit Sohal And Balbir Sohal As Trustees Of The Balbir Sohal Family 2016 Trust(hereinafter referred to as "Sohal Ranch Landowner," "Landowner" or "Developer") and the City of Yuba City, a general law city, created and existing under the laws of the State of California (hereinafter referred to as "the City"), pursuant to the authority of Sections 65864-65869.5 of the Government Code of the State' of California.

RECITALS

A. State Authorization. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Section 65864 *et seq.* of the Government Code (the "Development Agreement Statute"), which authorizes the City to enter into a binding property development agreement with any person having a legal or equitable interest in real property for the development associated with such property in order to establish certain development rights in the property which is the subject of the development project application.

B. City Procedure and Requirements. The City has implemented the provisions of Government Code Section 65864 *et seq.* and is authorized to enter into development agreements with persons having legal or equitable interests in real property located in the City.

C. Landowner. The Landowner is Balbir S. Sohal and Narjit K. Sohal as trustees of the Balbir Sohal Family 2016 Trust, dated June 8, 2016.

D. Property. The subject of this Agreement is the development of that certain property commonly known as Sohal Ranch, consisting of approximately 41.36 acres located in the County of Sutter, as described in Exhibit A-I and depicted in Exhibit A-2, attached hereto and incorporated herein by reference (referred to as "the Property"). Landowner owns the Property in fee and represents that all other persons holding legal or equitable interests in the Property shall be bound by this Agreement.

E. Lincoln East Specific Plan ("Specific Plan" or "LESP"). The Property is located within the area that used to be part of the Lincoln East Specific Plan. The LESP was rescinded by action of the City Council by adoption of Ordinance 009-21 on October 19, 2021.

F. Project. The development of the Property is in accordance with the City's General Plan, as amended, and approval of Tentative Subdivision Map 22-02 and Environmental Assessment 22-06, referred to herein as the "Project."

G. The Mitigated Negative Declaration. The City examined the environmental effects of this Agreement and the Development Approvals in the Mitigated Negative Declaration (the "MND") (SCH No. 2023090155) prepared pursuant to the California Environmental Quality Act (CEQA). The City Council reviewed and approved the MND as adequate and complete as part of the approval of the Development Approvals.

H. Purposes. The Landowner and City desire to enter into an agreement for the purpose of implementing the plan for subdividing and development of Sohal Ranch as set forth herein and Development Approvals and for mitigating the environmental impacts of such development as identified in the environmental document. The City has an expressed interest in ensuring the proper growth of the community by entering into Development Agreements as a method whereby a level of assurance can be achieved to meet that interest. The City has determined that the development of Sohal Ranch pursuant to the proposed Tentative Subdivision Map 22-02 is a development for which a Development Agreement is appropriate. A Development Agreement will provide certain benefits to the City; will eliminate uncertainty in the City's land use planning for and secure orderly development of the Property in accordance with the policies and goals set forth in the City's General Plan. The Landowner has incurred and will incur substantial costs in order to comply with the conditions of approval and to assure development of the Property in accordance with this Agreement. In exchange for these benefits to the City and the public, the Landowner desires to receive assurance that the City shall grant permits and approvals required for the development of the Property in accordance with the Existing City Laws, subject to the terms and conditions contained in this Agreement. In order to effectuate these purposes, the Parties desire to enter into this Agreement.

I. Entitlements Needed Prior to the Development Agreement. The application for approval of this Agreement and the appropriate CEQA documentation required for approval of this Agreement, including:

- Tentative Subdivision Map 22-02 (approvals may occur after adoption of the Development Agreement).
- Environmental Assessment 22-06 (Approval of the Mitigated Negative Declaration).

The entitlements are collectively referred to as "Development Approvals."

J. Reserved.

K. Development Agreement Adoption. After conducting a duly noticed public hearing and making the requisite findings, the City Council, by the adoption of an Ordinance approved this Agreement and authorized its execution. The City has determined that this Agreement furthers the public health, safety and general welfare, that the provisions of this Agreement are consistent with the goals and policies of the General Plan and the provision of a neighborhood park and payment of fees as specified in Section 4.2.6 and 4.2.7 of this Agreement is a community benefit. The City and Developer have determined that the project is a development for which this Agreement is appropriate. This Agreement will eliminate uncertainty regarding Development Approvals and certain subsequent development approvals, thereby encouraging planning for, investment in and commitment to use and develop the Property. Continued use and development of the Property is anticipated to, in turn, provide the following substantial benefits and contribute to the provision of needed infrastructure for area growth, thereby achieving the goals and purposes for which the Development Agreement laws were enacted, including (1) providing for the development of unused land; (2) providing increased tax revenues for the City; (3) providing for jobs and economic development in the City; and (4) providing for infrastructure improvements that can be utilized by regional users and future users.

L. Consistency with Yuba City General Plan. Development of the Property in accordance with this Agreement will provide for orderly growth and development in accordance with the policies set forth in the City General Plan, as amended and the Development Approvals. Having duly examined and considered this Agreement and having held properly noticed public hearings hereon, the City Council finds and declares that this Agreement is consistent with the General Plan of the City and with the Development Approvals.

M. Landowner Payments for the Costs of Public Infrastructure, Facilities, and Services. Landowner agrees to pay the costs of such City of Yuba City public facilities and services as herein provided to mitigate impacts of the development of the Property, and City agrees to assure that Landowner may proceed and complete development of the Property, in accordance with the terms and conditions of this Agreement. City's approval of development of the Property as provided herein is in reliance upon and in consideration of Landowner's agreement to make such payments toward the costs of public improvements and services as herein provided to mitigate the impacts of development of the Property.

N. Development Agreement Ordinance. City and Landowner have taken all actions mandated by and fulfilled all requirements set forth in the California Government Code Sections 65864 through 65869.5 regulating the use of development agreements.

O. Flood Hazard. The City has imposed conditions on the project that will protect the property to the urban level of flood protection in urban and urbanizing areas. Such conditions may also be implemented as conditions of tentative maps or other entitlements.

NOW THEREFORE, pursuant to the authority contained in Government Code Sections 65864-65869.5, and in consideration of the mutual covenants and promises contained herein, the adequacy and sufficiency of which is hereby acknowledged, the Landowner and the City, each individually referred to as a Party and collectively referred to as the Parties ("Parties"), agree as follows:

AGREEMENT

1. General Provisions.

1.1 Incorporation of Recitals. The Preamble, the Recitals and all defined terms set forth in both, are hereby incorporated in this Agreement as if set forth herein in full.

1.2 Definitions. In addition to the defined terms in the Preamble and the Recitals, each reference in this Agreement to any of the following terms shall have the meaning set forth below for each such term. Certain other terms shall have the meaning set forth for such term in this Agreement.

1.2.1 Approvals. Any and all permits or approvals of any kind or character required under the City Laws in order to develop the Project, including, but

not limited to, architectural review approvals, building permits, site clearance and demolition permits, grading permits and utility connection permits.

1.2.2 City Laws. The ordinances, resolutions, codes, rules, regulations and official policies of the City govern the permitted uses of land, density, design, improvements and construction standards and specifications applicable to the development of the Property. Specifically, but without limiting the generality of the foregoing, City Laws shall include the City's General Plan, the Zoning Regulations of the City of Yuba City, and the Subdivision Regulations of the City of Yuba City.

1.2.3 Conditions. All conditions, exactions, fees or payments, dedication or reservation requirements, obligations for on or off-site improvements, services or other conditions of approval called for in connection with the development of or construction on the Property under the existing City Laws, whether such conditions of approval constitute public improvements, or mitigation measures in connection with environmental review of any aspect of the Project.

1.2.4 Director. The Director of the Development Services Department.

1.2.5 Existing City Laws. The City Laws in effect as of the Effective Date of this Agreement.

1.2.6 Laws. The laws and Constitution of the State of California, the laws and Constitution of the United States and any codes, statutes or executive mandates in any court decision, state or federal, thereunder.

1.2.7 Mortgagee. "Mortgagee" means: (a) the holder of the beneficial interest under a Mortgage; (b) the lessor under a sale and leaseback Mortgage; and (c) any successors, assigns and designees of the foregoing.

1.2.8 Party. A signatory to this Agreement: or a successor or assign of a signatory to this Agreement.

1.2.9 Property. The Property is that property described and shown on Exhibits A-1 and A-2. It is intended and determined that the provisions of this Agreement shall constitute covenants which shall run with the Property and the benefits and burdens hereof shall bind and inure to all successors-in-interest to the parties hereto.

2. Effective Date: Term.

2.1 Recordation. Not later than ten (10) days after the Effective Date, the Parties shall cause this Agreement to be recorded in the Official Records of the County of Sutter, State of California, as provided for in Government Code Section 65868.5. However, failure to record this Agreement within ten (10) days shall not affect its validity or enforceability by and between the Parties.

2.2 Term. Except as provided herein, the term of this Agreement shall commence on the Effective Date and terminate fifteen (15) years thereafter; provided, however, that the initial term may be extended for an additional five (5) year

term upon approval by the City Council after first receiving a recommendation by the Planning Commission, if the Parties have not completed their obligations pursuant to Section 4 ("Term"), for a total of twenty (20) years. Following the expiration of the Term, this Agreement shall be deemed terminated and be of no further force and effect; provided, however, said termination of the Agreement shall not affect any right or duty emanating from City Entitlements on the Property approved concurrently with or subsequent to the approval of this Agreement.

3. General Development of the Project.

3.1 Project: Vested Entitlements.

3.1.1 Reserved.

3.1.2 Development of the Property shall be governed by this Agreement, and the Development Approvals. This Agreement does not impose affirmative obligations on the Landowner to commence development of the Project, or any phase thereof, in advance of its decision to do so.

3.1.3 The permitted uses of the Property, the density and intensity of use, including, but not limited to, minimum landscape areas, maximum lot coverage, minimum and maximum number of parking spaces, and the allowable floor area ratios), and provisions for public improvements and all mitigation measures and conditions required or imposed in order to minimize or eliminate environmental impacts or any impacts of the Property applicable to development of the Property, are as set forth in ordinances, policies, and standards in effect as of the Effective Date and are hereby vested subject to the provisions of this Agreement ("Vested Entitlements").

3.2 Project Phasing. Landowner and City acknowledge and agree that the Project is designed to be developed in phases. The Parties also acknowledge and agree that presently the Landowner cannot predict the timing of the Project phasing. Because the California Supreme Court held in *Pardee Construction Co. v. City of Camarillo* (1984) 37 Cal.3d 465, that failure of the Parties therein to provide for the timing of development resulted in a later-adopted initiative restricting the timing of development to prevail over the Parties' agreement, it is the Parties' intent to cure that deficiency by acknowledging and providing that the Landowner shall have the right to develop the building components of the Project in phases in accordance with the Development Approvals and at such times as the Landowner deems appropriate within the exercise of its subjective business judgment and the provisions of this Agreement.

3.3 Other Government Permits. The Landowner or City (whichever is appropriate) shall apply for such other permits and approvals from other governmental or quasi-governmental agencies having jurisdiction over the Project (such as public utility districts, Gilsizer County Drainage District, the U.S. Army Corps of Engineers, or Cal Trans) as may be required for the development of, or provision of services to, the Project. The City shall promptly and diligently cooperate, at no cost or damage to the City, with the Landowner in its endeavors to obtain such permits and approvals and, from time-to-time at the request of the Landowner, and shall attempt with due diligence and in good faith to enter into binding agreements with any such entity in order to assume the availability of such permits and approvals of services. To the extent allowed by law, the Landowner shall be a party or third-party beneficiary to any such agreement

and shall be entitled to enforce the rights of the Landowner or City thereunder or the duties and obligations of the parties thereto.

3.4 Additional Fees. Except as set forth in this Agreement, the City shall not impose any further or additional fees, taxes or assessments, whether through exercise of the police power, the taxing power, or any other means, other than those required by Existing City Laws and this Agreement, provided that:

3.4.1 Community Facilities District. Prior to the approval of any final map within the area covered by this Agreement, the Developer shall be required to enter into a Community Facilities District ("CFD") or similar funding mechanism acceptable to the City for the purpose of funding on-going operational costs for police, fire, and other government services and for the on-going maintenance costs for road and park facilities.

Developer shall cooperate in the formation or annexation to the CFD or funding mechanism, and irrevocably consents herewith to the levy of such special taxes, establishment of funding mechanisms, or collection of other fees or charges, as are necessary to fund the operational and/or maintenance costs.

3.4.2 The City may charge the Landowner the standard processing fees for land use approvals, building permits and other similar permits, which are in force and effect on a City-wide basis at the time application is submitted for those permits.

3.4.3 City shall have the authority to enact or increase development impact fees provided the fees are consistent with the fees applied to other properties in the City or area wide that is similarly situated.

3.4.4 If the City exercises its taxing power in a manner which will not change any of the conditions applicable to the Project and so long as any taxes are uniformly applied on a City-wide or area-wide basis, as defined below, the Property may be so taxed, which tax shall be consistent with the taxation of other properties in the City or area wide that is similarly situated.

3.4.5 If state or federal laws are adopted which enable cities to impose fees on existing projects and if, consequently, the City adopts enabling legislation and imposes fees on existing projects on a City-wide basis, these fees may be imposed on the Project, which fees shall be consistent with the fees imposed on other properties in the City similarly situated.

3.4.6 Landowner shall pay the following fees:

i. City-wide development impact fees, which may include but not be limited to:

- Parks and Recreation
- Community Civic Center
- Fire Protection
- Library Services
- Police Protection
- Roadways/Traffic
- Flood Protection/Levee Improvements

- City Corporation Yard
- Drainage
- Administration Component
- Connection and Trunk Line Fees (Water and Sewer)
- Applicable County development impact fees

ii. A supplement to the Park and Recreation Development Impact Fee shall be paid pursuant to Section 4.2.6 of this Agreement.

iii. Any fees that Developer is obligated to directly pay to any Federal, State, County or local agency (other than any City Agency) under applicable Federal, State, County or local law.

iv. Any fees the City is legally required to collect for other State or Federal agencies pursuant to State or Federal law or any City agreement or City ordinance that the City is legally mandated or required to adopt or enter into to comply with State or Federal law or a judgment of a court of law, but only to the extent necessary to satisfy such compliance.

Fees shall be paid at the then-applicable rate in effect at the time building permits are obtained. Certain City fees may be deferred to prior to issuance of a certificate of occupancy if otherwise allowed by City ordinance, regulation, or policy.

The parties also acknowledge that the City is currently assessing a publicly administered fee program for the area. If adopted, this program may impose fee(s) applicable to the entire area including the Property. Landowner agrees to pay such fee(s) once adopted by the City. Nothing in this Agreement shall preclude Landowner from objecting to or contesting the adoption of the fees in the same manner as any other member of the public.

3.4.7 The Parties acknowledge that the provisions contained in this Section 3.4 are intended to implement the intent of the Parties that the Landowner has the right to develop the Project pursuant to specified and known criteria and rules, and that the City receives the benefits which will be conferred as a result of such development without abridging the right of the City to act in accordance with its powers, duties and obligations.

3.5 Applicable Laws and Standards. Notwithstanding any change in any Existing City Law, including but not limited to, any change by means of ordinance, resolution, initiative, referendum, policy or moratorium, and except as otherwise provided in this Agreement, the laws and policies applicable to the Property are set forth in Existing City Laws (regardless of future changes in these by the City), and this Agreement. The Project has vested rights to be built and occupied on the Property, provided that the City may apply and enforce the Uniform Building Code (including the Uniform Mechanical Code, Uniform Electrical Code and Uniform Plumbing Code) and Uniform Fire Code and all applicable hazardous materials regulations in effect at the time the Landowner applies for any particular building permits for any particular building or other development aspect of the Project.

3.6 Application of New Laws. Nothing herein shall prevent the City from applying to the Property new federal, state or City Laws that are not inconsistent or in conflict with the Existing City Laws or the intent, purposes or any of the terms, standards or conditions of this Agreement; and which do not alter the terms, impose any further or additional fees or impose any other conditions requiring additional traffic improvements requirements or additional off-site improvements that are inconsistent with this Agreement or the intent of this Agreement. Any action or proceeding of the City that has any of the following effects on the Project shall be considered to be in conflict with this Agreement and the existing City Laws, and shall not be applied by the City to the Project or this Agreement:

3.6.1 Limiting the uses permitted on the Property;

3.6.2 Limiting or reducing the density or intensity of uses, the maximum height, the allowable floor area ratios, the required number of parking spaces, increasing the amount of required landscaping or reservations and dedications of land for public purposes;

3.6.3 Limiting the timing or phasing of the Project in any manner that is inconsistent with or more restrictive than the provisions of this Agreement;

3.6.4 Limiting the location of building sites, grading or other improvement on the Property in a manner that is inconsistent with or more restrictive than the limitations included in this Agreement; or

3.6.5 Applying to the Project or the Property any law, regulation, or rule restricting or affecting a use or activity otherwise allowed by this Agreement.

3.7 Moratorium, Quotas, Restrictions, or Other Limitations. Without limiting the City's standard application processing procedures, no moratorium or other limitation affecting building permits or other land use entitlements, or the rate, timing or sequencing thereof shall apply to the Project.

3.8 Easements: Improvements. The City shall cooperate with the Landowner in connection with any arrangements for abandoning existing utility or other easements and facilities and the relocation thereof or creation of any new easements within the Property necessary or appropriate in connection with the development of the Project.

3.9 Farming Rights. The City shall acknowledge that the Landowner shall have the right to continue to farm the non-developed portion of the property until such time as development becomes feasible.

4. Developer Obligations

4.1 Public Improvements: Developer shall be responsible for constructing and financing the public infrastructure improvements necessary to serve the Project. Developer agrees to dedicate, construct or acquire the improvements or facilities and to perform the obligations set forth in this Section at its expense, subject only to those reimbursements and credits as specified in this Agreement. Public infrastructure improvements shall be designed and constructed in accordance with the improvement plans approved by City for such

improvements, and in accordance with the requirements and regulations pursuant to California State law.

4.2 Developer Obligations. Developer shall be obligated to construct and finance the public infrastructure improvements as called out in City's infrastructure Master Plans. Developer shall be required to post appropriate financial security with City prior to recordation of Final Maps, consistent with Project conditions of approval and as called out in the Public Facilities Financing Plan. The developer may be entitled to fee credits as provided in Section 5.1.

4.2.1 Roads. Roads shall be constructed per the approved phased infrastructure improvement matrix per the tentative map conditions of approval, and as provided in the approved tentative maps or other discretionary City permits. On-site improvements shall be as per project approvals and approved improvement plans.

4.2.2 Lincoln Road Frontage Improvements for 2810 Lincoln Road and 2836 Lincoln Road. Developer agrees to construct roadway improvements along the frontage of 2810 Lincoln Road and 2836 Lincoln Road in accordance to the road section shown on the Sohal Ranch Tentative Map SM 22-02 or as otherwise approved by the Community Development Director. The City agrees to obtain all right-of-way and reimburse Developer for associated roadway construction improvement construction at the time of City acceptance of public improvements. The City shall reimburse the Developer actual costs including surveying, design, construction, permitting, staking, environmental, etc. at the time City acceptance of public improvements. The City shall perform all right-of-way acquisition at their sole cost and expense prior to Developer starting work. If the City is not able to or elects not to obtain additional right-of-way, the City could consider modification of the road section improvements for developer implementation to avoid additional right-of-way needs.

4.2.3 Storm Drainage. Developer shall provide necessary on-site and off-site improvements for storm drainage consistent with Project conditions of approval and as required by the City. Improvements shall be constructed for the approved phased infrastructure improvement per the tentative map conditions of approval and as provided in the approved tentative maps or other discretionary City permits.

4.2.4 Sewer. Developer shall construct sewer lines consistent with the Master Plan and conditions of approval of the tentative maps and other discretionary City permits. Improvements shall be constructed for the approved phased infrastructure improvement per the tentative map conditions of approval, Planned Development, and as provided in the approved tentative maps or other discretionary City permits.

4.2.5 Water. Developer shall construct water line improvements consistent with the Master Plan and conditions of approval of the tentative maps and other discretionary City permits. Developer shall also be responsible for all on-site water line improvements. Improvements shall be constructed for the approved phased infrastructure improvement per the tentative map conditions of approval, Planned Development, and as provided in the approved tentative maps or other discretionary City permits.

4.2.6 Neighborhood Park Impact Fee. Developer shall pay to City a supplement to the Park and Recreation Development Impact Fee to cover development

of a neighborhood park in the amount of \$3,206 per single-family residential unit and \$2,298 per multifamily unit, prior to issuance of a certificate of occupancy for each lot developed. Said fee shall be considered in addition to the City's existing Park and Recreation development impact fee specified in Section 3.4.6 of this Agreement. This fee is subject to inflation utilizing the Engineering News and Record Construction Index beginning January 2020. This section shall become inoperative should the City adopt a comprehensive Park and Recreation Development Impact fee update where neighborhood parks are incorporated into the City's fee program. Neighborhood Park Supplement Development Impact Fees acquired or earned prior to a comprehensive Park and Recreation Development Impact fee will remain to be considered Park and Recreation fee credits or reimbursements.

4.2.7 Onsite Neighborhood Park. Developer agrees to dedicate to the City an approximate 2.6-acre neighborhood park as shown on the tentative map and construct adjacent frontage improvements prior to obtaining the ninety-eighth (98) building permit within the subdivision. The dedication shall include the park land, access to the parkland, and frontage adjacent to the parkland. The frontage improvements shall consist of curb, gutter, sidewalk, and roadways improvements consistent with City standards. The Developer will not be obligated to construct any onsite improvements other than to grade the site to drain consistent with City standards. The City agrees to grant Developer fee credits in the value of these improvements in exceedance of developer neighborhood impact fee obligation. The Developer shall be able to use 100 percent of the impact fee credits earned, for Development within the Sohal Ranch Subdivision. Fee Credits will be subject to inflation utilizing the Engineering News and Record Construction Index beginning January 2024. Both the Developer and City acknowledge that the City is considering a comprehensive Park and Recreation Development Impact fee which incorporates neighborhood park development and at such time, the requirement for the supplement to the Park and Recreation Development Impact Fee will become inoperative.

4.3 Reimbursement by Developer to Third Parties. In the event that facilities, including, but not limited to, roadway, sewer, water, drainage, and parks are constructed by third parties which benefit Developer, Developer agrees that it will pay to City for reimbursement to the third parties, Developer's pro-rata share, as reasonably determined by the City, of the cost of construction prior to the issuance of the first building permit in the Project. Third party reimbursement will include, in addition to construction costs, those costs associated with planning, design and permitting as set forth in Section 4.1 of this Agreement.

4.4 Covenants, Conditions and Restrictions; Enforcement by City. Upon the recordation of each final subdivision map or other development project, Developer shall record against such portion of the Property a master set of covenants, conditions and restrictions ("CC&R's") to require the development and use of the property to be consistent with the Project Entitlement development plan or other appropriate City designation and applicable design guidelines for the Project. The CC&R's shall include the covenants that all structures and landscaping within the Project are to be built, installed and maintained in accordance with the Master Plan and subject to an obligation to obtain design approval from the City prior to any construction or modification of such improvements. The CC&R's shall provide that the City shall be a third-party beneficiary thereof and may not be amended without the City's consent. As a third-party beneficiary, the City shall have the right, but no obligation, to review and/or enforce any covenant under the CC&R's and the City shall not be obligated hereby to respond to any demands or complaints thereunder or otherwise take any action with respect thereto. The

CC&R's shall give the City the same rights as any other owner of record and enforce liens to recover the costs of such enforcement, which may include costs to perform maintenance obligations, remove trash or debris, tow any unlawfully parked vehicles, or other such violations, all at the cost of any defaulting party. The form of such CC&R's shall be subject to the review and approval by the City Attorney, which shall not be unreasonably withheld, prior to recordation thereof and prior to any amendment thereof that may affect the City's enforcement rights thereunder. City acknowledges that Developer shall not be obligated by the foregoing to form a homeowner's association.

4.5 Reimbursement for City Costs. Developer shall reimburse City for all of City's costs incurred in the drafting, negotiating, development, and implementation of this Agreement, including, but not limited to, the annual review pursuant to Section 6.1. Said costs shall include, but not be limited to, the full cost recovery of all City's staff time and City's attorney fees. This Agreement shall not take effect until the City costs, as provided for in this section, owed by Developer to City are paid to the City.

4.6 Building and Site Design. Developer shall comply with the design intent in the City-wide adopted Design Guidelines.

5. Reimbursement and Fee Credits, Financing, and Right-of Way

5.1 Reimbursement to Developer for Oversizing

5.1.1 Developer agrees the City may require Developer to construct certain on-site and off-site improvements in a manner that provides for oversize or excess capacity beyond that size or capacity needed to serve the project (collectively "Oversizing") so that the constructed improvement will be available to serve other development or residences or facilities outside of the Property. The City shall not require any Oversizing from the Developer except in connection with project approvals or in Development Approvals, and in accordance with the provisions of the Subdivision Map Act. Developer may be entitled to a fee credit or reimbursement for Oversizing improvements per Section 5 of this Agreement.

5.1.2 In the event that City requires Developer to install a specific improvement (for example, a traffic signal), Developer's obligation to pay the relevant development impact fees otherwise owed under this Agreement regarding the category of improvement the Developer is installing shall be satisfied by the installation of such improvement in the manner mutually agreed upon by the City and the Developer so long as the amount of the development impact fees for this category of improvement does not exceed the cost of such improvement. City shall accept Developer's dedication of such improvements, consistent with the terms and conditions of this Agreement.

By entering into this Agreement, City and Developer agree that certain facilities, including, but not limited to, roadway, sewer, water, and drainage will be constructed by Developer pursuant to this Agreement which will benefit third-party landowners. Developer shall be entitled to a fee credit for any such facilities to the extent they benefit third party landowners in an amount as reasonably determined by the City. If Developer's fee credit for a particular facility exceeds the amount of the fee owed, except for Neighborhood Park requirements per 4.2.6 and 4.2.7, then Developer shall be reimbursed for the amount the fee credit exceeds the fee owed by the benefited third-party landowners. Developer shall request the City enter into a Reimbursement/Fee Credit Agreement, which shall specify the reimbursement

calculations and amounts as determined by the City. The Reimbursement/Fee Credit Agreement will require future development by third-party landowners benefiting from the Oversizing to reimburse Developer's pro-rata share for a period of up to fifteen (15) years from the installation of the oversizing or other qualifying improvements benefiting third-party landowners, provided, that Developer shall have the right to extend the initial fifteen (15) year period with a single five (5) year extension request. The extension request must be received, by the City, in writing six months prior to the expiration of the Reimbursement Agreement. The City Council is authorized to enter into a Reimbursement/Fee Credit Agreement on behalf of the City subject to approval as to legal form by the City Attorney. The Developer shall have the right to sell or transfer reimbursements/fee credits to other Developer or projects within the City of Yuba City.

5.1.3 Reimbursement Calculations. City will provide Developer with the available documentation showing the basis for the reimbursement amounts pursuant to Section 4.1. The reimbursement obligations provided in this Agreement will be in amounts as reasonably determined by the City.

5.1.4 Reimbursement Personal to Constructing Owner. All rights to reimbursement created pursuant to Section 4.1 shall be personal to the owner installing the improvements and shall not run with the land unless such rights are expressly assigned in writing.

5.2 City's Consideration of Public Financing for Project Improvements. Development of the Project requires the investment of significant capital to fund the Project's necessary major infrastructure. Developer may, at its discretion, seek public financing mechanism for financing the construction, improvement or acquisition of major infrastructure. At the request of Developer, the City may consider the use of finance districts, special assessment districts, and other similar project-related public financing mechanisms to fund the Project's necessary infrastructure.

5.3 Right-of-Way Acquisition. With respect to the acquisition of any off-site interest in real property required by Developer in order to fulfill any condition required by the Project or the Entitlements, Developer shall make a good faith effort to acquire the necessary interest by private negotiations at the fair market value of such interest. If, after such reasonable efforts, Developer has been unable to acquire such interest and provided that Developer (i) provides evidence of a good faith effort to acquire the necessary property interest to the reasonable satisfaction of City and (ii) agrees to pay the cost of such acquisition, including reasonable attorney's fees, City shall make an offer to acquire the necessary property interest at its fair market value. If such offer has not been accepted within 60 days, City agrees, to the extent permitted by law, to cooperate and assist Developer in efforts to obtain such necessary property interest. Any such acquisition by City shall be subject to City's good faith discretion, which is expressly reserved by City, to make the necessary findings, including a finding thereby of public necessity, to acquire such interest. Subject to the reservation of such good faith discretion, the City shall schedule the necessary hearings, and if approved by City, thereafter, prosecute to completion the proceedings and action to acquire the necessary property interests by power of eminent domain.

Developer shall fund all costs of the acquisition of such necessary property interests, including reasonable attorney's fees and court costs in the event that such acquisition and/or condemnation is necessary.

6. Annual Review.

6.1 Good Faith Compliance. Developer shall annually provide documentation of good faith compliance with this agreement per Govt. Code Section 65865.1 to the City. The City may, at least every twelve (12) months, during the Term of this Agreement, conduct a public meeting to review the extent of good faith substantial compliance by Landowner with the terms of this Agreement at Landowner's expense. Such periodic review shall be limited in scope to compliance with the terms of this Agreement pursuant to Government Code Section 65865.1. Notice of such annual review will be provided by the Development Services Director to Landowner thirty (30) days prior to the date of the public meeting by the Planning Commission and shall include the statement that any review may result in amendment or termination of this Agreement as provided herein. A finding by the City of good faith compliance by the Landowner with the terms of Agreement shall conclusively determine the issue up to and including the date of such review. Nothing in this Section shall be deemed to create a duty of responsibility of City or Landowner or define an event of default that but for such concurrent review would not have been so created or defined.

6.2 Failure to Comply in Good Faith. If the City Council makes a finding that the Landowner has not complied in good faith with the terms and conditions of this Agreement, the City shall provide written notice to the Landowner describing: (i) such failure to comply with the terms and conditions of this Agreement (referenced to herein as a "Default"); (ii) the actions, if any, required by the Landowner to cure such Default; and (iii) the time period within which such Default must be cured. The Landowner shall have, at a minimum, thirty (30) business days after the date of such notice to cure such Default, or in the event that such Default cannot be cured within such thirty (30) day period but can be cured within one (1) year, the Landowner shall have commenced the actions necessary to cure such Default and shall be diligently proceeding to complete such actions necessary to cure such Default within thirty (30) days from the date of notice. If the Default cannot be cured within one (1) year, as determined by the City during periodic or special review, the City Council may modify or terminate this Agreement as provided in Section 6.4 and Section 6.5.

6.3 Failure to Cure Default. If the Landowner fails to cure a Default within the time periods set forth above, the City Council may modify or terminate this Agreement as provided below.

6.4 Proceedings Upon Modification or Termination. If, upon a finding under Section 6.2 and the expiration of the cure period, the City determines to proceed with modification or termination of this Agreement, the City shall give written notice to the Landowner of its intention to do so. The notice shall be given at least fifteen (15) calendar days before the scheduled hearing and shall contain:

6.4.1 The time and place of the hearing;

6.4.2 A statement as to whether or not the City proposes to terminate or to modify the Agreement; and

6.4.3 Such other information as is reasonably necessary to inform the Landowner of the nature of the proceeding.

6.5 Hearings on Modification or Termination. At the time and place set for the hearing on modification or termination, the Landowner shall be given an opportunity to be heard, and the Landowner shall be required to demonstrate good faith compliance with the terms and conditions of this Agreement. The burden of proof on the issue shall be on the Landowner. If the City Council finds, based upon substantial evidence, that the Landowner has not complied in good faith with the terms or conditions of the Agreement, the City Council may terminate this Agreement or modify this Agreement and impose such conditions as are reasonably necessary to protect the interests of the City.

7. Permitted Delays.

7.1 Extension of Times of Performance. In addition to specific provisions of this Agreement, performance by either Party under this Agreement shall not be deemed to be in default where delays or, defaults are due to war, insurrection, strikes, lockouts, walkouts, drought, riots, floods, earthquakes, fire, casualties, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, restrictions imposed by governmental or quasigovernmental entities other than the City, unusually severe weather, acts of the other Party, acts or the failure to act of any public or government agency or entity other than the City, or any other causes beyond the control or without the fault of the Party claiming an extension of time to perform. An extension of time for any such cause shall only be for the period of the enforced delay, which period shall commence to run from the time of the commencement of cause. If, however, notice by the Party claiming such extension of time is sent to the other Party more than thirty (30) days after the commencement of the cause, the period shall commence to run only thirty (30) days prior to the giving of such notice. Times of performance under this Agreement may also be extended in writing by the joint agreement of the City and Landowner. Litigation attacking the validity of this Agreement, or any permit, ordinance, or entitlement or other action of a governmental agency necessary for the development of the Property pursuant to this Agreement shall also be deemed to create an excusable delay under this Section.

7.2 Supersedure by Subsequent Laws. If any Law made or enacted after the date of this Agreement prevents or precludes compliance with one or more provisions of this Agreement, then the provisions of this Agreement shall, to the extent feasible, be modified or suspended as may be necessary to comply with such new Law. Immediately after enactment of any such new Law, the Parties shall meet and confer in good faith to determine the feasibility of any such modification or suspension based on the effect such modification or suspension would have on the purposes and intent of this Agreement. If such modification or suspension is infeasible in the Landowner's reasonable business Judgment, then the Landowner shall have the right to terminate this Agreement by written notice to the City. The Landowner shall also have the right to challenge the new Law preventing compliance with the terms of this Agreement, and, in the event such challenge is successful, this Agreement shall remain unmodified and in full force and effect.

8. Termination.

8.1 City's Right to Terminate. The City shall have the right to terminate this Agreement if the Landowner is not in substantial compliance with the terms of this Agreement and this default remains uncured, all as set forth in Section 6.

8.2 Landowner's Right to Terminate. The Landowner shall have the right to terminate this Agreement only under the following circumstances:

8.2.1 The Landowner has found the City in breach of this Agreement, has given the City notice of such breach and the City has not cured such breach within thirty (30) days of receipt of such notice or, if the breach cannot reasonably be cured within such thirty (30) day period, if the City has not commenced to cure such breach within thirty (30) days of receipt of such notice and is not diligently proceeding to cure such breach.

8.2.2 The Landowner is unable to complete the Project because of supersedure by a subsequent law per Section 7.2 or court action.

8.2.3 The Landowner determines, in its business judgment, that it is not practical or reasonable to pursue development of the Property, however if termination occurs for this reason the City reserves the right to revoke any remaining entitlement to develop the property. However, in such event the Landowner shall remain responsible to comply with Section 4.2.7, to complete the infrastructure necessary to serve the completed residential units in the subdivision as reasonably determined by the City, and to secure and maintain uncompleted buildings and structures within the subdivision to the reasonable satisfaction of the City.

8.3 Mutual Agreement. This Agreement may be terminated upon the mutual Agreement of the Parties.

8.4 Effect of Termination.

8.4.1 General Effect. If this Agreement is terminated for any reason, such termination shall not affect any condition or obligation due to the City from the Landowner prior to the date of termination and such termination shall not otherwise affect any other City entitlement or approval with respect to the Property that has been granted prior to the date of termination.

8.5 Recordation of Termination. In the event of a termination, the City and Landowner agree to cooperate with one another in executing a Memorandum of Termination to record in the Official Records of Sutter County within thirty (30) days of the date of termination.

9. Remedies. Either Party may, in addition to any other rights or remedies, institute legal or equitable action to cure, correct or remedy any default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation or enforce by specific performance the obligations and rights of the Parties hereto.

10. Waiver: Cumulative Remedies. Failure by a Party to insist upon the strict performance of any of the provisions of this Agreement by the other Party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such Party's right to demand strict compliance by such other Party in the future. No waiver by a Party of an event of default shall be effective or binding upon such Party unless made in writing by such Party, and no such waiver shall be implied from any omission by a Party to take any action with respect to such event of default. No express written waiver of any event of default shall affect any other event of default,

or cover any other period of time, other than any event of default and/or period of time specified in such express waiver. Except as provided in this Section all of the remedies permitted or available to a Party under this Agreement, or at law or in equity, shall be cumulative and not alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

11. Project as a Private Undertaking. It is specifically understood and agreed by and between the Parties that the Project is a private development. This Agreement is made and entered into for the sole protection and benefit of the Landowner and the City and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement. The City and Landowner hereby renounce the existence of any third-party beneficiary to this Agreement 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 Agreement.

12. Cooperation in the Event of Legal Claim. In the event any legal action or proceeding is instituted by any third-party challenging the validity of any provision of this Agreement or any action or decision taken or made hereunder, the Parties shall cooperate in defending such action or proceeding.

13. Estoppel Certificate. Either Party may, at any time, and from time-to-time, deliver written notice to the other Party requesting such Party to certify in writing that, to the knowledge of the certifying Party: (i) this Agreement is in full force and effect and a binding obligation of the Parties; ii) this Agreement has not been amended or modified either orally or in writing, and if so amended, identifying the amendments; (iii) the requesting Party is not in default in the performance of its obligations under this Agreement, or if in default, describing therein the nature and amount of any such defaults; and (iv) the requesting Party has been found to be in compliance with this Agreement, and the date of the last determination of such compliance. A Party receiving a request hereunder shall execute and return such certificate within thirty (30) days following receipt thereof. The Director shall have the right to execute any certificate requested by the Landowner hereunder. The City acknowledges that a certificate hereunder may be relied upon by transferees and Mortgagees.

14. Right to Assign or Transfer. The Landowner's rights and responsibilities hereunder may be sold or assigned in conjunction with the transfer, sale or assignment of the Property at any time during the term of this Agreement subject to the following conditions precedent:

14.1 No default by Developer shall be outstanding and uncured as of the effective date of the proposed transfer, unless the City Council has received adequate assurances satisfactory to the City Council that such default shall be cured in a timely manner either by Developer or the transferee under the transfer.

14.2 Prior to the effective date of the proposed transfer, Developer or the proposed transferee has delivered to the City an executed and acknowledged assignment and assumption agreement (the "Assumption Agreement") in recordable form. Such Assumption Agreement shall include provisions regarding: (a) the rights and interest proposed to be transferred to the proposed transferee; (b) the obligations of Developer under this Agreement

that the proposed transferee will assume; and (c) the proposed transferee's acknowledgment that such transferee has reviewed and agrees to be bound by this Agreement. The Assumption Agreement shall also include the name, form of entity, and address of the proposed transferee, and shall provide that the transferee assumes the obligations of Developer to be assumed by the transferee in connection with the proposed transfer. The Assumption Agreement shall be recorded in the official records of the County of Sutter concurrently with the consummation of the transfer.

14.3 Prior to the effective date of the proposed transfer, the Developer must obtain the City's consent in writing to the transfer, which may be evidenced by the City Council's approval of an Assumption Agreement. City's consent shall not be unreasonably withheld. Factors the City may consider in determining whether to consent to the transfer include the financial capacity of the proposed transferee to comply with all of the terms of the Agreement and the history, if any, of compliance of transferee, its principals, officers or owners with the provisions of federal or state law, the Yuba City Municipal Code or agreements with the City relating to development projects within the City.

14.4 Mortgagee as Transferee. No Mortgage (including the execution and delivery thereof to the Mortgagee) shall constitute a transfer. A Mortgagee shall be a transferee only upon: (a) the acquisition by such Mortgagee of the affected interest of Developer encumbered by such Mortgagee's Mortgage; and (b) delivery to the City of an Assumption Agreement executed by the Mortgagee pursuant to which the Mortgagee assumes assuming, from and after the date such Mortgagee so acquires its interest, the applicable rights, duties and obligations of Developer under this Agreement. No further consent of the City shall be required for any such transfer to a Mortgagee.

14.5 Effect of Transfer. A transferee shall become a Party to this Agreement only with respect to the interest transferred to it under the transfer and then only to the extent set forth in the Assumption Agreement. If Developer transfers all of its rights, duties and obligations under this Agreement, Developer shall be released from any and all obligations accruing after the date of the transfer under this Agreement. If Developer effectuates a transfer as to only some but not all of its rights, duties and obligations under this Agreement, Developer shall be released only from its obligations accruing after the date of the transfer which the transferee assumes in the Assumption Agreement.

15 Financing. Mortgages, deeds of trust, sales and leasebacks, or other forms of conveyance required for any reasonable method of financing requiring a security arrangement with respect to the Property ("Mortgages") are permitted without the consent of the City, provided the Landowner complies with the following:

15.1 Mortgage Protection. This Agreement and any covenants entered into between the Developer and City shall be superior and senior to the conveyance of any Mortgage encumbering any interest in the Property. No default shall defeat, render invalid, diminish or impair the conveyance of any Mortgage made for value, but all of the terms and conditions contained in this Agreement shall be binding upon and effective against any person (including any Mortgagee) who acquires title to the Property or any portion thereof or interest therein or improvement thereon, by foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise.

15.2 Mortgagee Not Obligated; Mortgagee as Transferee. No Mortgagee shall have any obligation or duty under this Agreement whatsoever, except that nothing

contained in this Agreement shall be deemed to permit or authorize any Mortgagee to undertake any new construction or improvement in the Sohal Ranch Project Area, or to otherwise have the benefit of any rights of Developer, or to enforce any obligation of the City, under this Agreement, unless and until such Mortgagee elects to become a Transferee in the manner specified in this Agreement. Any Mortgagee that affirmatively elects to become a Transferee shall be later released from all obligations and liabilities under this Agreement upon the subsequent Transfer by the Mortgagee of its interest as a transferee to another person.

15.3 Entitlement to Written Notice of Default. The Mortgagee of a Mortgage or beneficiary of a deed of trust encumbering the Property, or any part thereof, and their successors and assigns shall, upon written request to the City, be entitled to receive from the City written notification of any default by Landowner of the performance of Landowner's obligations under this Agreement which has not been cured within sixty (60) days following the date of default. Landowner shall reimburse the City for its actual costs, reasonably and necessarily incurred, to prepare this notice of default.

15.4 Priority of Mortgages and Subordination. Landowner shall ensure that all Mortgages subordinate to this Agreement. For purposes of exercising any remedy of a Mortgagee or for becoming a Transferee, the applicable laws of the State of California shall govern the rights, remedies and priorities of each Mortgagee, absent a written agreement between Mortgagees otherwise providing.

15.5 Collateral Assignment. As additional security to a Mortgagee under a Mortgage on the Property or any portion thereof, Developer shall have the right, without the consent of the City, to execute a collateral assignment of Developer's rights, benefits and remedies under this Agreement in favor of the Mortgagee (a "Collateral Assignment") on the standard form provided by the Mortgagee.

16. Covenants to Run with the Land. All of the provisions, agreements, rights, powers, standards, terms, covenants, and obligations contained in this Agreement shall be binding upon the Parties and their respective heirs, successors, assignees, devisees, administrators, representatives, lessees, and all other persons acquiring the Property, or any portion thereof, or any interest therein, whether by operation of law or in any manner whatsoever, and shall inure to the benefit of the Parties and their respective heirs, successors and assignees. All of the provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land pursuant to applicable laws, including, but not limited to, Section 1468 of the Civil Code of the State of California. Each covenant to do, or refrain from doing, some act on the Property hereunder: (i) is for the benefit of such properties and is a burden upon such properties; (ii) runs with such properties; and (iii) is binding upon each Party and each successive owner during its ownership of such properties or any portion thereof, and each person having any interest therein derived in any manner through any owner of such properties, or any portion thereof, and shall benefit each Party and its property hereunder, and each other person succeeding to an interest in such properties; provided that no liability or obligation shall accrue to any person, if this Agreement terminates pursuant to Section 8 of this Agreement.

17. Amendment.

17.1 Amendment or Cancellation. Except as otherwise provided in this Agreement, this Agreement may be canceled, modified or amended only by mutual

consent of the Parties in writing, and then only in the manner provided for in Government Code Section 65868. Minor amendments to this Agreement may be made without a public hearing upon approval of the Development Services Director. "Minor Amendments" shall mean amendments which are similar in significance to the type of minor amendments to land use entitlements that may be made without a full public hearing or approval of the Planning Commission or City Council pursuant to the Yuba City Municipal Code.

17.2 Recordation. Any amendment, termination or cancellation of this Agreement shall be recorded by the City Clerk not later than ten (10) days after the effective date of the action effecting such amendment, termination or cancellation; however, a failure to record shall not affect the validity of the amendment, termination or cancellation.

18. Notices.

18.1 Procedure. Any notice to either Party shall be in writing and given by delivering the notice in person or by sending the notice by registered or certified mail, or Express Mail, return receipt requested, with postage prepaid, to the Party's mailing address.

18.2 Mailing Addresses. The respective mailing addresses of the Parties are, until changed as hereinafter provided, the following:

City:	Development Services Director City of Yuba City 1201 Civic Center Blvd. Yuba City, CA 95993
With a copy to:	City Manager City of Yuba City 1201 Civic Center Blvd. Yuba City, CA 95993
Landowners:	Balbir Sohal Family 2016 Trust Attn: Narjit Sohal and Balbir Sohal, Trustees P.O. Box 1651 Yuba City, CA 95992
With a copy to:	MHM Incorporated Attn: Sean Minard P.O. Box B Marysville, CA 95901

Either Party may change its mailing address at any time by giving ten (10) days' notice of such change in the manner provided for in this section. All notices under this Agreement shall be deemed given, received, made or communicated on the date personal delivery is affected or, if mailed, on the delivery date or attempted delivery date shown on the return receipt. Nothing in

this provision shall be construed to prohibit communication by facsimile transmission, so long as an original is sent by first class mail, commercial carrier or is hand-delivered.

19. Indemnification.

19.1 Third Party Actions. To the furthest extent allowed by law, Developer shall indemnify, hold harmless and defend City and each of its officers, officials, employees, agents, attorneys, 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 or a City Agency, that: (a) challenges or contests any or all of this Agreement, the Sohal Ranch Subdivision Map Applications and Approvals, or the Development Approvals; or (b) claims or alleges a violation of CEQA or another law in connection with the certification of the EIR by the City Council or the grant, issuance or approval by the City of any or all of this Agreement, the Sohal Ranch Subdivision Map Applications and Approvals, and the Development Approvals. Developer's obligations under this Section shall apply regardless of whether City or any of its officers, officials, employees, 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 the termination of this Agreement.

19.2 Damage Claims. The nature and extent of Developer's obligations to indemnify, defend and hold harmless the City with regard to events or circumstances not addressed in Section 19.1 shall be governed by this Section 19.2. To the furthest extent allowed by law, Developer shall indemnify, hold harmless and defend City and each of its officers, officials, employees, agents, attorneys, and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by City, Developer or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Agreement or the performance of any or all work to be done by Developer or its contractors, agents, successors and assigns pursuant to this Agreement (including, but not limited to design, construction and/or ongoing operation and maintenance of off-site improvements unless and until such off-site improvements are dedicated to and officially accepted by the City). Developer's obligations under the preceding sentence shall apply regardless of whether City or any of its officers, officials, employees, attorneys, or agents are passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the active or sole negligence, or the willful misconduct, of City or any of its officers, officials, employees, agents, attorneys, or volunteers.

If Developer should subcontract all or any portion of the services to be performed under this Agreement, Developer shall require each subcontractor to indemnify, hold harmless and defend City and each of its officers, officials, employees, agents, attorneys, and volunteers in accordance with the terms of the preceding paragraph. The Developer further agrees that the use for any purpose and by any person of any and all of the streets and improvements required under this Agreement, shall be at the sole and exclusive risk of the Developer, at all times prior to final acceptance by the City of the completed street and other improvements, unless any loss, liability, fines, penalties, forfeitures, costs or damages arising from said use were caused by the

active or sole negligence, or the willful misconduct, of the City or any of its officers, officials, employees, agents or volunteers.

Notwithstanding the preceding paragraph, to the extent that Subcontractor is a "design professional" as defined in Section 2782.8 of the California Civil Code and performing work hereunder as a "design professional" shall, in lieu of the preceding paragraph, be required to indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers to the furthest extent allowed by law, from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in Agreement, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the design professional, its principals, officers, employees, agents or volunteers in the performance of this Agreement.

This Section shall survive termination or expiration of this Agreement.

20. Insurance. Prior to starting construction of any phase of the project through the date of City's final formal acceptance of off-site improvements constructed pursuant to the terms of this Agreement (the "Insurance Period"), Developer shall pay for and maintain in full force and effect all policies of insurance described in this Section with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A- VII" in Best's Insurance Rating Guide, or (ii) authorized by City's Public Work's Director. The following policies of insurance are required:

20.1 Commercial General Liability. Insurance which shall be at least as broad as the most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01 and shall include insurance for bodily injury, property damage and personal injury with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, contractual liability (including indemnity obligations under this Agreement), with limits of liability of not less than \$5,000,000 per occurrence for bodily injury and property damage, \$1,000,000 per occurrence for personal injury, \$5,000,000 general aggregate and \$5,000,000 aggregate for products and completed operations and \$5,000,000 general aggregate.

20.2 Commercial Automobile Liability. insurance which shall be at least as broad as the most current version of Insurance Services Office (ISO) Business Auto Coverage Form CA 00 01 and shall include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1 B Any Auto), with combined single limits of liability of not less than \$5,000,000 per accident for bodily injury and property damage.

20.3 Workers Compensation. insurance as required under the California Labor Code.

20.4 Employers Liability. with minimum limits of liability of not less than \$1,000,000 each accident, \$1,000,000 policy limit and \$1,000,000 for each employee.

In the event Developer purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies).

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

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

The General Liability and Automobile Liability insurance policies shall be written on an occurrence form and shall name City, its officers, officials, agents, attorneys, employees and volunteers as an additional insured. Such policy(ies) of insurance shall be endorsed so Developer's insurance shall be primary, and no contribution shall be required of City. Any Workers' Compensation insurance policy shall contain a waiver of subrogation as to City, its officers, officials, agents, employees and volunteers. Developer shall have furnished City with the certificate(s) and applicable endorsements for all required insurance prior to start of construction of any phase of development. Developer shall furnish City with copies of the actual policies upon the request of City's Director of Public Works at any time during the life of the Agreement or any extension, and this requirement shall survive termination or expiration of this Agreement.

If at any time during the Insurance Period, Developer fails to maintain the required insurance in full force and effect, the Director of Public Works, or designee, may order that the Developer, or its contractors or subcontractors, immediately discontinue any further work under this Agreement and take all necessary actions to secure the work site to ensure that public health and safety is protected. All payments due or that become due to Developer shall be withheld until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. The insurance requirements set forth in this Section are material terms of this Agreement.

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

If the general contractor should subcontract all or a portion of the services or work to be performed under this Agreement to one or more subcontractors, Developer shall require the general contractor to require each subcontractor to provide insurance protection in favor of City, its officers, officials, employees, attorneys, volunteers and agents in accordance with the terms of each of the preceding paragraphs, except that each subcontractor shall be required to pay for and maintain Commercial General Liability insurance with limits of liability of not less than \$1,000,000 per occurrence for bodily injury and property damage, \$1,000,000 per occurrence for personal injury, \$2,000,000 aggregate for products and completed operations and \$2,000,000 general aggregate and Commercial Automobile Liability insurance with limits of liability of not less than less than \$1,000,000 per accident for bodily injury and property damage.

Subcontractors' certificates and endorsements shall be on file with the general contractor, Developer and City prior to the commencement of any work by the subcontractor. Developer's failure to comply with these requirements shall constitute a default of this Agreement.

21. Miscellaneous.

21.1 Approvals. Unless otherwise provided herein, whenever approval, consent or satisfaction (herein collectively referred to as an "approval") is required of a Party pursuant to this Agreement, such approval shall not be unreasonably withheld. If a Party shall disapprove, the reasons therefor shall be stated in reasonable detail in writing. Approval by a Party to or of any act or request by the other Party shall not be deemed to waive or render unnecessary approval to or of any similar or subsequent acts or requests. The Parties acknowledge and agree that the intent of the Parties is that this Agreement be construed in a manner that protects the rights granted to Landowner herein to the as allowed by law. Except for the limitations on the exercise by the City of its police power which are provided in this Agreement or which are construed in accordance with the immediately preceding sentence, the Parties further acknowledge and agree that: (a) the City reserves all of its police power and/or statutory or other legal powers or responsibilities; and (b) this Agreement shall not be construed to limit the authority or obligation of the City to hold necessary public hearings, to limit the discretion of the City or any of its officers or officials with regard to rules, regulations, ordinances, laws, and entitlement of use which require the exercise of discretion by the City or any of its officers or officials. This Agreement shall not be construed to limit the obligations of the City to comply with CEQA or any other federal or state law.

21.2 Project Approvals Independent. All approvals that may be granted pursuant to this Agreement, and all approvals or other land use approvals which have been or may be issued or granted by the City with respect to the Property, constitute independent actions and approvals by the City. If any provisions of this Agreement or the application of any provision of this Agreement to a particular situation is held by a court of competent jurisdiction to be invalid or unenforceable, or if the City terminates this Agreement for any reason, such invalidity, unenforceability or termination of this Agreement or any part hereof shall not affect the validity or effectiveness of any approvals or other land use approvals. In such cases, such approvals will remain in effect pursuant to their own terms, provisions and conditions.

21.3 Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of the Property, or of the Project, or any portion thereof, to the general public, for the general public, or for any public use or purpose whatsoever. This proscription does not extend to any portion of the Property that may be dedicated in compliance with any conditions of approval. The Landowner shall have the right to prevent or prohibit the use of the Property, or any portion thereof, including common areas and buildings and improvements located thereon; by any person for any purposes inimical to the operation of a private, integrated Project as contemplated by this Agreement.

21.4 Severability. Invalidation of any of the provisions contained in this Agreement, or of the application thereof to any person, by judgment or court order, shall in no way affect any of the other provisions hereof or the application thereof to any other person or circumstance and the same shall remain in full force and effect, unless

enforcement of this Agreement as so invalidated would be unreasonable or grossly inequitable under all the circumstances or would frustrate the purposes of this Agreement.

21.5 Construction of Agreement. The provisions of this Agreement and the Exhibits shall be construed as a whole according to their common meaning and not strictly for or against any Party in order to achieve the objectives and purpose of the Parties. The captions preceding the text of each Article, Section, Subsection and the Table of Contents are included only for convenience of reference and shall be disregarded in the construction and interpretation of this Agreement. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neuter genders, or vice versa. All references to "person" shall include, without limitation, any and all corporations, partnerships or other legal entities.

21.6 Other Necessary Acts. Each Party covenants, on behalf of itself and its successors, heirs and assigns, to take all actions and do all things, and to execute, with acknowledgment or affidavit if required, any and all further instruments, documents and writings as may be reasonably necessary or proper to achieve the purposes and objectives of this Agreement and to secure the other party the full and complete enjoyment of its rights and privileges hereunder.

21.7 Applicable Law. This Agreement, and the rights and obligations of the Parties, shall be construed by and enforced in accordance with the laws of the State of California.

21.8 Equal Authorship. This Agreement has been reviewed by legal counsel for both the Landowner and City, and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement.

21.9 Time. Time is of the essence of this Agreement and of each and every term and condition hereof. In particular, the City agrees to act in a timely fashion in accepting, processing, checking and approving all maps, documents, plans, permit applications and any other matters requiring the City's review or approval relating to the Project or Property. Subject to extensions of time by mutual consent in writing, unreasonable delay by either party to perform any term or provision of this Agreement shall constitute a default.

21.10 Subsequent Projects. After the effective date of this Agreement, the City may approve other projects that place a burden on the City's infrastructure; however, it is the intent and agreement of the Parties that Landowner's right to build and occupy the Project, as described in this Agreement, shall not be diminished despite the increased burden of future approved development on public facilities.

21.11 Entire Agreement. This written Agreement and the Exhibits contain all the representations and the entire agreement between the Parties with respect to the subject matter hereof. Except as otherwise specified in this Agreement, any prior correspondence, memoranda, agreements, warranties or representations are superseded in total by this Agreement and Exhibits.

21.12 Form of Agreement: Exhibits. This Agreement is executed in three duplicate originals, each of which is deemed to be an original. This Agreement constitutes the entire understanding and agreement of the parties. Said exhibits are identified as follows:

Exhibit A-1: Property legal description
Exhibit A-2: Sohal Ranch Subdivision

All attachments to this Agreement, including all exhibits referenced herein, and all subparts thereto, are incorporated herein by this reference.

21.13 Attorneys' Fees. If either Party commences any action for the interpretation, enforcement, termination, cancellation or rescission hereof, or for specific performance of the breach hereof, the prevailing party shall be entitled to its reasonable attorneys' fees and litigation expenses and costs, and any judgment, order or decree rendered in such action, suit or proceeding shall include an award thereof. Attorneys' fees under this Section shall include attorneys' fees on any appeal and any post-judgment proceedings to collect or enforce the judgment. This provision is separate and several and shall survive the merger of this Agreement into any judgment on this Agreement.

21.14 Limitation of Legal Acts. In no event shall the City, or its officers, agents, attorneys, or employees, be liable in damages for any breach or violation of this Agreement, it being expressly understood and agreed that the Developer's sole legal remedy for a breach or violation of this Agreement by the City shall be a legal action in mandamus, specific performance or other injunctive or declaratory relief to enforce the provisions of this Agreement.

21.15 Interpretation and Governing State Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objective and purposes of the Parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement, both Parties having been represented by counsel in the negotiation and preparation hereof. All legal actions brought to enforce the terms of this Agreement shall be brought and heard in the Superior Court of the State of California, County of Sutter.

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

21.17 Counterparts. This Agreement may be executed in two or more identical counterparts, each of which shall be deemed to be an original and each of which shall be deemed to be one and the same instrument when each Party signs each such counterpart.

21.18 Signature Pages. For convenience, the signatures of the Parties to this Agreement may be executed and acknowledged on separate pages which, when attached to this Agreement, shall constitute this as one complete Agreement.

21.19 Days. Unless otherwise specified in this Agreement, the term “days” means calendar days.

21.20 Authority. The Parties hereby represent that the person hereby signing this Agreement on behalf of each respective Party has the authority to bind the Party to the Agreement.

[SIGNATURES ARE ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

"City"

CITY OF YUBA CITY,
A General Law City

"Landowner"

Balbir Sohal Family 2016 Trust

By: _____

Wade Kirchner, Mayor

Date: _____

By: Balbir Sohal Family 2016 Trust

By: _____

Balbir S. Sohal, Trustee

By: _____

Narjit K. Sohal, Trustee

Attest:

City Clerk

Approved as to Form:

Shannon Chaffin, City Attorney

Attachments:

Exhibit A-1: Property legal description
Exhibit A-2: Sohal Ranch Subdivision

Exhibit A-1

Legal Description

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

PARCEL ONE: (APN: 065-010-005)

PARCEL 1, AS SHOWN ON PARCEL MAP NO. 763, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SUTTER COUNTY, CALIFORNIA, ON FEBRUARY 27, 1987, IN BOOK 4 OF PARCEL MAPS, AT PAGE 113.

PARCEL TWO: (APN: 065-010-006)

PARCEL 2 OF PARCEL MAP NO. 763, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SUTTER COUNTY, CALIFORNIA ON FEBRUARY 27, 1987 IN BOOK 4 OF PARCEL MAPS, PAGE 113.

Exhibit A-2

ATTACHMENT 2



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

Date: September 27, 2023
To: Chair and Members of the Planning Commission
From: Development Services Department
Presentation by: Doug Libby, AICP, Deputy Development Services Director

Subject: **Tentative Subdivision Map (TSM) 22-02 and an associated Development Agreement (DA): Sohal Ranch Subdivision**

Recommendation:

- A. Conduct a Public Hearing and make the necessary findings to:
- B. Adopt a Resolution of the Planning Commission of the City of Yuba City approving Environmental Assessment 22-06 by Adopting a Mitigated Negative Declaration, subject to the proposed Conditions of Approval and Mitigation Measures, and contingently approving Tentative Subdivision Map (TSM) 22-02, Sohal Subdivision, creating 179 Single-Family Residential lots on approximately 41.36 acres, located at the southeast corner of Lincoln Road and George Washington Boulevard (Assessor's Parcel Numbers 065-010-005 and 065-010-006); and
- C. Adopt a Resolution of the Planning Commission of the City of Yuba City recommending the City Council of the City of Yuba City adopt an Uncodified Ordinance approving a Development Agreement for the Sohal Ranch Subdivision (TSM 22-02) between the City of Yuba City and the Balbir Sohal Family Trust, to develop 179 Single-Family Residential lots on 41.36 Acres, located at the southeast corner of Lincoln Road and George Washington Boulevard (Assessor's Parcel Numbers 065-010-005 And 065-010-006).

Applicant/Owner: Amar Sohal/Balbir Sohal Family Trust.

Project Location: The 41.36 acres is located at the southeast corner of Lincoln Road and George Washington Boulevard. APNs: 065-010-005 and 065-010-006

General Plan: A majority of the property is Low Density Residential (LDR), 2-8 units per acre, with a portion designated as Parks, Recreation and Open Space.

Specific Plan: The property is located in the Lincoln East Specific Plan area which was previously rescinded by the City Council.

Zoning: One-Family Residential (R-1) Zone District

Project Description:

Tentative Subdivision Map (TSM) 22-02, Sohal Ranch, proposes to subdivide an approximately 41.36-acre property into 179 single-family residential lots, which will include a 2.63-acre park, a 0.11-acre parcel for a sewer lift station, as well as right-of-way dedications and half street improvements for both George Washington Boulevard and Lincoln Road.

The gross density of the project will be approximately 4.7 residences per acre for the LDR designated area, which is well within the established density range. The subdivision access will be via an internal road network of fully improved public streets, with ingress/egress points onto both Lincoln Road and George Washington Boulevard.

Table 1: Land Use Summary			
Phase	Acres	Single-family residential lots	Other use
1	12.52	57	A 0.11-acre site for a sewer lift station.
2	7.77	39	
3	14.60	83	A 2.65-acre (net) park / detention pond
Right of way dedication	3.31		Lincoln Rd. & Geo. Washington Blvd.
Total	41.36	179	

The project includes a Development Agreement with a term of 15 years, plus an option for another five years if approved by the City Council, in exchange for the dedication of parkland and payment of an additional per parcel fee for future neighborhood parks. A development agreement (DA) is a binding agreement between the City and developer spelling out items that go beyond standard planning, zoning, development, and design standards. While development agreements are allowed by State law (Government Code Sections 65864 – 65869.5), there are no established rules or policies regarding required deal points. As a result, each agreement is unique and must be considered on its own merits.

In this case, a DA was requested by the applicant. The proposed terms (Section 2.2) include the following:

- TSM 22-02, Sohal Subdivision, shall have an expiration date 15-years from time of approval, with a possible five (5) year extension if requested by the applicant and approved by the City Council, for a total of 20 years.
- The Developer shall dedicate to the City an approximate 2.63-acre neighborhood park and street frontage adjacent to the parkland (2.96 acres total).
 - The Developer shall construct the full park frontage road improvements prior to obtaining the ninety-eighth (98) building permit within the subdivision.
 - The developer is not required to construct any onsite park improvements other than to grade the site to drain consistent with City standards.
- The Developer shall pay the City's Park and Recreation Development Impact fee (DIF), as do all residential projects, plus, as a result of the DA, pay an additional \$3,206 per parcel neighborhood park fee and provide all of the necessary street improvements to the new parkland street frontage. In return the City will use this money to reimburse the developer for the value of the parkland and the street improvements. If these costs exceed the amount of the DIF fees the applicant would otherwise be required to pay, the developer

will be reimbursed for those excess costs.

The proposed DA is a draft document and may require final edits prior to presentation to the City Council; however, no significant changes to the deal points are anticipated. Any significant revisions would require returning to the Planning Commission for additional consideration.

Background:

The property has been planned for urban growth at least since the adoption of the 2004 General Plan. The property is also located within the former Lincoln East Specific Plan (LESP), which was rescinded by the City Council in 2021. The LESP covered a larger area that was all unincorporated at the time, although within the City's Sphere of Influence. The City has more recently annexed into the City this property and neighboring properties to the east and south. As City services are currently not extended to this property, construction of the subdivision includes extending City services at the developer's expense.

Analysis

Compatibility with neighboring uses:

Regarding how this proposed subdivision fits within its surroundings, this urban project will be located in a predominantly agricultural area, nearly surrounded by orchards. However, it is also an area that has been planned for urban uses for almost 20 years. Considering this area has been within the City's sphere of influence since the 1980s, this area has been recognized for future urban growth for approximately 34 years.

Table 2: Bordering Information and Uses			
	County and City General Plan Land Use Classifications	Zoning	Existing Land Use
Project Site	Low Density Residential (LDR) and Park	One-Family Residential (R-1)	Orchard and a small office building.
North*	County – AG - 20 City - LDR	Estate Residential (ER) (County)	Ranchette homes and orchard
East	City - LDR	R-1	Orchard.
West*	County General Plan– AG - 20 City General Plan - LDR	Agriculture (AG) (County)	Orchard.
South	LDR & Medium High Density Residential (MDR)	R-1	Orchard.

*Since the properties are within the unincorporated area of Sutter County, the Sutter County General Plan and Zoning is currently in effect. The City G.P. designation and zoning will apply once the property is annexed into the City.

Whenever urban development borders agricultural land there is a potential for incompatibility. This incompatibility could consist of standard farm operations like plowing and spraying that cause noise, dust or spray residue that may affect the residences, or the residents walking their dogs, taking fruit, or riding dirt bikes, through the orchards, impacting the farm operator. Both the City and Sutter County General Plans have buffer policies that consist of distance separation along

the agricultural/urban interface that minimize the impacts between the potentially conflicting uses. But those policies are applicable along the edge of the sphere of influence where the buffer is permanent.

The buffer requirement does not apply in this case since General Plan required buffers consist of providing permanent open space uses along the permanent agricultural/urban interface. The buffering does not apply for interim buffering where, at some point in the future, the neighboring agricultural land will also be urbanized. That is the case for this proposed development. The Yuba City Sphere-of influence extends to Township Road. This impact is recognized in the EIRs prepared for both the 2004 General Plan and the Lincoln East Specific Plan, as it was considered a significant impact that cannot be avoided. Overriding considerations were made by the City Council that determined that there are social and economic reasons that override those concerns.

Traffic

The property is served by two primary roads, Lincoln Road runs east-west along the north side of the property, and George Washington Boulevard which runs north-south along the west side of the property. Both are designated in the General Plan to become major arterials in order to better connect this new neighborhood and other future neighborhoods to the urban area. Both roads are currently two-lane roads originally designed to serve an agricultural area. The subdivision is conditioned to construct their half of Lincoln Road and George Washington Boulevard for the lengths of the property. These half streets include two lanes (creating an interim three lane road until the other side is developed), bike lane, landscape strip sidewalk, another landscape strip and six-foot high masonry wall.

The project will also pay its fair share for future improvements to several other nearby intersections, as determined by the LESP EIR. Most of these roads are now included within the City's development impact fee program but several are not, including the Sanborn Road/Lincoln Road intersection, the Sanborn Road/Bogue Road intersection and paying a fair share for transit improvements to this growing area. These fair share payments are included as mitigations in the Environmental Document (EA 22-06).

Park

The General Plan designates the southeast portion of the project site for a future park. To fulfill that, the proposal is to dedicate approximately 2.63 acres (2.96 acres gross – including street right-of-way) to the City for the park. The developer's obligation for the park is laid out in the proposed Development Agreement.

Development Agreement:

The resulting public benefit is that this subdivision will pay for almost three acres of new City parkland with all adjoining street improvements completed. Additionally, the project will pay a supplemental neighborhood park development impact fee in the amount of \$3,206 per lot in exchange for a longer life on the tentative subdivision map (15 years with a potential 5-year extension for a total of 20 years).

Availability of City services:

City water and wastewater will be extended to the property. Storm drainage will be collected into the City drainage system (to be constructed) and conveyed to the Live Oak Canal which is

overseen by the Sutter County Water Agency. City Fire services already serve the area.

Due to the existing Master Property Tax Exchange Agreement that is in effect between Sutter County and Yuba City, the Sutter County Sheriff Department will continue to provide law enforcement services to this area until the thresholds outlined in the agreement are met at which time service will switch to the Yuba City Police Department.

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. On September 8, 2023 a Notice of Intent to Adopt a Mitigated Negative Declaration was distributed to responsible and trustee agencies and published in the Appeal Democrat. This commenced a 20-day comment period that ended on September 27, 2023. During this comment period the City did not receive comments.

Since the original release of Environmental Assessment 22-06 on September 8, 2023, it has been discovered that the *Focused Traffic Impact Analysis for Sohal Ranch Subdivision, dated July 28, 2023, prepared by MHM Engineering*, was inadvertently omitted from the Environmental Assessment. The Focused Traffic Impact Analysis for Sohal Ranch Subdivision has now been included as Appendix B of Environmental Assessment 22-06, which is attached in full as a part of this staff report. The City did not receive any comments requesting to the review the *Focused Traffic Impact Analysis* or have expressed opposition to the project because it was not originally included in Environmental Assessment 22-06.

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 Biological Resources, Geology and Soils, Noise, Recreation, Greenhouse Gases, Traffic, and Tribal Cultural Resources the 179 single-family residential lot subdivision will not create any significant impacts to the neighborhood or vicinity that are not already identified in the LESP EIR. As a result, the filing of a mitigated negative declaration is appropriate in accordance with the provisions of CEQA. The proposed mitigation measures are included in the project conditions of approval.

Recommended Action:

- A. Conduct a Public Hearing and make the necessary findings to:
- B. Adopt a Resolution of the Planning Commission of the City of Yuba City approving Environmental Assessment 22-06 by Adopting a Mitigated Negative Declaration, subject to the proposed Conditions of Approval and Mitigation Measures, and contingently approving Tentative Subdivision Map (TSM) 22-02, Sohal Subdivision, creating 179 Single-Family Residential lots on approximately 41.36 acres, located at the southeast corner of Lincoln Road and George Washington Boulevard (Assessor's Parcel Numbers 065-010-005 and 065-010-006); and
- C. Adopt a Resolution of the Planning Commission of the City of Yuba City recommending the City Council of the City of Yuba City adopt an Uncodified Ordinance approving a

Development Agreement for the Sohal Ranch Subdivision (TSM 22-02) between the City of Yuba City and the Balbir Sohal Family Trust, to develop 179 Single-Family Residential lots on 41.36 Acres, located at the southeast corner of Lincoln Road and George Washington Boulevard (Assessor's Parcel Numbers 065-010-005 And 065-010-006).

Attachments:

1. Sohal Subdivision Location Map
2. Planning Commission Resolution (EA 22-06, TSM 22-02)
 - Exhibit A: Tentative Subdivision Map 22-02, Sohal Subdivision
 - Exhibit B: Conditions of Approval & Mitigation Measures
3. Planning Commission Resolution (DA)
 - Exhibit A: Draft Uncodified Ordinance
4. Environmental Assessment 22-06 and the Mitigation Monitoring and Reporting Program
5. Focused Traffic Impact Analysis, dated July 28, 2023

ATTACHMENT 1

Tentative Subdivision Map (SM 22-02)
Location Map - Sohal Ranch

EA 22-06



Project Site

LINCOLN RD

S GEORGE WASHINGTON BLVD



ATTACHMENT 2

PLANNING COMMISSION RESOLUTION NO. PC 23-24

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF YUBA CITY APPROVING ENVIRONMENTAL ASSESSMENT 22-06 BY ADOPTING A MITIGATED NEGATIVE DECLARATION, SUBJECT TO THE PROPOSED CONDITIONS OF APPROVAL AND MITIGATION MEASURES, AND CONTINGENTLY APPROVING TENTATIVE SUBDIVISION MAP (TSM) 22-02, SOHAL SUBDIVISION, CREATING 179 SINGLE-FAMILY RESIDENTIAL LOTS ON APPROXIMATELY 41.36 ACRES, LOCATED AT THE SOUTHEAST CORNER OF LINCOLN ROAD AND GEORGE WASHINGTON BOULEVARD (ASSESSOR'S PARCEL NUMBERS 065-010-005 AND 065-010-006).

WHEREAS, the City received an application from Balbir Sohal Family for Tentative Subdivision Map (TSM) 22-02, Sohal Subdivision, to subdivide 41.36 acres into 179 single-family residential lots and two public use lots, and to develop the property at an overall project density of approximately 4.5 units per acre; and

WHEREAS, the two public use lots include a 0.11-acre site for a sewer lift station and a 2.63-acre (net) parcel for a City park. All of the new lots meet City development standards and will be provided full City services; and

WHEREAS, this property was recently annexed into Yuba City's city limits and the property owner wished to develop their property to urban levels; and

WHEREAS, there is also a requested Development Agreement that accompanies the subdivision, which must be approved by the City Council by ordinance; and

WHEREAS, pursuant to the authority and criteria contained in the California Environmental Quality Act of 1970 ("CEQA"), with the City, as the Lead Agency, the Planning Commission reviewed related Environmental Assessment 22-06 which was prepared for this subdivision and the development agreement, (collectively "Project") considering a Mitigated Negative Declaration (MND) prepared for the Project, which concluded that this Project, with new mitigations as well as mitigations from the previously approved EIR for the Lincoln East Specific Plan (LESP), will not generate any new significant environmental impacts not previously considered by the LESP EIR; and

WHEREAS, on September 8, 2023 the City sent to all responsible and trustee agencies and published in the Appeal Democrat, a Notice of Intent to Adopt a Mitigated Negative Declaration and that no comments were received during the 20-day comment period that ended on September 27, 2023.

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

WHEREAS, on September 27, 2023, the Planning Commission concurrently conducted a duly noticed public hearing on TSM 22-02 and the Development Agreement, 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 22-02 and the Development Agreement, and all of the evidence received by the Planning Commission; and

WHEREAS, the Planning Commission now desires to contingently approve TSM 22-02 such that no decision of approval of TSM 22-02 becomes final and effective until immediately after the City Council adopts the MND (EA 22-06) and approves the Development Agreement; and if no such approval occurs within 180 days of the adoption of this Resolution, then the Planning Commission intends that TSM 22-02 be set for further consideration and a final decision by the Planning Commission; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, BE IT RESOLVED the Planning Commission resolves and orders 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 Finding. The Planning Commission finds that an environmental assessment/ initial study was prepared for this project in accordance with the requirements of the California Environmental Quality Act (CEQA) Guidelines. 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 finds 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 Planning Commission adopts the Mitigated Negative Declaration prepared for the project and the associated Mitigation Monitoring and Reporting Program dated September 8, 2023, 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 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 authorizes 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. 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 majority of the property is designated in the General Plan as Low Density Residential. This designation provides for a gross residential density range of 2 to 8 residences per acre. The Project will have a gross residential density of approximately 4.7 residences per acre, which is well within the General Plan density range provided in the Land Use Element. The General Plan also designates a portion of the property as Park and Open Space. Almost three acres of the site is proposed as a park site, thereby implementing this land use designation.

George Washington Boulevard and Lincoln Road are designated in the General Plan as major arterials. With the traffic generated by the subdivision, considering the improvements that will be made to these roads by the Project, as well as fair share contributions for other nearby intersection improvements, as determined in the traffic study prepared for the Lincoln East Specific Plan, the road network will remain within an acceptable level of service and meets City roadway and intersection standards. The Project is consistent with the Transportation Element of the General Plan

The proposed 179 new residential lots are consistent with the Housing Element's call for additional housing within the City.

As determined in the mitigated negative declaration prepared for the subdivision and accompanying development agreement, with the proposed mitigation measures, there are no significant impacts on any agricultural land, biological resources, water quality, and air quality. Further, the Project will be paying its fair share (development impact fees, supplemental neighborhood park fee, and dedication of a neighborhood park). Thus, the Project is consistent with the Environmental Conservation Element of the General Plan.

The EIR prepared for the Lincoln East Specific Plan called for masonry walls or large setbacks along George Washington Boulevard and Lincoln Road to mitigate potential noise concerns for the new residences. The proposal includes masonry walls along those roadways, ensuring consistency with the General Plan Noise Element.

- 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 in item "a" above, this Project is consistent with the City's General Plan goals and policies including the established density ranges for the LDR designated land and dedication of parkland for the area designated for park/open space development. 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 complies with all R-1 Zone District development standards.

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

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 Sutter County Water Agency facilities where stormwater will be transported to the Sutter By-Pass. The site will accommodate the proposed residential density with a street pattern that meets all City standards and with public street improvements that also meet all 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.

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

Evidence. The area where this Project is located is mostly designated by the General Plan and Zoning Regulations for single-family residential uses. All City services will be brought to the property that are adequately sized to serve the proposed residential use of the property. There are no known environmental hazards associated with the Project site that would render the site unsuitable for residential development. A smaller portion of the Project is designated for a park, for which an offer of dedication to the City 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 residential 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. There are no known existing easements that will be adversely affected by this subdivision.

5. Contingent Approval of TSM 22-02 with Conditions. Based on the aforementioned findings, the Planning Commission hereby approves TSM 22-02, Sohal Subdivision, as shown in **Exhibit A**, subject to the conditions and mitigation measures as set forth in **Exhibit B** attached hereto, which approvals are contingent upon the following:
 - a. The approval of SM 22-02 shall become final and effective immediately only after the City Council of the City of Yuba City i) adopts the Mitigated Negative Declaration (EA 22-06) and ii) approves the associated Development Agreement (collectively "Council Approvals"). If all of the Council Approvals are not made within 180 days of the adoption of this Resolution, then SM 22-02 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 SM 22-02 shall be returned to the Planning Commission for further consideration and a final decision.
6. 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 Planned Development No. 15, 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 September 27, 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: Sohal Subdivision, Tentative Subdivision Map 22-02

Exhibit B: Conditions of Approval and Mitigation Measures for TSM 22-02

EXHIBIT A

YUBA CITY, CALIFORNIA
MARCH 10, 2022 REVISED JULY 18, 2023

Page 178 of 3

EXHIBIT B

**CITY OF YUBA CITY
CONDITIONS OF APPROVAL
TENTATIVE SUBDIVISION MAP 22-02
SEPTEMBER 27, 2023**

**SOHAL RANCH
APNs: 065-010-005 and 065-010-006**

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. The lot design on the subdivision maps shall be designed in substantial conformance with the TSM 22-02, dated July 18, 2023, as appropriate, and as approved by the Planning Commission.
3. The development and operation of the project shall comply with all CEQA mitigation measures identified in Environmental Assessment 22-06, dated September 8, 2023.
4. Development is to comply with all applicable traffic mitigations and/or improvements determined in the traffic analysis that was conducted for the Lincoln East Specific Plan.

5. Development of the neighborhood park shall be consistent with the approved Development Agreement.
6. 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.
7. To limit visibility, to provide privacy, and to minimize conflicting views of adjacent properties, the Tentative Map dated July 18, 2023 is restricted as follows: Phase 1, lot 22 is to be restricted to single story construction or any back-facing window sills on the upper floor of a two-story residence are to be a minimum of 6.0 feet above the floor, or as otherwise approved by the Development Services Director.
8. The Developer shall coordinate with United States Postal Service in regards to relocating the existing mailboxes, adjacent to the subdivision, located along the south side of Lincoln Road, to either a centralized mail delivery unit or to the north side of the road in coordination with applicable property owners. On site mail delivery is to be maintained throughout construction.
9. If any phase develops and a proposed road “dead-ends” into a future phase, then the “dead-end” will need a temporary cul-de-sac constructed at the end. In addition, a fire hydrant will need to be installed near the temporary cul-de-sac if the “dead-end” is located more than 250 feet from the next nearest fire hydrant (in the phase being constructed), or at a location determined by the Yuba City Fire Marshal.
10. Road improvements along Lincoln Road, from the east boundary of the tentative map to the intersection with S. George Washington Blvd, along the south right of way, are to be constructed including road widening, curb and gutter, sidewalk along the entire length of Lincoln Road frontage, and the curb return and ADA ramp at the intersection of S. George Washington Blvd and Lincoln Road or as otherwise determined by the Public Works Director. Necessary right of way and easements are to be dedicated with Phase One and/or Phase Two of the Final Map.
 - a) Road work adjacent to APN 65-010-003 and APN 65-010-004 (between lot 22 of Phase 1 and lot 28 of Phase 2) is to be constructed. Work is to include a widened travel way, bike lane, curb, gutter, and sidewalk within existing right of way, with a modified road section as approved by the Public Works Director to facilitate construction. The City will reimburse the Developer actual costs upon completion of improvements via Road Impact Fee Credits with terms to be finalized in the subdivision/improvement agreement with Developer prior to construction. The City will coordinate to acquire any necessary right-of-way prior to construction.

Road work shall be constructed prior to the issuance of the first certificate of occupancy in Phase 1 or Phase 2, whichever goes first, or as otherwise determined by the Public Works Director.

11. Road improvements along S. George Washington Blvd, from the south boundary of the tentative map to the intersection with Lincoln Road, along the east right of way, are to be constructed including road widening, curb and gutter, sidewalk along the entire length of S. George Washington Blvd, and the curb return and ADA ramp at the intersection of S. George Washington Blvd and Lincoln Road or as otherwise determined by the Public

Works Director. Necessary right of way and easements are to be dedicated with Phase One and/or Phase Three of the Final Map.

12. The Developer shall, prior to the issuance of the first certificate of occupancy for any phase, construct a solid 6-foot high chain link fence across the right-of-way of the road that “dead-ends” into a future phase. The chain link fence shall connect to the adjoining six-foot high private fences. This fencing shall be constructed in addition to the standard dead-end barricade. The fence and barricade shall be maintained by the City via the lighting and landscape maintenance district.
13. 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.
14. 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.
15. 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.
16. Storage of construction material is not allowed in the travel way.
17. A Subdivision Agreement outlining any costs (hot tap, connection fee, fair share contribution, etc.) associated with the development shall be accepted by the City prior to recordation of map, or prior to approval of the Improvement Plans, whichever comes first.

PRIOR TO ISSUANCE OF A GRADING PERMIT

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

PRIOR TO APPROVAL OF THE IMPROVEMENT PLANS

20. Obtain all necessary approvals from City, State, and Federal agencies, utilities and other effected parties that are required for the project including, but not limited to, the preparation of drawings, studies, reports and permit applications, and payment of fees. Prior to City approval of Improvement Plans the Developer shall provide evidence, to the satisfaction of the Public Works Department, that all such obligations have been met.
21. The contractor shall obtain an Encroachment Permit from the City and/or County prior to performing any work within public rights of way.

22. The plans shall indicate the locations of all prior hull deposit pits, detention pond(s), all septic and leach field areas, and all wells. All pits and ponds are to be filled with engineered fill.
23. The Developer shall dedicate right-of-way to the City as follows, or as approved by the Public Works Director:
- a) S. George Washington Blvd: on the **east** side, shall have right-of-way dedicated to a width of 55.5 feet (centerline to back of new 6.0-foot-high block wall), including a 12.0-foot PUE.
 - b) Lincoln Road: on the **south** side, shall have right-of-way dedicated to a width of 60.5 feet (centerline to back of new 6.0-foot-high solid wall), including a 12.0-foot-wide PUE dedicated with 2.0-foot located underneath the sidewalk and 10.0-feet located between sidewalk and property.
 - c) Dedication is not required as part of this project in front of APN 65-010-003 and 65-010-004.
 - d) Interior residential streets:
 - i) *Detached sidewalk* (Cypress Drive, Pasatiempo Drive, Amar Court, Darkhorse Way, and Sohal Way) -- Right-of-way shall be dedicated to a width of 38.0 feet together with a 19.5-foot PSE behind the right-of-way. A 12.0-foot wide PUE shall be dedicated along the sidewalk with 2.0-foot located underneath the sidewalk along each side of the roadway.
 - ii) *Attached sidewalk* (Seascape Drive, Golf Way, and Olympic Way) -- Right-of-way shall be dedicated to a width of 46.0 feet. A 12.0-foot wide PUE shall be dedicated adjacent to the right-of-way with 2.0-foot located underneath the sidewalk along each side of the roadway.
 - iii) *Optional detached or attached* (Pacific Grove Drive, Stone Eagle Way, and Pebble Way) -- Design of the optional shall be as required in i) and ii) above.
 - e) All necessary right of way and easements are to be dedicated with the recordation of the Final Map.
24. The Developer shall construct frontage improvements to City standards as follows, or as approved by the Public Works Director:
- a) S. George Washington Blvd:
 - i) 30.0-foot-wide asphalt road section - centerline of S. George Washington Blvd/Lincoln Road to lip of gutter
 - ii) 2.5-foot wide barrier curb and gutter
 - iii) 6.0-foot wide landscaped parkway strip (measured from back of curb to face of sidewalk) with City approved street trees, landscaping, and irrigation
 - iv) 5.0-foot wide detached sidewalk
 - v) 12.0-foot wide public utility easement adjacent to the sidewalk with landscaping and irrigation
 - vi) 6.0-foot high solid wall
 - vii) streetlights
 - viii) fire hydrants
 - ix) storm drainage facilities
 - x) barricade
 - xi) roadway striping
 - xii) roadway signage
 - b) Lincoln Road:
 - i) 34.0-foot-wide asphalt road section - centerline of S. George Washington Blvd/Lincoln Road to lip of gutter
 - ii) 2.5-foot wide barrier curb and gutter

- iii) 8.0-foot wide landscaped parkway strip (measured from back of curb to face of sidewalk) with City approved street trees, landscaping, and irrigation
 - iv) 5.0-foot-wide detached sidewalk
 - v) 12.0-foot-wide public utility easement with 2.0-foot located underneath the sidewalk and 10.0-feet located between sidewalk and property
 - vi) 6.0-foot high solid wall
 - vii) streetlights
 - viii) fire hydrants
 - ix) storm drainage facilities
 - x) barricade
 - xi) roadway striping
 - xii) roadway signage
 - c) Lincoln Road in front of APN 65-010-003 and 65-010-004 (the road section width and specifications can be modified as approved by the Public Works Director to facilitate construction within the existing right of way):
 - i) 34.0-foot wide asphalt road section - centerline of Lincoln Road to lip of gutter
 - ii) 2.5-foot wide barrier curb and gutter
 - iii) 6.0-foot wide attached sidewalk
 - iv) Relocate the existing mailbox to the back of sidewalk or incorporate into the centralized mail delivery unit.
 - d) Interior residential streets:
 - i) *Detached sidewalk* (Cypress Drive, Pasatiempo Drive, Amar Court, Darkhorse Way, and Sohal Way) -- 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.
 - ii) *Attached sidewalk* (Seascape Drive, Golf Way, Olympic Way) -- Streets shall be designed/constructed to a width of 37.0 feet back of curb to back of curb with parking permitted on both sides. Frontage improvements shall include street section, curb, gutter, a 4.0-foot wide attached sidewalk, and streetlights.
 - iii) *Optional detached or attached* (Pacific Grove Drive, Stone Eagle Way, and Pebble Way) -- Design of the optional shall be as required in i) and ii) above.
25. The Developer shall comply with all City requirements related to drainage, including submittal of a drainage plan for any drainage improvements for the proposed development. A drainage analysis, along with calculations, shall be submitted to the City Engineer for approval. The analysis shall include, but is not limited to:
- a) Grading and drainage plan showing the proposed drainage conveyance and storage system.

- b) Supporting calculations demonstrating adequacy of conveyance capacity and storage volume. The calculation analysis shall meet the requirements of the Yuba City Basin Drainage Study.
 - c) Storm Drain Collection Systems- For the design of all pipeline conveyance facilities, the Hydraulic Grade Line (HGL) shall be maintained a minimum of one foot below the gutter flow line of all drain inlets and at least one foot below all maintenance hole rims during a 10-year, 24-hour storm event. The storm drain minimum pipe size shall be 12 inches. The minimum velocity shall be 2 fps.
 - d) Street Flow-The street system shall be designed to convey the 100-year, 24-hour runoff while maintaining a water surface at least 1 foot below the adjacent building pad elevations (or alternatively, the building pad elevations shall be at least 1 foot above the 100-year water level). The grading plan shall ensure that the 100-year, 24-hour runoff can be conveyed through the development and to the receiving drainage facility.
 - e) Drainage systems (pipes and street systems) shall be designed to accommodate the runoff from the ultimate development of the entire upstream watershed.
 - f) Water Quality – Water quality basin(s) shall meet State Water Resource Board requirements for water quality. The water quality basin can be incorporated into a detention pond, designed as an individual pond, included in a water quality manhole system, or as approved by the Public Works Director.
 - g) Detention Basins - A 100-year, 4-day storm shall be used for sizing detention storage facilities. The detention basin release rate from a 100-year, 24-hour storm after development must be equal to or lower than the runoff rate from the detention basin's tributary area before development.
 - h) The Drainage Study shall be completed and stamped by a Professional Engineer and determined by the City Engineer and the Sutter County Water Agency Engineer to be comprehensive, accurate, and adequate.
26. Only one detention pond and/or water quality basin shall be utilized if required to meet stormwater requirements throughout the entire subdivision. Mechanical water quality devices and/or oversized pipes are preferred. Should a basin be necessary, it is to include, but not be limited to a vehicle pull out area, solid masonry wall adjacent to residential, decorative perimeter fencing with accessible sized gate, landscaping, and access to the inlet and outlet in the basin as approved by the Public Works Director. Maintenance costs associated with the basin and/or mechanical water quality device(s) are to be included in the applicable Lighting and Landscape Maintenance District.
27. 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
28. The Developer shall comply with all Sutter County requirements related to drainage, including submittal of a drainage plan for any drainage improvements that utilize County facilities for approval by Sutter County Public Works Director. The Developer shall coordinate with the County if the ditches on the north side of Lincoln Road, and the ditches to the west, are to be utilized as part of the drainage improvements. In addition, any culverts, between the proposed development and the Live Oak Canal that would transport storm water, shall be analyzed to ensure they can handle the additional runoff from the proposed development.

29. All development shall be designed to local, state, and federal flood standards.
30. The structural section of all road improvements shall be designed using the Caltrans empirical R-value method. A geotechnical investigation shall determine the R-value of the existing soil in accordance with the Caltrans Highway Design Manual. The structural section shall be designed to the following standards:
- a. Use 3" minimum for residential, 4" minimum for collectors and 6" minimum for arterials, of 'Type A' asphaltic concrete over Class 2 aggregate base (the thickness of the base shall be designed to the R-value of the soil)
 - b. Use a traffic index of 6 for residential streets
 - c. Use a traffic index of 7 for collector streets
 - d. Use a traffic index of 10 for arterial streets (Lincoln Road, South George Washington Blvd)

A copy of the geotechnical investigation, including R-value determination, test locations and structural section calculations, shall be submitted with the first improvement plan check.

31. 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.
32. 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.
33. 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.
34. 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

- 35. All existing well(s), septic tank(s), and service lines shall be destroyed in accordance with the requirements of the Sutter County Environmental Health and Yuba City Building Departments, respectively. Connections shall be made to public sewer and water. The Developer shall pay all applicable fees.
- 36. In addition to the street lights provided on the interior streets, street lights shall be installed along the east side of S. George Washington Blvd and along the south side of Lincoln Road, the length of the proposed development.
- 37. Prior to backfilling, the Developer shall vacuum test all manholes to ensure no leakage will occur.
- 38. 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.
- 39. 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.
- 40. The existing utility poles along the property frontage on S. George Washington Blvd shall be placed underground, or addressed in accordance with the City's Overhead Utility Policy adopted March 17, 2020. The total lineal foot length of overhead lines along S. George Washington Blvd is determined to be 960 lineal feet or as otherwise determined by the Public Works Director.

41. The utility poles, and associated overhead utility, within the project boundaries shall be removed as that phase develops.
42. All public street lighting shall be dedicated to the City of Yuba City.

PRIOR TO FINAL MAP RECORDATION

43. Public improvements shall be designed and constructed in accordance with City Standards, including current Water / Wastewater Master Plans and Specific Plan documents, or as approved by the Public Works Director to help coordinate phased development. Costs are to be determined and reflected in the Subdivision Agreement.
44. The development shall pay for operations and/or maintenance for police, fire, parks, drainage, and ongoing street maintenance costs. This condition may be satisfied through participation in a Mello-Roos CFD, by payment of cash in an amount agreed to by the City, by another secure funding mechanism acceptable to the City, or by some combination of those mechanisms. The City shall be reimbursed actual costs associated with the formation of, or annexation to, the district. The property shall annex in to an existing CFD.
45. The property shall petition for formation of a Zone of Benefit of the Yuba City Lighting and Landscaping Maintenance District for the purpose of maintaining; street trees which are to be planted along all streets, street lights, fencing, block walls, any detention / water quality basin(s) or devices, and the neighborhood park. The Engineering Division shall be reimbursed actual costs associated with the formation of the district.
46. The Post Construction Statement of Responsibility shall be recorded at the Sutter County Recorder's Office.
47. 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

48. 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.
49. The Developer shall pay all applicable Sutter County Water Agency connection fees and maintenance and operation fees, and entering into an agreement with Sutter County providing participation in a zone of benefit, drainage district, agency, service area or any other public entity for the financing of construction and maintenance of a drainage system, as determined applicable by Sutter County.

PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY

50. 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.

51. 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.
52. 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.
53. The Developer shall construct a solid, six-foot-tall, good neighbor style wood fence, installed along the property line(s) adjacent to Assessor Parcel Number 65-010-003 and 65-010-004. Construction of the fence is to be completed prior to issuance of a certificate of occupancy for lots 22, 23, 24, 25, and 26 of Phase 1 and lot 28 of Phase 2, or as approved by the Development Services Director.

MITIGATION MEASURES

Impact	Mitigation Measure	Responsible Party	Monitoring Party	Timing
3.4 Biological Resources	Biological Resource Mitigation Measure 1: Pre-construction Nesting Surveys: Pre-construction surveys for nesting raptors should be conducted on trees within the subject property if construction activities occur between March 1 and September 15 pursuant to California Department of Fish & Wildlife requirements. These surveys should be accomplished no later than 7 days prior to commencement of tree removals and grading activities. If nesting raptors are discovered, the Project biologist shall identify and implement appropriate mitigation, subject to City review and approval, to ensure protection of the raptors prior to any tree removals.	Developer	Development Services Dept.	Prior to the construction phase
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.	Developer	Development Services Dept	During construction phase

	Mitigation shall be conducted as follows: 1. Identify and evaluate paleontological resources by intense field survey where impacts are considered high; 2. Assess effects on identified sites; 3. Consult with the institutional/academic paleontologists conducting research investigations within the geological formations that are slated to be impacted; 4. Obtain comments from the researchers; 5. Comply with researchers' recommendations to address any significant adverse effects were determined by the City to be feasible. In considering any suggested mitigation proposed by the consulting paleontologist, the City's Community Development Department Staff shall determine whether avoidance is necessary and feasible in light of factors such as the nature of the find, project design, costs, Specific or General Plan policies and land use assumptions, and other considerations. If avoidance is unnecessary or infeasible, other appropriate measures (e.g., data recovery) shall be instituted. Work may proceed on other parts of the project site while mitigation for paleontological resources is carried out.			
3.8. Greenhouse Gases	Greenhouse Gas Mitigation 1: The site grading 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.

3.17. Transportation and Traffic	Traffic Mitigation Measure 1: The project applicant(s) shall contribute its fair share of the cost to provide public transit service and additional park-and-ride space for the plan area as determined by the City of Yuba City through participation in a benefit or assessment district or through a separate agreement between the applicant(s), the City of Yuba City, and Yuba-Sutter Transit. At a minimum, service is expected to include the following components. • Fixed-route bus service connecting the plan area to existing Yuba-Sutter Transit service with a minimum of hourly headways during normal operating hours. • Demand-responsive service meeting ADA paratransit requirements in the plan area. • Expansion of peak period (AM and PM) weekday commuter bus service to downtown Sacramento. • Expansion of park-and-ride space. Costs shall include the capital costs of transit vehicles and facilities as well as the operating and maintenance cost of the service beyond what would be paid for through the transportation development act (TDA) funding. Costs shall include the capital costs of transit vehicles and facilities as well as the operating and maintenance cost of the service beyond what would be paid for through the transportation	Developer, Public Works Dept.	Public Works Dept.	Prior to recordation of the subdivision map
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	development act (TDA) funding. Traffic Mitigation Measure 2: For Bogue Road/Sanborn Road - until this intersection is added to the City's Traffic Impact Fee Study Program, the project applicant(s) shall pay a fair-share to install a traffic signal at the Bogue Road/Sanborn Road intersection. If it is added to the City's Fee Study Program the project applicant(s) shall be responsible for complying with the Fee Study Program. Traffic Mitigation Measure 3: Lincoln Road Sanborn Road, until this intersection is added to the City's Traffic Impact Fee Study Program the project applicant shall pay a fair share to install a traffic signal and construct one left-turn lane and one shared through/right-turn lane on all approaches at the Lincoln Road/Sanborn Road intersection.			
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	Developer	Development Services Dept.	During construction phase

	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 52 has been satisfied.			
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ATTACHMENT 3

PLANNING COMMISSION RESOLUTION NO. PC 23-25

RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF YUBA CITY (PLANNING COMMISSION) RECOMMENDING THE CITY COUNCIL OF THE CITY OF YUBA CITY ADOPT AN UNCODIFIED ORDINANCE FOR A DEVELOPMENT AGREEMENT FOR THE SOHAL RANCH SUBDIVISION (TSM 22-02) BETWEEN THE CITY OF YUBA CITY AND THE BALBIR SOHAL FAMILY TRUST, TO DEVELOP 179 SINGLE-FAMILY LOTS ON 41.36 ACRES, LOCATED AT THE SOUTHEAST CORNER OF LINCOLN ROAD AND GEORGE WASHINGTON BOULEVARD (ASSESSOR'S PARCEL NUMBERS 065-010-005 and 065-010-006).

WHEREAS, the City received an application from Balbir Sohal Family for Tentative Subdivision Map (TSM) 22-02, Sohal Subdivision, to subdivide 41.36 acres into 179 single-family residential lots and two public use lots, and to develop the property at an overall project density of approximately 4.5 units per acre; and

WHEREAS, the two public use lots include a 0.11-acre site for a sewer lift station and a 2.63-acre (net) parcel for a City park. All of the new lots meet City development standards and will be provided full City services; and

WHEREAS, this property was recently annexed into Yuba City's city limits and the property owner wished to develop their property to urban levels; and

WHEREAS, there is also a requested Development Agreement that accompanies the subdivision, which must be approved by the City Council; and

WHEREAS, pursuant to the authority and criteria contained in the California Environmental Quality Act of 1970 ("CEQA"), with the City, as the Lead Agency, the Planning Commission reviewed related Environmental Assessment 22-06 which was prepared for this subdivision and the development agreement, (collectively "Project") considering a Mitigated Negative Declaration (MND) prepared for the Project, which concluded that this Project, with new mitigations as well as mitigations from the previously approved EIR for the Lincoln East Specific Plan (LESP), will not generate any new significant environmental impacts not previously considered by the LESP EIR; and

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

WHEREAS, on September 27, 2023, the Planning Commission concurrently conducted a duly noticed public hearing on TSM 22-02 and the Development Agreement, 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 22-02 and the Development Agreement, and all of the evidence received by the Planning Commission; and

WHEREAS, the Planning Commission now desires to recommend approval of the Development Agreement associated with TSM 22-02 to the City Council; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, BE IT RESOLVED the Planning Commission resolves and orders 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 Finding. The Planning Commission recommends that the City Council find and determine, that 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 finds 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 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. Development Agreement Findings. Pursuant to the Government Section Code 65864 through 65869.5 and in light of the record before it including the staff report and all attachments, and all evidence and testimony heard at the public hearing for this item, and in light of all evidence and testimony provided in connection with the entitlements for the Sohal Ranch Subdivision, the Planning Commission recommends the City Council make the following findings pertaining to the Development Agreement.
 - a. *The proposed Development Agreement is consistent with the goals and policies of the General Plan, its purposes, and applicable Specific Plan(s).*

Evidence: The proposed subdivision creating 179 single-family residential lots is
PC 23-25

consistent with the land use originally adopted as part of the Lincoln East Specific Plan (LESP) but that plan was later vacated; however, the land use pattern remains in effect as part of the General Plan. The Project's overall density of approximately 4.7 dwelling units per acre are consistent with the General Plan Land Use Element that provides for a density range of 2-8 dwellings per acre for the Low-Density Residential (LDR) designation. Consistent with General Plan Policy 6.1-I-3, this development will dedicate parkland to the City and pay in-lieu fees toward neighborhood parks in addition to the Park and Recreation development impact fee to contribute to the City's Park system. Consistent with General Plan Policy 4.4-I-1, the proposed project has designed residential streets with sidewalks, planting strips and traffic calming elements to create a pedestrian-friendly environment.

- b. *The Development Agreement is consistent with and furthers a number of goals and objectives identified in the City's General Plan.*

Evidence: This Project is consistent with the City's General Plan goals and policies including the established density ranges for LDR 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 R-1 development standards.

Overall, the Project proposed by the Development Agreement represents a productive use of site that is compatible with surrounding anticipate future neighboring uses and offers Yuba City residents new residential opportunities that will support retail, entertainment, and employment uses in the City.

- c. *Water Supply Assessment.*

Evidence: A water supply assessment is not required for this Project because the proposed 179 lot subdivision is less than the 500 dwelling unit threshold required by California Government Code Section 66473.7 (a) (1) and does not meet the definition of a subdivision to require a water supply assessment.

- d. *The project has adequate flood protection.*

Evidence: On August 16, 2022, the City Council of the City of Yuba City adopted Resolution No. 22-121, acting as the land use agency, accepting evidence in support of a finding of 200-year urban level of flood protection due to the facilities of the State Plan of Flood Control have been rehabilitated by the Sutter Buttes Flood Control Agency through the Feather River West Levee Project.

4. Recommendation of Approval of the Development Agreement. Based on the information provided above, the Planning Commission recommends to the City Council of Yuba City adopt and ordinance to approve a development agreement between the City of Yuba City and Balbir Sohal Family Trust, a copy of which is attached hereto as Exhibit A.
5. Effective Date of Resolution. This Resolution shall become effective immediately.

The foregoing Resolution was duly and regularly introduced, passed and adopted by the Planning Commission at a regular meeting thereof held on September 27, 2023, 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: Draft Ordinance to Adopt Development Agreement

EXHIBIT A

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF YUBA CITY APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF YUBA CITY AND BALBIR SOHAL FAMILY TRUST FOR THE SOHAL RANCH SUBDIVISION (SM 22-02), ON 41.36 ACRES LOCATED AT THE SOUTHEAST CORNER OF LINCOLN ROAD AND GEORGE WASHINGTON BOULEVARD (ASSESSOR'S PARCEL NUMBERS 065-010-005 and 065-010-006).

WHEREAS, the City received an application from Balbir Sohal Family for Tentative Subdivision Map (TSM) 22-02, Sohal Subdivision, to subdivide 41.36 acres into 179 single-family residential lots and two public use lots, and to develop the property at an overall project density of approximately 4.5 units per acre; and

WHEREAS, the two public use lots include a 0.11-acre site for a sewer lift station and a 2.63-acre (net) parcel for a City park. All of the new lots meet City development standards and will be provided full City services; and

WHEREAS, this property was recently annexed into Yuba City's city limits and the property owner wished to develop their property to urban levels; and

WHEREAS, pursuant to the authority and criteria contained in the California Environmental Quality Act of 1970 ("CEQA"), with the City, as the Lead Agency, the Planning Commission reviewed related Environmental Assessment 22-06 which was prepared for this subdivision and the development agreement, (collectively "Project") considering a Mitigated Negative Declaration (MND) prepared for the Project, which concluded that this Project, with new mitigations as well as mitigations from the previously approved EIR for the Lincoln East Specific Plan (LESP), will not generate any new significant environmental impacts not previously considered by the LESP EIR; and

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

WHEREAS, a development agreement between Balbir Sohal Family Trust and the City of Yuba City, is also proposed to extend the expiry period of the tentative subdivision map to 15-years and may be extended an additional 5-years, subject to City approval. Additionally, the agreement provides for funding for the development of neighborhood parks consistent with existing established land-use; and

WHEREAS, the development agreement was considered in Environmental Assessment (EA) 22-06, where a Mitigated Negative Declaration is proposed; and

WHEREAS, on September 27, 2023, the Planning Commission concurrently conducted a duly noticed public hearing on TSM 22-02 and the Development Agreement, 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, by a _____ vote the Planning Commission adopted a Resolution contingently approving TSM 22-02, subject to City Council approval of the Development Agreement and take related action regarding the project; and

WHEREAS, Sections 65864-65869.5 of the California Government Code authorize the City to enter into development agreements and requires the planning agency of the City to find the proposed Development Agreement to be consistent with the policies and programs of the General Plan and any applicable specific plan, which the Planning Commission has done; and

WHEREAS, Government Code Section 65865 authorizes the City to enter into development agreements with any person having a legal or equitable interest in real property, which interest Developer has in the affected property; and

WHEREAS, pursuant to California Government Code Sections 65867 and 65090, the City published a legal notice of the public hearing regarding the proposed Development Agreement to be held by the City Council on _____. In addition, a public hearing notice was mailed to each property owner within at least 300 feet of the project site, indicating the date and time of the public hearing regarding the Development Agreement; and

WHEREAS, the City Council considered the provisions of the Development Agreement at a public hearing on _____, and all interested parties were given an opportunity to be heard regarding the Agreement, and thereafter the City Council introduced this Ordinance; and

WHEREAS, the City Council has adopted a Mitigated Negative Declaration in connection with Tentative Subdivision Map TSM 22-02, related to the Sohal Ranch Subdivision; and

WHEREAS, the Development Agreement was assessed by the Mitigated Negative Declaration, which identified that implementation of the proposed Project would require certain approvals, including approval of the Development Agreement by the City, and which Development Agreement was included within the scope of the project and was environmentally assessed in the Initial Study; and

WHEREAS, all other legal prerequisites to the adoption of this Ordinance have occurred, and the City Council desire to approve a Development Agreement between the City of Yuba City and Balbir Sohal Family Trust by adoption of this Ordinance.

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

1. Recitals: The City Council hereby finds that all of the facts set forth in the recitals above are true and correct and incorporated herein.
2. California Environmental Quality Act (CEQA) Findings: 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 City Council adopts 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 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 authorizes 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. Development Agreement Findings: Pursuant to the Government Section Code 65864 through 65869.5 and in light of the record before it including the staff report (and all attachments), and all evidence and testimony heard at the public hearing for this item, and in light of all evidence and testimony provided in connection with the entitlements for the Sohal Ranch Subdivision, the City Council makes the following findings pertaining to the Development Agreement.

- a. *The proposed Development Agreement is consistent with the goals and policies of the General Plan, its purposes, and applicable Specific Plan(s).*

Evidence: The proposed subdivision creating 179 single-family residential lots is consistent with the land use originally adopted as part of the Lincoln East Specific Plan (LESP) but that plan was later vacated; however, the land use pattern remains in effect as part of the General Plan. The Project's overall density of approximately 4.7 dwelling units per acre are consistent with the General Plan Land Use Element that provides for a density range of 2-8 dwellings per acre for the Low-Density Residential (LDR) designation. Consistent with General Plan Policy 6.1-I-3, this development will dedicate parkland to the City and pay in-lieu fees toward neighborhood parks in addition to the Park and Recreation development impact fee to contribute to the City's Park system. Consistent with General Plan Policy 4.4-I-1, the proposed project has designed residential streets with sidewalks, planting strips and traffic calming elements to create a pedestrian-friendly environment.

- b. *The Development Agreement is consistent with and furthers a number of goals and objectives identified in the City's General Plan.*

Evidence: This Project is consistent with the City's General Plan goals and policies including the established density ranges for LDR 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 R-1 development standards.

Overall, the Project proposed by the Development Agreement represents a productive use of site that is compatible with surrounding anticipate future neighboring uses and offers Yuba City residents new residential opportunities that will support retail, entertainment, and employment uses in the City.

c. Water Supply Assessment.

Evidence: A water supply assessment is not required for this Project because the proposed 179 lot subdivision is less than the 500 dwelling unit threshold required by California Government Code Section 66473.7 (a) (1) and does not meet the definition of a subdivision to require a water supply assessment.

d. The project has adequate flood protection.

Evidence: On August 16, 2022, the City Council of the City of Yuba City adopted Resolution No. 22-121, acting as the land use agency, accepting evidence in support of a finding of 200-year urban level of flood protection due to the facilities of the State Plan of Flood Control have been rehabilitated by the Sutter Buttes Flood Control Agency through the Feather River West Levee Project.

5. Approval of the Development Agreement. Based upon the findings outlined in Sections 2-4 above, the City Council adopts an ordinance to approve a Development Agreement between the City of Yuba City and Balbir Sohal Family Trust, a copy which is attached hereto as Attachment "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. Effective Date: This ordinance shall be in full force and effect thirty (30) days after its passage. However, the Agreement shall not become operative until the affected property is annexed into the City within the time specified by the Agreement.
8. Certification: The City Clerk shall certify to the adoption of this ordinance, and shall cause the same to be posted and codified in the manner required by law.

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

AYES:

NOES:

ABSENT:

Wade Kirchner, Mayor

ATTEST:

Ciara Wakefield, City Clerk Administrator

APPROVED AS TO FORM:

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

Attachment "A": Sohal Ranch Subdivision (TSM 22-02) Development Agreement

ATTACHMENT "A"

**SOHAL RANCH SUBDIVISION
DEVELOPMENT AGREEMENT**

Recording Requested by:

Development Services Department
City of Yuba City
1201 Civic Center Blvd.
Yuba City, CA

When Recorded Mail To:

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

DOCUMENT WILL BE RETURNED TO NAME &. ADDRESS IDENTIFIED ABOVE

[Space Above for Recorder's Use]

DEVELOPMENT AGREEMENT

by and between

BALBIR SOHAL FAMILY TRUST

and

CITY OF YUBA CITY

A General Law City

(Sohal Ranch Development Agreement)

DEVELOPMENT AGREEMENT

by and between

NARJIT SOHAL

AND BALBIR SOHAL AS TRUSTEES OF THE BALBIR

SOHAL FAMILY 2016 TRUST

and

CITY OF YUBA CITY,
A General Law City

(Sohal Ranch Development Agreement)

THIS DEVELOPMENT AGREEMENT dated , 2023 (Effective Date), at Yuba City, California (hereinafter referred to as "Agreement"), is entered into by and between Narjit Sohal And Balbir Sohal As Trustees Of The Balbir Sohal Family 2016 Trust(hereinafter referred to as "Sohal Ranch Landowner," "Landowner" or "Developer") and the City of Yuba City, a general law city, created and existing under the laws of the State of California (hereinafter referred to as "the City"), pursuant to the authority of Sections 65864-65869.5 of the Government Code of the State' of California.

RECITALS

A. State Authorization. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Section 65864 *et seq.* of the Government Code (the "Development Agreement Statute"), which authorizes the City to enter into a binding property development agreement with any person having a legal or equitable interest in real property for the development associated with such property in order to establish certain development rights in the property which is the subject of the development project application.

B. City Procedure and Requirements. The City has implemented the provisions of Government Code Section 65864 *et seq.* and is authorized to enter into development agreements with persons having legal or equitable interests in real property located in the City.

C. Landowner. The Landowner is Balbir S. Sohal and Narjit K. Sohal as trustees of the Balbir Sohal Family 2016 Trust, dated June 8, 2016.

D. Property. The subject of this Agreement is the development of that certain property commonly known as Sohal Ranch, consisting of approximately 41.36 acres located in the County of Sutter, as described in Exhibit A-I and depicted in Exhibit A-2, attached hereto and incorporated herein by reference (referred to as "the Property"). Landowner owns the Property in fee and represents that all other persons holding legal or equitable interests in the Property shall be bound by this Agreement.

E. Lincoln East Specific Plan (“Specific Plan” or “LESP”). The Property is located within the area that used to be part of the Lincoln East Specific Plan. The LESP was rescinded by action of the City Council by adoption of Ordinance 009-21 on October 19, 2021.

F. Project. The development of the Property is in accordance with the City's General Plan, as amended, and approval of Tentative Subdivision Map 22-02 and Environmental Assessment 22-06, referred to herein as the “Project.”

G. The Mitigated Negative Declaration. The City examined the environmental effects of this Agreement and the Development Approvals in the Mitigated Negative Declaration (the “MND”) (SCH No. 2023090155) prepared pursuant to the California Environmental Quality Act (CEQA). The City Council reviewed and approved the MND as adequate and complete as part of the approval of the Development Approvals.

H. Purposes. The Landowner and City desire to enter into an agreement for the purpose of implementing the plan for subdividing and development of Sohal Ranch as set forth herein and Development Approvals and for mitigating the environmental impacts of such development as identified in the environmental document. The City has an expressed interest in ensuring the proper growth of the community by entering into Development Agreements as a method whereby a level of assurance can be achieved to meet that interest. The City has determined that the development of Sohal Ranch pursuant to the proposed Tentative Subdivision Map 22-02 is a development for which a Development Agreement is appropriate. A Development Agreement will provide certain benefits to the City; will eliminate uncertainty in the City's land use planning for and secure orderly development of the Property in accordance with the policies and goals set forth in the City's General Plan. The Landowner has incurred and will incur substantial costs in order to comply with the conditions of approval and to assure development of the Property in accordance with this Agreement. In exchange for these benefits to the City and the public, the Landowner desires to receive assurance that the City shall grant permits and approvals required for the development of the Property in accordance with the Existing City Laws, subject to the terms and conditions contained in this Agreement. In order to effectuate these purposes, the Parties desire to enter into this Agreement.

I. Entitlements Needed Prior to the Development Agreement. The application for approval of this Agreement and the appropriate CEQA documentation required for approval of this Agreement, including:

- Tentative Subdivision Map 22-02 (approvals may occur after adoption of the Development Agreement).
- Environmental Assessment 22-06 (Approval of the Mitigated Negative Declaration).

The entitlements are collectively referred to as “Development Approvals.”

J. Reserved.

K. Development Agreement Adoption. After conducting a duly noticed public hearing and making the requisite findings, the City Council, by the adoption of an

Ordinance approved this Agreement and authorized its execution. The City has determined that this Agreement furthers the public health, safety and general welfare, that the provisions of this Agreement are consistent with the goals and policies of the General Plan and the provision of a neighborhood park and payment of fees as specified in Section 4.2.6 and 4.2.7 of this Agreement is a community benefit. The City and Developer have determined that the project is a development for which this Agreement is appropriate. This Agreement will eliminate uncertainty regarding Development Approvals and certain subsequent development approvals, thereby encouraging planning for, investment in and commitment to use and develop the Property. Continued use and development of the Property is anticipated to, in turn, provide the following substantial benefits and contribute to the provision of needed infrastructure for area growth, thereby achieving the goals and purposes for which the Development Agreement laws were enacted, including (1) providing for the development of unused land; (2) providing increased tax revenues for the City; (3) providing for jobs and economic development in the City; and (4) providing for infrastructure improvements that can be utilized by regional users and future users.

L. Consistency with Yuba City General Plan. Development of the Property in accordance with this Agreement will provide for orderly growth and development in accordance with the policies set forth in the City General Plan, as amended and the Development Approvals. Having duly examined and considered this Agreement and having held properly noticed public hearings hereon, the City Council finds and declares that this Agreement is consistent with the General Plan of the City and with the Development Approvals.

M. Landowner Payments for the Costs of Public Infrastructure, Facilities, and Services. Landowner agrees to pay the costs of such City of Yuba City public facilities and services as herein provided to mitigate impacts of the development of the Property, and City agrees to assure that Landowner may proceed and complete development of the Property, in accordance with the terms and conditions of this Agreement. City's approval of development of the Property as provided herein is in reliance upon and in consideration of Landowner's agreement to make such payments toward the costs of public improvements and services as herein provided to mitigate the impacts of development of the Property.

N. Development Agreement Ordinance. City and Landowner have taken all actions mandated by and fulfilled all requirements set forth in the California Government Code Sections 65864 through 65869.5 regulating the use of development agreements.

O. Flood Hazard. The City has imposed conditions on the project that will protect the property to the urban level of flood protection in urban and urbanizing areas. Such conditions may also be implemented as conditions of tentative maps or other entitlements.

NOW THEREFORE, pursuant to the authority contained in Government Code Sections 65864-65869.5, and in consideration of the mutual covenants and promises contained herein, the adequacy and sufficiency of which is hereby acknowledged, the Landowner and the City, each individually referred to as a Party and collectively referred to as the Parties ("Parties"), agree as follows:

AGREEMENT

1. General Provisions.

1.1 Incorporation of Recitals. The Preamble, the Recitals and all defined terms set forth in both, are hereby incorporated in this Agreement as if set forth herein in full.

1.2 Definitions. In addition to the defined terms in the Preamble and the Recitals, each reference in this Agreement to any of the following terms shall have the meaning set forth below for each such term. Certain other terms shall have the meaning set forth for such term in this Agreement.

1.2.1 Approvals. Any and all permits or approvals of any kind or character required under the City Laws in order to develop the Project, including, but not limited to, architectural review approvals, building permits, site clearance and demolition permits, grading permits and utility connection permits.

1.2.2 City Laws. The ordinances, resolutions, codes, rules, regulations and official policies of the City govern the permitted uses of land, density, design, improvements and construction standards and specifications applicable to the development of the Property. Specifically, but without limiting the generality of the foregoing, City Laws shall include the City's General Plan, the Zoning Regulations of the City of Yuba City, and the Subdivision Regulations of the City of Yuba City.

1.2.3 Conditions. All conditions, exactions, fees or payments, dedication or reservation requirements, obligations for on or off-site improvements, services or other conditions of approval called for in connection with the development of or construction on the Property under the existing City Laws, whether such conditions of approval constitute public improvements, or mitigation measures in connection with environmental review of any aspect of the Project.

1.2.4 Director. The Director of the Development Services Department.

1.2.5 Existing City Laws. The City Laws in effect as of the Effective Date of this Agreement.

1.2.6 Laws. The laws and Constitution of the State of California, the laws and Constitution of the United States and any codes, statutes or executive mandates in any court decision, state or federal, thereunder.

1.2.7 Mortgagee. "Mortgagee" means: (a) the holder of the beneficial interest under a Mortgage; (b) the lessor under a sale and leaseback Mortgage; and (c) any successors, assigns and designees of the foregoing.

1.2.8 Party. A signatory to this Agreement: or a successor or assign of a signatory to this Agreement.

1.2.9 Property. The Property is that property described and shown on Exhibits A-1 and A-2. It is intended and determined that the provisions of this

Agreement shall constitute covenants which shall run with the Property and the benefits and burdens hereof shall bind and inure to all successors-in-interest to the parties hereto.

2. Effective Date: Term.

2.1 Recordation. Not later than ten (10) days after the Effective Date, the Parties shall cause this Agreement to be recorded in the Official Records of the County of Sutter, State of California, as provided for in Government Code Section 65868.5. However, failure to record this Agreement within ten (10) days shall not affect its validity or enforceability by and between the Parties.

2.2 Term. Except as provided herein, the term of this Agreement shall commence on the Effective Date and terminate fifteen (15) years thereafter; provided, however, that the initial term may be extended for an additional five (5) year term upon approval by the City Council after first receiving a recommendation by the Planning Commission, if the Parties have not completed their obligations pursuant to Section 4 ("Term"), for a total of twenty (20) years. Following the expiration of the Term, this Agreement shall be deemed terminated and be of no further force and effect; provided, however, said termination of the Agreement shall not affect any right or duty emanating from City Entitlements on the Property approved concurrently with or subsequent to the approval of this Agreement.

3. General Development of the Project.

3.1 Project: Vested Entitlements.

3.1.1 Reserved.

3.1.2 Development of the Property shall be governed by this Agreement, and the Development Approvals. This Agreement does not impose affirmative obligations on the Landowner to commence development of the Project, or any phase thereof, in advance of its decision to do so.

3.1.3 The permitted uses of the Property, the density and intensity of use, including, but not limited to, minimum landscape areas, maximum lot coverage, minimum and maximum number of parking spaces, and the allowable floor area ratios), and provisions for public improvements and all mitigation measures and conditions required or imposed in order to minimize or eliminate environmental impacts or any impacts of the Property applicable to development of the Property, are as set forth in ordinances, policies, and standards in effect as of the Effective Date and are hereby vested subject to the provisions of this Agreement ("Vested Entitlements").

3.2 Project Phasing. Landowner and City acknowledge and agree that the Project is designed to be developed in phases. The Parties also acknowledge and agree that presently the Landowner cannot predict the timing of the Project phasing. Because the California Supreme Court held in *Pardee Construction Co. v. City of Camarillo* (1984) 37 Cal.3d 465, that failure of the Parties therein to provide for the timing of development resulted in a later-adopted initiative restricting the timing of development to prevail over the Parties' agreement, it is the Parties' intent to cure that deficiency by acknowledging and providing that the Landowner shall have the right to

develop the building components of the Project in phases in accordance with the Development Approvals and at such times as the Landowner deems appropriate within the exercise of its subjective business judgment and the provisions of this Agreement.

3.3 Other Government Permits. The Landowner or City (whichever is appropriate) shall apply for such other permits and approvals from other governmental or quasi-governmental agencies having jurisdiction over the Project (such as public utility districts, Gilsizer County Drainage District, the U.S. Army Corps of Engineers, or Cal Trans) as may be required for the development of, or provision of services to, the Project. The City shall promptly and diligently cooperate, at no cost or damage to the City, with the Landowner in its endeavors to obtain such permits and approvals and, from time-to-time at the request of the Landowner, and shall attempt with due diligence and in good faith to enter into binding agreements with any such entity in order to assume the availability of such permits and approvals of services. To the extent allowed by law, the Landowner shall be a party or third-party beneficiary to any such agreement and shall be entitled to enforce the rights of the Landowner or City thereunder or the duties and obligations of the parties thereto.

3.4 Additional Fees. Except as set forth in this Agreement, the City shall not impose any further or additional fees, taxes or assessments, whether through exercise of the police power, the taxing power, or any other means, other than those required by Existing City Laws and this Agreement, provided that:

3.4.1 Community Facilities District. Prior to the approval of any final map within the area covered by this Agreement, the Developer shall be required to enter into a Community Facilities District ("CFD") or similar funding mechanism acceptable to the City for the purpose of funding on-going operational costs for police, fire, and other government services and for the on-going maintenance costs for road and park facilities.

Developer shall cooperate in the formation or annexation to the CFD or funding mechanism, and irrevocably consents herewith to the levy of such special taxes, establishment of funding mechanisms, or collection of other fees or charges, as are necessary to fund the operational and/or maintenance costs.

3.4.2 The City may charge the Landowner the standard processing fees for land use approvals, building permits and other similar permits, which are in force and effect on a City-wide basis at the time application is submitted for those permits.

3.4.3 City shall have the authority to enact or increase development impact fees provided the fees are consistent with the fees applied to other properties in the City or area wide that is similarly situated.

3.4.4 If the City exercises its taxing power in a manner which will not change any of the conditions applicable to the Project and so long as any taxes are uniformly applied on a City-wide or area-wide basis, as defined below, the Property may be so taxed, which tax shall be consistent with the taxation of other properties in the City or area wide that is similarly situated.

3.4.5 If state or federal laws are adopted which enable cities to impose fees on existing projects and if, consequently, the City adopts enabling legislation and imposes fees on existing projects on a City-wide basis, these fees may be imposed on

the Project, which fees shall be consistent with the fees imposed on other properties in the City similarly situated.

3.4.6 Landowner shall pay the following fees:

i. City-wide development impact fees, which may include but not be limited to:

- Parks and Recreation
- Community Civic Center
- Fire Protection
- Library Services
- Police Protection
- Roadways/Traffic
- Flood Protection/Levee Improvements
- City Corporation Yard
- Drainage
- Administration Component
- Connection and Trunk Line Fees (Water and Sewer)
- Applicable County development impact fees

ii. A supplement to the Park and Recreation Development Impact Fee shall be paid pursuant to Section 4.2.6 of this Agreement.

iii. Any fees that Developer is obligated to directly pay to any Federal, State, County or local agency (other than any City Agency) under applicable Federal, State, County or local law.

iv. Any fees the City is legally required to collect for other State or Federal agencies pursuant to State or Federal law or any City agreement or City ordinance that the City is legally mandated or required to adopt or enter into to comply with State or Federal law or a judgment of a court of law, but only to the extent necessary to satisfy such compliance.

Fees shall be paid at the then-applicable rate in effect at the time building permits are obtained. Certain City fees may be deferred to prior to issuance of a certificate of occupancy if otherwise allowed by City ordinance, regulation, or policy.

The parties also acknowledge that the City is currently assessing a publicly administered fee program for the area. If adopted, this program may impose fee(s) applicable to the entire area including the Property. Landowner agrees to pay such fee(s) once adopted by the City. Nothing in this Agreement shall preclude Landowner from objecting to or contesting the adoption of the fees in the same manner as any other member of the public.

3.4.7 The Parties acknowledge that the provisions contained in this Section 3.4 are intended to implement the intent of the Parties that the Landowner has the right to develop the Project pursuant to specified and known criteria and rules, and that the City receives the benefits which will be conferred as a result of such

development without abridging the right of the City to act in accordance with its powers, duties and obligations.

3.5 Applicable Laws and Standards. Notwithstanding any change in any Existing City Law, including but not limited to, any change by means of ordinance, resolution, initiative, referendum, policy or moratorium, and except as otherwise provided in this Agreement, the laws and policies applicable to the Property are set forth in Existing City Laws (regardless of future changes in these by the City), and this Agreement. The Project has vested rights to be built and occupied on the Property, provided that the City may apply and enforce the Uniform Building Code (including the Uniform Mechanical Code, Uniform Electrical Code and Uniform Plumbing Code) and Uniform Fire Code and all applicable hazardous materials regulations in effect at the time the Landowner applies for any particular building permits for any particular building or other development aspect of the Project.

3.6 Application of New Laws. Nothing herein shall prevent the City from applying to the Property new federal, state or City Laws that are not inconsistent or in conflict with the Existing City Laws or the intent, purposes or any of the terms, standards or conditions of this Agreement; and which do not alter the terms, impose any further or additional fees or impose any other conditions requiring additional traffic improvements requirements or additional off-site improvements that are inconsistent with this Agreement or the intent of this Agreement. Any action or proceeding of the City that has any of the following effects on the Project shall be considered to be in conflict with this Agreement and the existing City Laws, and shall not be applied by the City to the Project or this Agreement:

3.6.1 Limiting the uses permitted on the Property;

3.6.2 Limiting or reducing the density or intensity of uses, the maximum height, the allowable floor area ratios, the required number of parking spaces, increasing the amount of required landscaping or reservations and dedications of land for public purposes;

3.6.3 Limiting the timing or phasing of the Project in any manner that is inconsistent with or more restrictive than the provisions of this Agreement;

3.6.4 Limiting the location of building sites, grading or other improvement on the Property in a manner that is inconsistent with or more restrictive than the limitations included in this Agreement; or

3.6.5 Applying to the Project or the Property any law, regulation, or rule restricting or affecting a use or activity otherwise allowed by this Agreement.

3.7 Moratorium, Quotas, Restrictions, or Other Limitations. Without limiting the City's standard application processing procedures, no moratorium or other limitation affecting building permits or other land use entitlements, or the rate, timing or sequencing thereof shall apply to the Project.

3.8 Easements: Improvements. The City shall cooperate with the Landowner in connection with any arrangements for abandoning existing utility or other easements and facilities and the relocation thereof or creation of any new easements

within the Property necessary or appropriate in connection with the development of the Project.

3.9 Farming Rights. The City shall acknowledge that the Landowner shall have the right to continue to farm the non-developed portion of the property until such time as development becomes feasible.

4. Developer Obligations

4.1 Public Improvements: Developer shall be responsible for constructing and financing the public infrastructure improvements necessary to serve the Project. Developer agrees to dedicate, construct or acquire the improvements or facilities and to perform the obligations set forth in this Section at its expense, subject only to those reimbursements and credits as specified in this Agreement. Public infrastructure improvements shall be designed and constructed in accordance with the improvement plans approved by City for such improvements, and in accordance with the requirements and regulations pursuant to California State law.

4.2 Developer Obligations. Developer shall be obligated to construct and finance the public infrastructure improvements as called out in the BSMP Public Facilities Finance Plan and as provided below, in accordance with the BSMP and consistent with the City's infrastructure Master Plans. Developer shall be required to post appropriate financial security with City prior to recordation of Final Maps, consistent with Project conditions of approval and as called out in the Public Facilities Financing Plan. The developer may be entitled to fee credits as provided in Section 5.1.

4.2.1 Roads. Roads shall be constructed per the approved phased infrastructure improvement matrix per the tentative map conditions of approval, and as provided in the approved tentative maps or other discretionary City permits. On-site improvements shall be as per project approvals and approved improvement plans.

4.2.2 Lincoln Road Frontage Improvements for 2810 Lincoln Road and 2836 Lincoln Road. Developer agrees to construct roadway improvements along the frontage of 2810 Lincoln Road and 2836 Lincoln Road in accordance to the road section shown on the Sohal Ranch Tentative Map SM 22-02 or as otherwise approved by the Community Development Director. The City agrees to obtain all right-of-way and reimburse Developer for associated roadway construction improvement construction at the time of City acceptance of public improvements. The City shall reimburse the Developer actual costs including surveying, design, construction, permitting, staking, environmental, etc. at the time City acceptance of public improvements. The City shall perform all right-of-way acquisition at their sole cost and expense prior to Developer starting work. If the City is not able to or elects not to obtain additional right-of-way, the City could consider modification of the road section improvements for developer implementation to avoid additional right-of-way needs.

4.2.3 Storm Drainage. Developer shall provide necessary on-site and off-site improvements for storm drainage consistent with Project conditions of approval and as required by the City. Improvements shall be constructed for the approved phased infrastructure improvement per the tentative map conditions of approval and as provided in the approved tentative maps or other discretionary City permits.

4.2.4 Sewer. Developer shall construct sewer lines consistent with the Master Plan and conditions of approval of the tentative maps and other discretionary City permits. Improvements shall be constructed for the approved phased infrastructure improvement per the tentative map conditions of approval, Planned Development, and as provided in the approved tentative maps or other discretionary City permits.

4.2.5 Water. Developer shall construct water line improvements consistent with the Master Plan and conditions of approval of the tentative maps and other discretionary City permits. Developer shall also be responsible for all on-site water line improvements. Improvements shall be constructed for the approved phased infrastructure improvement per the tentative map conditions of approval, Planned Development, and as provided in the approved tentative maps or other discretionary City permits.

4.2.6 Neighborhood Park Impact Fee. Developer shall pay to City a supplement to the Park and Recreation Development Impact Fee to cover development of a neighborhood park in the amount of \$3,206 per single-family residential unit and \$2,298 per multifamily unit, prior to issuance of a certificate of occupancy for each lot developed. Said fee shall be considered in addition to the City's existing Park and Recreation development impact fee specified in Section 3.4.6 of this Agreement. This fee is subject to inflation utilizing the Engineering News and Record Construction Index beginning January 2020. This section shall become inoperative should the City adopt a comprehensive Park and Recreation Development Impact fee update where neighborhood parks are incorporated into the City's fee program. Neighborhood Park Supplement Development Impact Fees acquired or earned prior to a comprehensive Park and Recreation Development Impact fee will remain to be considered Park and Recreation fee credits or reimbursements.

4.2.7 Onsite Neighborhood Park. Developer agrees to dedicate to the City an approximate 2.6-acre neighborhood park as shown on the tentative map and construct adjacent frontage improvements prior to obtaining the ninety-eighth (98) building permit within the subdivision. The dedication shall include the park land, access to the parkland, and frontage adjacent to the parkland. The frontage improvements shall consist of curb, gutter, sidewalk, and roadways improvements consistent with City standards. The Developer will not be obligated to construct any onsite improvements other than to grade the site to drain consistent with City standards. The City agrees to grant Developer fee credits in the value of these improvements in exceedance of developer neighborhood impact fee obligation. The Developer shall be able to use 100 percent of the impact fee credits earned, for Development within the Sohal Ranch Subdivision. Fee Credits will be subject to inflation utilizing the Engineering News and Record Construction Index beginning January 2024. Both the Developer and City acknowledge that the City is considering a comprehensive Park and Recreation Development Impact fee which incorporates neighborhood park development and at such time, the requirement for the supplement to the Park and Recreation Development Impact Fee will become inoperative.

4.3 Reimbursement by Developer to Third Parties. In the event that facilities, including, but not limited to, roadway, sewer, water, drainage, and parks are constructed by third parties which benefit Developer, Developer agrees that it will pay to City for reimbursement to the third parties, Developer's pro-rata share, as reasonably determined by the City, of the cost of construction prior to the issuance of the first building permit in the Project.

Third party reimbursement will include, in addition to construction costs, those costs associated with planning, design and permitting as set forth in Section 4.1 of this Agreement.

4.4 Covenants, Conditions and Restrictions; Enforcement by City. Upon the recordation of each final subdivision map or other development project, Developer shall record against such portion of the Property a master set of covenants, conditions and restrictions ("CC&R's") to require the development and use of the property to be consistent with the Project Entitlement development plan or other appropriate City designation and applicable design guidelines for the Project. The CC&R's shall include the covenants that all structures and landscaping within the Project are to be built, installed and maintained in accordance with the Master Plan and subject to an obligation to obtain design approval from the City prior to any construction or modification of such improvements. The CC&R's shall provide that the City shall be a third-party beneficiary thereof and may not be amended without the City's consent. As a third-party beneficiary, the City shall have the right, but no obligation, to review and/or enforce any covenant under the CC&R's and the City shall not be obligated hereby to respond to any demands or complaints thereunder or otherwise take any action with respect thereto. The CC&R's shall give the City the same rights as any other owner of record and enforce liens to recover the costs of such enforcement, which may include costs to perform maintenance obligations, remove trash or debris, tow any unlawfully parked vehicles, or other such violations, all at the cost of any defaulting party. The form of such CC&R's shall be subject to the review and approval by the City Attorney, which shall not be unreasonably withheld, prior to recordation thereof and prior to any amendment thereof that may affect the City's enforcement rights thereunder. City acknowledges that Developer shall not be obligated by the foregoing to form a homeowner's association.

4.5 Reimbursement for City Costs. Developer shall reimburse City for all of City's costs incurred in the drafting, negotiating, development, and implementation of this Agreement, including, but not limited to, the annual review pursuant to Section 6.1. Said costs shall include, but not be limited to, the full cost recovery of all City's staff time and City's attorney fees. This Agreement shall not take effect until the City costs, as provided for in this section, owed by Developer to City are paid to the City.

4.6 Building and Site Design. Developer shall comply with the design intent in the City-wide adopted Design Guidelines.

5. Reimbursement and Fee Credits, Financing, and Right-of Way

5.1 Reimbursement to Developer for Oversizing

5.1.1 Developer agrees the City may require Developer to construct certain on-site and off-site improvements in a manner that provides for oversize or excess capacity beyond that size or capacity needed to serve the project (collectively "Oversizing") so that the constructed improvement will be available to serve other development or residences or facilities outside of the Property. The City shall not require any Oversizing from the Developer except in connection with project approvals or in Development Approvals, and in accordance with the provisions of the Subdivision Map Act. Developer may be entitled to a fee credit or reimbursement for Oversizing improvements per Section 5 of this Agreement.

5.1.2 In the event that City requires Developer to install a specific improvement (for example, a traffic signal), Developer's obligation to pay the relevant development impact fees otherwise owed under this Agreement regarding the category

of improvement the Developer is installing shall be satisfied by the installation of such improvement in the manner mutually agreed upon by the City and the Developer so long as the amount of the development impact fees for this category of improvement does not exceed the cost of such improvement. City shall accept Developer's dedication of such improvements, consistent with the terms and conditions of this Agreement.

By entering into this Agreement, City and Developer agree that certain facilities, including, but not limited to, roadway, sewer, water, and drainage will be constructed by Developer pursuant to this Agreement which will benefit third-party landowners. Developer shall be entitled to a fee credit for any such facilities to the extent they benefit third party landowners in an amount as reasonably determined by the City. If Developer's fee credit for a particular facility exceeds the amount of the fee owed, except for Neighborhood Park requirements per 4.2.6 and 4.2.7, then Developer shall be reimbursed for the amount the fee credit exceeds the fee owed by the benefited third-party landowners. Developer shall request the City enter into a Reimbursement/Fee Credit Agreement, which shall specify the reimbursement calculations and amounts as determined by the City. The Reimbursement/Fee Credit Agreement will require future development by third-party landowners benefiting from the Oversizing to reimburse Developer's pro-rata share for a period of up to fifteen (15) years from the installation of the oversizing or other qualifying improvements benefiting third-party landowners, provided, that Developer shall have the right to extend the initial fifteen (15) year period with a single five (5) year extension request. The extension request must be received, by the City, in writing six months prior to the expiration of the Reimbursement Agreement. The City Council is authorized to enter into a Reimbursement/Fee Credit Agreement on behalf of the City subject to approval as to legal form by the City Attorney. The Developer shall have the right to sell or transfer reimbursements/fee credits to other Developer or projects within the City of Yuba City.

5.1.3 Reimbursement Calculations. City will provide Developer with the available documentation showing the basis for the reimbursement amounts pursuant to Section 4.1. The reimbursement obligations provided in this Agreement will be in amounts as reasonably determined by the City.

5.1.4 Reimbursement Personal to Constructing Owner. All rights to reimbursement created pursuant to Section 4.1 shall be personal to the owner installing the improvements and shall not run with the land unless such rights are expressly assigned in writing.

5.2 City's Consideration of Public Financing for Project Improvements. Development of the Project requires the investment of significant capital to fund the Project's necessary major infrastructure. Developer may, at its discretion, seek public financing mechanism for financing the construction, improvement or acquisition of major infrastructure. At the request of Developer, the City may consider the use of finance districts, special assessment districts, and other similar project-related public financing mechanisms to fund the Project's necessary infrastructure.

5.3 Right-of-Way Acquisition. With respect to the acquisition of any off-site interest in real property required by Developer in order to fulfill any condition required by the Project or the Entitlements, Developer shall make a good faith effort to acquire the necessary interest by private negotiations at the fair market value of such interest. If, after such reasonable efforts, Developer has been unable to acquire such interest and provided that

Developer (i) provides evidence of a good faith effort to acquire the necessary property interest to the reasonable satisfaction of City and (ii) agrees to pay the cost of such acquisition, including reasonable attorney's fees, City shall make an offer to acquire the necessary property interest at its fair market value. If such offer has not been accepted within 60 days, City agrees, to the extent permitted by law, to cooperate and assist Developer in efforts to obtain such necessary property interest. Any such acquisition by City shall be subject to City's good faith discretion, which is expressly reserved by City, to make the necessary findings, including a finding thereby of public necessity, to acquire such interest. Subject to the reservation of such good faith discretion, the City shall schedule the necessary hearings, and if approved by City, thereafter, prosecute to completion the proceedings and action to acquire the necessary property interests by power of eminent domain.

Developer shall fund all costs of the acquisition of such necessary property interests, including reasonable attorney's fees and court costs in the event that such acquisition and/or condemnation is necessary.

6. Annual Review.

6.1 Good Faith Compliance. Developer shall annually provide documentation of good faith compliance with this agreement per Govt. Code Section 65865.1 to the City. The City may, at least every twelve (12) months, during the Term of this Agreement, conduct a public meeting to review the extent of good faith substantial compliance by Landowner with the terms of this Agreement at Landowner's expense. Such periodic review shall be limited in scope to compliance with the terms of this Agreement pursuant to Government Code Section 65865.1. Notice of such annual review will be provided by the Development Services Director to Landowner thirty (30) days prior to the date of the public meeting by the Planning Commission and shall include the statement that any review may result in amendment or termination of this Agreement as provided herein. A finding by the City of good faith compliance by the Landowner with the terms of Agreement shall conclusively determine the issue up to and including the date of such review. Nothing in this Section shall be deemed to create a duty of responsibility of City or Landowner or define an event of default that but for such concurrent review would not have been so created or defined.

6.2 Failure to Comply in Good Faith. If the City Council makes a finding that the Landowner has not complied in good faith with the terms and conditions of this Agreement, the City shall provide written notice to the Landowner describing: (i) such failure to comply with the terms and conditions of this Agreement (referenced to herein as a "Default"); (ii) the actions, if any, required by the Landowner to cure such Default; and (iii) the time period within which such Default must be cured. The Landowner shall have, at a minimum, thirty (30) business days after the date of such notice to cure such Default, or in the event that such Default cannot be cured within such thirty (30) day period but can be cured within one (1) year, the Landowner shall have commenced the actions necessary to cure such Default and shall be diligently proceeding to complete such actions necessary to cure such Default within thirty (30) days from the date of notice. If the Default cannot be cured within one (1) year, as determined by the City during periodic or special review, the City Council may modify or terminate this Agreement as provided in Section 6.4 and Section 6.5.

6.3 Failure to Cure Default. If the Landowner fails to cure a Default within the time periods set forth above, the City Council may modify or terminate this Agreement as provided below.

6.4 Proceedings Upon Modification or Termination. If, upon a finding under Section 6.2 and the expiration of the cure period, the City determines to proceed with modification or termination of this Agreement, the City shall give written notice to the Landowner of its intention to do so. The notice shall be given at least fifteen (15) calendar days before the scheduled hearing and shall contain:

6.4.1 The time and place of the hearing;

6.4.2 A statement as to whether or not the City proposes to terminate or to modify the Agreement; and

6.4.3 Such other information as is reasonably necessary to inform the Landowner of the nature of the proceeding.

6.5 Hearings on Modification or Termination. At the time and place set for the hearing on modification or termination, the Landowner shall be given an opportunity to be heard, and the Landowner shall be required to demonstrate good faith compliance with the terms and conditions of this Agreement. The burden of proof on the issue shall be on the Landowner. If the City Council finds, based upon substantial evidence, that the Landowner has not complied in good faith with the terms or conditions of the Agreement, the City Council may terminate this Agreement or modify this Agreement and impose such conditions as are reasonably necessary to protect the interests of the City.

7. Permitted Delays.

7.1 Extension of Times of Performance. In addition to specific provisions of this Agreement, performance by either Party under this Agreement shall not be deemed to be in default where delays or, defaults are due to war, insurrection, strikes, lockouts, walkouts, drought, riots, floods, earthquakes, fire, casualties, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, restrictions imposed by governmental or quasigovernmental entities other than the City, unusually severe weather, acts of the other Party, acts or the failure to act of any public or government agency or entity other than the City, or any other causes beyond the control or without the fault of the Party claiming an extension of time to perform. An extension of time for any such cause shall only be for the period of the enforced delay, which period shall commence to run from the time of the commencement of cause. If, however, notice by the Party claiming such extension of time is sent to the other Party more than thirty (30) days after the commencement of the cause, the period shall commence to run only thirty (30) days prior to the giving of such notice. Times of performance under this Agreement may also be extended in writing by the joint agreement of the City and Landowner. Litigation attacking the validity of this Agreement, or any permit, ordinance, or entitlement or other action of a governmental agency necessary for the development of the Property pursuant to this Agreement shall also be deemed to create an excusable delay under this Section.

7.2 Supersedure by Subsequent Laws. If any Law made or enacted after the date of this Agreement prevents or precludes compliance with one or more provisions of this Agreement, then the provisions of this Agreement shall, to the extent feasible, be modified or suspended as may be necessary to comply with such new Law. Immediately after enactment of any such new Law, the Parties shall meet and confer in good faith to determine the feasibility of any such modification or suspension based on the effect such modification or suspension would have on the purposes and intent of this Agreement. If such modification or suspension is infeasible in the Landowner's reasonable business Judgment, then the Landowner shall have the right to terminate this Agreement by written notice to the City. The Landowner shall also have the right to challenge the new Law preventing compliance with the terms of this Agreement, and, in the event such challenge is successful, this Agreement shall remain unmodified and in full force and effect.

8. Termination.

8.1 City's Right to Terminate. The City shall have the right to terminate this Agreement if the Landowner is not in substantial compliance with the terms of this Agreement and this default remains uncured, all as set forth in Section 6.

8.2 Landowner's Right to Terminate. The Landowner shall have the right to terminate this Agreement only under the following circumstances:

8.2.1 The Landowner has found the City in breach of this Agreement, has given the City notice of such breach and the City has not cured such breach within thirty (30) days of receipt of such notice or, if the breach cannot reasonably be cured within such thirty (30) day period, if the City has not commenced to cure such breach within thirty (30) days of receipt of such notice and is not diligently proceeding to cure such breach.

8.2.2 The Landowner is unable to complete the Project because of supersedure by a subsequent law per Section 7.2 or court action.

8.2.3 The Landowner determines, in its business judgment, that it is not practical or reasonable to pursue development of the Property, however if termination occurs for this reason the City reserves the right to revoke any remaining entitlement to develop the property. However, in such event the Landowner shall remain responsible to comply with Section 4.2.7, to complete the infrastructure necessary to serve the completed residential units in the subdivision as reasonably determined by the City, and to secure and maintain uncompleted buildings and structures within the subdivision to the reasonable satisfaction of the City.

8.3 Mutual Agreement. This Agreement may be terminated upon the mutual Agreement of the Parties.

8.4 Effect of Termination.

8.4.1 General Effect. If this Agreement is terminated for any reason, such termination shall not affect any condition or obligation due to the City from the Landowner prior to the date of termination and such termination

shall not otherwise affect any other City entitlement or approval with respect to the Property that has been granted prior to the date of termination.

8.5 Recordation of Termination. In the event of a termination, the City and Landowner agree to cooperate with one another in executing a Memorandum of Termination to record in the Official Records of Sutter County within thirty (30) days of the date of termination.

9. Remedies. Either Party may, in addition to any other rights or remedies, institute legal or equitable action to cure, correct or remedy any default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation or enforce by specific performance the obligations and rights of the Parties hereto.

10. Waiver: Cumulative Remedies. Failure by a Party to insist upon the strict performance of any of the provisions of this Agreement by the other Party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such Party's right to demand strict compliance by such other Party in the future. No waiver by a Party of an event of default shall be effective or binding upon such Party unless made in writing by such Party, and no such waiver shall be implied from any omission by a Party to take any action with respect to such event of default. No express written waiver of any event of default shall affect any other event of default, or cover any other period of time, other than any event of default and/or period of time specified in such express waiver. Except as provided in this Section all of the remedies permitted or available to a Party under this Agreement, or at law or in equity, shall be cumulative and not alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

11. Project as a Private Undertaking. It is specifically understood and agreed by and between the Parties that the Project is a private development. This Agreement is made and entered into for the sole protection and benefit of the Landowner and the City and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement. The City and Landowner hereby renounce the existence of any third-party beneficiary to this Agreement 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 Agreement.

12. Cooperation in the Event of Legal Claim. In the event any legal action or proceeding is instituted by any third-party challenging the validity of any provision of this Agreement or any action or decision taken or made hereunder, the Parties shall cooperate in defending such action or proceeding.

13. Estoppel Certificate. Either Party may, at any time, and from time-to-time, deliver written notice to the other Party requesting such Party to certify in writing that, to the knowledge of the certifying Party: (i) this Agreement is in full force and effect and a binding obligation of the Parties; ii) this Agreement has not been amended or modified either orally or in writing, and if so amended, identifying the amendments; (iii) the requesting Party is not in default in the performance of its obligations under this Agreement, or if in default, describing therein the nature and amount of any such defaults; and (iv) the requesting Party has been found to be in compliance with this

Agreement, and the date of the last determination of such compliance. A Party receiving a request hereunder shall execute and return such certificate within thirty (30) days following receipt thereof. The Director shall have the right to execute any certificate requested by the Landowner hereunder. The City acknowledges that a certificate hereunder may be relied upon by transferees and Mortgagees.

14. Right to Assign or Transfer. The Landowner's rights and responsibilities hereunder may be sold or assigned in conjunction with the transfer, sale or assignment of the Property at any time during the term of this Agreement subject to the following conditions precedent:

14.1 No default by Developer shall be outstanding and uncured as of the effective date of the proposed transfer, unless the City Council has received adequate assurances satisfactory to the City Council that such default shall be cured in a timely manner either by Developer or the transferee under the transfer.

14.2 Prior to the effective date of the proposed transfer, Developer or the proposed transferee has delivered to the City an executed and acknowledged assignment and assumption agreement (the "Assumption Agreement") in recordable form. Such Assumption Agreement shall include provisions regarding: (a) the rights and interest proposed to be transferred to the proposed transferee; (b) the obligations of Developer under this Agreement that the proposed transferee will assume; and (c) the proposed transferee's acknowledgment that such transferee has reviewed and agrees to be bound by this Agreement. The Assumption Agreement shall also include the name, form of entity, and address of the proposed transferee, and shall provide that the transferee assumes the obligations of Developer to be assumed by the transferee in connection with the proposed transfer. The Assumption Agreement shall be recorded in the official records of the County of Sutter concurrently with the consummation of the transfer.

14.3 Prior to the effective date of the proposed transfer, the Developer must obtain the City's consent in writing to the transfer, which may be evidenced by the City Council's approval of an Assumption Agreement. City's consent shall not be unreasonably withheld. Factors the City may consider in determining whether to consent to the transfer include the financial capacity of the proposed transferee to comply with all of the terms of the Agreement and the history, if any, of compliance of transferee, its principals, officers or owners with the provisions of federal or state law, the Yuba City Municipal Code or agreements with the City relating to development projects within the City.

14.4 Mortgage as Transferee. No Mortgage (including the execution and delivery thereof to the Mortgagee) shall constitute a transfer. A Mortgagee shall be a transferee only upon: (a) the acquisition by such Mortgagee of the affected interest of Developer encumbered by such Mortgagee's Mortgage; and (b) delivery to the City of an Assumption Agreement executed by the Mortgagee pursuant to which the Mortgagee assumes assuming, from and after the date such Mortgagee so acquires its interest, the applicable rights, duties and obligations of Developer under this Agreement. No further consent of the City shall be required for any such transfer to a Mortgagee.

14.5 Effect of Transfer. A transferee shall become a Party to this Agreement only with respect to the interest transferred to it under the transfer and then only to the extent set forth in the Assumption Agreement. If Developer transfers all of its rights, duties and obligations under this Agreement, Developer shall be released from any and all obligations

accruing after the date of the transfer under this Agreement. If Developer effectuates a transfer as to only some but not all of its rights, duties and obligations under this Agreement, Developer shall be released only from its obligations accruing after the date of the transfer which the transferee assumes in the Assumption Agreement.

15 Financing. Mortgages, deeds of trust, sales and leasebacks, or other forms of conveyance required for any reasonable method of financing requiring a security arrangement with respect to the Property ("Mortgages") are permitted without the consent of the City, provided the Landowner complies with the following:

15.1 Mortgagee Protection. This Agreement and any covenants entered into between the Developer and City shall be superior and senior to the conveyance of any Mortgage encumbering any interest in the Property. No default shall defeat, render invalid, diminish or impair the conveyance of any Mortgage made for value, but all of the terms and conditions contained in this Agreement shall be binding upon and effective against any person (including any Mortgagee) who acquires title to the Property or any portion thereof or interest therein or improvement thereon, by foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise.

15.2 Mortgagee Not Obligated; Mortgagee as Transferee. No Mortgagee shall have any obligation or duty under this Agreement whatsoever, except that nothing contained in this Agreement shall be deemed to permit or authorize any Mortgagee to undertake any new construction or improvement in the Sohal Ranch Project Area, or to otherwise have the benefit of any rights of Developer, or to enforce any obligation of the City, under this Agreement, unless and until such Mortgagee elects to become a Transferee in the manner specified in this Agreement. Any Mortgagee that affirmatively elects to become a Transferee shall be later released from all obligations and liabilities under this Agreement upon the subsequent Transfer by the Mortgagee of its interest as a transferee to another person.

15.3 Entitlement to Written Notice of Default. The Mortgagee of a Mortgage or beneficiary of a deed of trust encumbering the Property, or any part thereof, and their successors and assigns shall, upon written request to the City, be entitled to receive from the City written notification of any default by Landowner of the performance of Landowner's obligations under this Agreement which has not been cured within sixty (60) days following the date of default. Landowner shall reimburse the City for its actual costs, reasonably and necessarily incurred, to prepare this notice of default.

15.4 Priority of Mortgages and Subordination. Landowner shall ensure that all Mortgages subordinate to this Agreement. For purposes of exercising any remedy of a Mortgagee or for becoming a Transferee, the applicable laws of the State of California shall govern the rights, remedies and priorities of each Mortgagee, absent a written agreement between Mortgagees otherwise providing.

15.5 Collateral Assignment. As additional security to a Mortgagee under a Mortgage on the Property or any portion thereof, Developer shall have the right, without the consent of the City, to execute a collateral assignment of Developer's rights, benefits and remedies under this Agreement in favor of the Mortgagee (a "Collateral Assignment") on the standard form provided by the Mortgagee.

16. Covenants to Run with the Land. All of the provisions, agreements, rights, powers, standards, terms, covenants, and obligations contained in this

Agreement shall be binding upon the Parties and their respective heirs, successors, assignees, devisees, administrators, representatives, lessees, and all other persons acquiring the Property, or any portion thereof, or any interest therein, whether by operation of law or in any manner whatsoever, and shall inure to the benefit of the Parties and their respective heirs, successors and assignees. All of the provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land pursuant to applicable laws, including, but not limited to, Section 1468 of the Civil Code of the State of California. Each covenant to do, or refrain from doing, some act on the Property hereunder: (i) is for the benefit of such properties and is a burden upon such properties; (ii) runs with such properties; and (iii) is binding upon each Party and each successive owner during its ownership of such properties or any portion thereof, and each person having any interest therein derived in any manner through any owner of such properties, or any portion thereof, and shall benefit each Party and its property hereunder, and each other person succeeding to an interest in such properties; provided that no liability or obligation shall accrue to any person, if this Agreement terminates pursuant to Section 8 of this Agreement.

17. Amendment.

17.1 Amendment or Cancellation. Except as otherwise provided in this Agreement, this Agreement may be canceled, modified or amended only by mutual consent of the Parties in writing, and then only in the manner provided for in Government Code Section 65868. Minor amendments to this Agreement may be made without a public hearing upon approval of the Development Services Director. "Minor Amendments" shall mean amendments which are similar in significance to the type of minor amendments to land use entitlements that may be made without a full public hearing or approval of the Planning Commission or City Council pursuant to the Yuba City Municipal Code.

17.2 Recordation. Any amendment, termination or cancellation of this Agreement shall be recorded by the City Clerk not later than ten (10) days after the effective date of the action effecting such amendment, termination or cancellation; however, a failure to record shall not affect the validity of the amendment, termination or cancellation.

18. Notices.

18.1 Procedure. Any notice to either Party shall be in writing and given by delivering the notice in person or by sending the notice by registered or certified mail, or Express Mail, return receipt requested, with postage prepaid, to the Party's mailing address.

18.2 Mailing Addresses. The respective mailing addresses of the Parties are, until changed as hereinafter provided, the following:

City:	Development Services Director City of Yuba City 1201 Civic Center Blvd. Yuba City, CA 95993
-------	--

With a copy to:	City Manager
-----------------	--------------

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

Landowners: Narjit and Balbir Sohal
Attn: Balbir Sohal
P.O. Box 1651
Yuba City, CA 95992

Landowners: Balbir Sohal Family 2016 Trust
Attn: Balbir Sohal
P.O. Box 1651
Yuba City, CA 95992

With a copy to: MHM Incorporated
Attn: Sean Minard
P.O. Box B
Marysville, CA 95901

Either Party may change its mailing address at any time by giving ten (10) days' notice of such change in the manner provided for in this section. All notices under this Agreement shall be deemed given, received, made or communicated on the date personal delivery is affected or, if mailed, on the delivery date or attempted delivery date shown on the return receipt. Nothing in this provision shall be construed to prohibit communication by facsimile transmission, so long as an original is sent by first class mail, commercial carrier or is hand-delivered.

19. Indemnification.

19.1 Third Party Actions. To the furthest extent allowed by law, Developer shall indemnify, hold harmless and defend City and each of its officers, officials, employees, agents, attorneys, 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 or a City Agency, that: (a) challenges or contests any or all of this Agreement, the Sohal Ranch Subdivision Map Applications and Approvals, or the Development Approvals; or (b) claims or alleges a violation of CEQA or another law in connection with the certification of the EIR by the City Council or the grant, issuance or approval by the City of any or all of this Agreement, the Sohal Ranch Subdivision Map Applications and Approvals, and the Development Approvals. Developer's obligations under this Section shall apply regardless of whether City or any of its officers, officials, employees, 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 the termination of this Agreement.

19.2 Damage Claims. The nature and extent of Developer's obligations to indemnify, defend and hold harmless the City with regard to events or circumstances not

addressed in Section 19.1 shall be governed by this Section 19.2. To the furthest extent allowed by law, Developer shall indemnify, hold harmless and defend City and each of its officers, officials, employees, agents, attorneys, and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by City, Developer or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Agreement or the performance of any or all work to be done by Developer or its contractors, agents, successors and assigns pursuant to this Agreement (including, but not limited to design, construction and/or ongoing operation and maintenance of off-site improvements unless and until such off-site improvements are dedicated to and officially accepted by the City). Developer's obligations under the preceding sentence shall apply regardless of whether City or any of its officers, officials, employees, attorneys, or agents are passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the active or sole negligence, or the willful misconduct, of City or any of its officers, officials, employees, agents, attorneys, or volunteers.

If Developer should subcontract all or any portion of the services to be performed under this Agreement, Developer shall require each subcontractor to indemnify, hold harmless and defend City and each of its officers, officials, employees, agents, attorneys, and volunteers in accordance with the terms of the preceding paragraph. The Developer further agrees that the use for any purpose and by any person of any and all of the streets and improvements required under this Agreement, shall be at the sole and exclusive risk of the Developer, at all times prior to final acceptance by the City of the completed street and other improvements, unless any loss, liability, fines, penalties, forfeitures, costs or damages arising from said use were caused by the active or sole negligence, or the willful misconduct, of the City or any of its officers, officials, employees, agents or volunteers.

Notwithstanding the preceding paragraph, to the extent that Subcontractor is a "design professional" as defined in Section 2782.8 of the California Civil Code and performing work hereunder as a "design professional" shall, in lieu of the preceding paragraph, be required to indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers to the furthest extent allowed by law, from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in Agreement, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the design professional, its principals, officers, employees, agents or volunteers in the performance of this Agreement.

This Section shall survive termination or expiration of this Agreement.

20. Insurance. Prior to starting construction of any phase of the project through the date of City's final formal acceptance of off-site improvements constructed pursuant to the terms of this Agreement (the "Insurance Period"), Developer shall pay for and maintain in full force and effect all policies of insurance described in this Section with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A- VII" in Best's Insurance Rating Guide, or (ii) authorized by City's Public Work's Director. The following policies of insurance are required:

20.1 Commercial General Liability. Insurance which shall be at least as broad as the most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01 and shall include insurance for bodily injury, property damage and personal injury with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, contractual liability (including indemnity obligations under this Agreement), with limits of liability of not less than \$5,000,000 per occurrence for bodily injury and property damage, \$1,000,000 per occurrence for personal injury, \$5,000,000 general aggregate and \$5,000,000 aggregate for products and completed operations and \$5,000,000 general aggregate.

20.2 Commercial Automobile Liability. insurance which shall be at least as broad as the most current version of Insurance Services Office (ISO) Business Auto Coverage Form CA 00 01 and shall include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1 B Any Auto), with combined single limits of liability of not less than \$5,000,000 per accident for bodily injury and property damage.

20.3 Workers Compensation. insurance as required under the California Labor Code.

20.4 Employers Liability. with minimum limits of liability of not less than \$1,000,000 each accident, \$1,000,000 policy limit and \$1,000,000 for each employee.

In the event Developer purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies).

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

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

The General Liability and Automobile Liability insurance policies shall be written on an occurrence form and shall name City, its officers, officials, agents, attorneys, employees and volunteers as an additional insured. Such policy(ies) of insurance shall be endorsed so Developer's insurance shall be primary, and no contribution shall be required of City. Any Workers' Compensation insurance policy shall contain a waiver of subrogation as to City, its officers, officials, agents, employees and volunteers. Developer shall have furnished City with the certificate(s) and applicable endorsements for all required insurance prior to start of construction of any phase of development. Developer shall furnish City with copies of the actual policies upon the request of City's Director of Public Works at any time during the life of the Agreement or any extension, and this requirement shall survive termination or expiration of this Agreement.

If at any time during the Insurance Period, Developer fails to maintain the required insurance in full force and effect, the Director of Public Works, or designee, may order that the Developer, or its contractors or subcontractors, immediately discontinue any further work under this Agreement and take all necessary actions to secure the work site to ensure that public health and safety is protected. All payments due or that become due to Developer shall be withheld until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. The insurance requirements set forth in this Section are material terms of this Agreement.

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

If the general contractor should subcontract all or a portion of the services or work to be performed under this Agreement to one or more subcontractors, Developer shall require the general contractor to require each subcontractor to provide insurance protection in favor of City, its officers, officials, employees, attorneys, volunteers and agents in accordance with the terms of each of the preceding paragraphs, except that each subcontractor shall be required to pay for and maintain Commercial General Liability insurance with limits of liability of not less than \$1,000,000 per occurrence for bodily injury and property damage, \$1,000,000 per occurrence for personal injury, \$2,000,000 aggregate for products and completed operations and \$2,000,000 general aggregate and Commercial Automobile Liability insurance with limits of liability of not less than \$1,000,000 per accident for bodily injury and property damage. Subcontractors' certificates and endorsements shall be on file with the general contractor, Developer and City prior to the commencement of any work by the subcontractor. Developer's failure to comply with these requirements shall constitute a default of this Agreement.

21. Miscellaneous.

21.1 Approvals. Unless otherwise provided herein, whenever approval, consent or satisfaction (herein collectively referred to as an "approval") is required of a Party pursuant to this Agreement, such approval shall not be unreasonably withheld. If a Party shall disapprove, the reasons therefor shall be stated in reasonable detail in writing. Approval by a Party to or of any act or request by the other Party shall not be deemed to waive or render unnecessary approval to or of any similar or subsequent acts or requests. The Parties acknowledge and agree that the intent of the Parties is that this Agreement be construed in a manner that protects the rights granted to Landowner herein to the as allowed by law. Except for the limitations on the exercise by the City of its police power which are provided in this Agreement or which are construed in accordance with the immediately preceding sentence, the Parties further acknowledge and agree that: (a) the City reserves all of its police power and/or statutory or other legal powers or responsibilities; and (b) this Agreement shall not be construed to limit the authority or obligation of the City to hold necessary public hearings, to limit the discretion of the City or any of its officers or officials with regard to rules, regulations, ordinances, laws, and entitlement of use which require the exercise of discretion by the City or any of its officers or officials. This Agreement shall not be construed to limit the obligations of the City to comply with CEQA or any other federal or state law.

21.2 Project Approvals Independent. All approvals that may be granted pursuant to this Agreement, and all approvals or other land use approvals which have been or may be issued or granted by the City with respect to the Property, constitute independent actions and approvals by the City. If any provisions of this Agreement or the application of any provision of this Agreement to a particular situation is held by a court of competent jurisdiction to be invalid or unenforceable, or if the City terminates this Agreement for any reason, such invalidity, unenforceability or termination of this Agreement or any part hereof shall not affect the validity or effectiveness of any approvals or other land use approvals. In such cases, such approvals will remain in effect pursuant to their own terms, provisions and conditions.

21.3 Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of the Property, or of the Project, or any portion thereof, to the general public, for the general public, or for any public use or purpose whatsoever. This proscription does not extend to any portion of the Property that may be dedicated in compliance with any conditions of approval. The Landowner shall have the right to prevent or prohibit the use of the Property, or any portion thereof, including common areas and buildings and improvements located thereon; by any person for any purposes inimical to the operation of a private, integrated Project as contemplated by this Agreement.

21.4 Severability. Invalidity of any of the provisions contained in this Agreement, or of the application thereof to any person, by judgment or court order, shall in no way affect any of the other provisions hereof or the application thereof to any other person or circumstance and the same shall remain in full force and effect, unless enforcement of this Agreement as so invalidated would be unreasonable or grossly inequitable under all the circumstances or would frustrate the purposes of this Agreement.

21.5 Construction of Agreement. The provisions of this Agreement and the Exhibits shall be construed as a whole according to their common meaning and not strictly for or against any Party in order to achieve the objectives and purpose of the Parties. The captions preceding the text of each Article, Section, Subsection and the Table of Contents are included only for convenience of reference and shall be disregarded in the construction and interpretation of this Agreement. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neuter genders, or vice versa. All references to "person" shall include, without limitation, any and all corporations, partnerships or other legal entities.

21.6 Other Necessary Acts. Each Party covenants, on behalf of itself and its successors, heirs and assigns, to take all actions and do all things, and to execute, with acknowledgment or affidavit if required, any and all further instruments, documents and writings as may be reasonably necessary or proper to achieve the purposes and objectives of this Agreement and to secure the other party the full and complete enjoyment of its rights and privileges hereunder.

21.7 Applicable Law. This Agreement, and the rights and obligations of the Parties, shall be construed by and enforced in accordance with the laws of the State of California.

21.8 Equal Authorship. This Agreement has been reviewed by legal counsel for both the Landowner and City, and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement.

21.9 Time. Time is of the essence of this Agreement and of each and every term and condition hereof. In particular, the City agrees to act in a timely fashion in accepting, processing, checking and approving all maps, documents, plans, permit applications and any other matters requiring the City's review or approval relating to the Project or Property. Subject to extensions of time by mutual consent in writing, unreasonable delay by either party to perform any term or provision of this Agreement shall constitute a default.

21.10 Subsequent Projects. After the effective date of this Agreement, the City may approve other projects that place a burden on the City's infrastructure; however, it is the intent and agreement of the Parties that Landowner's right to build and occupy the Project, as described in this Agreement, shall not be diminished despite the increased burden of future approved development on public facilities.

21.11 Entire Agreement. This written Agreement and the Exhibits contain all the representations and the entire agreement between the Parties with respect to the subject matter hereof. Except as otherwise specified in this Agreement, any prior correspondence, memoranda, agreements, warranties or representations are superseded in total by this Agreement and Exhibits.

21.12 Form of Agreement: Exhibits. This Agreement is executed in three duplicate originals, each of which is deemed to be an original. This Agreement constitutes the entire understanding and agreement of the parties. Said exhibits are identified as follows:

Exhibit A-1: Property legal description
Exhibit A-2: Sohal Ranch Subdivision

All attachments to this Agreement, including all exhibits referenced herein, and all subparts thereto, are incorporated herein by this reference.

21.13 Attorneys' Fees. If either Party commences any action for the interpretation, enforcement, termination, cancellation or rescission hereof, or for specific performance of the breach hereof, the prevailing party shall be entitled to its reasonable attorneys' fees and litigation expenses and costs, and any judgment, order or decree rendered in such action, suit or proceeding shall include an award thereof. Attorneys' fees under this Section shall include attorneys' fees on any appeal and any post-judgment proceedings to collect or enforce the judgment. This provision is separate and several and shall survive the merger of this Agreement into any judgment on this Agreement.

21.14 Limitation of Legal Acts. In no event shall the City, or its officers, agents, attorneys, or employees, be liable in damages for any breach or violation of this Agreement, it being expressly understood and agreed that the Developer's sole legal remedy for a breach or violation of this Agreement by the City

shall be a legal action in mandamus, specific performance or other injunctive or declaratory relief to enforce the provisions of this Agreement.

21.15 Interpretation and Governing State Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objective and purposes of the Parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement, both Parties having been represented by counsel in the negotiation and preparation hereof. All legal actions brought to enforce the terms of this Agreement shall be brought and heard in the Superior Court of the State of California, County of Sutter.

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

21.17 Counterparts. This Agreement may be executed in two or more identical counterparts, each of which shall be deemed to be an original and each of which shall be deemed to be one and the same instrument when each Party signs each such counterpart.

21.18 Signature Pages. For convenience, the signatures of the Parties to this Agreement may be executed and acknowledged on separate pages which, when attached to this Agreement, shall constitute this as one complete Agreement.

21.19 Days. Unless otherwise specified in this Agreement, the term “days” means calendar days.

21.20 Authority. The Parties hereby represent that the person hereby signing this Agreement on behalf of each respective Party has the authority to bind the Party to the Agreement.

[SIGNATURES ARE ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

"City"

CITY OF YUBA CITY,
A General Law City

"Landowner"

Balbir Sohal Family 2016 Trust

By: _____

Wade Kirchner, Mayor

Date: _____

By: Balbir Sohal Family 2016 Trust

By: _____
Balbir S. Sohal, Trustee

By: _____
Narjit K. Sohal, Trustee

Attest:

City Clerk

Approved as to Form:

Shannon Chaffin, City Attorney

Attachments:

ATTACHMENT 4

Development Services



MEMO

Date: September 21, 2023
To: For Public Release
From: Development Services
Re: **Environmental Assessment 22-06, Sohal Ranch Subdivision**

Since the original release of Environmental Assessment 22-06 on September 8, 2023, it has been discovered that the *Focused Traffic Impact Analysis for Sohal Ranch Subdivision, dated July 28, 2023, prepared by MHM Engineering*, was inadvertently omitted from the Environmental Assessment. The *Focused Traffic Impact Analysis for Sohal Ranch Subdivision* has now been included as Appendix B of Environmental Assessment 22-06.



Environmental Assessment 22-06

Initial Study and Mitigated Negative Declaration for Sohal Ranch Subdivision, Tentative Subdivision Map (TSM) 22-02, which proposes to create 179 single-family residential lots

Prepared for:

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

Prepared By:

Denis Cook
Land Use Planning Consultant

and

City of Yuba City
Development Services Department
Planning Division

September 8, 2023

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CITY OF YUBA CITY

Development Services Department
Planning Division

1201 Civic Center Blvd. Yuba City, CA 95993 Phone (530) 822-4700

1. Introduction

1.1. Introduction

This Initial Study/Mitigated Negative Declaration (IS/MND) has been prepared to identify any potential environmental impacts in the City of Yuba City, California (City) from the proposed Sohal Ranch subdivision and the associated development agreement (collectively “Project”). The proposal includes:

Tentative Subdivision Map (TSM) 22-02, Sohal Ranch: It proposes to subdivide 41.36 acres into 179 single-family residential lots. Also, part of the subdivision will be a 2.65-acre (net) neighborhood park, which will have a double use for short periods during wet years as a stormwater detention pond, and a 0.11-acre lot for a sewer lift station. Approximately 3.31 acres will be dedicated for additional right-of-way to widen Lincoln Road and George Washington Boulevard along the Project’s frontage, as the Project will construct its half of those streets to ultimately become four lane major arterials.

The 41.36 acres is located at the southeast corner of Lincoln Road and George Washington Boulevard. There is an existing orchard and a single-family residence on the property, all of which will be removed as part of the construction of the subdivision.

Development Agreement: A development agreement is proposed with this project. This contract between the City and the developer would extend the life of the subdivision to 15 years, with an additional five-year extension if approved by the City Council. In return the subdivision developer would dedicate approximately 2.60 acres plus right-of-way to the City for a future park. The developer will also pay a \$3,206 per parcel neighborhood park fee above the standard park development impact fee.

This subdivision is considered a project under the California Environmental Quality Act (CEQA), as the City has discretionary authority over the Project. The proposed subdivision requires discretionary review by the City of Yuba City Planning Commission, as well as the City Council for consideration of a development agreement.

This IS/MND has been prepared in conformance with CEQA Guidelines Section 15070. The purpose of the IS/MND is to determine the potential significant impacts associated with the tentative subdivision map and development agreement and provide an environmental assessment for consideration by the Planning Commission. In addition, this document is intended to provide the basis for input from public agencies, organizations, and interested members of the public.

1.2. Regulatory Information

An Initial Study (IS) is an environmental assessment document prepared by a lead agency to determine if a project may have a significant effect on the environment. In accordance with the California Code of Regulations Title 14 (Chapter 3, §15000 et seq.), commonly referred to as the CEQA Guidelines - Section 15064(a)(1) states an environmental impact report (EIR) must be prepared if there is substantial evidence in light of the whole record that the proposed project under review may have a significant effect on the

environment and should be further analyzed to determine mitigation measures or project alternatives that might avoid or reduce project impacts to less than significant. A negative declaration may be prepared instead; if the lead agency finds that there is no substantial evidence, in light of the whole record that the project may have a significant effect on the environment. A negative declaration is a written statement describing the reasons why the 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 the 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.

Also, to be considered is that this proposal is within the boundary of the Lincoln East Specific Plan. While that specific plan was previously rescinded by the City Council, the environmental impact report (EIR) prepared for specific plan was not rescinded. It was the City Council's intent that CEQA analysis may utilize technical information and findings from the previously certified LESP EIR in helping to complete the CEQA studies for these future projects. The EIR identified various potential significant impacts that would occur as the area develops, for which the City Council adopted overriding considerations.

Even though the specific plan was rescinded this proposal is consistent with most of the land use policies of that specific plan, and as such, this environmental document relies on many of the conclusions of that EIR.

1.3. Document Format

This IS/MND contains four chapters and one technical appendix. Chapter 1, Introduction, provides an overview of the proposed Project and the CEQA environmental documentation process. Chapter 2, Project Description, provides a detailed description of proposed Project objectives and components. Chapter 3, Impact Analysis, presents the CEQA checklist and environmental analysis for all impact areas, mandatory findings of significance, and feasible measures. If the proposed Project does not have the potential to significantly impact a given issue area, the relevant section provides a brief discussion of the reasons why no impacts are expected. If the proposed Project could have a potentially significant impact on a resource, the issue area discussion provides a description of potential impacts, and appropriate mitigation measures and/or permit requirements that would reduce those impacts to a less than

significant level. Chapter 4, List of Preparers, provides a list of key personnel involved in the preparation of the IS/MND.

1.4. Purpose of Document

The proposed subdivision will undergo a public review process by the Planning Commission that, if approved as submitted, will ultimately consist of 179 new single-family residences. The Planning Commission's review is needed to assure that the Project will be compatible with existing or expected neighboring uses and that adequate public facilities are available to serve the Project.

This document has been prepared to satisfy the California Environmental Quality Act (CEQA) (Pub. Res. Code, Section 21000 et seq.) and the State CEQA Guidelines (Title 14 CCR §15000 et seq.). CEQA requires that all state and local government agencies consider the environmental consequences of developments 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 development may have a significant effect on the environment. If the lead agency finds substantial evidence that any aspect of the Project, either individually or cumulatively, may have a significant effect on the environment, regardless of whether the overall effect of the Project is adverse or beneficial, the lead agency is required to use a previously prepared EIR and supplement that EIR, or prepare a subsequent EIR to analyze at hand. If the agency finds no substantial evidence that the Project or any of its aspects may cause a significant effect on the environment, a negative declaration shall be prepared. If in the course of the analysis, it is recognized that the Project may have a significant impact on the environment, but that with specific recommended mitigation measures incorporated into the Project, these impacts shall be reduced to less than significant, a mitigated negative declaration shall be prepared.

In reviewing all of the available information for the above referenced project, the City of Yuba City Planning Division has analyzed the potential environmental impacts created by this Project and a mitigated negative declaration has been prepared.

1.5. Intended Uses of this Document

In accordance with CEQA, a good-faith effort has been made during preparation of this IS/MND to contact affected public agencies, organizations, and persons who may have an interest in the proposed Project. In reviewing the Draft IS/MND, affected and interested parties should focus on the sufficiency of the document in identifying and analyzing the possible impacts on the environment and ways in which the effects of the proposed Project would be avoided or mitigated.

The Draft IS/ND and associated appendices will be available for review on the City of Yuba City website at www.yubacity.net/environmental. The Draft IS/MND and associated appendixes also will be available for review during regular business hours at the City of Yuba City Development Services Department (1201 Civic Center Boulevard, Yuba City, California 95993). The 20-day review period will commence September 8, 2023 and will end on September 27, 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
developmentservices@yubacity.net

Phone: (530) 822-4700

2. Project Description

2.1. Project Title

Tentative Subdivision Maps 22-02: Sohal Ranch Subdivision

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 property is located on the southeast corner of George Washington Boulevard and Lincoln Road as shown in **Figure 1**. The property is within the city limits but borders the city limits of Yuba City on two sides, Lincoln Road along the north side and George Washington Boulevard along the west side. The neighboring properties located on the two unincorporated sides of the Project are within the Sutter LAFCo adopted Yuba City Sphere of Influence and are subject to future annexation into the City. The surrounding area is designated by the Yuba City General Plan for similar types of uses. The Assessor's Parcel Numbers are 065-010-005 and 065-010-006.

2.5. Project Applicant

Amar Sohal/Balbir Sohal Family Trust
P.O. Box 1651
Yuba City, CA 95992

2.6. Property Owner

Balbir Family Trust
P.O. Box 1651
Yuba City, Ca 95992

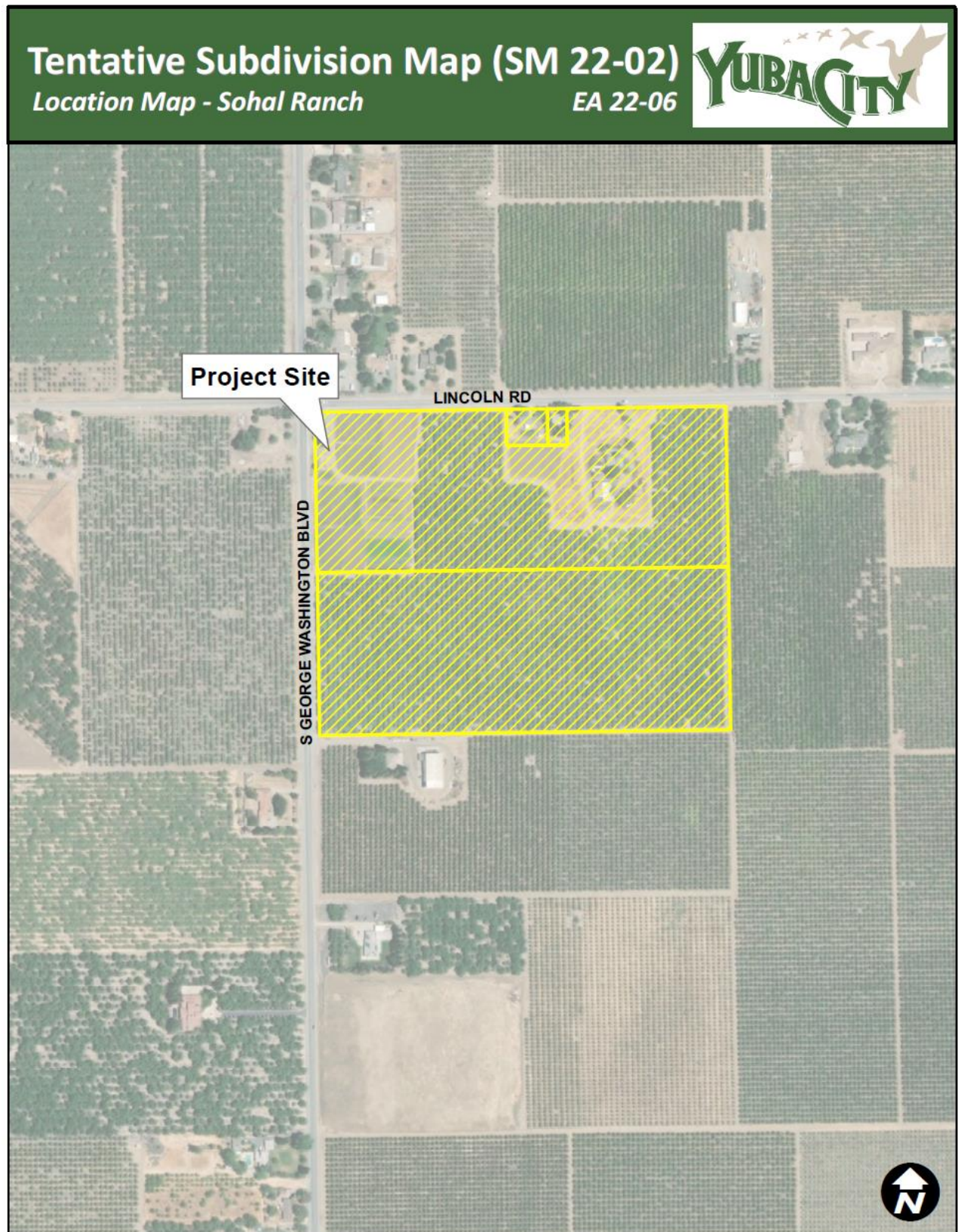
2.7. General Plan Designation

The site is designated Low Density Residential (LDR) and Parks, Recreation and Open Space. The LDR designation allows a density range between 2 and 8 dwellings per acre. As proposed, the Project will have a density of approximately 4.7 residences per acre (excluding the park). The Parks designation applies to several acres in the southeast corner of the proposed Project for which the appropriate amount of land is offered to the City for parkland purposes.

2.8. Zoning

The site is within the One-Family Residential (R-1) Zone District, making the zoning consistent with the LDR General Plan designation.

Figure 1: Location Map



TENTATIVE SUBDIVISION TRACT MAP
SM 22-02 (SOHAL RANCH)

PROJECT NOTES:

1. THE LAND IS BEING SUBDIVIDED INTO LOTS 1 THROUGH 119, 121 THROUGH 123, 125 THROUGH 127, 129 THROUGH 131, 133 THROUGH 135, 137 THROUGH 139, 141 THROUGH 143, 145 THROUGH 147, 149 THROUGH 151, 153 THROUGH 155, 157 THROUGH 159, 161 THROUGH 163, 165 THROUGH 167, 169 THROUGH 171, 173 THROUGH 175, 177 THROUGH 179, 181 THROUGH 183, 185 THROUGH 187, 189 THROUGH 191, 193 THROUGH 195, 197 THROUGH 199, 201 THROUGH 203, 205 THROUGH 207, 209 THROUGH 211, 213 THROUGH 215, 217 THROUGH 219, 221 THROUGH 223, 225 THROUGH 227, 229 THROUGH 231, 233 THROUGH 235, 237 THROUGH 239, 241 THROUGH 243, 245 THROUGH 247, 249 THROUGH 251, 253 THROUGH 255, 257 THROUGH 259, 261 THROUGH 263, 265 THROUGH 267, 269 THROUGH 271, 273 THROUGH 275, 277 THROUGH 279, 281 THROUGH 283, 285 THROUGH 287, 289 THROUGH 291, 293 THROUGH 295, 297 THROUGH 299, 301 THROUGH 303, 305 THROUGH 307, 309 THROUGH 311, 313 THROUGH 315, 317 THROUGH 319, 321 THROUGH 323, 325 THROUGH 327, 329 THROUGH 331, 333 THROUGH 335, 337 THROUGH 339, 341 THROUGH 343, 345 THROUGH 347, 349 THROUGH 351, 353 THROUGH 355, 357 THROUGH 359, 361 THROUGH 363, 365 THROUGH 367, 369 THROUGH 371, 373 THROUGH 375, 377 THROUGH 379, 381 THROUGH 383, 385 THROUGH 387, 389 THROUGH 391, 393 THROUGH 395, 397 THROUGH 399, 401 THROUGH 403, 405 THROUGH 407, 409 THROUGH 411, 413 THROUGH 415, 417 THROUGH 419, 421 THROUGH 423, 425 THROUGH 427, 429 THROUGH 431, 433 THROUGH 435, 437 THROUGH 439, 441 THROUGH 443, 445 THROUGH 447, 449 THROUGH 451, 453 THROUGH 455, 457 THROUGH 459, 461 THROUGH 463, 465 THROUGH 467, 469 THROUGH 471, 473 THROUGH 475, 477 THROUGH 479, 481 THROUGH 483, 485 THROUGH 487, 489 THROUGH 491, 493 THROUGH 495, 497 THROUGH 499, 501 THROUGH 503, 505 THROUGH 507, 509 THROUGH 511, 513 THROUGH 515, 517 THROUGH 519, 521 THROUGH 523, 525 THROUGH 527, 529 THROUGH 531, 533 THROUGH 535, 537 THROUGH 539, 541 THROUGH 543, 545 THROUGH 547, 549 THROUGH 551, 553 THROUGH 555, 557 THROUGH 559, 561 THROUGH 563, 565 THROUGH 567, 569 THROUGH 571, 573 THROUGH 575, 577 THROUGH 579, 581 THROUGH 583, 585 THROUGH 587, 589 THROUGH 591, 593 THROUGH 595, 597 THROUGH 599, 601 THROUGH 603, 605 THROUGH 607, 609 THROUGH 611, 613 THROUGH 615, 617 THROUGH 619, 621 THROUGH 623, 625 THROUGH 627, 629 THROUGH 631, 633 THROUGH 635, 637 THROUGH 639, 641 THROUGH 643, 645 THROUGH 647, 649 THROUGH 651, 653 THROUGH 655, 657 THROUGH 659, 661 THROUGH 663, 665 THROUGH 667, 669 THROUGH 671, 673 THROUGH 675, 677 THROUGH 679, 681 THROUGH 683, 685 THROUGH 687, 689 THROUGH 691, 693 THROUGH 695, 697 THROUGH 699, 701 THROUGH 703, 705 THROUGH 707, 709 THROUGH 711, 713 THROUGH 715, 717 THROUGH 719, 721 THROUGH 723, 725 THROUGH 727, 729 THROUGH 731, 733 THROUGH 735, 737 THROUGH 739, 741 THROUGH 743, 745 THROUGH 747, 749 THROUGH 751, 753 THROUGH 755, 757 THROUGH 759, 761 THROUGH 763, 765 THROUGH 767, 769 THROUGH 771, 773 THROUGH 775, 777 THROUGH 779, 781 THROUGH 783, 785 THROUGH 787, 789 THROUGH 791, 793 THROUGH 795, 797 THROUGH 799, 801 THROUGH 803, 805 THROUGH 807, 809 THROUGH 811, 813 THROUGH 815, 817 THROUGH 819, 821 THROUGH 823, 825 THROUGH 827, 829 THROUGH 831, 833 THROUGH 835, 837 THROUGH 839, 841 THROUGH 843, 845 THROUGH 847, 849 THROUGH 851, 853 THROUGH 855, 857 THROUGH 859, 861 THROUGH 863, 865 THROUGH 867, 869 THROUGH 871, 873 THROUGH 875, 877 THROUGH 879, 881 THROUGH 883, 885 THROUGH 887, 889 THROUGH 891, 893 THROUGH 895, 897 THROUGH 899, 901 THROUGH 903, 905 THROUGH 907, 909 THROUGH 911, 913 THROUGH 915, 917 THROUGH 919, 921 THROUGH 923, 925 THROUGH 927, 929 THROUGH 931, 933 THROUGH 935, 937 THROUGH 939, 941 THROUGH 943, 945 THROUGH 947, 949 THROUGH 951, 953 THROUGH 955, 957 THROUGH 959, 961 THROUGH 963, 965 THROUGH 967, 969 THROUGH 971, 973 THROUGH 975, 977 THROUGH 979, 981 THROUGH 983, 985 THROUGH 987, 989 THROUGH 991, 993 THROUGH 995, 997 THROUGH 999, 1001 THROUGH 1003, 1005 THROUGH 1007, 1009 THROUGH 1011, 1013 THROUGH 1015, 1017 THROUGH 1019, 1021 THROUGH 1023, 1025 THROUGH 1027, 1029 THROUGH 1031, 1033 THROUGH 1035, 1037 THROUGH 1039, 1041 THROUGH 1043, 1045 THROUGH 1047, 1049 THROUGH 1051, 1053 THROUGH 1055, 1057 THROUGH 1059, 1061 THROUGH 1063, 1065 THROUGH 1067, 1069 THROUGH 1071, 1073 THROUGH 1075, 1077 THROUGH 1079, 1081 THROUGH 1083, 1085 THROUGH 1087, 1089 THROUGH 1091, 1093 THROUGH 1095, 1097 THROUGH 1099, 1101 THROUGH 1103, 1105 THROUGH 1107, 1109 THROUGH 1111, 1113 THROUGH 1115, 1117 THROUGH 1119, 1121 THROUGH 1123, 1125 THROUGH 1127, 1129 THROUGH 1131, 1133 THROUGH 1135, 1137 THROUGH 1139, 1141 THROUGH 1143, 1145 THROUGH 1147, 1149 THROUGH 1151, 1153 THROUGH 1155, 1157 THROUGH 1159, 1161 THROUGH 1163, 1165 THROUGH 1167, 1169 THROUGH 1171, 1173 THROUGH 1175, 1177 THROUGH 1179, 1181 THROUGH 1183, 1185 THROUGH 1187, 1189 THROUGH 1191, 1193 THROUGH 1195, 1197 THROUGH 1199, 1201 THROUGH 1203, 1205 THROUGH 1207, 1209 THROUGH 1211, 1213 THROUGH 1215, 1217 THROUGH 1219, 1221 THROUGH 1223, 1225 THROUGH 1227, 1229 THROUGH 1231, 1233 THROUGH 1235, 1237 THROUGH 1239, 1241 THROUGH 1243, 1245 THROUGH 1247, 1249 THROUGH 1251, 1253 THROUGH 1255, 1257 THROUGH 1259, 1261 THROUGH 1263, 1265 THROUGH 1267, 1269 THROUGH 1271, 1273 THROUGH 1275, 1277 THROUGH 1279, 1281 THROUGH 1283, 1285 THROUGH 1287, 1289 THROUGH 1291, 1293 THROUGH 1295, 1297 THROUGH 1299, 1301 THROUGH 1303, 1305 THROUGH 1307, 1309 THROUGH 1311, 1313 THROUGH 1315, 1317 THROUGH 1319, 1321 THROUGH 1323, 1325 THROUGH 1327, 1329 THROUGH 1331, 1333 THROUGH 1335, 1337 THROUGH 1339, 1341 THROUGH 1343, 1345 THROUGH 1347, 1349 THROUGH 1351, 1353 THROUGH 1355, 1357 THROUGH 1359, 1361 THROUGH 1363, 1365 THROUGH 1367, 1369 THROUGH 1371, 1373 THROUGH 1375, 1377 THROUGH 1379, 1381 THROUGH 1383, 1385 THROUGH 1387, 1389 THROUGH 1391, 1393 THROUGH 1395, 1397 THROUGH 1399, 1401 THROUGH 1403, 1405 THROUGH 1407, 1409 THROUGH 1411, 1413 THROUGH 1415, 1417 THROUGH 1419, 1421 THROUGH 1423, 1425 THROUGH 1427, 1429 THROUGH 1431, 1433 THROUGH 1435, 1437 THROUGH 1439, 1441 THROUGH 1443, 1445 THROUGH 1447, 1449 THROUGH 1451, 1453 THROUGH 1455, 1457 THROUGH 1459, 1461 THROUGH 1463, 1465 THROUGH 1467, 1469 THROUGH 1471, 1473 THROUGH 1475, 1477 THROUGH 1479, 1481 THROUGH 1483, 1485 THROUGH 1487, 1489 THROUGH 1491, 1493 THROUGH 1495, 1497 THROUGH 1499, 1501 THROUGH 1503, 1505 THROUGH 1507, 1509 THROUGH 1511, 1513 THROUGH 1515, 1517 THROUGH 1519, 1521 THROUGH 1523, 1525 THROUGH 1527, 1529 THROUGH 1531, 1533 THROUGH 1535, 1537 THROUGH 1539, 1541 THROUGH 1543, 1545 THROUGH 1547, 1549 THROUGH 1551, 1553 THROUGH 1555, 1557 THROUGH 1559, 1561 THROUGH 1563, 1565 THROUGH 1567, 1569 THROUGH 1571, 1573 THROUGH 1575, 1577 THROUGH 1579, 1581 THROUGH 1583, 1585 THROUGH

2.9. Project Description

Proposed is the Sohal Ranch subdivision and the associated development agreement (collectively “Project”). The proposal includes:

Tentative Subdivision Map (TSM) 22-02, Sohal Ranch: The property owner proposes to subdivide 41.36 acres into 179 single-family residential lots. Also, part of the subdivision will be a 2.65-acre (net) neighborhood park, which will have a double use for short periods during wet years as a stormwater detention pond, and a 0.11-acre lot for a sewer lift station. Approximately 3.31 acres will be dedicated for additional right-of-way to widen Lincoln Road and George Washington Boulevard along the Project’s frontage, as the Project will construct its half of those streets to ultimately become four lane major arterials.

There is an existing orchard and a single-family residence on the property, all of which will be removed as part of the construction of the subdivision.

Development Agreement: This contract between the City and the developer would extend the life of the subdivision to 15 years, with an additional five-year extension if approved by the City Council. In return the subdivision developer would dedicate approximately 2.60 acres plus right-of-way to the City for a future park. Additionally, the developer will pay an additional \$3,206 per lot neighborhood park fee. The developer will not build the park but is responsible to fully construct all of the street frontages.

Table 1: Project Land Use Summary			
Village	Acres	Single-family residential lots	Other use
1	12.52	57	A 0.11-acre site for a sewer lift station.
2	7.77	39	
3	14.69	83	A 2.65-acre (net) park/ detention pond.
	3.31		Major Arterial right-of-way dedications
Total	41.36	179	

The proposed lots would comply with all R-1 Zone District development standards, including with respect to minimum 50-foot-wide lot widths and lot sizes (5,000 s.f. minimum, 6,000 s.f. for corner lots). Future construction of homes on each of the lots would also be subject compliance with R-1 Zone standards, including building setbacks, percent lot coverage and building heights. Building permits would be required for each new residence.

The subdivision would be accessed via an internal road network of fully improved public streets, with egress/ingress points onto Lincoln Road and George Washington Boulevard. Both Lincoln Road and George Washington Boulevard are identified in the General Plan and the rescinded Lincoln East Specific Plan as major four-lane arterials. The project will construct their portion of those roads.

There is an existing orchard and a single-family residence on the property, all of which will be removed as part of the construction of the subdivision.

The property is within the City limits of Yuba City, with unincorporated properties to the north and west. Water and sewer services would be available through the City of Yuba City. Storm drainage would be coordinated between the City of Yuba City and the Sutter County Water Agency.

2.10. Surrounding Land Uses and Setting

Setting: The Project is located on the southeast corner of Lincoln Road and George Washington Boulevard in a recently annexed area in western Yuba City. The area is planned for by the General Plan for urban growth as the City is growing in that direction.

Table 2: Bordering Land Uses	
On-site	Orchard, an area for row-crops and a single-family residence (to be removed as part of the project).
North:	Lincoln Road with single-family residences and orchards on the north side of the road.
South:	Orchard.
East:	Orchard.
West:	George Washington Boulevard with orchards across the boulevard.

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	X	Air Quality
X	Biological Resources		Cultural Resources		Energy
X	Geology/Soils	X	Greenhouse Gas Emissions		Hazard & Hazardous Materials
	Hydrology/Water Quality		Land Use Planning		Mineral Resources
X	Noise		Population/Housing		Public Services
X	Recreation	X	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.


Signature

9/8/ 2023
Date

Doug Libby, AICP, Deputy Director of Development Services

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 a project 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.

It is worth noting again that this Project is within the boundary of the Lincoln East Specific Plan. While that specific plan was previously rescinded by the City Council, the environmental impact report (EIR) prepared for specific plan was not rescinded. It was the City Council’s intent that CEQA analysis on future projects may utilize technical information and findings from the previously certified LESP EIR in helping to complete

the CEQA studies for these future projects. The EIR identified various potential significant impacts that would occur as the area develops, for which the City Council adopted overriding considerations.

3. Environmental Checklist and Impact Evaluation

The following section presents the initial study checklist recommended by the California Environmental Quality Act (CEQA; Appendix G) to determine potential impacts of a project. Explanations of all answers are provided following each question, as necessary.

3.1. Aesthetics

Table 3.1: Aesthetics				
Except as provided in Public Resources Code Section 21099, would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Have a substantial adverse effect on a scenic vista?			X	
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?			X	
c) In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?			X	
d) Create a new source of substantial light or glare, which would adversely affect day or nighttime views in the area?			X	

3.1.1. Environmental Setting/Affected Environment

Background views are generally considered to be long-range views in excess of 3 to 5 miles from a vantage point. Background views surrounding the Project site are limited due to the flat nature of the site and the surrounding urban landscape. Overall, the vast majority of Sutter County is relatively flat, with the Sutter Buttes being the exception. The Sutter Buttes located several miles northwest of the Project site and are not visibly prominent from this location. The Sutter Buttes comprise the long-range views to the northwest and are visible from the much of the City, except in areas where trees or intervening structures block views of the mountain range.

The City's General Plan, more specifically the Community Design Element "establishes policies to ensure the creation of public and private improvements that will maintain and enhance the image, livability, and aesthetics of Yuba City in the years to come."

The following principles and policies are applicable:

- Maintain the identity of Yuba City as a small-town community, commercial hub, and residential community, surrounded by agricultural land and convey, through land uses and design amenities, Yuba City's character and place in the Sacramento Valley.

- Recognizing the livability and beauty of peer communities with highly designed visual landscapes, commit to a focus on the visual landscape of Yuba City.
- Maintain, develop, and enhance connections between existing and planned neighborhoods.
- Create and build upon a structured open space and parks network, centered on two large urban parks and the Feather River Corridor.
- Strive for lush, landscaped public areas marked by extensive tree plantings.
- Design commercial and industrial centers to be visually appealing, to serve both pedestrians and automobiles, and to integrate into the adjacent urban fabric.

In addition to the City's General Plan, the City provides Design Guidelines. The goal of the City's design guidelines is to ensure the highest quality of building design: designs that are aesthetically pleasing; designs that are compatible with the surroundings in terms of scale, mass, detailing, and building patterns; designs that accommodate the pedestrian, automobile, bicycle, and transit circulation; and designs that consider public safety, public interaction, and historic resources. However, the Design Guidelines do not apply to single-family residences, as is proposed by this 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 view shed of the Project site.

California Building Code Title 24 Outdoor Lighting Standards: The requirements vary according to which “Lighting Zone” the equipment is in. The Standards contain lighting power allowances for newly installed equipment and specific alterations that are dependent on which Lighting Zone the project is located in. Existing outdoor lighting systems are not required to meet these lighting power allowances. However, alterations that increase the connected load, or replace more than 50 percent of the existing luminaires, for each outdoor lighting application that is regulated by the Standards, must meet the lighting power allowances for newly installed equipment.

An important part of the Standards is to base the lighting power that is allowed on how bright the surrounding conditions are. The eyes adapt to darker surrounding conditions, and less light is needed to properly see; when the surrounding conditions get brighter, more light is needed to see. The least power is allowed in Lighting Zone 1 and increasingly more power is allowed in Lighting Zones 2, 3, and 4. By default, government designated parks, recreation areas and wildlife preserves are Lighting Zone 1; rural areas are Lighting Zone 2; and urban areas are Lighting Zone 3. Lighting Zone 4 is a special use district that may be adopted by a local government. The proposed Project is located in an urban area; thereby, it is in Lighting Zone 3.

3.1.4. Impact Assessment/Environmental Consequences:

a) Have a substantial adverse effect on a scenic vista?

This area was a part of the former Lincoln East Specific Plan (LESP) where an Environmental Impact Report (EIR) (SCH#2006082094) was adopted by the City Council. Although the plan was vacated, the environmental analysis that was completed remains. Potential aesthetic impacts were analyzed in the LESP EIR and this proposed project site was a part of that former plan’s boundary. The proposed project has the same land use as that adopted by that former LESP. It was determined regarding build-out of the LESP, that there were no feasible mitigation measures available to ensure the project would not substantially change the existing visual character of the area and the impact was significant and unavoidable and the City adopted Findings of Overriding Consideration for potential aesthetic impacts.

There are no designated scenic vistas within the vicinity of the proposed project. Approval of the subdivision will lead to single-family residential buildings being constructed on the property. The aesthetics associated with new development that may result from this subdivision are expected to be complementary to surrounding uses as new development must be consistent with the general design goals, policies and objectives of the City regarding aesthetics.

The Sutter Buttes are more distant and, to some extent, can be seen over existing development. When these new lots are built upon, the height of the new buildings will be limited by the site’s R-1 zoning (to a maximum of 35 feet in height and 2 stories), similar to the existing residential development in the area, so the impact on views of the Sutter Buttes is considered to be less than significant.

City design objectives are intended to achieve a cohesive design that would complement existing development both adjacent to the project boundaries, as well as within the project area itself. These design objectives will be applied as building plans for new residences are submitted; this may include master building plans for each Village area that include multiple architectural styles and building materials. Potential impacts associated with this are anticipated to 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?

The site is unremarkable in that it is flat with no topographic features, rock outcroppings, large heritage type trees. Therefore, this project's impact is less than significant.

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?

This area was a part of the former LESP where an EIR (SCH#2006082094) was adopted by the City Council. Although the plan was vacated, the environmental analysis that was completed remains. Potential aesthetic impacts were analyzed in the LESP EIR and that included this proposed project site. It was determined that development of the former LESP would alter the visual character of the site by developing a variety of residential, commercial, public, quasi-public, and park uses on formerly agricultural land. This would substantially change the existing visual character or quality of the site and its surroundings. The proposed project has the same land use as that adopted by the former LESP. It was determined regarding build-out of the LESP, that there were no mitigation measures available that could ensure the project would not substantially change the existing visual character of the area and the impact was significant and unavoidable and the City adopted Findings of Overriding Consideration for potential aesthetic impacts.

The publicly visible vantage points of the Project are from Lincoln Avenue and George Washington Boulevard. The Project is nearly surrounded by orchards. Placing a residential subdivision in that area will impact the local aesthetics as the immediate views are of farmland and ranchette homes. However, the property has been planned for and designated by the City for urban uses, as provided in the LESP, and for which overriding considerations were made in the certification of the Lincoln East Specific Plan EIR regarding impacts on public views. As the Project would meet the LESP standards, any further impacts on a scenic vista not previously considered will be less than significant.

d) Create a new source of substantial light or glare, which would adversely affect day or nighttime views in the area?

The City requires new streets to have streetlights, thereby bringing new lighting within this Project. However, street lighting does not extend much beyond the immediate vicinity and also street lighting is not typically considered a significant impact unless there are nearby special circumstances, which there is not. Further, the City requires that the lighting be shielded to screen its view from a distance. Lighting in new homes typically does not extend much beyond the property lines. Therefore, since there are no unique circumstances, the impacts from new street and home lighting should be less than significant.

3.2. Agricultural and Forestry Resources

In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model prepared (1997) by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland.

Table 3.2: Agricultural and Forestry Resources				
Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?			X	
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?				X
c) Conflict with existing zoning for, or cause rezoning of, forestland (as defined in Public Resources Code Section 12220(g)), timberland (as defined by Public Resources Code Section 4526), or timberland zoned Timberland Production (as defined by Government Code Section 51104(g))?				X
d) Result in the loss of forest land or conversion of forest land to non-forest use?				X
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?			X	

3.2.1. Environmental Setting/Affected Environment

Sutter County is located within the northern portion of California's Central Valley in the area known as the Sacramento Valley. It contains some of the richest soils in the State. These soils, combined with abundant surface and subsurface water supplies and a long, warm growing season, make Sutter County's agricultural resources very productive. Sutter County is one of California's leading agricultural counties, with 83 percent of the County's total land acreage currently being used for agricultural purposes. However, while Sutter County provides rich agricultural opportunities, the subject site is within the Yuba City 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?

This area was a part of the former LESP where an EIR (SCH#2006082094) was adopted and certified by the Yuba City Council. Although the plan was vacated, the completed environmental analysis remains. The LESP area was identified as containing Farmland of Statewide Importance, an Important Farmland type as well as other lesser quality designated soils. The loss of agricultural land associated with the LESP was determined in the EIR to be a significant and unavoidable impact and Findings of Overriding Consideration were adopted as part of that project’s approval.

Additionally, the City evaluated the loss of farmland within the City’s sphere of influence (SOI) or Urban Growth Boundary (UGB) as part of the 2004 General Plan process and have included policies designed to reduce the impact of converting agricultural lands to non-agricultural uses. As part of adopting the 2004 General Plan update, the City also adopted an Environmental Impact Report that also made Findings of Overriding Consideration for the loss of agricultural land within the SOI. The proposed project site was recently annexed to the City and had previously been a part of the City’s long established SOI.

The 41.36-acre site is located on land that the 2018 Department of Conservation Important Farmland Map for Sutter County identifies as “Unique Farmland.” However, the site is within the boundaries of the Yuba City urban area and is within the City limits. The City and Sutter County General Plans identify this area for urban development, as compared to the vast majority of Sutter County for which agricultural land is protected from urban growth (this was identified in the EIR’s for both the Yuba City and Sutter County General Plans). The property has been planned for and designated by the City for urban uses, as provided in the General Plan. The EIR for the City General Plan as well as the EIR for the Lincoln East Specific Plan considered the impacts on agricultural land to be significant and unavoidable but made overriding considerations for the significant impacts on. This subdivision will not create any additional significant impacts over what has already been identified regarding the loss of agricultural land. Therefore, the impact on agriculture land above what was anticipated in the General Plan EIR and the Lincoln East Specific Plan EIR will be less than significant.

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

The property is not under a Williamson Act contract and the Project is consistent with existing zoning for non-agricultural uses. As such there are no impacts from inconsistent zoning or effects on a Williamson Act property.

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 consistent with the existing R-1 zoning. The Project is located in the Sacramento Valley in a relatively flat area that is being utilized for agriculture but designated years ago for urban use. There are no forests or timberlands 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?

While the underlying soils have agriculture qualities, the area has been planned for and designated by the City for urban development as part of the 2004 City General Plan and the former LESP. Both of those plans analyzed impacts related to the conversion of farmland to non-agricultural uses and each plan was approved by the City Council where EIRs were certified and Findings of Overriding Consideration were made for the loss and conversion of agricultural land. There are no nearby agricultural uses that are anticipated to be adversely impacted by this project. There are no forestlands on the project site or in the vicinity. No properties within the area are within the Williamson Act. For these reasons, the proposed project is anticipated to result in a less than significant impact.

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 (NOX) and toxic particulate matter from diesel engines. CARB is currently developing a control measure to reduce diesel PM and NOX emissions from existing off-road diesel equipment throughout the state.

California Global Warming Solutions Act: Established in 2006, Assembly Bill 32 (AB 32) requires that California's GHG emissions be reduced to 1990 levels by the year 2020. This will be implemented through a statewide cap on GHG emissions, which will be phased in beginning in 2012. AB 32 requires CARB to develop regulations and a mandatory reporting system to monitor global warming emissions level.

3.3.4. Regional Regulatory Setting

Feather River Air Quality Management District (FRAQMD): The FRAQMD is a bi-county district formed in 1991 to administer local, state, and federal air quality management programs for Yuba and Sutter Counties within the Sacramento Valley Air Basin. The goal of the FRAQMD is to improve air quality in the region through monitoring, evaluation, education and implementing control measures to reduce emissions from stationary sources, permitting and inspection of pollution sources, enforcement of air quality regulations and by supporting and implementing measures to reduce emissions from motor vehicles.

The FRAQMD adopted its Indirect Source Review guidelines document for assessment and mitigation of air quality impacts under CEQA in 1998. The guide contains criteria and thresholds for determining whether a project may have a significant adverse impact on air quality, and methods available to mitigate impacts on air quality. FRAQMD updated its Indirect Source Review Guidelines to reflect the most recent methods recommended to evaluate air quality impacts and mitigation measures for land use development projects in June 2010. This analysis uses guidance and thresholds of significance from the 2010 FRAQMD Indirect Source Review Guidelines to evaluate the proposed project's air quality impacts.

According to FRAQMD's 2010 Indirect Source Review Guidelines, a project would be considered to have a significant impact on air quality if it would:

- Generate daily construction or operational emissions that would exceed 25 pounds per day for reactive organic gases (ROG), 25 pounds per day for oxides of nitrogen (NOX), or 80 pounds per day for PM10; or generate annual construction or operational emissions of ROG or NOX that exceed 4.5 tons per year.

Northern Sacramento Valley Planning Area 2015 Air Quality Attainment Plan: As specified in the California Clean Air Act of 1988 (CCAA), Chapters 1568-1588, it is the responsibility of each air district in California to attain and maintain the state's ambient air quality standards. The CCAA requires that an Attainment Plan be developed by all nonattainment districts for O3, CO, SOx, and NOx that are either receptors or contributors of transported air pollutants. The purpose of the Northern Sacramento Valley Planning Area 2015 Triennial Air Quality Attainment Plan (TAQAP) is to comply with the requirements of the CCAA as implemented through the California Health and Safety Code. Districts in the NSVPA are required to update the Plan every three years. The TAQAP is formatted to reflect the 1990 baseline emissions year with a planning horizon of 2020. The Health and Safety Code, sections 40910 and 40913, require the Districts to achieve state standards by the earliest practicable date to protect the public health, particularly that of children, the elderly, and people with respiratory illness.

Health and Safety Code Section 41503(b): Requires that control measures for the same emission sources are uniform throughout the planning area to the extent that is feasible. To meet this requirement, the NSVPA has coordinated the development of an Attainment Plan and has set up a specific rule adoption

protocol. The protocol was established by the Technical Advisory Committee of the Sacramento Valley Basin-wide Air Pollution Control Council and the Sacramento Valley Air Quality Engineering and Enforcement Professionals, which allow the Districts in the Basin to act and work as a united group with the CARB as well as with industry in the rule adoption process. Section 40912 of the Health and Safety Code states that each District responsible for, or affected by, air pollutant transport shall provide for attainment and maintenance of the state and federal standards in both upwind and downwind Districts. This section also states that each downwind District's Plan shall contain sufficient measures to reduce emissions originating in each District to below levels which violate state ambient air quality standards, assuming the absence of transport contribution

Construction Generated Emissions of Criteria Air Pollutants: The District recommends the following best management practices:

- Implement the Fugitive Dust Control Plan.
- Construction equipment exhaust emissions shall not exceed FRAQMD Regulation III, Rule 3.0,
- Visible Emissions limitations (40 percent opacity or Ringelmann 2.0).
- The contractor shall be responsible to ensure that all construction equipment is properly tuned and maintained prior to and for the duration of onsite operation.
- Limiting idling time to 5 minutes – saves fuel and reduces emissions.
- Utilize existing power sources or clean fuel generators rather than temporary power generators.
- Develop a traffic plan to minimize traffic flow interference from construction activities. The plan may include advance public notice of routing, use of public transportation, and satellite parking areas with a shuttle service. Schedule operations affecting traffic for off-peak hours. Minimize obstruction of through-traffic lanes. Provide a flag person to guide traffic properly and ensure safety at construction sites.
- Portable engines and portable engine-driven equipment units used at the project work site, with the exception of on-road and off-road motor vehicles, may require California Air Resources Board (ARB) Portable Equipment Registration with the State or a local district permit. The owner/operator shall be responsible for arranging appropriate consultations with the ARB or the District to determine registration and permitting requirements prior to equipment operation at the site.

3.3.5. Impact Assessment/Environmental Consequences:

a) Conflict with or obstruct implementation of the applicable air quality plan?

Grading the site will briefly create equipment exhaust and fugitive dust. Ongoing air quality impacts will be from exhaust generated by vehicle traffic from the new residences. The new interior roadways will also be paved which will create some air pollutants. Standards set by FRAQMD, CARB, and Federal agencies relating to the proposed Project will apply. Prior to the initiation of construction, a Fugitive Dust Control Plan will be submitted to FRAQMD as a part of standard measures required by the District. An Indirect Source Review (ISR) application will be filed with the Air District to address emissions from construction.

Since the developer must prepare an air quality analysis and incorporate all of the resulting conditions into the Project and that a fugitive dust control plan be submitted prior to beginning work on the subdivision, any potential significant environmental impacts should be reduced to less than significant.

b) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?

The Project would result in limited generation of criteria pollutants during Project construction and from vehicle traffic generated by the new residents following the construction of the residences. However, the proposed subdivision did not trigger comments from FRAQMD that air quality 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 have been included as a mitigation measure. With this mitigation the impacts from will be less than significant.

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

Construction of the residential subdivision and the ongoing single-family residential uses typically do not generate objectionable odors. As such, the impact of the Project creating local offensive odors would be less than significant.

3.3.6 Air Quality Mitigation Measure

Air Quality Mitigation Measure 1: The development shall use the following Best Management Practices (BMPs) to reduce the impact from off-road diesel equipment include:

- Install diesel particulate filters or implement other ARB-verifies diesel emission control strategies on all construction equipment to further reduce diesel PM emissions beyond the 45% reduction required by the Districts Best Available Mitigation Measure for Construction Phase;
- Use equipment during times when receptors are not present (e.g., when school is not in session or during non-school hours; or when office buildings are unoccupied);
- Establish staging areas for the construction equipment that are as distant as possible from off-site receptors;
- Establish an electricity supply to the construction site and use electric powered equipment instead of diesel-powered equipment or generators, where feasible;
- Use haul trucks with on-road engines instead of off-road engines even for on-site hauling;

- Equip nearby buildings with High Efficiency Particle Arresting (HEPA) filter systems at all mechanical air intake points to the building to reduce the levels of diesel PM that enter the buildings; and/or,
- Temporarily relocate receptors during construction.

3.4. Biological Resources

Table 3.4: Biological Resources				
Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?			X	
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?			X	
c) Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?				X
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?		X		
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?			X	
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?				X

3.4.1. Environmental Setting/Affected Environment

The 41.36-acre level property is within the City of Yuba City. The site has been in agricultural use with no native habitat remaining. There are no known on-site or nearby riparian or critical habitat areas.

3.4.2. Federal & State Regulatory Setting

Threatened and Endangered Species: State and federal “endangered species” legislation has provided California Department of Fish & Wildlife (CDFW) and United States Fish and Wildlife Service (USFWS) with a mechanism for conserving and protecting plant and animal species of limited distribution and/or low or declining populations. Species listed as threatened or endangered under provisions of the state and federal endangered species acts, candidate species for such listing, state species of special concern, and some plants listed as endangered by the California Native Plant Society are collectively referred to as “species of special status.” Permits may be required from both the CDFW and USFWS if activities

associated with a proposed project will result in the “take” of a listed species. “Take” is defined by the state of California as “to hunt, pursue, catch, capture, or kill, or attempt to hunt, pursue, catch, capture or kill” (California Fish and Game Code, Section 86). “Take” is more broadly defined by the federal Endangered Species Act to include “harm” (16 USC, Section 1532(19), 50 CFR, Section 17.3). Furthermore, the CDFW and the USFWS are responding agencies under CEQA. Both agencies review CEQA documents in order to determine the adequacy of their treatment of endangered species issues and to make project-specific recommendations for their conservation.

Migratory Birds: State and federal laws also protect most birds. The Federal Migratory Bird Treaty Act (16U.S.C., sec. 703, Supp. I, 1989) prohibits killing, possessing, or trading in migratory birds, except in accordance with regulations prescribed by the Secretary of the Interior. This act encompasses whole birds, parts of birds, and bird nests and eggs.

Birds of Prey: Birds of prey are also protected in California under provisions of the California Fish and Game Code, Section 3503.5, which states that it is “unlawful to take, possess, or destroy any birds in the order Falconiformes or Strigiformes (birds of prey) or to take, possess, or destroy the nest or eggs of any such bird except as otherwise provided by this code or any regulation adopted pursuant thereto.” Construction disturbance during the breeding season could result in the incidental loss of fertile eggs or nestlings, or otherwise lead to nest abandonment. Disturbance that causes nest abandonment and/or loss of reproductive effort is considered “taking” by the CDFW.

Wetlands and Other Jurisdictional Waters: Natural drainage channels and adjacent wetlands may be considered “Waters of the United States” subject to the jurisdiction of the USACE. The extent of jurisdiction has been defined in the Code of Federal Regulations but has also been subject to interpretation of the federal courts.

Waters of the U.S. generally include:

- All waters which are currently used, or were used in the past, or may be susceptible to use in interstate or foreign commerce, including all waters, which are subject to the ebb and flow of the tide.
- All interstate waters including interstate wetlands.
- All other waters such as intrastate lakes, rivers, streams (including intermittent streams), mudflats, sandflats, wetlands, sloughs, prairie potholes, wet meadows, playa lakes, or natural ponds, the use, degradation, or destruction of which could affect interstate or foreign commerce.
- All impoundments of waters otherwise defined as waters of the United States under the definition.
- Tributaries of waters identified in the bulleted items above.

As determined by the United States Supreme Court in its 2001 Solid Waste Agency of Northern Cook County v. U.S. Army Corps of Engineers (SWANCC) decision, channels and wetlands isolated from other jurisdictional waters cannot be considered jurisdictional on the basis of their use, hypothetical or observed, by migratory birds. Similarly, in its 2006 consolidated Carabell/Rapanos decision, the U.S. Supreme Court ruled that a significant nexus between a wetland and other navigable waters must exist for the wetland itself to be considered a navigable, and therefore, jurisdictional water.

The USACE regulates the filling or grading of Waters of the U.S. under the authority of Section 404 of the Clean Water Act. The extent of jurisdiction within drainage channels is defined by “ordinary high-water marks” on opposing channel banks. All activities that involve the discharge of dredge or fill material into Waters of the U.S. are subject to the permit requirements of the USACE. Such permits are typically issued

on the condition that the applicant agrees to provide mitigation that result in no net loss of wetland functions or values. No permit can be issued until the Regional Water Quality Control Board (RWQCB) issues a Section 401 Water Quality Certification (or waiver of such certification) verifying that the proposed activity will meet state water quality standards.

CEQA Guidelines Section 15380: Although threatened and endangered species are protected by specific federal and state statutes, CEQA Guidelines section 15380(d) provides that a species not listed on the federal or state list of protected species may be considered rare or endangered if the species can be shown to meet certain specific criteria that define “endangered” and “rare” as specified in CEQA Guidelines section 15380(b).

3.4.3. Local Regulatory Setting

The General Plan provides the following policies for the protection of biological resources within the project area:

- 8.4-G-1 Protect special status species, in accordance with State regulatory requirements.
- 8.4-G-2 Protect and enhance the natural habitat features of the Feather River and new open space corridors within and around the urban growth area.
- 8.4-G-3 Preserve and enhance heritage oaks in the Planning Area.
- 8.4-G-4 Where appropriate, incorporate natural wildlife habitat features into public landscapes, parks, and other public facilities
- 8.4-I-1 Require protection of sensitive habitat area and special status species in new development site designs in the following order: 1) avoidance; 2) onsite mitigation; 3) offsite mitigation. Require assessments of biological resources prior to approval of any development within 300 feet of any creeks, sensitive habitat areas, or areas of potential sensitive status species.
- 8.4-I-2 Require preservation of oak trees and other native trees that are of a significant size, by requiring site designs to incorporate these trees to the maximum extent feasible.
- 8.4-I-3 Require to the extent feasible, use of drought tolerant plants in landscaping for new development, including private and public projects.

3.4.4. Impact Assessment/Environmental Consequences:

- a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?*

Per the EIR prepared for the LESP, Swainson’s hawk and other raptor species are the only known sensitive or special status species known in the area. There is nesting within five miles of the Project area. As a precaution, to ensure against the disturbance of an active nesting site a mitigation measure is proposed to ensure there are no nesting raptors on the site prior to construction activities. This mitigation will reduce the potential impacts on any sensitive or special status species to a less than significant level.

According to the Yuba City General Plan EIR, the only designated special status vegetation species within Yuba City and its Sphere of Influence is the Golden Sunburst, a flowering plant that occurs primarily in non-native grasslands and is threatened mostly by the conversion of habitat to urban uses. The habitat area for this particular species occurs at the extreme eastern boundary of the Planning Area at the

confluence of the Feather and Yuba Rivers. This property does not fall within this area, therefore there would be less than significant impact to special status species as a result of this project.

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.

According to the biological report for the EIR prepared for the LESP, no wetlands or federal jurisdictional waters of the U.S. are present within the proposed Project area or general vicinity.

c) Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?

According to the EIR prepared for the LESP, 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. Per the EIR's prepared for the General Plan and for the LESP, there are no known wildlife movement corridors associated with the Project site other than certain raptor species discussed above. A mitigation measure is provided below to address the potential impacts on raptor species nesting sites. As a result, the impacts on fish or wildlife habitat would be less than significant with mitigation.

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 other than several raptor species that are discussed above that would be protected by local policies or ordinances remain on the proposed Project site. Therefore, 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.

3.4.5 Biological Resource Mitigation Measure

Biological Resource Mitigation Measure 1: Pre-construction Nesting Surveys: Pre-construction surveys for nesting raptors should be conducted on trees within the subject property if construction activities occur between March 1 and September 15 pursuant to California Department of Fish & Wildlife requirements. These surveys should be accomplished no later than 7 days prior to commencement of tree removals and grading activities. If nesting raptors are discovered, the Project biologist shall identify

and implement appropriate mitigation, subject to City review and approval, to ensure protection of the raptors prior to any tree removals.

3.5. Cultural Resources

Table 3.5: Cultural Resources				
Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Cause a substantial adverse change in the significance of a historical resource pursuant to §15064.5.			X	
b) Cause a substantial adverse change in the significance of an archeological resource pursuant to § 15064.5.		X		
c) Disturb any human remains, including those interred outside of formal cemeteries?		X		

3.5.1. Federal Regulatory Setting

National Historic Preservation Act of 1966 (as amended), Section 106: The significance of cultural resources is evaluated under the criteria for inclusion in the National Register of Historic Places (NRHP), authorized under the National Historic Preservation Act of 1966, as amended. The criteria defined in 36 CFR 60.4 are as follows:

The quality of significance in American history, architecture, archaeology, and culture is present in districts, sites, buildings, structures, and objects of state and local importance that possess integrity of location, design, setting, materials, workmanship, feeling, and association, and:

- That are associated with events that have made a significant contribution to the broad patterns of our history; or
- That are associated with the lives of persons significant in our past; or
- That embody the distinctive characteristics of a type, period, or method of construction, or that represent the work of a master, or that possess high artistic values, or that represent a significant and distinguishable entity whose components may lack individual distinction; or
- That have yielded, or may be likely to yield, information important to prehistory or history.

Sites listed or eligible for listing on the NRHP are considered to be historic properties. Sites younger than 50 years, unless of exceptional importance, are not eligible for listing in the NRHP.

3.5.2. State Regulatory Setting

CEQA requires consideration of project impacts on archaeological or historical sites deemed to be "historical resources." Under CEQA, a substantial adverse change in the significant qualities of a historical resource is considered a significant effect on the environment. For the purposes of CEQA, a "historical resource" is a resource listed in, or determined to be eligible for listing in, the California Register of Historical Resources (Title 14 CCR §15064.5[a][1]-[3]). Historical resources may include, but are not limited to, "any object, building, site, area, place, record, or manuscript which is historically or

archaeologically significant, or is significant in the architectural, engineering, scientific, economic, agricultural, educational, social, political, military, or cultural annals of California" (PRC §5020.1[j]).

The eligibility criteria for the California Register are the definitive criteria for assessing the significance of historical resources for the purposes of CEQA (Office of Historic Preservation). Generally, a resource is considered "historically significant" if it meets one or more of the following criteria for listing on the California Register:

- Is associated with events that have made a significant contribution to the broad patterns of California's history and cultural heritage.
- Is associated with the lives of persons important in our past.
- Embodies the distinctive characteristics of a type, period, region, or method of construction, or represents the work of an important creative individual, or possesses high artistic values.
- Has yielded, or may be likely to yield, information important in prehistory or history. (PRC §5024.1[c])

In addition, the resource must retain integrity. Integrity is evaluated with regard to the retention of location, design, setting, materials, workmanship, feeling, and association (CCR Title 14, § 4852(c)).

Historical resources may include, but are not limited to, "any object, building, site, area, place, record, or manuscript which is historically or archaeologically significant, or is significant in the architectural, engineering, scientific, economic, agricultural, educational, social, political, military, or cultural annals of California" (PRC §5020.1[j]).

California Health and Safety Code Section 7050.5: Health and Safety Code states that in the event of discovery or recognition of any human remains in any location other than a dedicated cemetery, there shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent remains until the coroner of the county in which the remains are discovered has determined whether or not the remains are subject to the coroner's authority. If the human remains are of Native American origin, the coroner must notify the Native American Heritage Commission within 24 hours of this identification. The Native American Heritage Commission will identify a Native American Most Likely Descendant (MLD) to inspect the site and provide recommendations for the proper treatment of the remains and associated grave goods.

3.5.3. Native American Consultation

In September of 2014, the California Legislature passed Assembly Bill (AB) 52, which added provisions to the PRC regarding the evaluation of impacts on tribal cultural resources under CEQA, and consultation requirements with California Native American tribes. In particular, AB 52 now requires lead agencies to analyze project impacts on "tribal cultural resources" separately from archaeological resources (PRC § 21074; 21083.09). AB 52 also requires lead agencies to engage in additional consultation procedures with respect to California Native American tribes (PRC § 21080.3.1, 21080.3.2, 21082.3). More information is provided in Section 3.18.

3.5.4. Impact Assessment/Environmental Consequences:

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

There is a single-family residence on the property that will be removed as part of this Project. The home does not appear old enough to be considered historic. Per the historical resource surveys conducted for

the LESP EIR there is only one building within the LESP area that is considered to have historical importance – Dahling House – which is located elsewhere within the specific plan area. The EIR prepared for the General Plan update also did not identify any additional buildings in the vicinity as having historical value. As such the potential for significant impacts on any historical resources is less than significant.

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

The LESP EIR documented a field investigation which did not discover any prehistoric archaeological sites or features and, presently, there are no cemeteries within the project area. In the course of project development, there is the possibility of encountering previously unidentified stone or bone tools or fragments; cultural features such as house floors or hearths; concentrations of dietary debris; and/or human remains interred outside of formal cemeteries both within the plan area as well as off-site. A standard accidental discovery mitigation measure, GEO 1, has been incorporated (see Section 3.7, Geology, below), which will reduce this potential impact to a less than significant level.

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

The 41.36-acre property that will be developed has been farmed as an orchard for many years. Per the LESP EIR no formal cemeteries or other places of human internment are known to exist on the proposed Project site. However, there remains the potential for previously unknown sub-surface resources to be present. In order to avoid potential impacts to unknown remains, mitigation measures provided in Section 3.18 are provided to ensure impacts are less than significant.

3.6 Energy

Table 3.6: Energy				
Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Result in potentially significant environmental impacts due to wasteful, inefficient, or unnecessary consumption of energy resources during project construction or operation?			X	
b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?			X	

3.6.1 State Regulatory Setting

California has implemented numerous energy efficiency and conservation programs that have resulted in substantial energy savings. The State has adopted comprehensive energy efficiency standards as part of its Building Standards Code, California Codes of Regulations, Title 24. In 2009, the California Building Standards Commission adopted a voluntary Green Building Standards Code, also known as CALGreen, which became mandatory in 2011. Both Title 24 and CALGreen are implemented by the City of Yuba City in conjunction with its processing of building permits.

CALGreen sets forth mandatory measures, applicable to new residential and nonresidential structures as well as additions and alterations, on water efficiency and conservation, building material conservation, interior environmental quality, and energy efficiency. California has adopted a Renewables Portfolio Standard, which requires electricity retailers in the state to generate 33% of electricity they sell from renewable energy sources (i.e., solar, wind, geothermal, hydroelectric from small generators, etc.) by the end of 2020. In 2018, SB 100 was signed into law, which increases the electricity generation requirement from renewable sources to 60% by 2030 and requires all the state's electricity to come from carbon-free resources by 2045.

3.6.2. Impact Assessment/Environmental Consequences

a) Result in potentially significant environmental impacts due to wasteful, inefficient, or unnecessary consumption of energy resources during project construction or operation?

As with air pollutant emissions, the main sources of energy consumption would be site preparation and construction activities. These activities 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 and operations would not consume energy resources in a manner considered wasteful, inefficient, or unnecessary. 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?

In addition to reducing energy consumption, the proposed sustainability components are consistent with state and local energy efficiency plans. All components will be consistent with the energy efficiency goals of CALGreen and Title 24, and similar measures (see Section 3.8, Greenhouse Gas Emissions). This project is consistent with applicable state and local plans to increase energy efficiency. As a result, a less than significant impact is anticipated.

3.7 Geology and Soils

Table 3.7: Geology and Soils				
Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Directly or indirectly expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:				
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area, or based on other substantial evidence of a known fault?			X	
ii) Strong seismic ground shaking?			X	
iii) Seismic-related ground failure, including liquefaction?			X	
iv) Landslides?				X
b) Result in substantial soil erosion or the loss of topsoil?			X	
c) Be located on a geological unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse?				X
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?				X
e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?				X
f) Directly or indirectly destroy a unique paleontological resources or site or unique geologic feature?		X		

3.7.1 Environmental Setting/Affected Environment

Topography and Geology: According to the Sutter County General Plan, Sutter County is located in the flat surface of the Great Valley geomorphic province of California. The Great Valley is an alluvial plain approximately 50 miles wide and 400 miles long in the central portion of California. The Great Valley's northern portion is the Sacramento Valley, drained by the Sacramento River, and its southern portion is the San Joaquin Valley, drained by the San Joaquin River. The geology of the Great Valley is typified by thick sequences of alluvial sediments derived primarily from erosion of the mountains of the Sierra Nevada to the east, and to a lesser extent, erosion of the Klamath Mountains and Cascade Range to the north. These sediments were transported downstream and subsequently laid down as a river channel, floodplain deposits, and alluvial fans.

Seismic Hazards: Earthquakes are due to a sudden slip of plates along a fault. Seismic shaking is typically the greatest cause of losses to structures during earthquakes. Earthquakes can cause structural damage, injury, and loss of life, as well as damage to infrastructure networks such as water, power, gas, communication, and transportation lines. Other damage-causing effects of earthquakes include surface rupture, fissuring, settlement, and permanent horizontal and vertical shifting of the ground. Secondary impacts can include landslides, seiches, liquefaction, and dam failure.

Seismicity: Although all of California is typically regarded as seismically active, the Central Valley region does not commonly experience strong ground shaking resulting from earthquakes along known and previously unknown active faults. Though no active earthquake faults are known to exist in Yuba City, active faults in the region could generate ground motion felt within the County. Numerous earthquakes of magnitude 5.0 or greater on the Richter scale have occurred on regional faults, primarily those within the San Andreas Fault System in the region. There are several potentially active faults underlying the Sutter Buttes, which are associated with deep-seated volcanism.

The faults identified in Sutter County include the Quaternary Faults, located in the northern section of the County within the Sutter Buttes, and the Pre-Quaternary Fault, located in the southeast of the City, just east of where Highway 70 enters into the County. Both Faults are listed as non-active faults but have the potential for seismic activity.

Ground Shaking: As stated in the Sutter County Multi-Hazard Mitigation Plan, although the County has felt ground shaking from earthquakes with epicenters located elsewhere, no major earthquakes or earthquake related damage has been recorded within the County. Based on historic data and known active or potentially active faults in the region, parts of Sutter County have the potential to experience low to moderate ground shaking. The intensity of ground shaking at any specific site depends on the characteristics of the earthquake, the distance from the earthquake fault, and on the local geologic and soils conditions. Fault zone maps are used to identify where such hazards are more likely to occur based on analyses of faults, soils, topography, groundwater, and the potential for earthquake shaking sufficiently strong to trigger landslide and liquefaction.

Liquefaction: Liquefaction, which can occur in earthquakes with strong ground shaking, is mostly found in areas with sandy soil or fill and a high-water table located 50 feet or less below the ground surface. Liquefaction can cause damage to property with the ground below structures liquefying making the structure unstable causing sinking or other major structural damage. Evidence of liquefaction may be observed in "sand boils," which are expulsions of sand and water from below the surface due to increased pressure below the surface.

Liquefaction during an earthquake requires strong shaking and is not likely to occur in the city due to the relatively low occurrence of seismic activity in the area; however, the clean sandy layers paralleling the Sacramento River, Feather River, and Bear River have lower soil densities and high overall water table are potentially a higher risk area if major seismic activity were to occur. Areas of bedrock, including the Sutter Buttes have high density compacted soils and contain no liquefaction potential, although localized areas of valley fill alluvium can have moderate to high liquefaction potential.

Landslides: Landslides are downward and outward movements of slope forming materials which may be rock, soil, artificial fill, or combinations of such materials. The size of landslides varies from those containing less than a cubic yard of material to massive ones containing millions of cubic yards. Large landslides may move down slope for hundreds of yards or even several miles. A landslide may move rapidly or so slow that a change of position can be noted only over a period of weeks or years. A similar, but much slower movement is called creep. The susceptibility of a given area to landslides depends on a great many variables. With the exception of the Sutter Buttes, Yuba City is located in a landslide-free zone

due to the flat topography. The Sutter Buttes are considered to be in a low landslide hazard zone as shown in Bulletin 198 by the California Division of Mines and Geology.

Soil Erosion: Erosion is a two-step process by which soils and rocks are broken down or fragmented and then transported. The breakdown processes include mechanical abrasion, dissolution, and weathering. Erosion occurs naturally in most systems but is often accelerated by human activities that disturb soil and vegetation. The rate at which erosion occurs is largely a function of climate, soil cover, slope conditions, and inherent soil properties such as texture and structure. Water is the dominant agent of erosion and is responsible for most of the breakdown processes as well as most of the transport processes that result in erosion. Wind may also be an important erosion agent. The rate of erosion depends on many variables including the soil or rock texture and composition, soil permeability, slope, extent of vegetative cover, and precipitation amounts and patterns. Erosion increases with increasing slope, increasing precipitation, and decreasing vegetative cover. Erosion can be extremely high in areas where vegetation has been removed by fire, construction, or cultivation. High rates of erosion may have several negative impacts including degradation and loss of agricultural land, degradation of streams and other water habitats, and rapid silting of reservoirs.

Subsidence: Subsidence is the sinking of a large area of ground surface in which the material is displaced vertically downward, with little or no horizontal movement. Subsidence is usually a direct result of groundwater, oil, or gas withdrawal. These activities are common in several areas of California, including parts of the Sacramento Valley and in large areas of the San Joaquin Valley. Subsidence is a greater hazard in areas where subsurface geology includes compressible layers of silt and clay. Subsidence due to groundwater withdrawal generally affects larger areas and presents a more serious hazard than does subsidence due to oil and gas withdrawal. In portions of the San Joaquin Valley, subsidence has exceeded 20 feet over the past 50 years. In the Sacramento Valley, preliminary studies suggest that much smaller levels of subsidence, up to two feet may have occurred. In most of the valley, elevation data are inadequate to determine positively if subsidence has occurred. However, groundwater withdrawal in the Sacramento Valley has been increasing and groundwater levels have declined in some areas. The amount of subsidence caused by groundwater withdrawal depends on several factors, including: (1) the extent of water level decline, (2) the thickness and depth of the water bearing strata tapped, (3) the thickness and compressibility of silt-clay layers within the vertical sections where groundwater withdrawal is occurring, (4) the duration of maintained groundwater level decline, (5) the number and magnitude of water withdrawals in a given area, and (6) the general geology and geologic structure of the groundwater basin. The damaging effects of subsidence include gradient changes in roads, streams, canals, drains, sewers, and dikes. Many such systems are constructed with slight gradients and may be significantly damaged by even small elevation changes. Other effects include damage to water wells resulting from sediment compaction and increased likelihood of flooding of low-lying areas.

Expansive Soils: Expansive soils are prone to change in volume due to the presence of moisture. Soft clay soils have the tendency to increase in volume when moisture is present and shrink when it is dry (shrink/swell). Swelling soils contain high percentages of certain kinds of clay particles that are capable of absorbing large quantities of water, expanding up to 10 percent or more as the clay becomes wet. The force of expansion is capable of exerting pressure on foundations, slabs, and other confining structures.

Soils: The Natural Resources Conservation Service (NRCS, formerly the Soil Conservation Service) has mapped over 40 individual soil units in the county. The predominant soil series in the county are the Capay, Clear Lake, Conejo, Oswald, and Olashes soils, which account for over 60 percent of the total land area. The remaining soil units each account for smaller percentages the total land area. The Capay and Clear Lake soils are generally present in the western and southern parts of the county. The Conejo soils occur in the eastern part closer to the incorporated areas of the county. Oswald and Olashes soils are

located in the central portion of the county extending north to south, with scattered areas along the southeastern edge of the county. Soil descriptions for the principal soil units in the county are provided below. These descriptions, which were developed by the NRCS, are for native, undisturbed soils and are primarily associated with agricultural suitability. Soil characteristics may vary considerably from the mapped locations and descriptions due to development and other uses. Geotechnical studies are required to identify actual engineering properties of soils at specific locations to determine whether there are specific soil characteristics that could affect foundations, drainage, infrastructure, or other structural features.

3.7.2 Federal Regulatory Setting

Historic Sites Act of 1935: This Act became law on August 21, 1935 (49 Stat. 666; 16 U.S.C. 461-467) and has been amended eight times. This Act establishes as a national policy to preserve for public use historic sites, buildings, and objects, including geologic formations.

National Earthquake Hazards Reduction Program: The National Earthquake Hazards Reduction Program (NEHRP), which was first authorized by Congress in 1977, coordinates the earthquake-related activities of the Federal Government. The goal of NEHRP is to mitigate earthquake losses in the United States through basic and directed research and implementation activities in the fields of earthquake science and engineering. Under NEHRP, FEMA is responsible for developing effective earthquake risk reduction tools and promoting their implementation, as well as supporting the development of disaster-resistant building codes and standards. FEMA's NEHRP activities are led by the FEMA Headquarters (HQ), Federal Insurance and Mitigation Administration, Risk Reduction Division, Building Science Branch, in strong partnership with other FEMA HQ Directorates, and in coordination with the FEMA Regions, the States, the earthquake consortia, and other public and private partners.

3.7.3 State Regulatory Setting

California Alquist-Priolo Earthquake Fault Zoning Act: The Alquist-Priolo Earthquake Fault Zoning Act (originally enacted in 1972 and renamed in 1994) is intended to reduce the risk to life and property from surface fault rupture during earthquakes. The statute prohibits the location of mot types of structures intended for human occupancy across the traces of active faults and regulates construction in the corridors along active faults.

California Seismic Hazards Mapping Act: The Seismic Hazards Mapping Act is intended to reduce damage resulting from earthquakes. While the Alquist-Priolo Earthquake Fault Zoning Act addresses surface fault rupture, the Seismic Hazards Mapping Act addresses other earthquake-related hazards, including ground shaking, liquefaction, and seismically induced landslides. The state is charged with identifying and mapping areas at risk of strong ground shaking, liquefaction, landslides, and other hazards, and cities and counties are required to regulate development within mapped Seismic Hazard Zones.

Uniform Building Code: The California Code of Regulations (CCR) Title 24 is assigned to the California Building Standards Commission, which, by law, is responsible for coordinating all building standards. The California Building Code incorporates by reference the Uniform Building Code with necessary California amendments. The Uniform Building Code is a widely adopted model building code in the United States published by the International Conference of Building Officials. About one-third of the text within the California Building Code has been tailored for California earthquake conditions.

Paleontological Resources: Paleontological resources are the fossilized remains of plants and animals and associated deposits. The Society of Vertebrate Paleontology has identified vertebrate fossils, their taphonomic and associated environmental indicators, and fossiliferous deposits as significant nonrenewable paleontological resources. Botanical and invertebrate fossils and assemblages may also be considered significant resources. CEQA requires that a determination be made as to whether a project would directly or indirectly destroy a unique paleontological resource or site or unique geological feature (CEQA Appendix G(v)(c)). If an impact is significant, CEQA requires feasible measures to minimize the impact (CCR Title 14(3) Section 15126.4 (a)(1)). California Public Resources Code Section 5097.5 (see above) also applies to paleontological resources.

3.7.4 Impact Assessment/Environmental Consequences:

- a) *Directly or indirectly expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:*
 - i. *Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area, or based on other substantial evidence of a known fault?*

According to the Yuba City General Plan, no active earthquake faults are known to exist in Sutter County, although active faults in the region could produce ground motion in Yuba City (Dyett & Bhatia, 2004). The closest known fault zone is the Bear Mountain Fault Zone, located approximately 20 miles northeast of Yuba City (California Geological Survey [CGS], 2015). Potentially active faults do exist in the Sutter Buttes, but those faults are considered small and have not exhibited activity in recent history. Because the distance from the City to the closest known active fault zone is large, the potential for exposure of people or structures to substantial adverse effects from fault rupture is low. Considering that the Building Code incorporates construction standards for minimizing earthquake damage to buildings, and the low potential for a significant earthquake activity in the vicinity, the potential for adverse impacts from an earthquake is 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 a risk in the City limits or within the City's Sphere of Influence.

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

All of the Project's 41.36 acres would be disturbed during site grading. Even though the area is relatively flat, during site grading a large storm could result in the loss of topsoil into the City/Sutter County Water Agency drainage system. However, as part of the grading and construction of the subdivision the applicant will be required to follow Best Management Practices (BMP's) and provide erosion control measures to minimize soil runoff during the construction process. Therefore, impacts from soil erosion are less than significant.

c) *Be located on a geological unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse?*

See d) below.

d) *Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?*

The extreme southwest corner of the Yuba City Sphere of Influence is the only known area with expansive soils. The Project area is not located within that area and therefore will not be impacted by the presence of expansive soils.

e) *Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?*

All of the new residences 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 Measure

Paleontological Mitigation Measure 1: Mitigation Measure 1 shall be placed as a note on the Demolition and Grading Plans. If paleontological resources are found, the construction manager shall halt all activity and immediately contact the Development Services Department at 530-822-4700.

Mitigation shall be conducted as follows:

1. Identify and evaluate paleontological resources by intense field survey where impacts are considered high;
2. Assess effects on identified sites;

3. Consult with the institutional/academic paleontologists conducting research investigations within the geological formations that are slated to be impacted;
4. Obtain comments from the researchers;
5. Comply with researchers' recommendations to address any significant adverse effects were determined by the City to be feasible.

In considering any suggested mitigation proposed by the consulting paleontologist, the City's Community Development Department Staff shall determine whether avoidance is necessary and feasible in light of factors such as the nature of the find, project design, costs, Specific or General Plan policies and land use assumptions, and other considerations. If avoidance is unnecessary or infeasible, other appropriate measures (e.g., data recovery) shall be instituted. Work may proceed on other parts of the project site while mitigation for paleontological resources is carried out.

3.8 Greenhouse Gas Emissions

Table 3.8: Greenhouse Gas Emissions				
Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?		X		
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?		X		

3.8.1 Federal Regulatory Setting

The United States Environmental Protection Agency (USEPA) Mandatory Reporting Rule (40 CFR Part 98), which became effective December 29, 2009, requires that all facilities that emit more than 25,000 metric tons CO₂-equivalent per year beginning in 2010, report their emissions on an annual basis. On May 13, 2010, the USEPA issued a final rule that established an approach to addressing GHG emissions from stationary sources under the Clean Air Act (CAA) permitting programs. The final rule set thresholds for GHG emissions that define when permits under the New Source Review Prevention of Significant Deterioration and title V Operating Permit programs are required for new and existing industrial facilities.

In addition, the Supreme Court decision in *Massachusetts v. EPA* (Supreme Court Case 05-1120) found that the USEPA has the authority to list GHGs as pollutants and to regulate emissions of greenhouse gases (GHG) under the CAA. On April 17, 2009, the USEPA found that CO₂, CH₄, nitrous oxide, hydrofluorocarbons, perfluorocarbons, and sulfur hexafluoride may contribute to air pollution and may endanger public health and welfare. This finding may result in the USEPA regulating GHG emissions; however, to date the USEPA has not propose regulations based on this finding.

3.8.2 State & Local Regulatory Setting

The City's Resource Efficiency Plan as designed under the premise that the City, and the community it represents, is uniquely capable of addressing emissions associated with sources under the City's

jurisdiction and that the City's emission reduction efforts should coordinate with the state strategies of reducing emissions in order to accomplish these reductions in an efficient and cost-effective manner. The City developed this document with the following purposes in mind:

- **Local Control:** The Yuba City Efficiency Plan allows the City to identify strategies to reduce resource consumption, costs, and GHG emissions in all economic sectors in a way that maintains local control over the issues and fits the character of the community. It also may position the City for funding to implement programs tied to climate goals.
- **Energy and Resource Efficiency:** The Efficiency Plan identifies opportunities for the City to increase energy efficiency and lower GHG emissions in a manner that is most feasible within the community. Reducing energy consumption through increasing the efficiency of energy technologies, reducing energy use, and using renewable sources of energy are effective ways to reduce GHG emissions. Energy efficiency also provides opportunities for cost-savings.
- **Improved Public Health:** Many of the GHG reduction strategies identified in the Efficiency Plan also have local public health benefits. Benefits include local air quality improvements; creating a more active community through implementing resource-efficient living practices; and reducing health risks, such as heat stroke, that would be otherwise elevated by climate change impacts such as increased extreme heat days.

Demonstrating Consistency with State GHG Reduction Goals—A GHG reduction plan may be used as GHG mitigation in a General Plan to demonstrate that the City is aligned with State goals for reducing GHG emissions to a level considered less than cumulatively considerable.

3.8.3 Impact Assessment/Environmental Consequences:

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

The proposed project will emit greenhouse gases during project construction due to the operation of construction equipment, and from worker and building supply vehicles. Additionally, the development of homes will increase the potential for additional greenhouse emissions. The City encourages the use of the following in addressing energy efficiency and greenhouse gas emissions, to be addressed as a condition of the project:

- Use of green-building materials on buildings and other outdoor structures, such as low-emission concrete, recycled aggregate, recycled reinforcing, or waffle pods to be used in foundations; recycled plastics to be used in community structures such as fencing or playground equipment; wood flooring materials to be treated with low emissions varnishes and floor board substrates to be made from low emission particleboard; and other recycled building materials like recycled aluminum for window frames or post-consumer plastic for piping;
- Installation of photovoltaic rooftop energy systems where feasible;
- Establishment of tree-planting guidelines that encourage residents to plant trees to shade buildings primarily on the west and south sides of the buildings. Use of deciduous trees (to allow solar gain during the winter) and direct shading of air conditioning systems shall be included in the guidelines;
- Include energy-conserving features as options for home buyers, such as:

1. Increased wall and ceiling insulation (beyond building code requirements);
 2. Energy efficient windows (double-paned or low-E);
 3. Radiant heat barriers;
 4. Solar water-heating systems; and
 5. Low NOx-emitting or high-efficiency, energy efficient water heaters.
- Awnings or other shading mechanisms for windows;
 - Porch, patio, and walkway overhangs;
 - Ceiling fans or whole-house fans;
 - Daylighting (natural lighting) systems such as skylights, light shelves, and interior transom windows;
 - Electrical outlets around the exterior of units shall be installed to encourage the use of electric landscape maintenance equipment;
 - Use of low and no-VOC coatings and paint;
 - Natural gas lines (if available to the project area) shall be provided in backyard or patio areas to encourage the use of gas barbecues; and
 - Pre-wire units with fiber and other high-speed internet connections.

b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?

Gases that trap heat in the atmosphere are referred to as greenhouse gases (GHGs) because they capture heat radiated from the sun as it is reflected back into the atmosphere, similar to a greenhouse. The accumulation of GHGs has been implicated as a driving force for Global Climate Change. Definitions of climate change vary between and across regulatory authorities and the scientific community, but in general can be described as the changing of the climate caused by natural fluctuations and the impact of human activities that alter the composition of the global atmosphere. Both natural processes and human activities emit GHGs. Global Climate Change is a change in the average weather on earth that can be measured by wind patterns, storms, precipitation, and temperature. Although there is disagreement as to the speed of global warming and the extent of the impacts attributable to human activities, the vast majority of the scientific community now agrees that there is a direct link between increased emission of GHGs and long-term global temperature. Potential global warming impacts in California may include, but are not limited to, loss in snowpack, sea level rise, more extreme heat days per year, more high ozone days, more large forest fires, and more drought years. Secondary effects are likely to include a global rise in sea level, impacts to agriculture, changes in disease vectors, and changes in habitat and biodiversity. GHG impacts are considered to be exclusively cumulative impacts; there are no non-cumulative GHG emission impacts from a climate change perspective (CAPCOA).

The proposed construction of the subdivision will create GHG emissions due to the use of motorized construction equipment. The emissions will be from construction equipment during the construction of the subdivision and residences. Once completed, vehicle traffic generated by auto use from the new residences will contribute GHG gases. Due to the small size of the Project it is not expected to create significant greenhouse gas emissions. However, on a cumulative scale, possible reasonable reductions

could be applied to the Project in order to further minimize those impacts. Specifically addressing this proposal, the City's Resource Efficiency Plan addresses greenhouse gas concerns and provides a description of greenhouse gas reduction measures. A mitigation measure is included that requires the Project incorporate the relevant greenhouse gas reduction measures. With this mitigation the impacts from greenhouse gases will be less than significant.

3.8.4 Greenhouse Mitigation Measure

GHG 1: Greenhouse Gas Emissions. Pertaining to potential cumulative impacts associated with GHG emissions, site grading process shall comply with the GHG Reduction Measures provided in the adopted Yuba City Resource Efficiency Plan.

Given compliance with the City's established rules, and proposed mitigation as recommended, impacts associated with this item are considered to be less than significant.

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 only hazardous materials associated with the construction of this subdivision will be those materials associated with grading and construction equipment, which typically includes solvents, oil, and fuel. Provided that these materials are legally and properly used and stored, the proposed Project will not create a significant hazard to the public or the environment. On an ongoing basis the only anticipated hazardous waste generated by the Project would be household hazardous waste. Assuming proper and legal disposal of those wastes there should not be a significant impact from hazardous materials.

- c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?*

There is not a school within one-quarter mile of the Project. Also, assuming proper use of the fuels, solvents, and oil for the grading and paving equipment, there should not be any significant impacts. Similarly, for household hazardous waste generated by new residences, assuming proper and legal use and disposal there will be no significant impacts.

- d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section and, as a result, would create a significant hazard to the public or the environment?*

The property is not on any listings of sites that are contaminated by hazardous wastes. Therefore, the potential for impacts from a known hazardous materials site are less than significant.

- 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 site is not located within the adopted Sutter County Airport and the Yuba County Airport Comprehensive Land Use Plans, nor is within two miles of a public or 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 services will be less than significant.

- g) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?*

The Project site is located on the edge of the urban area, and the urban area is surrounded by irrigated agricultural lands. There are no wildlands on the site or in the vicinity. Accordingly, the potential impacts from wildland fires are 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?			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 makeup 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 will only receive water through the City system, it is unlikely that the Project could degrade the water quality in the City system.

All of the wastewater generated by the 179 new residences will flow into the City wastewater treatment facility which is in compliance with all state water discharge standards. The wastewater from the residences is not expected to generate any unique type of waste that would cause the system to become out of compliance with state standards.

All storm water runoff associated with the Project will ultimately drain into the 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.

Additionally, even though the project site is relatively level, during site grading a large storm could result in the loss of topsoil into the City stormwater drainage system. As part of the construction of the subdivision, the development of the site is subject to the National Pollutant Discharge Elimination System. This triggers the preparation of a Stormwater Pollution Prevention Plan (SWPPP) that includes City adopted Best Management Practices designed to prevent sediment and pollutants from contacting stormwaters moving offsite into receiving waters during the construction process. Assuming all necessary permits are acquired, impacts on water quality are anticipated to be 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 new residences that will result from construction of this subdivision will be connected to the City's water system. While consumption of City water will increase with the Project, very little, if any, groundwater will be utilized as the City primarily utilizes surface water supplies in its system.

c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner that would:

- i. result in substantial erosion or siltation on- or off-site?*
- ii. substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite?*
- iii. create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?*

There will be an increased amount of stormwater drainage caused by new impermeable surfaces created by this development, which will ultimately drain into the Feather River. The Project will be required to construct the local collection facilities and pay the appropriate fees to the City and Sutter County Water Agency 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, there is not expected to be any significant impacts from additional storm water drainage from the site.

iv. impede or redirect flood flows?

According to the Federal Emergency Management Agency this portion of the City is outside of the 100-year flood plain. This is due to the existing levee system that contains seasonally high-water flows from the nearby Feather River from flooding areas outside of the levee system. Additional construction within the City that is outside of the levee system does not impact the levee system and therefore does not increase, impede, or otherwise have any effect on the highwater flows within the levee system. Therefore, there is no impact on the high-water flows within the Feather River levee system.

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

This portion of the City is outside of the 100-year flood plain. 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 a tsunami. Mudflows and landslides are unlikely to happen due to the relatively flat topography within the Project area. Thus, it is unlikely that the Project site would be subject to inundation by a seiche, tsunami, mudflow, or landslide. Therefore, there is no potential for significant impacts from any of these types of events.

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

As noted above, all new construction is required to utilize Best Management Practices. Assuming all required standards are met, water quality of runoff water from the Project will not create any significant impacts. The City primarily utilizes surface water for its water source so there will be no significant impacts on groundwater.

3.11 Land Use and Planning

Table 3.11: Land Use and Planning					
Would the project:		Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a)	Physically divide an established community?			X	
b)	Cause a significant environmental impact due to a conflict with any land use plan, policy or regulation adopted for the purpose of avoiding or mitigating an environmental effect?			X	

3.11.1 Environmental Setting/Affected Environment

The 41.36-acre site and neighboring properties have primarily been utilized for agricultural except for several single-family residences interspersed among the orchards. But the General Plan Land Use Element designates this and the neighboring properties to be developed with low density residential and related uses. The site is bordered on both the north and west sides (across Lincoln Road and George Washington Boulevard) by unincorporated property even though they are within the Yuba City Sphere of Influence, are within the City's General Plan area, and are planned for urban development.

3.11.2 Federal Regulatory Setting

There are no federal or state regulations pertaining to land use and planning relevant to the proposed Project.

3.11.3 Local Regulatory Setting

Yuba City General Plan Land Use Element: The Land Use Element of the General Plan establishes guidance for the ultimate pattern of growth in the City's Sphere of Influence. It provides direction regarding how lands are to be used, where growth will occur, the density/intensity and physical form of that growth, and key design considerations.

3.11.4 Impact Assessment/Environmental Consequences:

a) Physically divide an established community?

The transition of the property to residential uses and a park will be a change from the existing agricultural use. However, the Project would not divide an established neighborhood but would provide for expansion of residential uses in the area. Further, this property and the neighboring properties have been planned for and designated by the City for urban uses, as provided in the General Plan. As such this Project would allow for expansion of the community but would not divide an existing community and would therefore be a less than significant impact.

b) Cause a significant environmental impact due to a conflict with any land use plan, policy or regulation adopted for the purpose of avoiding or mitigating an environmental effect?

This single-family residential Project is consistent with the LDR General Plan land use designation. The proposed Project will have a density of approximately 4.7 residences per acre (excludes park property), which is within the permitted range of 2 to 8 residences per acre. The Project will provide its fair share of street improvements, sewer and stormwater system improvements, and parkland dedication, as provided for in the General Plan. The Project is not in conflict with any land use policies which and as such any environmental impacts due to conflicts with policies, programs, or regulations will be less than significant.

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 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. Because of this the property contains no known mineral resources and there is little opportunity for mineral resource extraction. Additionally, the site

has nearby residential uses, which generally 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 be 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.

Table 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?*

The proposed project will result in the establishment of 179 single family residential lots and a 2.65-acre park. The project site is within the boundaries of the former Lincoln East Specific Plan (LESP) where an Environmental Impact Report (EIR) was previously adopted (SCH# 2006082094). The project site is adjacent to existing developed homes and agricultural uses.

Temporary increase in noise will occur during construction of the subdivision and home construction that would follow, which 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 and, considering the distance between the construction area and the existing residences, the noise effects from this activity are expected to be less than significant.

Table 1: Noise Levels of Typical Construction		
Type of Equipment ⁽¹⁾	dBA at 50 ft.	
	Without Feasible Noise Control ⁽²⁾	With Feasible Noise Control
Dozer or Tractor	80	75
Excavator	88	80
Scraper	88	80
Front End Loader	79	75
Backhoe	85	75
Grader	85	75
Truck	91	75
⁽¹⁾ US Environmental Protection Agency. "Noise from Construction Equipment and Operations, Building Equipment and Home Appliances." Figure IV.H-4. 1971.		
⁽²⁾ Feasible noise control includes the use of intake mufflers, exhaust mufflers and engine shrouds operating in accordance with manufacturers specifications		

The LESP EIR identified traffic noise impacts on the residences near Lincoln Road and George Washington Boulevard. But the EIR also provides that the use of six-foot high masonry walls along the exterior boundaries which is what is proposed. Therefore, the noise level is expected to be within acceptable levels in the new residential neighborhood. Once constructed the single-family residences are generally not considered to be significant noise generators.

The City's Municipal Code requires that project construction activities be limited to the hours of 6:00 a.m. to 9:00 p.m. Monday through Saturday, and the hours of 8:00 a.m. to 9:00 p.m. on Sundays and state and federal holidays. Noise produced from construction-related activities is exempt from the exterior noise limits set by the City's Municipal Code. The LESP EIR explained that compliance with the noise ordinance is adequate mitigation to reduce the impact to a less than significant level. However, because construction activities could expose occupants of adjacent uses to high levels of noise during the day, the LESP recommended the following mitigation measures to further reduce potential noise associated with construction.

Implementation of the following mitigation measure will reduce exposure of occupants on and off the project site to noise associated with project construction to the maximum extent feasible. Mitigation Measures NOI 1, which is also Mitigation Measure 4.9-1 of the LESP EIR, will ensure maximum reduction of noise impacts on receptors near the construction areas by shielding construction activities and staging construction equipment away from residential, and school uses, limiting construction hours to daytime hours, and use of exhaust and intake silencers on construction equipment. Staff has updated subsection (a) of this mitigation measure to clarify it applies to development on parcels less than 50-feet from existing noise sensitive uses because the original measure was unclear on its applicability. Additionally, it is recommended in subsection (f) that the notification requirement be reduced from 500-feet to 300-feet to coincide with existing public noticing requirements for projects. These measures will assist to reduce the exposure of occupants both on and off the project site to the maximum extent feasible; thus, this impact would remain less than significant.

b) Generation of excessive ground borne vibration or ground borne noise levels?

Project construction activities have the potential to generate vibration associated with impact equipment such as jackhammers and the operation of heavy-duty construction equipment such as trucks and bulldozers, jackhammers. Table 3 below shows typical vibration levels for construction equipment.

Table 2: Typical Construction Levels	
Equipment ⁽¹⁾	VdB at 25 ft2
Small Bulldozer	58
Vibratory Roller	94
Jackhammer	79
Loaded Trucks	86
⁽¹⁾ US Environmental Protection Agency. "Noise from Construction Equipment and Operations, Building Equipment and Home Appliances." Figure IV.H-4. 1971.	

Vibration can damage buildings constructed of reinforced concrete, steel, or timber; however, vibration significance is oriented toward avoiding sleep disturbance in residential areas; Based on the information presented the LESP EIR and specifically Table 4.9-7 and Table 4.9-10, vibration levels at residences nearest construction equipment would be expected to exceed the 80 VdB impact criterion for "infrequent"

vibration events⁷ associated with Land Use Category 2 (residences and buildings where people normally sleep).

Based on the estimated vibration levels of construction equipment, only equipment such as a large bulldozer and loaded truck would produce a vibration level above 80 VdB at 25 feet from the source. At 50 feet from the source, the vibration levels from typical construction equipment are not above the FTA's 80 VdB ground borne vibration impact criteria. Construction activities would be limited to the daytime hours between 6:00 AM and 9:00 PM in accordance with the Yuba City Municipal Code; thus, construction activities would not occur during normal sleep hours. However, vibration levels still have the potential to interfere with sleep within the residences or other sensitive buildings during construction hours and could be above the acceptable vibration levels for infrequent events at residential land uses (80 VdB) if within 25 feet of the receptor.

Because construction of the proposed project could expose sensitive receptors to excessive ground borne vibration levels above the Federal Transportation Administration's (FTA) vibration impact criteria, this would be a potentially significant impact.

To address this potential impact, the LESP EIR recommended a mitigation measure that if construction equipment is located at least 50 feet from sensitive receptors, such as residential uses or other land uses where people normally sleep, ground borne vibration levels would be kept below the FTA's vibration impact criteria of 80 VdB for infrequent events. Although this mitigation is well intentioned, build-out of subsequent adjacent projects, where there is no intervening road, make this mitigation measure infeasible because equipment used for compacting and grading would be prohibited from working in adjoining project back yard area or near common property lines. As a result, staff proposes to amend this mitigation measure to reduce this distance to 20-feet so that subsequent adjoining subdivisions can build out. Implementation of this mitigation measure will assist to limit the amount of sleep disturbance to occur during construction hours by excessive ground borne vibration levels reducing the impact to a less-than significant level.

c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?

The Project is not located within two miles of the Sutter County Airport and the Yuba County Airport nor is it near any other public airport or public use airport. Since the Project is not impacted by airport noise, there should be no potential for any significant impacts from any airport activity.

3.13.7 Noise Mitigation Measures

Noise Mitigation Measure 1: The project contractor(s) shall ensure that the following measures are implemented during all phases of project construction:

- a) Whenever construction occurs on parcels less than 50-feet from residential buildings where people normally sleep, schools or other sensitive uses, when it occurs during later project stages on parcels near residential and other noise-sensitive uses built on-site during earlier project stages, temporary barriers shall be constructed around the construction sites to shield the ground floor and lower stories of the noise-sensitive uses. These barriers shall be of ¾-inch Medium Density Overlay (MDO) plywood sheeting, or other material of equivalent utility and appearance, and shall achieve a Sound Transmission Class of STC-30, or greater, based on

certified sound transmission loss data taken according to ASTM Test Method E90. The barrier shall not contain any gaps at its base or face, except for site access and surveying openings. The barrier height shall be designed to break the line-of-sight and provide at least a 5-dBA insertion loss between the noise producing equipment and the upper-most story of the adjacent noise-sensitive uses. If, for practical reasons, which are subject to the review and approval of the City, a barrier cannot be built to provide noise relief to the upper stories of nearby noise-sensitive uses, then it must be built to the tallest feasible height.

- b) Construction equipment staging areas shall be located as far as possible from residential areas while still serving the needs of construction contractor(s).
- c) High noise activities, such as jackhammers, drills, impact wrenches and other generators of sporadic high noise peaks, shall be restricted to the hours of 7:00 a.m. to 6:00 p.m. Monday through Friday, unless it can be proved to the satisfaction of the City that the allowance of work outside these hours and dates would not adversely affect nearby noise-sensitive receptors.
- d) Construction equipment shall be properly muffled and maintained with noise reduction devices to minimize construction-generated noise.
- e) The unnecessary idling of internal combustion engines shall be prohibited.
- f) Residents and businesses within 300 feet of the construction site shall be notified of the construction scheduling in writing.
- g) The construction contractor shall designate a “noise disturbance coordinator” for construction activities. The coordinator shall be responsible for responding to any local complaints regarding construction noise. The coordinator shall determine the cause of the noise complaint (i.e., starting too early, bad muffler, no shielding), and would require that reasonable measures warranted to correct the problem be implemented. A telephone number for the construction coordinator shall be posted at the construction site and be included in the notice sent to neighbors and businesses regarding the construction schedule.

Noise Mitigation Measure 2: The project applicant shall require that all construction contracts include specifications that construction equipment remain a minimum of 20 feet from residential buildings or other buildings where people normally sleep.

The incorporation of the above mitigation measure will ensure that potential impacts are reduced to a less than significant level.

3.14 Population and Housing

Table 3.14: 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 Project would be a planned extension of residential uses into an agricultural area. The property is abutted by agricultural uses but for which are also designated in the General Plan for urban type 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 eight years, following timetables set forth in the law. The housing element must identify and analyze existing and projected housing needs and “make adequate provision for the existing and projected needs of all economic segments of the community,” among other requirements. The City recently adopted its current Housing Element.

3.14.4 Regional Regulatory Setting

State law mandates that all cities and counties offer a portion of housing to accommodate the increasing needs of regional population growth. The statewide housing demand is determined by the California Department of Housing and Community Development (HCD), while local governments and councils of governments decide and manage their specific regional and jurisdictional housing needs and develop a regional housing needs assessment (RHNA).

In the greater Sacramento region, which includes the City of Yuba City, SACOG has the responsibility of developing and approving an RHNA and a Regional Housing Needs Plan (RHNP) every eight years (Government Code, Section 65580 et seq.). This document has a central role of distributing the allocation of housing for every county and city in the SACOG region. Housing needs are assessed for very low income, low income, moderate income, and above moderate households.

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 proposed Project will result in 179 single-family residences and a City park. This is on property that is mostly surrounded by agricultural uses. Single-family residential development has been planned for this property and neighboring properties since at least the adoption of the General Plan in 2004. As this property and neighboring properties have been planned for development for many years, this Project will not induce unplanned growth to the area, and as a result the impacts from unplanned growth will be less than significant.

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

The proposed Project will result in the demolition of one single-family residence. As an offset the Project proposes to construct 179 new single-family residences. As such the loss of the residence will be a less than significant impact.

3.15 Public Services

Table 3.15: Public Services				
Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered government facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
i) Fire protection?			X	
ii) Police protection?			X	
iii) Schools?			X	
iv) Parks?			X	
v) Other public facilities?			X	

3.15.1 Environmental Setting/Affected Environment

Law enforcement for the proposed new housing will be provided by the Yuba City Police Department. Fire protection is provided by the Yuba City Fire Department. Nearby parks and other urban services that will be utilized by new residents, including streets, water, and sewer. Stormwater drainage will also be provided by Yuba City.

3.15.2 Federal Regulatory Setting

National Fire Protection Association: The National Fire Protection Association (NFPA) is an international nonprofit organization that provides consensus codes and standards, research, training, and education on fire prevention and public safety. The NFPA develops, publishes, and disseminates more than 300 such codes and standards intended to minimize the possibility and effects of fire and other risks. The NFPA publishes the NFPA 1, Uniform Fire Code, which provides requirements to establish a reasonable level of fire safety and property protection in new and existing buildings.

3.15.3 State Regulatory Setting

California Fire Code and Building Code: The 2013 California Fire Code (Title 24, Part 9 of the California Code of Regulations) establishes regulations to safeguard against hazards of fire, explosion, or dangerous conditions in new and existing buildings, structures, and premises. The Fire Code also establishes requirements intended to provide safety and assistance to fire fighters and emergency responders during emergency operations. The provision of the Fire Code includes regulations regarding fire-resistance rated construction, fire protection systems such as alarm and sprinkler systems, fire service features such as fire

apparatus access roads, fire safety during construction and demolition, and wildland urban interface areas.

California Health and Safety Code (HSC): State fire regulations are set forth in Sections 13000 et seq. of the California HSC, which includes regulations for building standards (as set forth in the CBC), fire protection and notification systems, fire protection devices such as extinguishers, smoke alarms, childcare facility standards, and fire suppression training.

California Master Mutual Aid Agreement: The California Master Mutual Aid Agreement is a framework agreement between the State of California and local governments for aid and assistance by the interchange of services, facilities, and equipment, including but not limited to fire, police, medical and health, communication, and transportation services and facilities to cope with the problems of emergency rescue, relief, evacuation, rehabilitation, and reconstruction.

3.15.4 Impact Assessment/Environmental Consequences:

a) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered government facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:

Fire Protection: The Fire Department reviewed the proposal and did not express concerns. Since all new housing development pays development impact fees intended to offset the cost of additional fire facilities and equipment costs resulting from this growth, the impacts on fire services will be less than significant.

Police Protection: The Police Department reviewed the proposal and did not express concerns. Since all new housing development pays impact fees that intended to offset the cost of additional police facilities and equipment resulting from this growth the impacts on police services will be less than significant.

Schools: New residences will pay the Yuba City Unified School District adopted school impact fees that are intended to provide the new resident's fair share for expanded or new educational facilities needed to accommodate this new growth. Therefore, the impact on schools will be less than significant.

Parks: The Project proposes to dedicate almost three acres for a City park site, as provided in the General Plan, as well as completing all of the associated right-of-way improvements, as well as paying City development impact fees for parks and recreation. As this will offset any additional park usage generated by this Project, the impact on parks from this Project will be less than significant.

Other Public Facilities: The Project will be connected to City water and wastewater systems. Each new residential connection to those systems must pay connection fees that are utilized for expansion of the respective treatment plants. The City also collects development impact fees for County services that are provided to the new residences, such as the library system and justice system.

Accordingly, the Project's impacts on the provision of public services 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) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?		X		
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?			X	

3.16.1 Environmental Setting/Affected Environment

Yuba City has 22 City-owned parks and recreational areas, managed by the City's Parks and Recreation Department. This consists of four community parks, 15 neighborhood parks, and three passive or mini parks.

3.16.2 Federal Regulatory Setting

There are no federal regulations regarding parks and open space that are applicable to the proposed Project.

3.16.3 State Regulatory Setting

State Public Park Preservation Act: The primary instrument for protecting and preserving parkland is the Public Park Preservation Act of 1971. Under the PRC section 5400-5409, cities and counties may not acquire any real property that is in use as a public park for any non-park use unless compensation or land, or both, are provided to replace the parkland acquired. This provides no net loss of parkland and facilities.

Quimby Act: California Government Code Section 66477, referred to as the Quimby Act, permits local jurisdictions to require the dedication of land and/or the payment of in-lieu fees solely for park and recreation purposes. The required dedication and/or fee are based upon the residential density and housing type, land cost, and other factors. Land dedicated and fees collected pursuant to the Quimby Act may be used for developing new or rehabilitating existing park or recreational facilities.

3.16.4 Local Regulatory Setting

The Yuba City General Plan and the City's Parks Master Plan provide a goal of providing 5 acres of public parkland per 1,000 residents, while it also requires 1 acre of Neighborhood Park for every 1,000 residents. The City's development impact fee program collects fees for new development which is allocated for the acquisition and development of open space in the City.

3.16.5 Impact Assessment/Environmental Consequences:

- a) *Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?*

The 179 new residences that will be constructed as a result of this subdivision will incrementally increase the use of City parks. However, the Project will dedicate almost three acres for parkland and will pay park related development impact fees. The park land dedication as well as the fees that are utilized for new or expanding City parks and will mitigate any incremental impacts on recreational facilities. Implementation of the mitigation measure will reduce any potential impact to a less than significant level.

- b) *Does the project include recreational facilities or require the construction or expansion of recreational facilities, which might have an adverse physical effect on the environment?*

The Project proposes to dedicate land for a future City park site. The park site was considered in all sections of this in this environmental document for its potential impacts, which were considered to be less than significant.

3.16.6 Recreation Mitigation Measures

Recreation Mitigation Measure 1: Development of the neighborhood park shall be consistent with the approved Development Agreement.

3.17 Transportation/Traffic

Table 3.17: 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) Would the project conflict or be inconsistent with CEQA Guidelines section 15064.3 subdivision (b)?			X	
c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?			X	
d) Result in inadequate emergency access?			X	

3.17.1 Federal Regulatory Setting

Federal Highway Administration: FHWA is the agency of the U.S. Department of Transportation (DOT) responsible for the Federally funded roadway system, including the interstate highway network and portions of the primary State highway network. FHWA funding is provided through the Safe, Accountable, Flexible, Efficiency Transportation Equity Act: A Legacy for Users (SAFETEA-LU). SAFETEA- LU can be used

to fund local transportation improvement projects, such as projects to improve the efficiency of existing roadways, traffic signal coordination, bikeways, and transit system upgrades.

Several federal regulations govern transportation issues. They include:

- Title 49, CFR, Sections 171-177 (49 CFR 171-177), governs the transportation of hazardous materials, the types of materials defined as hazardous, and the marking of the transportation vehicles.
- Title 49 CFR 350-399, and Appendices A-G, Federal Motor Carrier Safety Regulations, address safety considerations for the transport of goods, materials, and substances over public highways.

3.17.2. State Regulatory Setting

The measurement of the impacts of a project's traffic is set by the CEQA Guidelines. Section 15064.3 of the Guidelines states that vehicle miles traveled (VMT) is the most appropriate measure of transportation impacts. VMT is a metric which refers to the amount of distance of automobile traffic that is generated by a project. Per the Guidelines "Vehicle miles traveled exceeding an applicable threshold of significance may indicate a significant impact." "Projects that decrease vehicle miles traveled compared to existing conditions should be presumed to have a less than significant environmental impact."

The CEQA Guidelines also states that the lead agency (Yuba City) may "choose the most appropriate methodology to evaluate a project's vehicle miles traveled ...". As this is a new form of calculating significant traffic events, the City has not yet determined its own methodology to calculate levels of significance for VMT. Until that methodology is determined, for purposes of this initial study the information provided by the Sacramento Council of Governments (SACOG) and the CA Office of Planning and Research is utilized. A review of these studies indicates several factors that may be utilized for determining levels of significance. One is that if the project will generate less than 110 vehicle trips per day, it is assumed that with the small size of the project, the impact is less than significant. A second criteria is that for a project, on a per capita or per employee basis, the VMT will be at least 15 percent below that of existing development is a reasonable threshold for determining significance.

As this is a new methodology, future projects may utilize different criterion as they become available.

3.17.3. Local Regulatory Setting

The Yuba City General Plan Transportation Element has policies regulating all mode of transportation and related activities. Specifically, there are Implementing Policies regarding Traffic Levels of Service that are relevant to the Project review process:

5.2-I-12 Develop and manage the roadway system to obtain LOS D or better for all major roadways and intersections in the City. This policy does not extend to residential streets (i.e., streets with direct driveway access to homes) or bridges across the Feather River nor does the policy apply to state highways and their intersections, where Caltrans policies apply. Exceptions to LOS policy may be allowed by the City Council in areas, such as downtown, where allowing a lower LOS would result in clear public benefits. Specific exceptions granted by the Council shall be added to the list of exceptions below:

- SR 20 (SR 99 to Feather River Bridge) – LOS F is acceptable;
- SR 20 (Feather River Bridge) – LOS F is acceptable;

- Bridge Street (Twin Bridges across the Feather River) – LOS F is acceptable;
- Lincoln Road (New bridge across the Feather River) - LOS F is acceptable.

No new development will be approved unless it can be shown that required level of service can be maintained on the affected roadways.

5.2-I-13 Develop and manage residential streets (i.e., streets with direct driveway access to homes) to limit average daily traffic volumes to 2,500 or less and 85th percentile speeds to 25 miles per hour or less.

5.2-I-14 Require traffic impact studies for all proposed new developments that will generate significant amounts of traffic.

Specific thresholds will be based on location and project type, and exceptions may be granted where traffic studies have been completed for adjacent development.

5.2-I-15 Improve intersections as needed to maintain LOS standards and safety on major arterials.

3.17.4. Impact Assessment/Environmental Consequences:

a) Conflict with a program, plan, ordinance, or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities?

The original traffic analysis prepared for the LESP EIR concluded that development of the specific plan area would require major street improvements to the General Plan level streets within the plan area and nearby. The study determined that those impacts would be significant without major improvements of those streets. Mitigation a fair share of improvements was included in the LESP, primarily for street intersections. All projects would make fair share contributions. Even though the specific plan was rescinded, the land use densities and intensities remained the same, so the impacts on the street system is assumed to be the same. For this Project a follow-up traffic review was prepared (Focused Traffic Impact Analysis, Sohal Ranch Subdivision, LESP Mitigation Review, prepared by MHM Incorporated, April 17, 2023 – copy attached to this study). The study considered all of the original relevant intersection improvements with today's City adopted traffic impact fees. Most of those intersection improvements have since been included in the City impact fee program which the Project will automatically pay into on a per-residential building permit basis, and no longer needs to be included as mitigation measures for the Project. This includes:

- Franklin Road/Harding Road
- Franklin Road/Walton Avenue
- Bogue Road Walton Avenue
- Franklin Road/George Washington Blvd.
- Lincoln Road/SR 99
- Franklin Road/Harding Road
- Lincoln Road/Harter Parkway

There are several items that are not within the citywide traffic impact fee program for which fair share mitigation is needed. This includes:

- Bogue Road/Sanborn Road
- Lincoln Road/Sanborn Road
- To provide public transit service and park and ride program for the LESP area.

Mitigation Measures provided below will mitigate this potential impact to less than significant.

3.17.5 Transportation Mitigation Measure

Traffic Mitigation Measure 1: The project applicant(s) shall contribute its fair share of the cost to provide public transit service and additional park-and-ride space for the plan area as determined by the City of Yuba City through participation in a benefit or assessment district or through a separate agreement between the applicant(s), the City of Yuba City, and Yuba-Sutter Transit. At a minimum, service is expected to include the following components.

- Fixed-route bus service connecting the plan area to existing Yuba-Sutter Transit service with a minimum of hourly headways during normal operating hours.
- Demand-responsive service meeting ADA paratransit requirements in the plan area.
- Expansion of peak period (AM and PM) weekday commuter bus service to downtown Sacramento.
- Expansion of park-and-ride space.

Costs shall include the capital costs of transit vehicles and facilities as well as the operating and maintenance cost of the service beyond what would be paid for through the transportation development act (TDA) funding.

Costs shall include the capital costs of transit vehicles and facilities as well as the operating and maintenance cost of the service beyond what would be paid for through the transportation development act (TDA) funding.

Traffic Mitigation Measure 2: For Bogue Road/Sanborn Road - until this intersection is added to the City's Traffic Impact Fee Study Program, the project applicant(s) shall pay a fair-share to install a traffic signal at the Bogue Road/Sanborn Road intersection. If it is added to the City's Fee Study Program the project applicant(s) shall be responsible for complying with the Fee Study Program.

Traffic Mitigation Measure 3: Lincoln Road Sanborn Road, until this intersection is added to the City's Traffic Impact Fee Study Program the project applicant shall pay a fair share to install a traffic signal and construct one left-turn lane and one shared through/right-turn lane on all approaches at the Lincoln Road/Sanborn Road intersection.

b) Would the project conflict or be inconsistent with CEQA Guidelines section 15064.3 subdivision (b)?

This CEQA section describes specific considerations for evaluating a project's transportation impacts in terms of Vehicle Miles Traveled (VMT). SACOG, in "Technical Advisory: On Evaluating Transportation Impacts in CEQA" provides two criteria for which if the project meets either of them, the traffic impacts are considered less than significant. One criterion is that the project generates less than 110 vehicle trips

per day is considered to be less than a significant impact. The Project will exceed this criterion, so it is not further considered in this review. The second criterion is that if a project, on a per capita or per employee basis, the VMT will be at least 15 percent below that of existing development is a reasonable threshold for determining significance. SACOG also has released a draft document (SB 743 regional screening maps) that provides mapping data indicating the average miles traveled for different areas within and around Yuba City. The range of the categories are:

- Less than 50% of regional average.
- 50-85% of regional average.
- 85-100% of the regional average.
- 115-150% of the regional average.
- More than 150% of the regional average.

Per the SACOG maps, for this area under consideration, 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)?

The primary intersection impacted by the Project is the Lincoln Road/George Washington Boulevard intersection. The Project will also be creating two new local street intersections onto those roads. Per the Public Works Department, the improvements made to the Lincoln Road/George Washington Boulevard intersection and the new local street intersections as a result of this Project will meet all City standards those intersections. As such impacts due to inadequate geometric design will be less than significant.

d) Result in inadequate emergency access?

The Fire Department and Police Departments have reviewed the proposed subdivisions. They did not express concerns about emergency access to the property. As such, with the improvements to Lincoln Road and George Washington Boulevard, as well as payment of traffic impact fees for other street improvements, the impacts on providing emergency access to all nearby areas is less than significant.

3.18 Tribal Cultural Resources

Table 3.18: Tribal Cultural Resources				
Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project cause of substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:				
a) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or		X		
b) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.		X		

3.18.1 Federal Regulatory Setting

This section describes the affected environment and regulatory setting for Tribal Cultural Resources (TCRs) in the Master Plan. The following analysis of the potential environmental impacts related to TCRs is derived primarily from the following sources:

- California Native American Heritage Commission Sacred Lands File Search, December 11, 2017
- 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

As provided above, 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

3.18.5 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.

3.18.6 Impact Assessment/Environmental Consequences:

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).*

There are no known tribal and cultural resources known to exist on or proximate to the project site and none have been identified (as defined in Section 21074) within the project area. Therefore, no resources listed for or eligible for listing in the California Register of Historical Resources or a local register are present. A mitigation measure has been added to address potential for inadvertent discovery of tribal cultural resources. With this mitigation, this impact is considered less than significant.

- b) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.*

The UAIC reviewed the cultural study prepared for the LESP EIR. As a result, they concluded that further study was not needed but recommended use of the standard Unanticipated Discoveries Measure be utilized as a mitigation measure. 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 Measure provided below would reduce the potential impacts to a less than significant level.

3.18.7 Tribal Cultural Mitigation Measure

Tribal Cultural Resources Mitigation 1: Worker Awareness Training. The developer shall ensure that a Worker Education Program is developed and delivered to train equipment operators about cultural resources and training shall be documented. The program shall be designed to inform workers about: federal and state regulations pertaining to cultural resources and tribal cultural resources; the subsurface indicators of resources that shall require a work stoppage; procedures for notifying the City of any occurrences; and enforcement of penalties and repercussions for non-compliance with the program. Worker education training may be provided either in person or as a DVD with a training binder, prepared by a qualified professional archaeologist and reviewed by the City. The United Auburn Indian Community (UAIC) shall be afforded the option of attending the initial training in person or providing a video segment or information for incorporation into the training that appeals to the contractor's need to be respectful of tribal cultural resources and tribal participation in implementing unanticipated discovery protocols. All ground-disturbing equipment operators shall be required to receive the training and sign a form that acknowledges receipt of the training. A copy of the form shall be provided to the City as proof of compliance.

Tribal Cultural Resources Mitigation 2: Avoid and minimize impacts to previously unknown Tribal Cultural Resources. If any cultural resources, such as structural features, unusual amounts of bone or shell, artifacts, human remains, or architectural remains are encountered during the initial inspection or during any subsequent construction activities, work shall be suspended within 100 feet of the find, and the construction supervisor shall immediately notify the City representative. If the find includes human remains, then the City shall immediately notify the Sutter County Coroner and the procedures in Section 7050.5 of the California Health and Safety Code and, if applicable, Section 5097.98 of the Public Resources Code, shall be followed. For resources reasonably associated with Native American cultural and for human remains, the City shall coordinate any necessary investigation of the discovery with a UAIC tribal representative and a qualified archaeologist approved by the City. As part of the site investigation and resource assessment, the City shall consult with UAIC to develop, document, and implement appropriate management recommendations, should potential impacts to the resources be found by the City to be significant. Nothing in this measure prohibits the City from considering any comments from other culturally-affiliated Native American tribes that volunteer information to the City during its investigation. Possible management recommendations could include documentation, data recovery, or (if deemed feasible by the City) preservation in place. The contractor shall implement any measures deemed by City staff to be necessary and feasible to avoid, minimize, or mitigate significant effects to the cultural resources, such as the use of a Native American Monitor whenever work is occurring within 100 feet of the discovery of Native American resources, if deemed appropriate by the City.

The types of treatment preferred by UAIC that protects, preserves or restores the integrity of tribal cultural resources may include Tribal Monitoring, or recovery of cultural objects, and reburial of cultural objects or cultural soil that is done in a culturally appropriate manner. Recommendations of the treatment of tribal cultural resources will be documented in the project record. For any recommendations

made by traditionally and culturally affiliated Native American Tribes that are not implemented, a justification for why the recommendation was not followed will be provided in the project record.

3.19 Utilities and Service Systems

Table 3.19: Utilities and Service Systems				
Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Require or result in the relocation or construction of new or expanded water or wastewater treatment or storm drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?			X	
b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry, and multiple dry years?			X	
c) Result in a determination by the wastewater treatment provider, which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?			X	
d) Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?			X	
e) Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?			X	

3.19.1 Environmental Setting/Affected Environment

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

Water: The water supply source for the City is surface water from the Feather River with use of a backup groundwater well. The City of Yuba City is a public water agency with approximately 18,045 connections. City policy only allows areas within the City limits to be served by the surface water system.

Reuse and Recycling: Solid waste generated in Yuba City is collected by Recology Yuba-Sutter. Recology offers residential, commercial, industrial, electronic, and hazardous waste collection, processing, recycling, and disposal, as well as construction and demolition waste processing, diversion, and transfer to a disposal facility. The City's municipal solid waste is delivered to the Ostrom Road Landfill; a State-permitted solid waste facility that provides a full range of transfer and diversion services. As of June 2021, the Recology Ostrom Road Landfill Remaining Site Net Airspace is 33,764,000 cy; and has a remaining capacity of 21,297,000 tons; and remaining landfill service life is 53 years.

3.19.2 Federal Regulatory Setting

National Pollutant Discharge Elimination System: Discharge of treated wastewater to surface water(s) of the U.S., including wetlands, requires an NPDES permit. In California, the RWQCB administers the issuance of these federal permits. Obtaining a NPDES permit requires preparation of detailed information, including characterization of wastewater sources, treatment processes, and effluent quality. Any future development that exceeds one acre in size would be required to comply with NPDES criteria, including preparation of a Stormwater Pollution Prevention Plan (SWPPP) and the inclusion of BMPs to control erosion and offsite transport of soils.

3.19.3 State Regulatory Setting

State Water Resources Control Board (SWRCB): Waste Discharge Requirements Program. State regulations pertaining to the treatment, storage, processing, or disposal of solid waste are found in Title 27, CCR, Section 20005 et seq. (hereafter Title 27). In general, the Waste Discharge Requirements (WDRs) Program (sometimes also referred to as the “Non-Chapter 15 (Non 15) Program”) regulates point discharges that are exempt pursuant to Subsection 20090 of Title 27 and not subject to the Federal Water Pollution Control Act. Exemptions from Title 27 may be granted for nine categories of discharges (e.g., sewage, wastewater, etc.) that meet, and continue to meet, the preconditions listed for each specific exemption. The scope of the WDRs Program also includes the discharge of wastes classified as inert, pursuant to Section 20230 of Title 27. Several programs are administered under the WDR Program, including the Sanitary Sewer Order and recycled water programs.

Department of Resources Recycling and Recovery (CalRecycle): The Department of Resources Recycling and Recovery (CalRecycle) is the State agency designated to oversee, manage, and track the 76 million tons of waste generated each year in California. CalRecycle develops laws and regulations to control and manage waste, for which enforcement authority is typically delegated to the local government. The board works jointly with local government to implement regulations and fund programs.

The Integrated Waste Management Act of 1989 (PRC 40050 et seq. or Assembly Bill (AB 939, codified in PRC 40000), administered by CalRecycle, requires all local and county governments to adopt a Source Reduction and Recycling Element to identify means of reducing the amount of solid waste sent to landfills. This law set reduction targets at 25 percent by the year 1995 and 50 percent by the year 2000. To assist local jurisdictions in achieving these targets, the California Solid Waste Reuse and Recycling Access Act of 1991 requires all new developments to include adequate, accessible, and convenient areas for collecting and loading recyclable and green waste materials.

Regional Water Quality Control Boards: The primary responsibility for the protection of water quality in California rests with the State Water Resources Control Board (State Board) and nine Regional Water Quality Control Boards. The State Board sets statewide policy for the implementation of state and federal laws and regulations. The Regional Boards adopt and implement Water Quality Control Plans (Basin Plans), which recognize regional differences in natural water quality, actual and potential beneficial uses, and water quality problems associated with human activities.

National Pollutant Discharge Elimination System (NPDES) Permit: As authorized by the Clean Water Act (CWA), the National Pollutant Discharge Elimination System (NPDES) Permit Program controls water pollution by regulating point sources that discharge pollutants into water of the United States. In California, it is the responsibility of Regional Water Quality Control Boards (RWQCB) to preserve and enhance the quality of the state’s waters through the development of water quality control plans and the

issuance of waste discharge requirements (WDRs). WDRs for discharges to surface waters also serve as NPDES permits.

California Department of Water Resources: The California Department of Water Resources (DWR) is a department within the California Resources Agency. The DWR is responsible for the State of California's management and regulation of water usage.

3.19.4 Impact Assessment/Environmental Consequences:

a) Require or result in the relocation or construction of new or expanded water or wastewater treatment or storm drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?

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. Additionally, construction impacts from the installation of utility line extensions to serve the site were analyzed in the LESP EIR.

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.

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 types of facilities is anticipated to be less than significant.

c) Result in a determination by the wastewater treatment provider, which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?

See Parts a) and b), above.

d) Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals.

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 this region including all of Sutter and Yuba Counties. There is adequate collection and landfill capacity to accommodate the proposed development. Transportation and disposal of all waste due to the proposed project's construction and build-out would be facilitated in accordance with all applicable federal, state and local statutes and regulations. Impacts are considered to be less than significant.

3.20 Wildfire

Table 3.20: Wildfire				
If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Substantially impair an adopted emergency response plan or emergency evacuation plan?			X	
b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?			X	
c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?			X	
d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?			X	

3.20.1 Environmental Setting/Affected Environment

Wildland fires are an annual hazard in Sutter County, particularly in the vicinity of the Sutter Buttes, and, to a lesser degree due to urbanized development, Yuba City. Wildland fires burn natural vegetation on undeveloped lands and include rangeland, brush, and grass fires. Long, hot, and dry summers with temperatures often exceeding 100°F add to the County's fire hazard. Human activities are the major causes of wildland fires, while lightning causes the remaining wildland fires. Irrigated agricultural areas, which tend to surround Yuba City, are considered a low hazard for wildland fires.

The California Department of Forestry and Fire Protection's Fire and Resource Assessment Program identifies fire threat based on a combination of two factors: 1) fire frequency, or the likelihood of a given area burning, and 2) potential fire behavior (hazard). These two factors are combined in determining the following Fire Hazard Severity Zones: Moderate, High, Very High, Extreme. These zones apply to areas designated as State Responsibility Areas – areas in which the State has primary firefighting responsibility. The project site is not within a State Responsibility Area and therefore has not been placed in a Fire Hazard Severity Zone.

3.20.2 Impact Assessment/ Environmental Consequences

a) Substantially impair an adopted emergency response plan or emergency evacuation plan?

As discussed in Section 3.17 of this Initial Study, Project construction is not expected to substantially obstruct emergency vehicles or any evacuations that may occur in the area. Project operations would not obstruct any roadways. 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 in a level irrigated agricultural area that is transitioning to urban use. There is little, if any, native vegetation remaining. This type of environment is generally not subject to wildfires near the urban area. 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 substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important example of the major periods of California history or prehistory?		X		
b) Have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)			X	
c) Have environmental effects, which will cause substantial adverse effects on human beings, either directly or indirectly?			X	

3.21.1 Impact Assessment/Environmental Consequences:

- a) Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important example of the major periods of California history or prehistory?*

The land was stripped many years ago of native vegetation for agricultural uses. Therefore, with the proposed mitigation measure for raptors that may be nesting on the property, the construction of this subdivision will not significantly degrade the quality of the natural environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate an important example of the major periods of California history or prehistory.

The analysis conducted in this Initial Study/Mitigated Negative Declaration results in a determination that the proposed Project, with its mitigation measures, will have a less than significant effect on the local environment.

- b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)*

CEQA Guidelines Section 15064(i) states that a Lead Agency shall consider whether the cumulative impact of a project is significant and whether the effects of the project are cumulatively considerable. The assessment of the significance of the cumulative effects of a project must, therefore, be conducted in connection with the effects of past projects, other current projects, and probable future projects.

This Project is consistent with the residential densities and policies of the General Plan. As such the traffic generated by the Project 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. The City has good development and design standards that will be applied to the subdivision. The loss of agricultural land is cumulative but based on City and County agricultural protection program, the loss is limited to within the urban areas of the cities which is a minor portion of the entire County. The school district has not indicated that they lack capacity to provide proper educational facilities to the new students. The FRAQMD also did not comment that the project would create any significant cumulative impacts on air quality. Therefore, there are no significant impacts that will be individually limited but cumulatively considerable.

- c) Does the project have environmental effects, which will cause substantial adverse effects on human beings, either directly or indirectly?*

The proposed Project in and of itself would not create a significant hazard to the public or the environment. Construction-related air quality, noise, and hazardous materials exposure impacts would occur for a very short period and only be a minor impact during that time period. Therefore, the proposed Project would not have any direct or indirect significant adverse impacts on humans.

4. Section References and/or Incorporated by Reference

According to Section 15150 of the CEQA Guidelines, an ND may incorporate by reference all or portions of another document that is a matter of public record. The incorporated language will be considered to be set forth in full as part of the text of the ND. All documents incorporated by reference are available for review at, or can be obtained through, the City of Yuba City Development Services Department located at the address provided above. The following documents are incorporated by reference:

MHM Engineering, July 12, 2023, Focused Traffic Impact analysis for Sohal Ranch Subdivision, LESA Mitigation Review.

PBSJ for the City of Yuba City, March 2009, Environmental Impact Report for the Lincoln East specific Plan.

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).

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Fehr & Peers Associates, Inc. 1995. Yuba-Sutter Bikeway Master Plan. December 1995.

“Determination of 1-in-200 Year Floodplain for Yuba City Urban Level of Flood Protection Determination,” prepared for Yuba City by MBK Engineers, November 2015.

Sutter County General Plan.

Feather River Air Quality Management District (FRAQMD) CEQA Significance Thresholds.

Yuba Sutter Transit Route Map.

California Department of Conservation, California Geological Survey. "Fault Zone Activity Map." Alquist-Priolo Earthquake Fault Zones.

California Department of Toxic Substances Control (DTSC). 2016. EnviroStor. Available at <http://www.envirostor.dtsc.ca.gov/public/>

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Appendix A

MITIGATION MEASURES AND MONITORING PLAN SOHAL RANCH SUBDIVISION

*Initial Study and Mitigated Negative Declaration EA 22-06
For Tentative Subdivision Map 22-02 and
a Development Agreement*

City of Yuba City
MITIGATION MEASURES AND MONITORING PLAN
Sohal Ranch Subdivision:

Initial Study and Mitigated Negative Declaration EA 22-06
For Tentative Subdivision Map 22-02 and a Development Agreement

Impact	Mitigation Measure	Responsible Party	Monitoring Party	Timing
3.3 Air Quality	Air Quality Mitigation Measure 1: The development shall use the following Best Management Practices (BMPs) to reduce the impact from off-road diesel equipment include: • Install diesel particulate filters or implement other ARB-verifies diesel emission control strategies on all construction equipment to further reduce diesel PM emissions beyond the 45% reduction required by the Districts Best Available Mitigation Measure for Construction Phase; • Use equipment during times when receptors are not present (e.g., when school is not in session or during non-school hours; or when office buildings are unoccupied); • Establish staging areas for the construction equipment that are as distant as possible from off-site receptors; • Establish an electricity supply to the construction site and use electric powered equipment instead of diesel-powered equipment or generators, where feasible; • Use haul trucks with on-road engines instead of off-road engines even for on-site hauling; • Equip nearby buildings with High Efficiency Particle Arresting (HEPA) filter systems at all mechanical air intake points to the building to reduce the levels of diesel PM that enter the buildings; and/or, • Temporarily relocate receptors during construction.	Developer	Development Services Dept.	During the construction phase.
3.4 Biological Resources	Biological Resource Mitigation Measure 1: Pre-construction Nesting Surveys: Pre-construction surveys for nesting raptors should be conducted on trees within the subject property if construction activities occur between March 1 and September 15	Developer	Development Services Dept.	Prior to the construction phase

	pursuant to California Department of Fish & Wildlife requirements. These surveys should be accomplished no later than 7 days prior to commencement of tree removals and grading activities. If nesting raptors are discovered, the Project biologist shall identify and implement appropriate mitigation, subject to City review and approval, to ensure protection of the raptors prior to any tree removals.			
3.7 Geology and Soils	Paleontological Mitigation Measure 1: This Mitigation Measure shall be placed as a note on the Demolition and Grading Plans. If paleontological resources are found, the construction manager shall halt all activity and immediately contact the Development Services Department at 530-822-4700. Mitigation shall be conducted as follows: 1. Identify and evaluate paleontological resources by intense field survey where impacts are considered high; 2. Assess effects on identified sites; 3. Consult with the institutional/academic paleontologists conducting research investigations within the geological formations that are slated to be impacted; 4. Obtain comments from the researchers; 5. Comply with researchers' recommendations to address any significant adverse effects were determined by the City to be feasible. In considering any suggested mitigation proposed by the consulting paleontologist, the City's Community Development Department Staff shall determine whether avoidance is necessary and feasible in light of factors such as the nature of the find, project design, costs, Specific or General Plan policies and land use assumptions, and other considerations. If avoidance is unnecessary or infeasible, other appropriate measures (e.g., data recovery) shall be instituted. Work may proceed on other parts of the project site while mitigation for paleontological resources is carried out.	Developer	Development Services Dept	During construction phase

3.8. Greenhouse Gases	Greenhouse Gas Mitigation 1: Pertaining to potential cumulative impacts associated with GHG emissions, 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.
3.13. Noise	Noise Mitigation Measure 1: The project contractor(s) shall ensure that the following measures are implemented during all phases of project construction: a) Whenever construction occurs on parcels less than 50-feet from residential buildings where people normally sleep, schools or other sensitive uses, when it occurs during later project stages on parcels near residential and other noise-sensitive uses built on-site during earlier project stages, temporary barriers shall be constructed around the construction sites to shield the ground floor and lower stories of the noise-sensitive uses. These barriers shall be of ¾-inch Medium Density Overlay (MDO) plywood sheeting, or other material of equivalent utility and appearance, and shall achieve a Sound Transmission Class of STC-30, or greater, based on certified sound transmission loss data taken according to ASTM Test Method E90. The barrier shall not contain any gaps at its base or face, except for site access and surveying openings. The barrier height shall be designed to break the line-of-sight and provide at least a 5-dBA insertion loss between the noise producing equipment and the upper-most story of the adjacent noise-sensitive uses. If, for practical reasons, which are subject to the review and approval of the City, a barrier cannot be built to provide noise relief to the upper stories of nearby noise-sensitive uses, then it must be built to the tallest feasible height. b) Construction equipment staging areas shall be located as far as possible from residential areas while still serving the needs of construction contractor(s). c) High noise activities, such as jackhammers, drills, impact wrenches and other generators	Developer	Development Services Dept.	During construction phase

	of sporadic high noise peaks, shall be restricted to the hours of 7:00 a.m. to 6:00 p.m. Monday through Friday, unless it can be proved to the satisfaction of the City that the allowance of work outside these hours and dates would not adversely affect nearby noise-sensitive receptors. d) Construction equipment shall be properly muffled and maintained with noise reduction devices to minimize construction-generated noise. e) The unnecessary idling of internal combustion engines shall be prohibited. f) Residents and businesses within 300 feet of the construction site shall be notified of the construction scheduling in writing. g) The construction contractor shall designate a “noise disturbance coordinator” for construction activities. The coordinator shall be responsible for responding to any local complaints regarding construction noise. The coordinator shall determine the cause of the noise complaint (i.e., starting too early, bad muffler, no shielding), and would require that reasonable measures warranted to correct the problem be implemented. A telephone number for the construction coordinator shall be posted at the construction site and be included in the notice sent to neighbors and businesses regarding the construction schedule. Noise Mitigation Measure 2: The project applicant shall require that all construction contracts include specifications that construction equipment remain a minimum of 20 feet from residential buildings or other buildings where people normally sleep.			
3.16. Recreation	Recreation Mitigation Measure 1: Development of the neighborhood park shall be consistent with the approved Development Agreement.	Developer	Public Works Dept.	Prior to issuance of building permits.

3.17. Transportation and Traffic	Traffic Mitigation Measure 1: The project applicant(s) shall contribute its fair share of the cost to provide public transit service and additional park-and-ride space for the plan area as determined by the City of Yuba City through participation in a benefit or assessment district or through a separate agreement between the applicant(s), the City of Yuba City, and Yuba-Sutter Transit. At a minimum, service is expected to include the following components. • Fixed-route bus service connecting the plan area to existing Yuba-Sutter Transit service with a minimum of hourly headways during normal operating hours. • Demand-responsive service meeting ADA paratransit requirements in the plan area. • Expansion of peak period (AM and PM) weekday commuter bus service to downtown Sacramento. • Expansion of park-and-ride space. Costs shall include the capital costs of transit vehicles and facilities as well as the operating and maintenance cost of the service beyond what would be paid for through the transportation development act (TDA) funding. Costs shall include the capital costs of transit vehicles and facilities as well as the operating and maintenance cost of the service beyond what would be paid for through the transportation development act (TDA) funding. Traffic Mitigation Measure 2: For Bogue Road/Sanborn Road - until this intersection is added to the City's Traffic Impact Fee Study Program, the project applicant(s) shall pay a fair-share to install a traffic signal at the Bogue Road/Sanborn Road intersection. If it is added to the City's Fee Study Program the project applicant(s) shall be responsible for complying with the Fee Study Program. Traffic Mitigation Measure 3: Lincoln Road Sanborn Road, until this intersection is added to the City's Traffic Impact Fee Study Program the project applicant shall pay a fair share to install a traffic signal and construct one left-turn lane and one shared	Developer, Public Works Dept.	Public Works Dept.	Prior to recordation of the subdivision map
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	through/right-turn lane on all approaches at the Lincoln Road/Sanborn Road intersection.			
3.18. Tribal Cultural Resources	Tribal Cultural Resources Mitigation 1: <i>Worker Awareness Training.</i> The developer shall ensure that a Worker Education Program is developed and delivered to train equipment operators about cultural resources and training shall be documented. The program shall be designed to inform workers about: federal and state regulations pertaining to cultural resources and tribal cultural resources; the subsurface indicators of resources that shall require a work stoppage; procedures for notifying the City of any occurrences; and enforcement of penalties and repercussions for non-compliance with the program. Worker education training may be provided either in person or as a DVD with a training binder, prepared by a qualified professional archaeologist and reviewed by the City. The United Auburn Indian Community (UAIC) shall be afforded the option of attending the initial training in person or providing a video segment or information for incorporation into the training that appeals to the contractor's need to be respectful of tribal cultural resources and tribal participation in implementing unanticipated discovery protocols. All ground-disturbing equipment operators shall be required to receive the training and sign a form that acknowledges receipt of the training. A copy of the form shall be provided to the City as proof of compliance. Tribal Cultural Resources Mitigation 2: Avoid and minimize impacts to previously unknown Tribal Cultural Resources. If any cultural resources, such as structural features, unusual amounts of bone or shell, artifacts, human remains, or architectural remains are encountered during the initial inspection or during any subsequent construction activities, work shall be suspended within 100 feet of the find, and the construction supervisor shall immediately notify the City representative. If the find includes human remains, then the City shall immediately notify the Sutter County Coroner and the procedures in Section 7050.5 of the California Health and Safety Code and, if applicable, Section 5097.98 of the Public Resources Code, shall be followed. For resources reasonably associated with Native American cultural and for human remains, the City shall coordinate any	Developer	Development Services Dept.	During construction phase

	necessary investigation of the discovery with a UAIC tribal representative and a qualified archaeologist approved by the City. As part of the site investigation and resource assessment, the City shall consult with UAIC to develop, document, and implement appropriate management recommendations, should potential impacts to the resources be found by the City to be significant. Nothing in this measure prohibits the City from considering any comments from other culturally-affiliated Native American tribes that volunteer information to the City during its investigation. Possible management recommendations could include documentation, data recovery, or (if deemed feasible by the City) preservation in place. The contractor shall implement any measures deemed by City staff to be necessary and feasible to avoid, minimize, or mitigate significant effects to the cultural resources, such as the use of a Native American Monitor whenever work is occurring within 100 feet of the discovery of Native American resources, if deemed appropriate by the City. The types of treatment preferred by UAIC that protects, preserves or restores the integrity of tribal cultural resources may include Tribal Monitoring, or recovery of cultural objects, and reburial of cultural objects or cultural soil that is done in a culturally appropriate manner. Recommendations of the treatment of tribal cultural resources will be documented in the project record. For any recommendations.			
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Appendix B

FOCUSED TRAFFIC IMPACT ANALYSIS FOR SOHAL RANCH SUBDIVISION

Prepared by MHM Engineering

July 28, 2023

FOCUSED TRAFFIC IMPACT ANALYSIS

SOHAL RANCH SUBDIVISION LESP MITIGATION REVIEW



Prepared by:

MHM Incorporated
1204 E Street, P.O. Box B
Marysville, California 95901

July 28, 2023

**FOCUSED TRAFFIC IMPACT ANALYSIS
FOR SOHAL RANCH SUBDIVISION**
Yuba City, CA

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**FOCUSED TRAFFIC IMPACT ANALYSIS
FOR SOHAL RANCH SUBDIVISION**
Yuba City, CA

INTRODUCTION

This report summarizes MHM Incorporated analysis of the potential traffic related mitigation measures within the Lincoln East Specific Plan (LESP) Project EIR and CEQA requirements for the impacts and traffic operational effects associated with the Sohal Ranch Subdivision in Yuba City, California. The Sohal Ranch Subdivision is located in southwest Yuba City at the southeast corner of South George Washington Boulevard and Lincoln Road. Figure 1 presents the site relative to the vicinity and the proposed tentative map is shown in Figure 2.

Project Description. Sohal Ranch will occupy roughly 40 acres located in the southeast corner of South George Washington Boulevard and Lincoln Road. The project proposes 179 single family residential lots and a neighborhood park of 2.63 net acres. Access to the local circulation system is planned at two intersections, one onto Lincoln Road and one onto South George Washington Boulevard. In the future, there will be an access to Harter Parkway. The project was part of the Lincoln East Specific Plan which was rescinded by the City Council. The land use and circulation plan developed in the LESP is still part of the City zoning and General Plan maps.

Analysis Approach. The purpose of this focused analysis is to review mitigation measures from the LESP for some key intersections near the proposed Sohal Ranch Subdivision. The intersections and roadways reviewed are as follows:

- 1) Bogue Road/Sanborn Road – Review mitigation measure within the LESP and determine the CEQA requirements for the Sohal Ranch.
- 2) Franklin Road/Walton Avenue – Review mitigation measure within the LESP and determine the CEQA requirements for the Sohal Ranch.
- 3) Lincoln Road/Walton Avenue – Review mitigation measure within the LESP and determine the CEQA requirements for the Sohal Ranch.
- 4) Bogue Road/Walton Avenue – Review mitigation measure within the LESP and determine the CEQA requirements for the Sohal Ranch.
- 5) Franklin Road/George Washington Boulevard – Review mitigation measure within the LESP and determine the CEQA requirements for the Sohal Ranch.
- 6) Lincoln Road/George Washington Boulevard – Review mitigation measure within the LESP and determine the CEQA requirements for the Sohal Ranch.
- 7) Bogue Road/George Washington Boulevard – Review mitigation measure within the LESP and

determine the CEQA requirements for the Sohal Ranch.

- 8) Lincoln Road/Sanborn Road – Review mitigation measure within the LESP and determine the CEQA requirements for the Sohal Ranch.
- 9) Lincoln Road/SR 99 – Review mitigation measure within the LESP and determine the CEQA requirements for the Sohal Ranch.
- 10) Lincoln Road/Harter Parkway – Review mitigation measure within the LESP and determine the CEQA requirements for the Sohal Ranch.

Figure No. 1 - Location Map

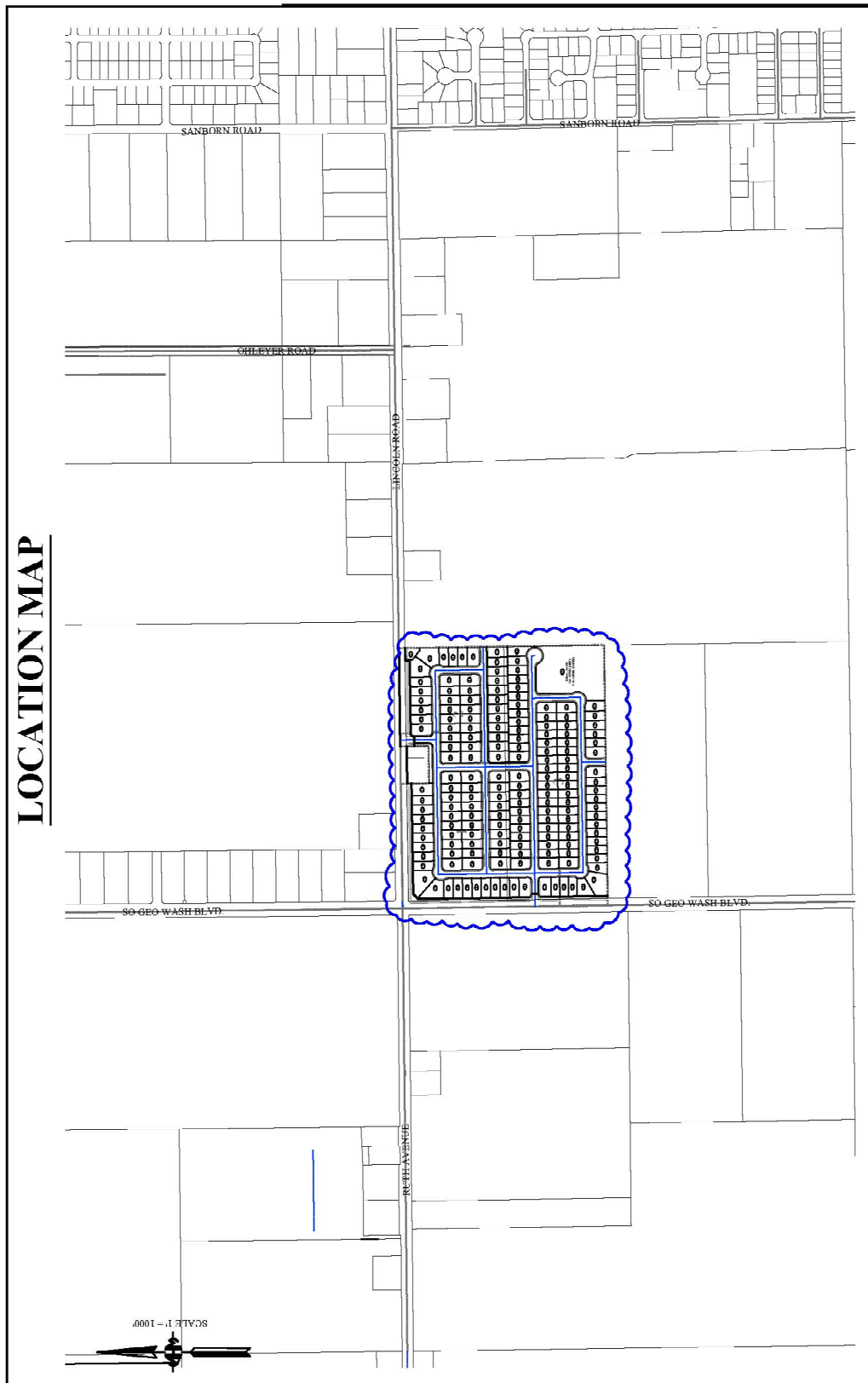
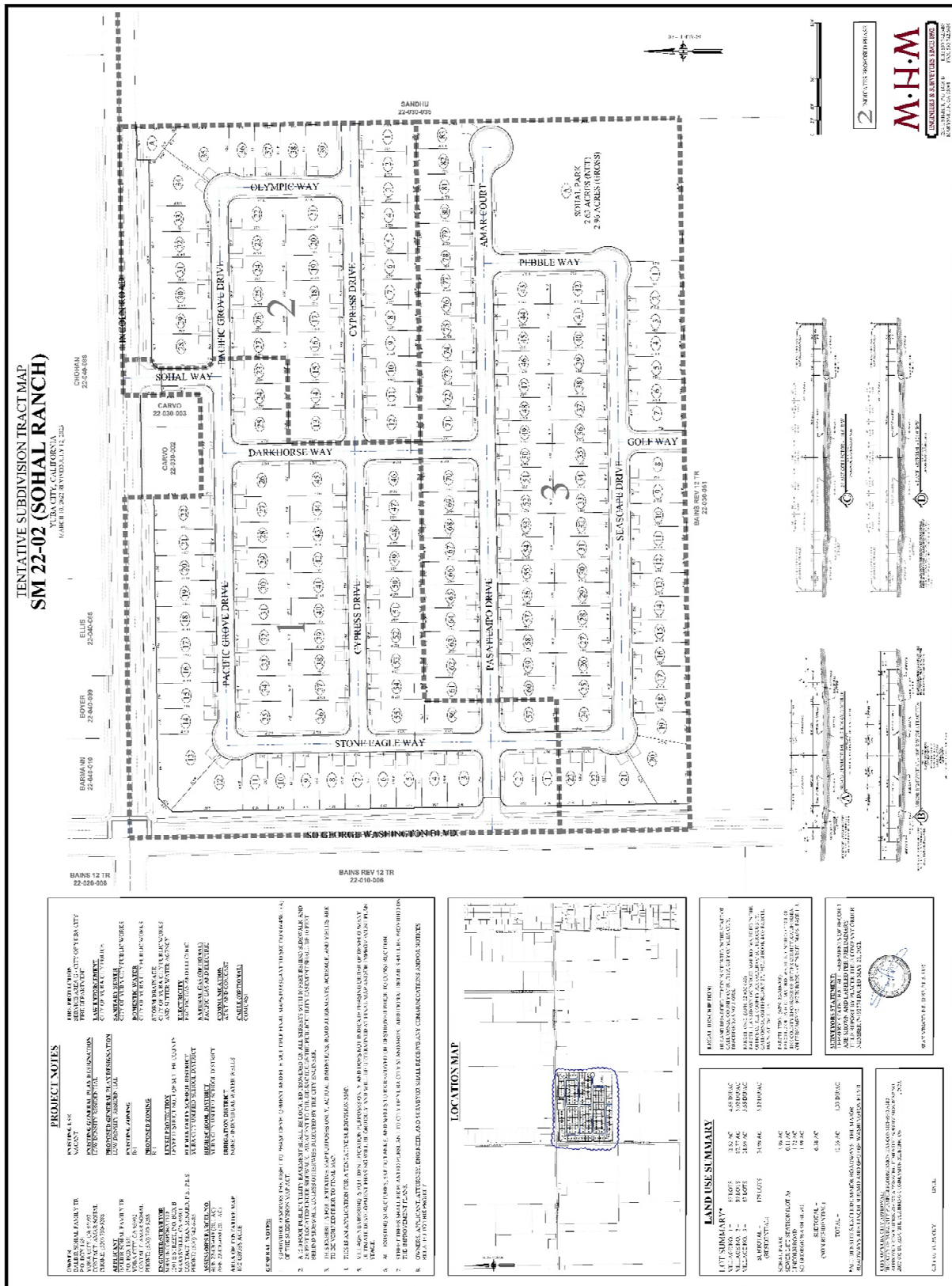


Figure No. 2 – Tentative Map



EXISTING SETTING

Study Area

This focused review of LESP mitigation measures at ten (10) existing intersections within the area that may be affected by the proposed project. The limits of the study area were identified through discussions with Yuba City staff based on their knowledge of the community and the results of previous traffic studies conducted for development in Yuba City.

Level of Service

Level of Service. To quantitatively evaluate traffic conditions and to provide a basis for comparison of operating conditions with and without project generated traffic, Levels of Service were determined at study area intersections from previous traffic studies.

“Level of Service” (LOS) is a quantitative measure of traffic operating conditions whereby a letter grade “A” through “F” is assigned to an intersection. LOS “A” through “F” represents progressively worsening traffic conditions. The characteristics associated with the various LOS for intersections are presented in Table 1. The City of Yuba City General Plan has established LOS “D” measured over the peak hour as the minimum standard for City streets, with specific exceptions identified where conditions in excess of the LOS D standard will be acceptable.

TABLE NO. 1 LEVEL OF SERVICE DEFINITIONS			
Level of Service	Signalized Intersection	Unsignalized Intersection	Roadway (Daily)
"A"	Uncongested operations, all queues clear in a single-signal cycle. Delay < 10.0 sec	Little or no delay. Delay ≤ 10 sec/veh	Completely free flow.
"B"	Uncongested operations, all queues clear in a single cycle. Delay > 10.0 sec and < 20.0 sec	Short traffic delays. Delay > 10 sec/veh and < 15 sec/veh	Free flow, presence of other vehicles noticeable.
"C"	Light congestion, occasional backups on critical approaches. Delay > 20.0 sec and < 35.0 sec	Average traffic delays. Delay > 15 sec/veh and < 25 sec/veh	Ability to maneuver and select operating speed affected.
"D"	Significant congestions of critical approaches but intersection functional. Cars required to wait through more than one cycle during short peaks. No long queues formed. Delay > 35.0 sec and < 55.0 sec	Long traffic delays. Delay > 25 sec/veh and ≤ 35 sec/veh	Unstable flow, speeds and ability to maneuver restricted.
"E"	Severe congestion with some long-standing queues on critical approaches. Blockage of intersection may occur if traffic signal does not provide for protected turning movements. Traffic queue may block nearby intersection(s) upstream of critical approach(es). Delay > 55.0 sec and < 80.0 sec	Very long traffic delays, failure, extreme congestion. Delay > 35 sec/veh and ≤ 50 sec/veh	At or near capacity, flow quite unstable.
"F"	Total breakdown, stop-and-go operation. Delay > 80.0 sec	Intersection blocked by external causes. Delay > 50 sec/veh	Forced flow, breakdown.
Sources: Highway Capacity Manual, 6 th Edition.			

Levels of Service obtained from previous studies including the LESP study and the most recent City-wide traffic study are shown in Table 2 and Table 3.

TABLE NO. 2 EXISTING INTERSECTION AM PEAK HOUR OPERATIONS LEVELS OF SERVICES						
	Existing Conditions			Cumulative Market Conditions		
Location	Control	Average Delay	LOS	Control	Average Delay	LOS
Bogue Road/Sanborn Road	AWSC	9.0	A	AWSC*	18.0	C
Walton Avenue/ Franklin Road	Signalized	34.0	C	Signalized	57.3	E
S. Walton Avenue/ Lincoln Road	Signalized	29.7	C	Signalized	51.3	D
S. Walton Avenue/ Bogue Road	AWSC	11.5	B	Signalized	11.4	B
George Washington Boulevard/ Lincoln Road	AWSC	9.7	A	Signalized	12.1	B
George Washington Boulevard/ Franklin Road	AWSC	14.2	B	Signalized	6.5	A
George Washington Boulevard/ Bogue Road	AWSC	21.6	C	Signalized	77.6	E
Lincoln Road/Sanborn Road	AWSC	10.0	A	Signalized*	30.0	C
Lincoln Road/Harter Parkway				Signalized	17.1	B

*Bogue Road/Sanborn Road and Lincoln Road/Sanborn Road are cumulative plus LESP

TABLE NO. 3 EXISTING INTERSECTION PM PEAK HOUR OPERATIONS LEVELS OF SERVICES						
	Existing Conditions			Cumulative Market Conditions		
Location	Control	Average Delay	LOS	Control	Average Delay	LOS
Bogue Road/Sanborn Road	AWSC	9.0	A	Signalized*	32.0	D
Walton Avenue/ Franklin Road	Signalized	33.8	C	Signalized	78.0	E
S. Walton Avenue/ Lincoln Road	Signalized	23.1	C	Signalized	51.6	D
S. Walton Avenue/ Bogue Road	AWSC	11.6	B	Signalized	37.9	D
George Washington Boulevard/ Lincoln Road	AWSC	11.8	B	AWSC	13.9	B
George Washington Boulevard/ Franklin Road	AWSC	15.2	C	Signalized	6.9	A
George Washington Boulevard/ Bogue Road	AWSC	9.3	A	AWSC	22.4	C
Lincoln Road/Sanborn Road	AWSC	9.0	A	Signalized*	25.0	C
Lincoln Road/Harter Parkway				Signalized	20.4	C

*Bogue Road/Sanborn Road and Lincoln Road/Sanborn Road are cumulative plus full LESP

PROJECT CHARACTERISTICS

Project Description

The text that follows describes the characteristics of the project in terms of automobile trip generation and distribution.

Trip Generation. The number of vehicle trips that are expected to be generated by development of the Sohal Ranch Subdivision can be estimated using typical trip generation rates for single family development. Applicable rates are published by the Institute of Transportation Engineers (ITE) in *Trip Generation Manual, 11th Edition*. These rates are presented in Table 4, and as shown 167 trips in the evening p.m. peak hour.

TABLE 4 TRIP GENERATION RATES								
Land Use	Unit	Trip Per Unit						
		Daily	AM Peak Hour			PM Peak Hour		
			In	Out	Total	In	Out	Total
Single Family Residential	Dwelling	9.43	25%	75%	0.70	63%	37%	0.94
Sohal Ranch	179 du	1,688	14	44	126	50	29	168

Trips may not equal due to rounding

Trip Distribution. The distribution of vehicle trips associated with the proposed development has been based on existing traffic patterns, the location of probable destinations including the locations of local schools. Table 5 presents the projected trip distribution percentages for the project's new trips used for this analysis. Variation also occurs between current and long-term conditions, should Harter Parkway be constructed.

TABLE 5 TRIP DISTRIBUTION ASSUMPTIONS			
Direction	Route	Percent Distribution	Trips
North	Lincoln Road to SR 20 via Geo Wash Blvd.	27%	453
South	Lincoln Road to Bogue Road via Geo Wash Blvd.	21%	353
East	Geo Wash Blvd to SR 99 via Lincoln Road	43%	722
West	Geo Wash Blvd to Township Road via Lincoln Rd	9%	151
Total		100%	1679

CONCLUSIONS AND RECOMMENDATION

Following the review of the previous traffic studies in the Project Description and using the mitigation measures in the LESP, we have prepared Table 6 summarize the mitigation measures for the Sohal Ranch Subdivision Project. It should be noted that some of these improvements have been completed since the traffic study has been completed. Our developer still needs to pay fair share either through AB 1600 or reimbursement agreements.

TABLE NO. 6 PROPOSED MITIGATION MEASURES			
Impact	Mitigation Measure	Action	Timing
4.12-1. Under Existing Plus Full LESP Project conditions, the LESP could increase traffic volumes at study intersections in the City of Yuba City.	Franklin Road/Harding Road a) The project applicant(s) shall be responsible to pay their fair-share to widen Franklin Road from two to four lanes (including continuous bike lanes and sidewalks) from the proposed Harter Parkway to Walton Avenue (Franklin Road is already four lanes between the Walton Avenue and SR 99). AND b) The project applicant(s) shall be responsible to pay fair share to remove the stop signs on the eastbound and westbound approaches, prohibit northbound and southbound through and left-turn movements, and construct the following approach lanes at the Franklin Road/Harding Road intersection concurrent with a connection between Cherry Street/Harding Road and the LESP. • Eastbound – an exclusive left-turn lane, two through lanes, and an exclusive right-turn lane. • Westbound – an exclusive left-turn lane, one through lane, and one shared through/right-turn lane. • Northbound and Southbound – an exclusive right-turn lane.	Payment of required fair share fee. This widening is part of the City AB1600 fee program. Developer shall be the traffic impact fee.	Final Building Permit

**TABLE NO. 6
PROPOSED MITIGATION MEASURES**

Impact	Mitigation Measure	Action	Timing
	Bogue Road/Sanborn Road c) The project applicant shall be responsible to pay fair share to modify the Bogue Road/Sanborn Road intersection. The intersection improvements shall be as follows: • Eastbound, Northbound, and Southbound - an exclusive left-turn lane and one shared through/right-turn lane. • Westbound – one shared through/left-turn lane and an exclusive right-turn lane.	Payment of required fair share fee. This improvement is part of the updated City AB1600 fee program, the project applicant(s) shall pay a fair-share to install a traffic signal and intersection improvements. If it is added to the City's Fee Study Program the project applicant(s) shall be responsible for complying with the Fee Study Program.	Final Building Permit

**TABLE NO. 6
PROPOSED MITIGATION MEASURES**

Impact	Mitigation Measure	Action	Timing
	Franklin Road/Walton Avenue d) Implement Mitigation Measure 4.12-1(a); AND e) The project applicant shall be responsible to pay their fair-share to widen Walton Avenue to four lanes from south of Bridge Street to Franklin Road (Walton Avenue currently transitions from four to two lanes south of Bridge Street). The outside southbound through-lane should extend south of the Franklin Road/Walton Avenue intersection a minimum of 600 feet before transitioning back to one lane. The outside northbound through-lane should begin at least 250 feet prior to Franklin Road; AND f) The project applicant(s) shall be responsible to modify the traffic signal and construct the following approach lanes at the Franklin Road/Walton Avenue intersection. • Eastbound and Westbound two left-turn lanes, two through lanes, and an exclusive right-turn lane. • Northbound and Southbound – one left-turn lane, two through lanes, and an exclusive right-turn lane.	Payment of required fair share fee. This intersection is part of the City AB1600 fee program. Developer shall pay the traffic impact fee. Payment of required fair share fee. This intersection is part of the City AB1600 fee program. Developer shall pay the traffic impact fee.	Final Building Permit Final Building Permit
	Lincoln Road/Walton Avenue g) The project applicant shall be responsible to widen Lincoln Road to four lanes between Walton Avenue and SR 99 (this improvement does not include widening Lincoln Road to four lanes through the Lincoln Road/SR 99 intersection). The inside eastbound through lane is recommended to be an exclusive left-turn lane at SR 99. The outside westbound through lane is	Payment of required fair share fee. This improvement is part of the City AB1600 fee program. Developer shall pay the traffic impact fee.	Final Building Permit

**TABLE NO. 6
PROPOSED MITIGATION MEASURES**

Impact	Mitigation Measure	Action	Timing
	recommended to begin as the receiving lane for a “free” right-turn lane from southbound SR 99 and should extend west of the Lincoln Road/Walton Avenue intersection a minimum of 600 feet before transitioning back to one lane. The outside eastbound through lane should begin at least 250 feet prior to Walton Avenue, AND h) The project applicant(s) shall be responsible to modify the traffic signal and construct the following approach lanes at the Lincoln Road/Walton Avenue intersection. • Eastbound and Westbound – one left-turn lane, two through lanes, and one right-turn lane. • Northbound and Southbound – one left-turn lane, one through lane, and an exclusive right-turn lane.	Payment of required fair share fee. This intersection is part of the City AB1600 fee program. Developer shall pay the traffic impact fee.	Final Building Permit
	Bogue Road/Walton Avenue i) The project applicant shall be responsible to install a traffic signal and construct the following approach lanes at the Bogue Road/Walton Avenue intersection. • Eastbound, Northbound, and Southbound – one left-turn lane and one shared through/right-turn lane. • Westbound – one left-turn lane, one through lane, and an exclusive right-turn lane.	Payment of required fair share fee. This intersection is part of the City AB1600 fee program. Developer shall pay the traffic impact fee.	Final Building Permit
4.12-3. Under Existing Plus Full LESP Project conditions, the LESP could increase traffic volumes at study intersections in the Sutter County.	Franklin Road/George Washington Boulevard a) The project applicant shall be responsible to modify the intersection to construct one left-turn lane and one shared through/right-turn lane on the	Payment of required fair share fee. This intersection is part of the City AB1600 fee program. Developer	Final Building Permit

**TABLE NO. 6
PROPOSED MITIGATION MEASURES**

Impact	Mitigation Measure	Action	Timing
	eastbound, westbound, and southbound approaches at the Franklin Road/George Washington Boulevard intersection	shall pay the traffic impact fee.	
	Lincoln Road/ Sanborn Road c) The project applicant(s) shall be responsible to install a traffic signal and construct one left-turn lane and one shared through/right-turn lane on all approaches at the Lincoln Road/Sanborn Road intersection.	Payment of required fair share fee. If it is added to the City's Fee Study Program the project applicant(s) shall be responsible for complying with the Fee Study Program.	Final Building Permit
4.12-4. Under Existing Plus Full LESP Project conditions, the LESP could increase traffic volumes at study intersections under Caltrans Jurisdiction.	Lincoln Road/SR 99 e) The project applicant(s) shall be pay traffic impact fees to modify the traffic signal and widen the eastbound approach to provide a second left-turn lane at the Lincoln Road/SR 99 intersection.	Payment of required fair share fee. This intersection is part of the City AB1600 fee program. Developer shall pay the traffic impact fee.	Final Building Permit
4.12-5. The proposed project could increase demand for public transit service beyond that currently planned and may result in unmet transit needs.	The project applicant(s) shall contribute its fair share of the cost to provide public transit service and additional park-and-ride space for the plan area as determined by the City of Yuba City through participation in a benefit or assessment district or through a separate agreement between the applicant(s), the City of Yuba City, and Yuba-Sutter Transit. At a minimum, service is expected to include the following components. • Fixed-route bus service connecting the plan area to existing Yuba-Sutter Transit service with a minimum of hourly headways during normal operating hours. • Demand-responsive service meeting ADA paratransit requirements in the plan area. • Expansion of peak period (AM and PM) weekday commuter bus	Payment of required fair share fee through impact fee.	Final Building Permit

**TABLE NO. 6
PROPOSED MITIGATION MEASURES**

Impact	Mitigation Measure	Action	Timing
	service to downtown Sacramento. Expansion of park-and-ride space. Costs shall include the capital costs of transit vehicles and facilities as well as the operating and maintenance cost of the service beyond what would be paid for through the transportation development act (TDA) funding.		
4.12-6. The proposed project could increase demand for bicycle and pedestrian facilities	Implement Mitigation Measure 4.12-1(a)	Payment of required fair share fee. This intersection is part of the City AB1600 fee program. Developer shall pay the traffic impact fee.	Final Building Permit
4.12-7. Under Cumulative Plus Full LESP Project conditions, the LESP, in combination with other development, could increase traffic volumes at study intersections in the City of Yuba City.	Franklin Road/Harding Road a) Implement Mitigation Measure 4.12-1(a) Bogue Road/Sanborn Road b) Until this intersection is added to the City's Traffic Impact Fee Study Program, the project applicant(s) shall pay a fair-share to install a traffic signal at the Bogue Road/Sanborn Road intersection. If it is added to the City's Fee Study Program the project applicant(s) shall be responsible for complying with the Fee Study Program.	Payment of required fair share fee. This intersection is part of the City AB1600 fee program. Developer shall pay the traffic impact fee.	Final Building Permit
4.12-9. Under Cumulative Plus Full LESP Project conditions, the LESP, in combination with other development, could increase traffic volumes at study intersection in County of Sutter.	Lincoln Road/ Sanborn Road a) The project applicant(s) shall be responsible to install a traffic signal and construct one left-turn lane and one shared through/right-turn lane on all approaches at the Lincoln Road/Sanborn Road intersection). Lincoln Road/ Harter Parkway b) This project applicants(s) shall	Payment of required fair share fee. If it is added to the City's Fee Study Program the project applicant(s) shall be responsible for complying with the Fee Study Program Payment of required	Final Building Permit Final Building

**TABLE NO. 6
PROPOSED MITIGATION MEASURES**

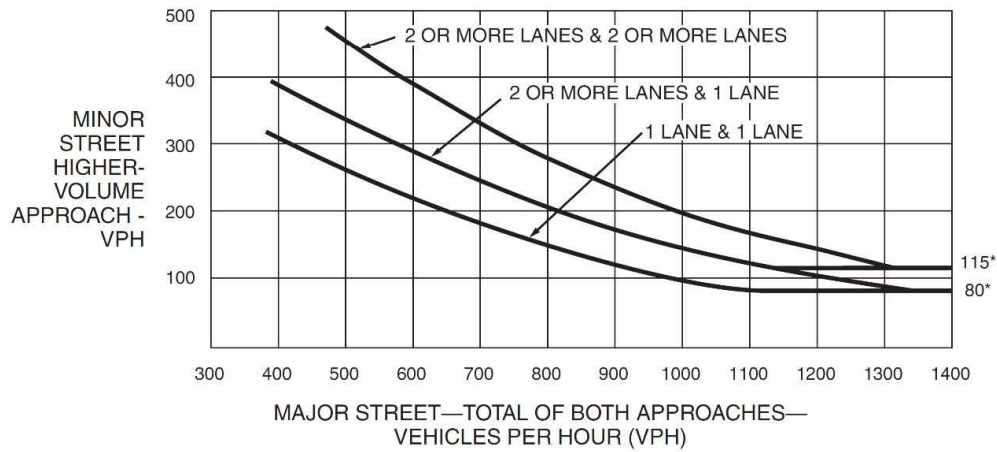
Impact	Mitigation Measure	Action	Timing
	pay a fair-share to modify the traffic signal to provide an overlap phase for the southbound right-turn movement at the Lincoln Road/Harter Parkway intersection.	fair share fee. This intersection is part of the City AB1600 fee program. Developer shall pay the traffic impact fee.	Permit

APPENDIX A

California MUTCD 2014 Edition

(FHWA's MUTCD 2009 Edition, including Revisions 1 & 2, as amended for use in California)

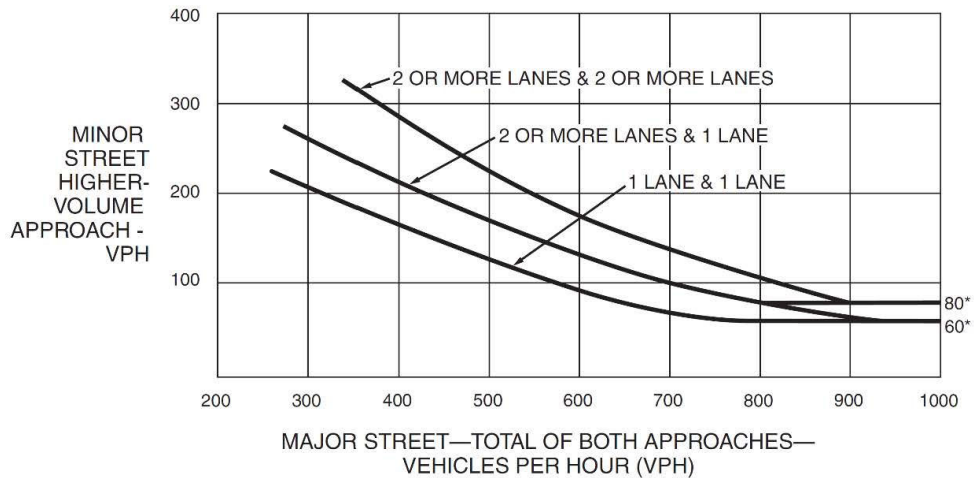
Figure 4C-1. Warrant 2, Four-Hour Vehicular Volume



*Note: 115 vph applies as the lower threshold volume for a minor-street approach with two or more lanes and 80 vph applies as the lower threshold volume for a minor-street approach with one lane.

Figure 4C-2. Warrant 2, Four-Hour Vehicular Volume (70% Factor)

(COMMUNITY LESS THAN 10,000 POPULATION OR ABOVE 40 MPH ON MAJOR STREET)



*Note: 80 vph applies as the lower threshold volume for a minor-street approach with two or more lanes and 60 vph applies as the lower threshold volume for a minor-street approach with one lane.

CITY OF YUBA CITY
STAFF REPORT

Date: October 17, 2023
To: Honorable Mayor & Members of the City Council;
From: Public Works Department
Presentation By: Ben Moody, Public Works & Development Services Director

Summary

Subject: Bogue Road Infrastructure - Newkom Ranch Funding Request
Recommendation: Authorize staff to initiate an amendment to Development Agreement 19-01 for the Newkom Ranch Subdivisions, to implement language related to financing Bogue Road infrastructure, streamlining development processes, and establishing specific time requirements
Fiscal Impact: Staff time with this action. Fiscal impacts associated with the amendment are to be determined

Purpose:

To coordinate with development to comprehensively improve Bogue Road from SR-99 to Railroad Avenue.

Council Strategic Goal:

This supports multiple Council strategic goals as the development and improvements provide for public infrastructure, being business friendly, and improving the overall quality of life for Yuba City residents.

Background:

The Bogue Stewart Master Plan (BSMP) guides the orderly development of 741.5 acres located along the southern edge of Yuba City, and provides for a mix of residential and commercial uses, parks and recreational sites, and public facilities. Work to finalize the BSMP began in 2015 and substantial acreage was annexed into the City limits in 2021-2022. A lead developer in the master plan area, Newkom Ranch LLC, has been coordinating to bring residential and commercial development to an approximate 161-acre area east of SR-99, south of Bogue Road. The City approved Development Agreement 19-01 for the Newkom Ranch Subdivisions on January 21, 2020.

Based on the configuration of the BSMP and the location of existing infrastructure, the initial development phase, Newkom Ranch, will require construction improvements to Bogue Road from SR-99 to Railroad Avenue. A portion of these improvement costs along Bogue Road are City impact fee eligible. Concurrently, the City programmed American Rescue Plan Act of 2021 (ARPA) funds to aid the construction of the Bogue Road Sewer Extension project, included in this segment of Bogue Road, to help extend a critical segment of the proposed trunk line sewer main to the west, to also aid future development by providing capacity for the west and northern portions of the City.

Newkom Ranch LLC has contacted the City to request funding support for the City-fee eligible items associated with Bogue Road, see Attachment 1. As part of the funding request, the Developer has indicated that they are willing to commit to the design and construction of infrastructure improvements associated with Phillips Road and BSMP plan storm drainage improvements in the amount of approximately \$14M, with specific timelines related to initiating adjacent development.

Analysis:

Historically, the City has required developers to build as they go and enter into reimbursement agreements for fee-eligible items. This historical process has had negative consequences at times, where roads are improved in an incremental fashion or development stalls because of the risk of unknown reimbursement timelines for the developer. In addition, the current condition of this portion of Bogue Road is in poor shape, and regardless of the status of the BSMP, maintenance work is necessary.

Staff recognizes that in addition to City maintenance needs, some of the infrastructure required for Bogue Road is for future capacity, aligned with the full build out of the City, thus a substantial portion of the costs are eligible for City reimbursement. Also, as mentioned previously, the current condition of Bogue Road needs maintenance work. If the Newkom Ranch developer is required to address the existing deficiencies as well as construct the buildout of the road, it will place the development in a negative financial position due to the cost of these improvements. The full buildout of this development will not recover enough impact fee dollars to offset the initial Bogue Road costs.

Staff analyzed funding and development impacts associated with the request. Through review, there are many potential benefits to the City and residents that may occur should the City consider modifying the existing development agreement and help upfront the City's obligations associated with the infrastructure:

1. Construction of a consistent – fully built out / improved roadway segment
2. Avoiding conflicts and redundant costs associated with sewer line construction
3. Backbone infrastructure is put in place for commercial and residential properties within BSMP, as well as existing properties located north of Bogue Road
4. Revenue to the City through property and sales tax
5. Needed housing for the community
6. Needed commercial (i.e., potential grocery store) for the area

The negative aspect of fronting the City's eligible costs is that the funding is a substantial amount, approximately \$13M in total project costs, (\$9M Road, \$4M Wastewater), see Attachment 3. With limited Development Impact Fee funds available, the City would need to utilize a majority of available DIF funds, utilize portions of existing and future Road Fund allocations, then wait until development occurs, to begin recovering those costs.

There are opportunities through a Development Agreement to establish specific terms and conditions associated with funding, developer obligations, and timelines. Through an amendment, staff anticipates clarifying costs and scope related to SR-99 improvements to access Bogue Road and future commercial sites, and also looking to streamline development processes for commercial Tentative Parcel Maps and Development Plan approval with the high level of review and design that has been provided in the BSMP.

Staff recommends Council consider initiating an amendment to the existing Development Agreement to establish terms that help move the construction of Bogue Road forward in partnership with Newkom Ranch for mutual benefit.

Fiscal Impact:

There is staff time and processing costs associated with amending a development agreement. The full costs associated with amending the Newkom Ranch Development Agreement are undetermined until finalized. The request from Newkom Ranch, LLC is for the City to help front Bogue Road and SR-99 Improvements, where the City would contribute to building first and wait for development to occur with reimbursement. The road costs are estimated at approximately \$9M, including maintenance needs. Sewer line improvements are estimated at a cost of \$3-4M. The City has previously programmed \$2M of ARPA funds for the sewer extension work.

An alternative option to utilizing cash to fund the improvements is to finance the project through bonds. If Council is interested in this option, staff will work with municipal financial advisors to determine the options.

Through the process of establishing an amended Development Agreement, costs, funding options, (such as bonding), and timelines for development reimbursement to initiate will be further analyzed and provided to Council for future consideration.

Alternatives:

Do not authorize staff to initiate a development agreement amendment and/or provide staff with alternative direction related to the Newkom Ranch funding request.

Recommendation:

Authorize staff to initiate an amendment to Development Agreement 19-01 for the Newkom Ranch Subdivisions, to implement language related to financing Bogue Road infrastructure, streamlining development processes, and establishing specific time requirements.

Attachments:

1. Newkom Letter – 5/30/23 Bogue Road and Sewer Improvements – Request for City Funding
2. Newkom Ranch – Site Map
3. Updated Cost Summary 08-10-2023 - (includes Bogue Rd. maintenance costs)

Prepared By:

Benjamin K. Moody
Public Works & Development Services Director

Submitted By:

Diana Langley
City Manager

ATTACHMENT 1



May 30, 2023

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

Subject: Newkom Ranch - Phase 1 Improvements
Bogue Road and Sewer Improvements – Request for City Funding

Dear Diana:

Per our meeting and discussion, Newkom Ranch has some major expenses for the first house, commercial building, or office. Most of the major infrastructure on Bogue Road is oversized to handle not only Newkom Ranch but development of the entire Bogue Stewart Master Plan (BSMP) and build-out of the original City limits. Major infrastructure is typical of large projects but what is unique about this project is that fee credits generated far exceed the amount that can be used during the development of the entire Newkom Ranch project. The total backbone infrastructure cost for the first phase is about \$22,210,000. On behalf of Newkom Ranch LLC, we are requesting some City participation in the development of improvement in the City impact fee programs. The infrastructure included in this request would be Bogue Road Improvement from SR 99 (including SR 99) to Railroad Avenue and the Sewer Backbone infrastructure. The Sewer backbone infrastructure includes a sewer lift station that would be sized to handle Newkom Ranch, southern portion of the “keyhole” area, and backbone for sewer system to serve the western part of Yuba City SOI and Lincoln East Area. The cost of these improvements and soft costs would be about \$11,000,000. There would still be a significant developer cost but this would help the cash flow and feasibility of the project. Since all of these improvements are part of the City fee programs, the City would be reimbursed through future developer impact fees within Newkom, BSMP, and other developments in Yuba City.

We are also looking into SCIP and BOLD funding sources along with this City contribution to make this project feasible. We would like to meet and discuss this request with City Staff and potentially an AD-Hoc committee from the City Council.

We have attached a summary of the construction cost estimates and the detailed construction cost estimates for your review and consideration. We can provide additional information as requested.

Please let me know if you need additional information on this matter.

Sincerely,

M-H-M Incorporated

Sean Minard, P.E., P.L.S.

CITY OF YUBA CITY
NEWKOM RANCH - COMMERICAL - SEWER OFFSITE
SUMMARY COST ESTIMATE - MAY 30, 2023
IMPROVEMENT COSTS - REQUEST FOR CITY SUPPORT

DESCRIPTION	CO.	RCVD. BY	DATE
Newkom Ranch - Entire Project - Phase 1 - Commercial - Summary	Sutter	S.M. Minard	30-May-23
MHM PROJECT NO.	QTY. BY	IN	CONST. INDEX
13-134	J. Mallen	15-Dec-21	13176.3
NUMBER OF PARCELS	QTY. CHK.	OUT	BLDG. INDEX
12	S. Minard	30-May-23	8000.6

Item No.	Item Description	Estimated Quantity	Unit	Unit Price (\$/Unit)	Amount (\$)
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Total Construction Cost of Newkom Ranch - Commerical Project

1	SS Lift Station - Newkom Ranch and South Phillips Road Area	1	Job	\$1,363,015.50	\$1,363,015.50
2	Phase 1 - Offsite Sewer Force Main - SR 99 to Phillips	1	Job	382,500.00	382,500.00
3	Phase 1 - Offsite Sewer Force Main - Phillips Road to PS	1	Job	372,381.60	372,381.60
4	Phase 1 - Offsite Sewer Force Main - PS to Bogue Road Manhole	1	Job	950,558.40	950,558.40

Total Estimated Cost of Phase 1 Improvements = \$3,068,455.50

Contingency @ 15.0% =	460,300.00
Project Manager @ 0.5% =	15,300.00
City and County Plan Check @ 1.5% =	46,000.00
City and County Inspection @ 2.5% =	76,700.00
City and County CSDA Support Fee @ 0.0% of plan check and inspection total =	0.00
Preliminary Engineering @ 0.5% =	15,300.00
Design Engineering and Surveying @ 8.0% =	245,500.00
Construction Surveying @ 2.0% =	61,400.00
Grand Total =	\$3,988,955.50
For Budget Purposes =	\$3,989,000.00

Estimate Notes:

- Estimate does not include cost of any connection fees or reimbursements.

CITY OF YUBA CITY
NEWKOM RANCH - COMMERCIAL
SUMMARY COST ESTIMATE - MAY 30, 2023
IMPROVEMENT COSTS - REQUEST FOR CITY FUNDING

DESCRIPTION	CO.	RCVD. BY	DATE
Newkom Ranch - Entire Project - Phase 1 - Commercial - Summary	Sutter	S.M. Minard	30-May-23
MHM PROJECT NO.	QTY. BY	IN	CONST. INDEX
13-134	J. Mallen	15-Dec-21	13176.3
NUMBER OF LOTS	QTY. CHK.	OUT	BLDG. INDEX
120	S. Minard	30-May-23	8000.6

Item No.	Item Description	Estimated Quantity	Unit	Unit Price (\$/Unit)	Amount (\$)
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Total Construction Cost of Newkom Ranch - Commerical Project					
1	SS Lift Station - Newkom Ranch and South Phillips Road Area	0	Job	\$1,363,015.50	\$0.00
1	Phase 1 - Offsite Sewer Force Main - SR 99 to Phillips Road	0	Job	382,500.00	0.00
1	Phase 1 - Offsite Sewer Force Main - Phillips Road to PS	0	Job	372,381.60	0.00
1	Phase 1 - Offsite Sewer Force Main - PS to Bogue Manhole	0	Job	950,558.40	0.00
1	Phase 1 - Commercial - Onsite Improvements (no dry utilities)	0	Job	0.00	0.00
2	Phase 1 - Commercial - Bogue Road - SR 99 to Phillips Rd	1	Job	1,011,143.34	1,011,143.34
3	Phase 1 - Commercial - Bogue Road - Phillips Rd to Columbia Rd	1	Job	1,910,421.75	1,910,421.75
4	Phase 1 - Commercial - Bogue Road - Columbia Rd to Railroad Av	1	Job	1,129,672.44	1,129,672.44
4	Phase 1 - Commercial - Phillips Road - Bogue Rd to Summy Dr	0	Job	3,235,001.40	0.00
5	Phase 1 - Commercial - State Route 99 Improvements	1	Job	1,533,202.80	1,533,202.80
5	Phase 1 - Commercial - Offsite Water Improvements	0	Job	622,154.10	0.00
5	Phase 1 - Commercial - Offsite Storm Drainage Improvements	0	Job	854,097.00	0.00
5	Phase 1 - Commercial - Offsite Detention Pond Improvements	0	Job	3,505,352.40	0.00
7	Phase 1 - 8 Foot Solid Wall (i.e. Brick, Concrete, Masonry, Proto II) (565,000/ft x \$350/lf) - Adjacent to State Route 99	0	LF	350.00	0.00
7	Phase 1 - 6 Foot Solid Wall (i.e. Brick, Concrete, Masonry, Proto II) (1,005/ft x \$265/lf) - Adjacent to Residential	0	LF	265.00	0.00
8	Phase 1 - Demolition Structures (i.e. structures, orchard trees)	0	LS	65,000.00	0.00
9	Newkom Ranch Park Site Improvements	0	Job	0.00	0.00

Total Estimated Cost of Phase 1 Improvements = \$5,584,660.33

Contingency @ 15.0% =	837,700.00
Project Manager @ 0.5% =	27,900.00
City and County Plan Check @ 1.5% =	83,800.00
City and County Inspection @ 2.5% =	139,600.00
City and County CSDA Support Fee @ 0.0% of plan check and inspection total =	0.00
Preliminary Engineering @ 0.5% =	27,900.00
Design Engineering and Surveying @ 3.5% =	195,500.00
Construction Surveying @ 2.0% =	111,700.00
Grand Total =	\$7,008,760.33
For Budget Purposes =	\$7,009,000.00

Estimate Notes:

- Estimate does not include cost of any connection fees or reimbursements.

City has agreed to cover the Sewer Pump Station and Forcemain Expenses

ATTACHMENT 2

Newkom Ranch

Site Map



Newkom Ranch

BOGUE RD

HWY 99

RAILROAD AVE

STEWART RD

-  City Limits
-  Newkom Ranch
-  Sphere Of Influence



ATTACHMENT 3

CITY OF YUBA CITY
NEWKOM RANCH - COMMERCIAL
SUMMARY COST ESTIMATE - AUGUST 10, 2023 - REQUEST FOR CITY SUPPORT

DESCRIPTION	CO.	RCVD. BY	DATE
Newkom Ranch - Entire Project - Phase 1 - Commercial - Summary	Sutter	S.M. Minard	10-Aug-23
MHM PROJECT NO.	QTY. BY	IN	CONST. INDEX
13-134	J. Mallen	15-Dec-21	13472.56
NUMBER OF LOTS	QTY. CHK.	OUT	BLDG. INDEX
120	S. Minard	10-Aug-23	8227.44

Item No.	Item Description	Estimated Quantity	Unit	Unit Price (\$/Unit)	Amount (\$)
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Total Construction Cost of Newkom Ranch - Commerical Project					
1	SS Lift Station - Newkom Ranch and South Phillips Road Area	0	Job	\$1,405,015.50	\$0.00
1	Phase 1 - Offsite Sewer Force Main - SR 99 to Phillips Road	0	Job	382,500.00	0.00
1	Phase 1 - Offsite Sewer Force Main - Phillips Road to PS	0	Job	372,381.60	0.00
1	Phase 1 - Offsite Sewer Force Main - PS to Bogue Manhole	0	Job	950,558.40	0.00
1	Phase 1 - Commercial - Onsite Improvements (no dry utilities)	0	Job	0.00	0.00
2	Phase 1 - Comm. - Bogue Rd - SR 99 to Phillips Rd - South	1	Job	1,337,981.94	1,337,981.94
3	Phase 1 - Comm. - Bogue Rd - SR 99 to Phillips Rd - North	1	Job	67,442.40	67,442.40
4	Phase 1 - Comm. - Bogue Rd - Phillips Rd to Columbia Rd - South	1	Job	1,846,936.95	1,846,936.95
5	Phase 1 - Comm. - Bogue Rd - Phillips Rd to Columbia Rd - North	1	Job	169,019.10	169,019.10
6	Phase 1 - Comm. - Bogue Rd - Columbia Rd to Railroad Av - South	1	Job	1,077,528.00	1,077,528.00
7	Phase 1 - Comm. - Bogue Rd - Columbia Rd to Railroad Av - North	1	Job	476,192.10	476,192.10
7	Phase 1 - Comm. - Phillips Rd - Bogue Rd to Summy Dr	0	Job	3,235,001.40	0.00
8	Phase 1 - Commercial - State Route 99 Improvements	1	Job	1,991,004.75	1,991,004.75
8	Phase 1 - Commerical - Offsite Water Improvements	0	Job	622,154.10	0.00
8	Phase 1 - Commercial - Offsite Storm Drainage Improvements	0	Job	854,097.00	0.00
8	Phase 1 - Commercial - Offsite Detention Pond Improvements	0	Job	3,505,352.40	0.00
8	Phase 1 - 8 Foot Solid Wall (i.e. Brick, Concrete, Masonry, Proto II) (0/ft x \$350/lf) - Adjacent to State Route 99	0	LF	350.00	0.00
8	Phase 1 - 6 Foot Solid Wall (i.e. Brick, Concrete, Masonry, Proto II) (1,005/ft x \$265/lf) - Adjacent to Residential	0	LF	265.00	0.00
8	Phase 1 - Demolition Structures (i.e. structures, orchard trees)	0	LS	65,000.00	0.00
9	Newkom Ranch Park Site Improvements	0	Job	0.00	0.00

Total Estimated Cost of Phase 1 Improvements = \$6,966,105.24

Contingency @ 15.0% =	1,044,900.00
Project Manager @ 0.5% =	34,800.00
City and County Plan Check @ 1.5% =	104,500.00
City and County Inspection @ 2.5% =	174,200.00
City and County CSDA Support Fee @ 0.0% of plan check and inspection total =	0.00
Preliminary Engineering @ 0.5% =	34,800.00
Design Engineering and Surveying @ 3.5% =	243,800.00
Construction Surveying @ 2.0% =	139,300.00
Grand Total =	\$8,742,405.24
For Budget Purposes =	\$8,742,000.00

Estimate Notes:

- Estimate does not include cost of any connection fees or reimbursements.

City has agreed to cover the Sewer Pump Station and Forcemain Expenses

CITY OF YUBA CITY
NEWKOM RANCH - COMMERICAL - SEWER OFFSITE
SUMMARY COST ESTIMATE - AUGUST 10, 2023
IMPROVEMENT COSTS - REQUEST FOR CITY SUPPORT

DESCRIPTION	CO.	RCVD. BY	DATE
Newkom Ranch - Entire Project - Phase 1 - Commercial - Summary	Sutter	S.M. Minard	10-Aug-23
MHM PROJECT NO.	QTY. BY	IN	CONST. INDEX
13-134	J. Mallen	15-Dec-21	13472.56
NUMBER OF PARCELS	QTY. CHK.	OUT	BLDG. INDEX
12	S. Minard	10-Aug-23	8227.44

Item No.	Item Description	Estimated Quantity	Unit	Unit Price (\$/Unit)	Amount (\$)
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Total Construction Cost of Newkom Ranch - Commerical Project

1	SS Lift Station - Newkom Ranch and South Phillips Road Area	1	Job	\$1,405,015.50	\$1,405,015.50
2	Phase 1 - Offsite Sewer Force Main - SR 99 to Phillips	1	Job	382,500.00	382,500.00
3	Phase 1 - Offsite Sewer Force Main - Phillips Road to PS	1	Job	372,381.60	372,381.60
4	Phase 1 - Offsite Sewer Force Main - PS to Bogue Road Manhole	1	Job	950,558.40	950,558.40

Total Estimated Cost of Phase 1 Improvements = \$3,110,455.50

Contingency @ 15.0% =	466,600.00
Project Manager @ 0.5% =	15,600.00
City and County Plan Check @ 1.5% =	46,700.00
City and County Inspection @ 2.5% =	77,800.00
City and County CSDA Support Fee @ 0.0% of plan check and inspection total =	0.00
Preliminary Engineering @ 0.5% =	15,600.00
Design Engineering and Surveying @ 8.0% =	248,800.00
Construction Surveying @ 2.0% =	62,200.00
Grand Total =	\$4,043,755.50
For Budget Purposes =	\$4,044,000.00

Estimate Notes:

- Estimate does not include cost of any connection fees or reimbursements.

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