



AGENDA

MARCH 19, 2024

REGULAR MEETING CITY COUNCIL CITY OF YUBA CITY

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

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

1201 Civic Center Blvd
Yuba City CA 95993

Wheelchair Accessible

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

**AGENDA
REGULAR MEETING
CITY COUNCIL - CITY OF YUBA CITY
MARCH 19, 2024
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_MaGy2XzSScSeqGpx_c8eFQ. Emailed comments sent to cityclerk@yubacity.net at least 24 hours before the meeting will be distributed to the City Council prior to the meeting. Please identify the Agenda item(s) addressed by the comments.

Regular Meeting

Call to Order

Roll Call

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

Invocation/Inspiration

Pledge of Allegiance to the Flag

Agenda Modifications/Approval of Agenda

Ceremonial Presentations

- 1. The Acting Company 40th Year Anniversary Proclamation**
- 2. Quarterly Development Update Presentation by Ashley Potocnik, Development Liaison**

Public Communication

- 3. Appearance of Interested Citizens**

You are welcome and encouraged to participate in this meeting. Public comment is taken on action items appearing on the Consent Calendar or Business Items on the Agenda when they are called. Public comment on any other items within the scope of the City's jurisdiction,

including items not listed on the Agenda will be considered at this time. Public comment is limited to three minutes per speaker. Members of the public submitting written requests at least 24 hours prior to the meeting will be allotted five minutes to comment per speaker. Repetitive comments may be limited, and large groups are encouraged to select representatives to express the opinions of the group.

Consent Calendar

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

4. Minutes from the Regular Meeting of the City Council on March 5, 2024

Recommendation: Approve minutes from the March 5, 2024 Regular Meeting of the City Council

5. Receive the 2023 Housing Element Annual Progress Report and authorize its submission to the State Department of Housing and Community Development and the Governor's Office of Planning and Research

Recommendation: A. Receive the 2023 Housing Element Annual Progress Report; and

B. Direct staff to file the report for calendar year 2023 with the State Department of Housing and Community Development (HCD) and the Governor's Office of Planning and Research (OPR)

6. 2024 City Hall Holiday Closures

Recommendation: Adopt a Resolution authorizing the closure of City Hall for Thursday, July 4, 2024 through Friday, July 5, 2024, Monday, November 25, 2024 through Friday, November 29, 2024, Monday, December 23, 2024 through Friday, December 27, 2024, and Wednesday, January 1, 2025

7. Sale of the Southwest Corner of Darrough Drive and Youngs Lane to Erik Mercado

Recommendation: Adopt a Resolution that:

A. Authorizes the City Manager to execute an Agreement for Purchase and Sale of Real Property located at the southwest corner of Darrough Drive and Youngs Lane (APN 051-516-006), and all other necessary documents, in the amount of \$23,000 to Erik Mercado, subject to approval of the City Attorney as to legal terms

B. Authorizes the Finance Director to place sale proceeds in the Water Fund

8. West Railroad Village Tentative Subdivision Map (TSM) 23-02 Development Agreement

Recommendation: Adopt an Uncodified Ordinance of the City Council of the City of Yuba City approving Environmental Assessment 23-07 by Adopting a Mitigated Negative Declaration prepared for Tentative Subdivision Map (TSM) 23-02, West Railroad Village Subdivision

and approving a Development Agreement between the City of Yuba City and Junior S. Thiara, an individual, for the West Railroad Village Subdivision (TSM 23-02), on 4.8 acres located on the west side of Railroad Avenue approximately 200 feet south of the intersection of Railroad Avenue and Bogue Road. Assessor's Parcel Number 55-240-002, by title only, and waive the second reading

9. Harter Marketplace – Improvement Agreement and Final Map Approval

Recommendation: Adopt a Resolution approving the execution of an Improvement Agreement with Harter Packing Group, LLC, a California Limited Liability Company and Dharni Lada Yuba City, LLC, a California Limited Liability Company providing for public improvements associated with the Harter Marketplace Parcel Map, approving the Harter Marketplace Final Map, accepting dedication of rights-of-way and easements shown thereon, and authorizing the filing of the map. [Development is located on the west side of Harter Parkway and north of State Route 20]

10. Water Treatment Plant Alum Storage Tanks Replacement Project

Recommendation: Adopt a Resolution adopting a CEQA Class 1 Categorical Exemption, approving the plans and specifications for the Water Treatment Plant (WTP) Alum Storage Tanks Replacement Project and authorizing advertisement for bids on the project

11. Bridge Street Widening - Contingency Increase

Recommendation: Adopt a Resolution which takes the following actions:

A. Authorizes an increase in the construction contingency of \$392,350.11 with a finding that it is in the best interest of the City

B. Authorizes the Finance Director to make the necessary related budget transfers and supplemental appropriations to fund the contingency increase

Business Items

12. Yuba-Sutter Economic Development Corporation

2023 CEDS Annual Performance Evaluation and CEDS Appendices I, IV, and V updates

Recommendation: Adopt a Resolution approving the 2023 Comprehensive Economic Development Annual Performance Report and the updated Appendices I, IV, and V as prepared by the Yuba-Sutter Economic Development Corporation and authorize its submittal to the United States Department of Commerce, Economic Development Administration

13. Tierra Buena Community Workshop – Council Update

Recommendation: Receive presentation, discuss, and provide staff direction

14. Sutter Heritage Development Agreement Amendment

Recommendation: A. Conduct a Public Hearing; then

B. Introduce an Uncodified Ordinance of the City Council of the

City of Yuba City Adopting a Second Amended and Restated Development Agreement between the City of Yuba City and Chohan & Sons, Inc., Harnek Singh and Navjot Bala and Paramdeep K. Chohan for the Sutter Heritage Subdivisions (SM 05-05 and SM 08-01) Within the Sutter Heritage Master Plan Area (Assessor's Parcel 56-030-065), including associated CEQA Findings, by title only and waive the first reading

15. Water System Consolidation - Wildwood East Mutual Water Company

Recommendation: Adopt a Resolution approving consolidation of the Wildwood East Mutual Water Company's water system with the City's water system and authorizing the Public Works Director to sign a letter of intent to work towards said consolidation

16. Bridge Street – Remnant Property Alternatives

Recommendation: A. Discuss and provide direction to staff regarding preferred development alternatives

B. Temporarily add properties to the City's weed abatement program and direct staff to initiate feasibility and implementation of preferred alternatives, including actions to initiate disposal / sale of surplus parcels located at 670 Brown Avenue and 977 Bridge Street.

Future Agenda Items

17. Future Agenda Items

Reports and Communications

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

18. City Manager's Report

19. City Council Reports

Adjournment



Proclamation

of the City Council

The Acting Company

**In Honor of The Acting Company's 40 Year
Anniversary**

Proclamation to be presented at the Council Meeting



MARCH 2024

QUARTERLY UPDATE

Development Services & Public Works

Ashley Potočník, Development Liaison, will present a quarterly development update.

apotočník@yubacity.net | 530-822-5195



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: March 19, 2024
To: Honorable Mayor & Members of the City Council;
From: Administration Department
Presentation By: Ciara Wakefield, City Clerk Administrator

Summary

Subject: Minutes from the Regular Meeting of the City Council on March 5, 2024
Recommendation: Approve minutes from the March 5, 2024 Regular Meeting of the City Council
Fiscal Impact: None

Approve the minutes from the Regular Meeting of the City Council on March 5, 2024

Attachments:

1. 03-05-2024 Regular Meeting Minutes (DRAFT)

Prepared By:
Ciara Wakefield
City Clerk Administrator

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1

MINUTES (DRAFT)
REGULAR MEETING
CITY COUNCIL - CITY OF YUBA CITY
MARCH 5, 2024
6:00 P.M. REGULAR MEETING
COUNCIL CHAMBERS/VIRTUAL

Regular Meeting

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

Roll Call

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

Absent: None

Invocation/Inspiration

Councilmember Wade Kirchner

Pledge of Allegiance to the Flag

Mayor Shon Harris

City Attorney's Report on Closed Session Items

No Closed Session held

Agenda Modifications/Approval of Agenda

No changes were made

Ceremonial Presentations

1. **Yuba City Downtown Business Association President Sandee Drown Proclamation**

Mayor Harris presented a proclamation to Sandee Drown.

Public Communication

2. **Appearance of Interested Citizens**

No public comment

Consent Calendar

Councilmember Vice-Mayor Shaw moved and Councilmember Kirchner seconded the motion to

approve Consent Calendar items 3-9:

3. **Minutes from the Regular Meeting of the City Council on February 20, 2024**
Approve minutes from the February 20, 2024 Regular Meeting of the City Council
4. **Adoption of updated District Boundaries to include property annexed into the City**
Adopt **Ordinance 004-24** of the City Council of the City of Yuba City amending Section 2-9.05 of the Yuba City Municipal Code and adopting revised district boundaries; by title only and waive the second reading
5. **Sale of 1488 Royo Ranchero Drive to Stewart Gibbs**
Adopt **Resolution 24-020** that:
 - A. Authorizes the City Manager to execute and Agreement for Purchase and Sale of Real Property located at 1488 Royo Ranchero Drive (APN 062-210-002), and all other necessary documents, in the amount of \$18,000 to Stewart Gibbs, subject to approval of the City Attorney as to legal terms
 - B. Authorizes the Finance Director to place sale proceeds in the Water Fund
6. **Appointments to the City of Yuba City Parks & Recreation and Senior Commissions**
Approve the Recommendations for the appointment of one (1) new member to the Parks & Recreation Commission and the reappointment of two (2) members to the Senior Commission
7. **FEMA Letter of Concurrence**
Adopt **Resolution 24-021** authorizing the Public Works Director to submit a Letter of Concurrence to the Federal Emergency Management Agency supporting a Letter of Map Revision request
8. **Presentation of Investment Report – Quarter Ended December 31, 2023**
Note & File Quarterly Investment Report
9. **Merriment Village - Cooperative Agreement for Grant Application**
Adopt **Resolution 24-022** authorizing the Mayor to enter into a Cooperative Agreement with Habitat for Humanity Yuba/Sutter, Inc. for the Affordable Housing and Sustainable Communities Program, subject to review and approval by the City Attorney

The motion was passed unanimously

Business Items

10. **Consideration of a Development Agreement for the West Railroad Village Tentative Subdivision Map (TSM) 23-02**

Mayor Harris opened a Public Hearing

Sean Minard spoke

Mayor Harris closed the Public Hearing

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

Introduce an Uncodified Ordinance of the City Council of the City of Yuba City approving Environmental Assessment 23-07 by Adopting a Mitigated Negative Declaration prepared for Tentative Subdivision Map (TSM) 23-02, West Railroad Village Subdivision and approving a Development Agreement between the City of Yuba City and Junior S. Thiara, an individual, for the West Railroad Village Subdivision (TSM 23-02), on 4.8 acres located on the west side of Railroad Avenue approximately 200 feet south of the intersection of Railroad Avenue and Bogue Road (Assessor's Parcel Number 55-240-002) by title only and waive the first reading

The motion was passed unanimously

Future Agenda Items

11. Future Agenda Items

No suggestions were made

Reports and Communications

12. City Manager's Report

13. City Council Reports

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

Adjournment

Mayor Harris adjourned the Regular Meeting of the City Council at 6:25 PM

ATTEST:

Shon Harris, Mayor

Ciara Wakefield, Deputy City Clerk

CITY OF YUBA CITY
STAFF REPORT

Date: March 19, 2024
To: Honorable Mayor & Members of the City Council;
From: Development Services Department
Presentation By: Doug Libby, Deputy Director of Development Services

Summary

Subject: Receive the 2023 Housing Element Annual Progress Report and authorize its submission to the State Department of Housing and Community Development and the Governor's Office of Planning and Research

Recommendation: A. Receive the 2023 Housing Element Annual Progress Report; and
B. Direct staff to file the report for calendar year 2023 with the State Department of Housing and Community Development (HCD) and the Governor's Office of Planning and Research (OPR)

Fiscal Impact: None. Existing budgeted monies are being used to prepare this item

Purpose:

Authorize submittal of the Housing Element Annual Progress Report to HCD and OPR as required by State Housing law.

Council's Strategic Goal:

This item addresses City Council's overall goal of maintaining and enhancing our quality of life.

Background:

State Housing Law, commencing at Government Code Section 65400, requires cities and counties to annually report on the status of their General Plan Housing Elements and progress in its implementation using forms adopted by HCD. State Housing law also requires that prior to submitting the annual progress report, the City Council must hold a public meeting. Housing Element Annual Progress Reports are required to be submitted to HCD by April 1st of each year.

Analysis:

The Housing Element Annual Progress Report covers housing related activity for the preceding calendar year and includes the following key HCD required sections:

- Table A – Housing development applications submitted;
- Table A2 – Annual building activity report summary – new construction, entitled, permits, and completed units;

- Table B – Regional Housing Needs Allocation (RHNA) progress – permitted units issued by affordability;
- Table D – Program implementation status pursuant to Government Code section 65583;
- Table F – Units Rehabilitated, Preserved and Acquired for Alternative Adequate Sites pursuant to Government Code Section 65583.1(c)
- Summary Table
- Local Early Action Planning (LEAP) Reporting

Fiscal Impact:

There is no additional fiscal impact because of this project. Existing budgeted monies are being used to prepare this documentation.

Alternatives:

No viable alternative recommendations are available because the filing of the Housing Element Annual Progress Report is a statutory requirement.

Recommendations:

1. Receive the 2023 Housing Element Annual Progress Report; and
2. Direct staff to file the report for calendar year 2023 with the State Department of Housing and Community Development (HCD) and the Governor’s Office of Planning and Research (OPR).

Attachments:

1. 2023 Housing Element Annual Progress Report

Prepared By:

Doug Libby, AICP
Deputy Development Services Director

Submitted By:

Diana Langley
City Manager

ATTACHMENT 1

2023 YUBA CITY Housing Element Annual Progress Report

General Information

First Name	Jaspreet	Street Address	1201 Civic Center Blvd	Phone	5308223233
Last Name	Kaur	City	Yuba City	Email	jkaur@yubacity.net
Title	Associate Planner	Zip Code	95993		

Comments: Include any additional information or explanation for the information provided in the following tables.

2023 YUBA CITY Housing Element Annual Progress Report

TABLE A - Housing Development Applications Submitted

Unit Information

Project Identifier		Proposed Units Affordability by Household Incomes									
Current APN	Street Address	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Total Proposed Units by Project	Total Approved Units by Project	Total Disapproved Units by Project
58-020-001	400 North Walton Avenue	0	0	0	0	0	65	0	65	65	0
055-240-002	W Railroad Avenue	0	0	0	0	0	48	0	48	48	0
062-082-004 and 062-082-012	1112 El Margarita	0	0	0	0	0	4	0	4	0	0
058-120-001	428 N Walton Avenue	0	0	218	0	0	0	0	218	218	0
Totals		0	0	218	0	0	117	0	335	331	0

Project Information												
Project Identifier					Unit Types				Density Bonus Applications			
Prior APN	Current APN	Street Address	Project Name	Local Jurisdiction Tracking ID	Unit Category	Tenure	Date Application Submitted	Was Application Submitted Pursuant to SB 35 Streamlining?	Was a Density Bonus requested for this housing development?	Was a Density Bonus approved for this housing development?	Please indicate the status of the application	Notes
	58-020-001	400 North Walton Avenue	West Walton Village	TSM 23-01	2 to 4	Owner	01/03/2023	NONE	No	N/A	Approved	
	055-240-002	W Railroad Avenue	West Railroad Village	TSM 23-02	2 to 4	Owner	04/03/2023	NONE	No	N/A	Approved	
	062-082-004 and 062-082-012	1112 El Margarita	Gorsi Subdivision	TSM 23-03	SFD	Owner	08/29/2023	NONE	No	N/A	Pending	Pending Planning Commission approval
	058-120-001	428 N Walton Avenue	Merriment Village Apartments	DP 23-02	5+	Renter	04/19/2023	NONE	No	N/A	Approved	

2023 YUBA CITY Housing Element Annual Progress Report

TABLE A2 - Annual Building Activity Report Summary - New Construction

Entitlements

Project Identifier			Affordability by Household Income - Entitlements								
Current APN	Street Address	Local Jurisdiction Tracking ID	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Entitlement Date Approved	# of Units Issued Entitlements
52-081-001	655 GRAY AVE, Yuba City, CA 95991	BLD23-00520	0	0	0	0	0	0	1	01/01/2022	1
52-216-014	719 OLIVE ST, Yuba City, CA 95991	BLD23-01266	0	0	0	0	0	0	1	01/01/2022	1
56-281-017	1237 JOSEPH ST, Yuba City, CA 95993	BLD22-01244	0	0	0	0	0	0	1	01/01/2022	1
55-030-009	1990 RAPID FALLS DR, Yuba City, CA 95991	BLD22-00241	0	0	0	0	0	0	1	01/01/2022	1
52-081-001	655 GRAY AVE, Yuba City, CA 95991	BLD23-01803	0	0	0	0	0	0	1	01/01/2022	1
57-213-024	1670 SANDPIPER DR, Yuba City, CA 95993	BLD22-01536	0	0	0	0	0	0	1	01/01/2022	1
53-416-002	206 MOORE AVE, Yuba City, CA 95991	BLD23-01783	0	0	0	0	0	0	1	01/01/2022	1
52-520-013	348 B ST, Yuba City, CA 95991	BLD22-01813	0	0	0	0	0	0	6	01/01/2022	6

52-520-012	350 B ST, Yuba City, CA 95991	BLD22-01814	0	0	0	0	0	0	6	01/01/2022	6
52-265-004	813 SHASTA ST, Yuba City, CA 95991	BLD22-02797	0	0	0	0	0	0	1	01/01/2022	1
59-410-049	2496 STABLER LN, Yuba City, CA 95993	BLD23-00349	0	0	0	0	0	0	1	01/01/2022	1
62-440-072	1108 BILLIE KEITH WAY, Yuba City, CA 95993	BLD23-01391	0	0	0	0	0	0	1	01/01/2022	1
62-440-073	1096 BILLIE KEITH WAY, YUBA CITY, CA 95993	BLD23-01392	0	0	0	0	0	0	1	01/01/2022	1
62-420-000	1137 AMBER CT, YUBA CITY, CA 95993	BLD23-01140	0	0	0	0	0	0	1	01/01/2022	1
62-420-059	1132 SYDNEY CT, YUBA CITY, CA 95993	BLD23-01039	0	0	0	0	0	0	1	01/01/2022	1
62-440-069	1144 BILLIE KEITH WAY, YUBA CITY, CA 95993	BLD23-01379	0	0	0	0	0	0	1	01/01/2022	1
62-440-070	1132 BILLIE KEITH WAY, YUBA CITY, CA 95993	BLD23-01380	0	0	0	0	0	0	1	01/01/2022	1
62-440-075	1083 BILLIE KEITH WAY, Yuba City, CA 95993	BLD23-01387	0	0	0	0	0	0	1	01/01/2022	1

62-420-065	1100 SYDNEY CT, YUBA CITY, CA 95993	BLD23-00665	0	0	0	0	0	0	1	01/01/2022	1
62-440-077	1107 BILLIE KEITH WAY, YUBA CITY, CA 95993	BLD23-01388	0	0	0	0	0	0	1	01/01/2022	1
62-440-079	1131 BILLIE KEITH WAY, YUBA CITY, CA 95993	BLD23-01390	0	0	0	0	0	0	1	01/01/2022	1
62-440-055	2740 ETHEL DR, YUBA CITY, CA 95993	BLD23-01383	0	0	0	0	0	0	1	01/01/2022	1
62-440-078	1119 BILLIE KEITH WAY, YUBA CITY, CA 95993	BLD23-01384	0	0	0	0	0	0	1	01/01/2022	1
62-440-076	1095 BILLIE KEITH WAY, YUBA CITY, CA 95993	BLD23-01389	0	0	0	0	0	0	1	01/01/2022	1
62-420-049	3311 SAM BRANNAN WAY, YUBA CITY, CA 95993	BLD23-01761	0	0	0	0	0	0	1	01/01/2022	1
62-045-014	1277 RUTH AVENUE, YUBA CITY, CA 95993	BLD23-02242	0	0	0	0	0	0	1	01/01/2022	1
62-045-021	1221 RUTH AVENUE, YUBA CITY, CA 95993	BLD23-02246	0	0	0	0	0	0	1	01/01/2022	1

62-045-019	1237 RUTH AVENUE, YUBA CITY, CA 95993	BLD23-02248	0	0	0	0	0	0	1	01/01/2022	1
62-045-023	1205 RUTH AVENUE, YUBA CITY, CA 95993	BLD23-02249	0	0	0	0	0	0	1	01/01/2022	1
62-045-022	1213 RUTH AVENUE, YUBA CITY, CA 95993	BLD23-02253	0	0	0	0	0	0	1	01/01/2022	1
62-420-040	3314 JOHN FREMONT WAY, YUBA CITY, CA 95993	BLD23-01762	0	0	0	0	0	0	1	01/01/2022	1
62-045-020	1229 RUTH AVENUE, YUBA CITY, CA 95993	BLD23-02251	0	0	0	0	0	0	1	01/01/2022	1
62-450-001	1214 JEFFERSON AVE, YUBA CITY, CA 95993	BLD23-01989	0	0	0	0	0	0	1	01/01/2022	1
62-045-017	1253 RUTH AVENUE, YUBA CITY, CA 95993	BLD23-02250	0	0	0	0	0	0	1	01/01/2022	1
62-045-018	1245 RUTH AVENUE, YUBA CITY, CA 95993	BLD23-02245	0	0	0	0	0	0	1	01/01/2022	1
62-045-015	1269 RUTH AVENUE, YUBA CITY, CA 95993	BLD23-02247	0	0	0	0	0	0	1	01/01/2022	1

62-420-061	3342 SAM BRANNAN WAY, YUBA CITY, CA 95993	BLD23-02378	0	0	0	0	0	0	1	01/01/2022	1
62-440-071	1120 BILLIE KEITH WAY, YUBA CITY, CA 95993	BLD23-01381	0	0	0	0	0	0	1	01/01/2022	1
62-420-066	1108 SYDNEY CT, YUBA CITY, CA 95993	BLD23-02377	0	0	0	0	0	0	1	01/01/2022	1
62-045-016	1261 RUTH AVENUE, YUBA CITY, CA 95993	BLD23-02244	0	0	0	0	0	0	1	01/01/2022	1
62-450-002	1202 JEFFERSON AVE, YUBA CITY, CA 95993	BLD23-01990	0	0	0	0	0	0	1	01/01/2022	1
Totals			0	0	0	0	0	0	51		51

Building Permits											
Project Identifier			Affordability by Household Income - Building Permits								
Current APN	Street Address	Local Jurisdiction Tracking ID	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Building Permits Date Issued	# of Units Issued Building Permits
52-081-001	655 GRAY AVE, Yuba City, CA 95991	BLD23-00520	0	0	0	0	0	0	1	04/26/2023	1
52-216-014	719 OLIVE ST, Yuba City, CA 95991	BLD23-01266	0	0	0	0	0	0	1	08/25/2023	1
56-281-017	1237 JOSEPH ST, Yuba City, CA 95993	BLD22-01244	0	0	0	0	0	0	1	01/11/2023	1
55-030-009	1990 RAPID FALLS DR, Yuba City, CA 95991	BLD22-00241	0	0	0	0	0	0	1	05/15/2023	1
52-081-001	655 GRAY AVE, Yuba City, CA 95991	BLD23-01803	0	0	0	0	0	0	1	10/10/2023	1
57-213-024	1670 SANDPIPER DR, Yuba City, CA 95993	BLD22-01536	0	0	0	0	0	0	1	01/03/2023	1
53-416-002	206 MOORE AVE, Yuba City, CA 95991	BLD23-01783	0	0	0	0	0	0	1	09/15/2023	1
52-520-013	348 B ST, Yuba City, CA 95991	BLD22-01813	0	0	0	0	0	0	6	07/26/2023	6
52-520-012	350 B ST, Yuba City, CA 95991	BLD22-01814	0	0	0	0	0	0	6	07/26/2023	6
52-265-004	813 SHASTA ST, Yuba City, CA 95991	BLD22-02797	0	0	0	0	0	0	1	01/23/2023	1

59-410-049	2496 STABLER LN, Yuba City, CA 95993	BLD23-00349	0	0	0	0	0	0	1	06/01/2023	1
62-440-072	1108 BILLIE KEITH WAY, Yuba City, CA 95993	BLD23-01391	0	0	0	0	0	0	1	06/29/2023	1
62-440-073	1096 BILLIE KEITH WAY, YUBA CITY, CA 95993	BLD23-01392	0	0	0	0	0	0	1	06/29/2023	1
62-420-000	1137 AMBER CT, YUBA CITY, CA 95993	BLD23-01140	0	0	0	0	0	0	1	06/29/2023	1
62-420-059	1132 SYDNEY CT, YUBA CITY, CA 95993	BLD23-01039	0	0	0	0	0	0	1	05/05/2023	1
62-440-069	1144 BILLIE KEITH WAY, YUBA CITY, CA 95993	BLD23-01379	0	0	0	0	0	0	1	06/29/2023	1
62-440-070	1132 BILLIE KEITH WAY, YUBA CITY, CA 95993	BLD23-01380	0	0	0	0	0	0	1	06/29/2023	1
62-440-075	1083 BILLIE KEITH WAY, Yuba City, CA 95993	BLD23-01387	0	0	0	0	0	0	1	08/04/2023	1
62-420-065	1100 SYDNEY CT, YUBA CITY, CA 95993	BLD23-00665	0	0	0	0	0	0	1	04/28/2023	1

62-440-077	1107 BILLIE KEITH WAY, YUBA CITY, CA 95993	BLD23-01388	0	0	0	0	0	0	1	06/29/2023	1
62-440-079	1131 BILLIE KEITH WAY, YUBA CITY, CA 95993	BLD23-01390	0	0	0	0	0	0	1	08/04/2023	1
62-440-055	2740 ETHEL DR, YUBA CITY, CA 95993	BLD23-01383	0	0	0	0	0	0	1	06/29/2023	1
62-440-078	1119 BILLIE KEITH WAY, YUBA CITY, CA 95993	BLD23-01384	0	0	0	0	0	0	1	06/29/2023	1
62-440-076	1095 BILLIE KEITH WAY, YUBA CITY, CA 95993	BLD23-01389	0	0	0	0	0	0	1	06/29/2023	1
62-420-049	3311 SAM BRANNAN WAY, YUBA CITY, CA 95993	BLD23-01761	0	0	0	0	0	0	1	08/25/2023	1
62-045-014	1277 RUTH AVENUE, YUBA CITY, CA 95993	BLD23-02242	0	0	0	0	0	0	1	12/07/2023	1
62-045-021	1221 RUTH AVENUE, YUBA CITY, CA 95993	BLD23-02246	0	0	0	0	0	0	1	12/07/2023	1
62-045-019	1237 RUTH AVENUE, YUBA CITY, CA 95993	BLD23-02248	0	0	0	0	0	0	1	12/07/2023	1

62-045-023	1205 RUTH AVENUE, YUBA CITY, CA 95993	BLD23-02249	0	0	0	0	0	0	1	12/07/2023	1
62-045-022	1213 RUTH AVENUE, YUBA CITY, CA 95993	BLD23-02253	0	0	0	0	0	0	1	12/07/2023	1
62-420-040	3314 JOHN FREMONT WAY, YUBA CITY, CA 95993	BLD23-01762	0	0	0	0	0	0	1	08/25/2023	1
62-045-020	1229 RUTH AVENUE, YUBA CITY, CA 95993	BLD23-02251	0	0	0	0	0	0	1	12/07/2023	1
62-450-001	1214 JEFFERSON AVE, YUBA CITY, CA 95993	BLD23-01989	0	0	0	0	0	0	1	11/01/2023	1
62-045-017	1253 RUTH AVENUE, YUBA CITY, CA 95993	BLD23-02250	0	0	0	0	0	0	1	12/07/2023	1
62-045-018	1245 RUTH AVENUE, YUBA CITY, CA 95993	BLD23-02245	0	0	0	0	0	0	1	12/07/2023	1
62-045-015	1269 RUTH AVENUE, YUBA CITY, CA 95993	BLD23-02247	0	0	0	0	0	0	1	12/07/2023	1
62-420-061	3342 SAM BRANNAN WAY, YUBA CITY, CA 95993	BLD23-02378	0	0	0	0	0	0	1	12/13/2023	1

62-440-071	1120 BILLIE KEITH WAY, YUBA CITY, CA 95993	BLD23-01381	0	0	0	0	0	0	1	06/29/2023	1
62-420-066	1108 SYDNEY CT, YUBA CITY, CA 95993	BLD23-02377	0	0	0	0	0	0	1	12/13/2023	1
62-045-016	1261 RUTH AVENUE, YUBA CITY, CA 95993	BLD23-02244	0	0	0	0	0	0	1	12/07/2023	1
62-450-002	1202 JEFFERSON AVE, YUBA CITY, CA 95993	BLD23-01990	0	0	0	0	0	0	1	11/01/2023	1
Totals			0	0	0	0	0	0	51		51

Certificate of Occupancy											
Project Identifier			Affordability by Household Income - Certificate of Occupancy								
Current APN	Street Address	Local Jurisdiction Tracking ID	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Certificates of Occupancy or other forms of readiness Date Issued	# of Units Issued Certificates of Occupancy or other forms of readiness
52-081-001	655 GRAY AVE, Yuba City, CA 95991	BLD23-00520	0	0	0	0	0	0	1	04/26/2023	1
52-216-014	719 OLIVE ST, Yuba City, CA 95991	BLD23-01266	0	0	0	0	0	0	1	08/25/2023	1
56-281-017	1237 JOSEPH ST, Yuba City, CA 95993	BLD22-01244	0	0	0	0	0	0	1	01/11/2023	1
55-030-009	1990 RAPID FALLS DR, Yuba City, CA 95991	BLD22-00241	0	0	0	0	0	0	0		0
52-081-001	655 GRAY AVE, Yuba City, CA 95991	BLD23-01803	0	0	0	0	0	0	0		0
57-213-024	1670 SANDPIPER DR, Yuba City, CA 95993	BLD22-01536	0	0	0	0	0	0	0		0
53-416-002	206 MOORE AVE, Yuba City, CA 95991	BLD23-01783	0	0	0	0	0	0	1	11/15/2023	1
52-520-013	348 B ST, Yuba City, CA 95991	BLD22-01813	0	0	0	0	0	0	0		0
52-520-012	350 B ST, Yuba City, CA 95991	BLD22-01814	0	0	0	0	0	0	0		0

52-265-004	813 SHASTA ST, Yuba City, CA 95991	BLD22-02797	0	0	0	0	0	0	1	12/12/2023	1
59-410-049	2496 STABLER LN, Yuba City, CA 95993	BLD23-00349	0	0	0	0	0	0	0		0
62-440-072	1108 BILLIE KEITH WAY, Yuba City, CA 95993	BLD23-01391	0	0	0	0	0	0	1	06/29/2023	1
62-440-073	1096 BILLIE KEITH WAY, YUBA CITY, CA 95993	BLD23-01392	0	0	0	0	0	0	0		0
62-420-000	1137 AMBER CT, YUBA CITY, CA 95993	BLD23-01140	0	0	0	0	0	0	0		0
62-420-059	1132 SYDNEY CT, YUBA CITY, CA 95993	BLD23-01039	0	0	0	0	0	0	0		0
62-440-069	1144 BILLIE KEITH WAY, YUBA CITY, CA 95993	BLD23-01379	0	0	0	0	0	0	1	06/29/2023	1
62-440-070	1132 BILLIE KEITH WAY, YUBA CITY, CA 95993	BLD23-01380	0	0	0	0	0	0	0		0
62-440-075	1083 BILLIE KEITH WAY, Yuba City, CA 95993	BLD23-01387	0	0	0	0	0	0	0		0
62-420-065	1100 SYDNEY CT, YUBA CITY, CA 95993	BLD23-00665	0	0	0	0	0	0	1	11/09/2023	1

62-440-077	1107 BILLIE KEITH WAY, YUBA CITY, CA 95993	BLD23-01388	0	0	0	0	0	0	0		0
62-440-079	1131 BILLIE KEITH WAY, YUBA CITY, CA 95993	BLD23-01390	0	0	0	0	0	0	0		0
62-440-055	2740 ETHEL DR, YUBA CITY, CA 95993	BLD23-01383	0	0	0	0	0	0	0		0
62-440-078	1119 BILLIE KEITH WAY, YUBA CITY, CA 95993	BLD23-01384	0	0	0	0	0	0	0		0
62-440-076	1095 BILLIE KEITH WAY, YUBA CITY, CA 95993	BLD23-01389	0	0	0	0	0	0	0		0
62-420-049	3311 SAM BRANNAN WAY, YUBA CITY, CA 95993	BLD23-01761	0	0	0	0	0	0	0		0
62-045-014	1277 RUTH AVENUE, YUBA CITY, CA 95993	BLD23-02242	0	0	0	0	0	0	0		0
62-045-021	1221 RUTH AVENUE, YUBA CITY, CA 95993	BLD23-02246	0	0	0	0	0	0	0		0
62-045-019	1237 RUTH AVENUE, YUBA CITY, CA 95993	BLD23-02248	0	0	0	0	0	0	0		0

62-045-023	1205 RUTH AVENUE, YUBA CITY, CA 95993	BLD23-02249	0	0	0	0	0	0	0		0
62-045-022	1213 RUTH AVENUE, YUBA CITY, CA 95993	BLD23-02253	0	0	0	0	0	0	0		0
62-420-040	3314 JOHN FREMONT WAY, YUBA CITY, CA 95993	BLD23-01762	0	0	0	0	0	0	0		0
62-045-020	1229 RUTH AVENUE, YUBA CITY, CA 95993	BLD23-02251	0	0	0	0	0	0	0		0
62-450-001	1214 JEFFERSON AVE, YUBA CITY, CA 95993	BLD23-01989	0	0	0	0	0	0	0		0
62-045-017	1253 RUTH AVENUE, YUBA CITY, CA 95993	BLD23-02250	0	0	0	0	0	0	0		0
62-045-018	1245 RUTH AVENUE, YUBA CITY, CA 95993	BLD23-02245	0	0	0	0	0	0	0		0
62-045-015	1269 RUTH AVENUE, YUBA CITY, CA 95993	BLD23-02247	0	0	0	0	0	0	0		0
62-420-061	3342 SAM BRANNAN WAY, YUBA CITY, CA 95993	BLD23-02378	0	0	0	0	0	0	0		0

62-440-071	1120 BILLIE KEITH WAY, YUBA CITY, CA 95993	BLD23-01381	0	0	0	0	0	0	0		0
62-420-066	1108 SYDNEY CT, YUBA CITY, CA 95993	BLD23-02377	0	0	0	0	0	0	0		0
62-045-016	1261 RUTH AVENUE, YUBA CITY, CA 95993	BLD23-02244	0	0	0	0	0	0	0		0
62-450-002	1202 JEFFERSON AVE, YUBA CITY, CA 95993	BLD23-01990	0	0	0	0	0	0	0		0
Totals			0	0	0	0	0	0	8		8

Project Information																	
Project Identifier					Unit Types					Housing with Financial Assistance and/or Deed Restrictions				Demolished/Destroyed Units			Notes
Prior APN	Current APN	Street Address	Project Name	Local Jurisdiction Tracking ID	Unit Category	Tenure	Extremely Low Income Units	Was Project Approved using SB 35 Streamlining?	Infill Units?	Assistance Programs for each Development	Deed Restriction Type	Housing without Financial Assistance or Deed Restrictions	Term of Affordability or Deed Restriction	Number of Demolished/Destroyed Units	Demolished or Destroyed Units?	Demolished or Destroyed Units Owner or Renter	
	52-081-001	655 GRAY AVE, Yuba City, CA 95991		BLD23-00520	ADU	Owner	0	NONE	N					0			
	52-216-014	719 OLIVE ST, Yuba City, CA 95991		BLD23-01266	ADU	Owner	0	NONE	N					0			
	56-281-017	1237 JOSEPH ST, Yuba City, CA 95993		BLD22-01244	ADU	Owner	0	NONE	N					0			
	55-030-009	1990 RAPID FALLS DR, Yuba City, CA 95991		BLD22-00241	ADU	Owner	0	NONE	N					0			

	52-081-001	655 GRAY AVE, Yuba City, CA 95991		BLD23-01803	ADU	Owner	0	NONE	N					0			
	57-213-024	1670 SANDPIPER DR, Yuba City, CA 95993		BLD22-01536	ADU	Owner	0	NONE	N					0			
	53-416-002	206 MOORE AVE, Yuba City, CA 95991		BLD23-01783	ADU	Owner	0	NONE	N					0			
	52-520-013	348 B ST, Yuba City, CA 95991		BLD22-01813	5+	Renter	0	NONE	N					0			
	52-520-012	350 B ST, Yuba City, CA 95991		BLD22-01814	5+	Renter	0	NONE	N					0			
	52-265-004	813 SHASTA ST, Yuba City, CA 95991		BLD22-02797	SFD	Owner	0	NONE	N					0			
	59-410-049	2496 STABLE R LN, Yuba City, CA 95993		BLD23-00349	SFD	Owner	0	NONE	N					0			

	62-440-072	1108 BILLIE KEITH WAY, Yuba City, CA 95993		BLD23-01391	SFD	Owner	0	NONE	N					0			
	62-440-073	1096 BILLIE KEITH WAY, YUBA CITY, CA 95993		BLD23-01392	SFD	Owner	0	NONE	N					0			
	62-420-000	1137 AMBER CT, YUBA CITY, CA 95993		BLD23-01140	SFD	Owner	0	NONE	N					0			
	62-420-059	1132 SYDNEY CT, YUBA CITY, CA 95993		BLD23-01039	SFD	Owner	0	NONE	N					0			
	62-440-069	1144 BILLIE KEITH WAY, YUBA CITY, CA 95993		BLD23-01379	SFD	Owner	0	NONE	N					0			
	62-440-070	1132 BILLIE KEITH WAY, YUBA CITY, CA 95993		BLD23-01380	SFD	Owner	0	NONE	N					0			

	62-440-075	1083 BILLIE KEITH WAY, Yuba City, CA 95993		BLD23-01387	SFD	Owner	0	NONE	N					0			
	62-420-065	1100 SYDNEY CT, YUBA CITY, CA 95993		BLD23-00665	SFD	Owner	0	NONE	N					0			
	62-440-077	1107 BILLIE KEITH WAY, YUBA CITY, CA 95993		BLD23-01388	SFD	Owner	0	NONE	N					0			
	62-440-079	1131 BILLIE KEITH WAY, YUBA CITY, CA 95993		BLD23-01390	SFD	Owner	0	NONE	N					0			
	62-440-055	2740 ETHEL DR, YUBA CITY, CA 95993		BLD23-01383	SFD	Owner	0	NONE	N					0			
	62-440-078	1119 BILLIE KEITH WAY, YUBA CITY, CA 95993		BLD23-01384	SFD	Owner	0	NONE	N					0			

	62-440-076	1095 BILLIE KEITH WAY, YUBA CITY, CA 95993		BLD23-01389	SFD	Owner	0	NONE	N					0			
	62-420-049	3311 SAM BRANNA N WAY, YUBA CITY, CA 95993		BLD23-01761	SFD	Owner	0	NONE	N					0			
	62-045-014	1277 RUTH AVENUE, YUBA CITY, CA 95993		BLD23-02242	SFD	Owner	0	NONE	N					0			
	62-045-021	1221 RUTH AVENUE, YUBA CITY, CA 95993		BLD23-02246	SFD	Owner	0	NONE	N					0			
	62-045-019	1237 RUTH AVENUE, YUBA CITY, CA 95993		BLD23-02248	SFD	Owner	0	NONE	N					0			
	62-045-023	1205 RUTH AVENUE, YUBA CITY, CA 95993		BLD23-02249	SFD	Owner	0	NONE	N					0			

	62-045-022	1213 RUTH AVENUE, YUBA CITY, CA 95993		BLD23-02253	SFD	Owner	0	NONE	N					0			
	62-420-040	3314 JOHN FREMON T WAY, YUBA CITY, CA 95993		BLD23-01762	SFD	Owner	0	NONE	N					0			
	62-045-020	1229 RUTH AVENUE, YUBA CITY, CA 95993		BLD23-02251	SFD	Owner	0	NONE	N					0			
	62-450-001	1214 JEFFERS ON AVE, YUBA CITY, CA 95993		BLD23-01989	SFD	Owner	0	NONE	N					0			
	62-045-017	1253 RUTH AVENUE, YUBA CITY, CA 95993		BLD23-02250	SFD	Owner	0	NONE	N					0			
	62-045-018	1245 RUTH AVENUE, YUBA CITY, CA 95993		BLD23-02245	SFD	Owner	0	NONE	N					0			

	62-045-015	1269 RUTH AVENUE, YUBA CITY, CA 95993		BLD23-02247	SFD	Owner	0	NONE	N					0			
	62-420-061	3342 SAM BRANNA N WAY, YUBA CITY, CA 95993		BLD23-02378	SFD	Owner	0	NONE	N					0			
	62-440-071	1120 BILLIE KEITH WAY, YUBA CITY, CA 95993		BLD23-01381	SFD	Owner	0	NONE	N					0			
	62-420-066	1108 SYDNEY CT, YUBA CITY, CA 95993		BLD23-02377	SFD	Owner	0	NONE	N					0			
	62-045-016	1261 RUTH AVENUE, YUBA CITY, CA 95993		BLD23-02244	SFD	Owner	0	NONE	N					0			
	62-450-002	1202 JEFFERS ON AVE, YUBA CITY, CA 95993		BLD23-01990	SFD	Owner	0	NONE	N					0			

Density Bonus							
Project Identifier				Density Bonus			
Current APN	Street Address	Local Jurisdiction Tracking ID	Deed Restriction Type	Total Density Bonus Applied to the Project (Percentage Increase in Total Allowable Units or Total Maximum Allowable Residential Gross Floor Area)	Number of Other Incentives, Concessions, Waivers, or Other Modifications Given to the Project (Excluding Parking Waivers or Parking Reductions)	List the incentives, concessions, waivers, and modifications (Excluding Parking Waivers or Parking Modifications)	Did the project receive a reduction or waiver of parking standards? (Y/N)

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TABLE B - Regional Housing Needs Allocation Progress

Permitted Units Issued by Affordability

Income Level	RHNA Allocation	Restrictions	Projection Period	Year 1 - 2021	Year 2 - 2022	Year 3 - 2023	Year 4 - 2024	Year 5 - 2025	Year 6 - 2026	Year 7 - 2027	Year 8 - 2028	Year 9 - 2029	Total Units to Date (all years)	Total Remaining RHNA by Income Level
Very Low*	756	Deed restricted	0	0	0	0	0	0	0	0	0	0	0	756
		Non-Restricted	0	0	0	0	0	0	0	0	0	0		
Low	455	Deed restricted	0	0	0	0	0	0	0	0	0	0	0	455
		Non-Restricted	0	0	0	0	0	0	0	0	0	0		
Moderate	622	Deed restricted	0	0	0	0	0	0	0	0	0	0	0	622
		Non-Restricted	0	0	0	0	0	0	0	0	0	0		
Above Moderate	1,475		0	30	50	51	0	0	0	0	0	0	131	1,344
Total Units			0	30	50	51	0	0	0	0	0	0	131	
Total RHNA	3,308	Total Remaining Need for RHNA Period												3,177

Progress toward extremely low-income housing need, as determined pursuant to Government Code 65583(a)(1)

	Extremely Low-Income Need	Year 1 - 2021	Year 2 - 2022	Year 3 - 2023	Year 4 - 2024	Year 5 - 2025	Year 6 - 2026	Year 7 - 2027	Year 8 - 2028	Year 9 - 2029	Total Units to Date	Total Remaining ELI Need
Extremely Low-Income Units**	378	0	0	0	0	0	0	0	0	0	0	378

For the last year of the 5th cycle planning period, Table B will only include units that were permitted before the end date of the 5th cycle planning period.

For the first year of the 6th cycle planning period, Table B will only include units that were permitted since the start date of the 6th cycle planning period.

Projection Period units are included in a separate column.

*Units serving extremely low-income households must be included in the very low-income permitted totals in order to be credited toward the RHNA.

**Extremely low-income units determined pursuant to Government Code 65583(a)(1). Default value is half of the very low-income RHNA. May be overwritten.

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TABLE C - Sites Identified or Rezoned to Accommodate Shortfall Housing Need

Project Identifier					RHNA Shortfall by Income								Density Allowed				
APN	Street Address	Project Name	Local Jurisdiction Tracking ID	Date of Rezone	Very Low -Income	Low-Income	Moderate -Income	Above Moderate -Income	Type of Shortfall	Parcel Size (Acres)	General Plan Designation	Zoning	Minimum	Maximum	Realistic Capacity	Vacant Non Vacant	Description of Existing Uses
59-020-017	1835 BUTTE HOUSE RD	GPA 23-03	GPA 23-03	05/02/2023	0	0	12	0	Shortfall of Sites	0.9	Medium-High Density Residential (MHDR)	R-3	12	36	12	Non-Vacant	Single family residence
59-020-015	1851 BUTTE HOUSE RD	GPA 23-03	GPA 23-03	05/02/2023	0	0	5	0	Shortfall of Sites	0.39	Medium-High Density Residential (MHDR)	R-3	12	36	5	Vacant	
59-530-034	0 BUTTE HOUSE RD	GPA 23-03	GPA 23-03	05/02/2023	0	0	50	0	Shortfall of Sites	3.98	Medium-High Density Residential (MHDR)	R-3	12	36	50	Vacant	
59-020-018	1821 BUTTE HOUSE RD	GPA 23-03	GPA 23-03	05/02/2023	0	0	12	0	Shortfall of Sites	1.0	Medium-High Density Residential (MHDR)	R-3	12	36	12	Non-Vacant	Single family residence
59-020-016	1851 BUTTE HOUSE RD	GPA 23-03	GPA 23-03	05/02/2023	0	0	6	0	Shortfall of Sites	0.45	Medium-High Density Residential (MHDR)	R-3	12	36	6	Vacant	

51-393-003	0 MARKET ST	GPA 23-03	GPA 23-03	05/02/2023	0	0	6	0	Shortfall of Sites	0.48	Medium-High Density Residential (MHDR)	R-3	12	36	6	Vacant	
51-393-002	0 MARKET ST	GPA 23-03	GPA 23-03	05/02/2023	0	0	8	0	Shortfall of Sites	0.74	Medium-High Density Residential (MHDR)	R-3	12	36	8	Vacant	
57-150-078	247 S WALTON AVE	GPA 23-03	GPA 23-03	05/02/2023	0	0	8	0	Shortfall of Sites	0.77	Medium-High Density Residential (MHDR)	R-3	12	36	8	Non-Vacant	Single family residence
57-150-004	217 S WALTON AVE	GPA 23-03	GPA 23-03	05/02/2023	0	0	6	0	Shortfall of Sites	0.47	Medium-High Density Residential (MHDR)	R-3	12	36	6	Vacant	
57-150-050	211 S WALTON AVE	GPA 23-03	GPA 23-03	05/02/2023	0	0	12	0	Shortfall of Sites	1.0	Medium-High Density Residential (MHDR)	R-3	12	36	12	Vacant	
58-120-001	428 N WALTON AVE	GPA 23-03	GPA 23-03	05/02/2023	0	0	150	0	Shortfall of Sites	7.38	Medium-High Density Residential (MHDR)	R-3 X29	20	36	150	Vacant	

57-220-065	0 WALTON AVE	GPA 23-03	GPA 23-03	05/02/2023	0	0	2	0	Shortfall of Sites	0.11	Medium-High Density Residential (MHDR)	R-3	12	36	2	Vacant	
53-470-088	0 MILES AVE	GPA 23-03	GPA 23-03	05/02/2023	0	0	18	0	Shortfall of Sites	1.41	Medium-High Density Residential (MHDR)	R-3	12	36	18	Non-Vacant	Housing
53-470-079	344 SAMUEL DR	GPA 23-03	GPA 23-03	05/02/2023	0	0	24	0	Shortfall of Sites	2.05	Medium-High Density Residential (MHDR)	R-3	12	36	24	Non-Vacant	Housing
53-470-083	0 JAMES LN	GPA 23-03	GPA 23-03	05/02/2023	0	0	29	0	Shortfall of Sites	2.43	Medium-High Density Residential (MHDR)	R-3	12	36	29	Vacant	
53-470-087	0 MC KEEHAN	GPA 23-03	GPA 23-03	05/02/2023	0	0	65	0	Shortfall of Sites	2.86	Medium-High Density Residential (MHDR)	R-3 X29	20	36	65	Vacant	
53-470-076	448 GARDEN HWY	GPA 23-03	GPA 23-03	05/02/2023	0	0	10	0	Shortfall of Sites	0.67	Medium-High Density Residential (MHDR)	R-3	12	36	10	Non-Vacant	Housing

53-470-085	0 MILES AVE	GPA 23-03	GPA 23-03	05/02/2023	0	0	1	0	Shortfall of Sites	0.2	Medium-High Density Residential (MHDR)	R-3	12	36	1	Non-Vacant	Housing
53-470-078	363 MILES AVE	GPA 23-03	GPA 23-03	05/02/2023	0	0	42	0	Shortfall of Sites	3.25	Medium-High Density Residential (MHDR)	R-3	12	36	42	Non-Vacant	Housing
53-470-077	363 ATWOOD DR	GPA 23-03	GPA 23-03	05/02/2023	0	0	20	0	Shortfall of Sites	1.55	Medium-High Density Residential (MHDR)	R-3	12	36	20	Non-Vacant	Housing
53-470-081	0 SAMUEL DR	GPA 23-03	GPA 23-03	05/02/2023	0	0	12	0	Shortfall of Sites	1.05	Medium-High Density Residential (MHDR)	R-3	12	36	12	Non-Vacant	Housing
53-470-086	420 MILES AVE	GPA 23-03	GPA 23-03	05/02/2023	0	0	105	0	Shortfall of Sites	8.21	Medium-High Density Residential (MHDR)	R-3	12	36	105	Vacant	
53-470-095	0 MILES AVE	GPA 23-03	GPA 23-03	05/02/2023	0	0	6	0	Shortfall of Sites	0.41	Medium-High Density Residential (MHDR)	R-3	12	36	6	Vacant	

53-470-082	456 GARDEN HWY	GPA 23-03	GPA 23-03	05/02/2023	0	0	23	0	Shortfall of Sites	1.91	Medium-High Density Residential (MHDR)	R-3	12	36	23	Non-Vacant	Housing
53-470-092	380 MC KEEHAN DR	GPA 23-03	GPA 23-03	05/02/2023	0	0	23	0	Shortfall of Sites	1.88	Medium-High Density Residential (MHDR)	R-3	12	36	23	Non-Vacant	Housing
53-470-080	334 SAMUEL DR	GPA 23-03	GPA 23-03	05/02/2023	0	0	7	0	Shortfall of Sites	0.63	Medium-High Density Residential (MHDR)	R-3	12	36	7	Non-Vacant	Housing
53-470-090	352 BERNARD DR	GPA 23-03	GPA 23-03	05/02/2023	0	0	75	0	Shortfall of Sites	6.14	Medium-High Density Residential (MHDR)	R-3	12	36	75	Non-Vacant	Housing
53-470-096	479 BERNARD DR	GPA 23-03	GPA 23-03	05/02/2023	0	0	2	0	Shortfall of Sites	0.3	Medium-High Density Residential (MHDR)	R-3	12	36	2	Vacant	
53-470-089	0 BERNARD DR	GPA 23-03	GPA 23-03	05/02/2023	0	0	24	0	Shortfall of Sites	1.95	Medium-High Density Residential (MHDR)	R-3	12	36	24	Non-Vacant	Housing

53-470-093	0 MC KEEHAN DR	GPA 23-03	GPA 23-03	05/02/2023	0	0	20	0	Shortfall of Sites	1.64	Medium-High Density Residential (MHDR)	R-3	12	36	20	Vacant	
53-470-084	415 MILES AVE	GPA 23-03	GPA 23-03	05/02/2023	0	0	4	0	Shortfall of Sites	0.37	Medium-High Density Residential (MHDR)	R-3	12	36	4	Non-Vacant	Housing
53-470-094	479 BERNARD DR	GPA 23-03	GPA 23-03	05/02/2023	0	0	75	0	Shortfall of Sites	5.19	Medium-High Density Residential (MHDR)	R-3	12	36	75	Non-Vacant	Housing
53-470-098	470 BERNARD DR	GPA 23-03	GPA 23-03	05/02/2023	0	0	100	0	Shortfall of Sites	4.71	Medium-High Density Residential (MHDR)	R-3 X29	20	36	100	Non-Vacant	Housing
53-470-097	470 BERNARD DR	GPA 23-03	GPA 23-03	05/02/2023	0	0	20	0	Shortfall of Sites	1.53	Medium-High Density Residential (MHDR)	R-3	12	36	20	Non-Vacant	Housing
Totals					0	0	982	0							982		

2023 YUBA CITY Housing Element Annual Progress Report

TABLE D - Program Implementation Status

Housing Programs Progress Report - Government Code Section 65583			
Program Description			
Name of Housing Element Program	Objective	Timeframe in H.E.	Status of Program Implementation
H-A-1	Rehabilitation of stressed homes	on-going	Meet annually with rehabilitation consultant to target efforts
H-A-2	Allow second dwelling units	44621	Completed
H-A-3	Diversity of housing type	on-going	Code provides for density bonus
H-A-4	Infrastructure provisions and financing	on-going	Meet annually to evaluate and apply for funding
H-A-5	SM 35 Permit Streamlining	on-going	Update streamlining process
H-A-6	Density Bonus Ordinance	on-going	Code provides for density bonus
H-A-7	General Plan Update (SB 2)	44743	Continue to work with consultant on update
H-A-8	Objective Design Standards	44743	Coordinating with staff / consultants to initiate update
H-B-1	Funding for housing assistance	on-going	Continue to apply for HOME, CalHome, funding
H-B-2	Housing for extremely, very low	on-going	Continue to work with Regional Housing Authority
H-B-3	Monitor at-risk conversion units	on-going	Update lists, contact owners, work with non-profits
H-C-1	Regional Affordable Housing	44805	Coordinate with Sutter County
H-C-2	Lot Consolidation	on-going	Identify small lots as candidates for consolidation
H-C-3	Residential Demos	on-going	Coordinate with Building on residential demos
H-C-4	Utilities for Lower-Income Housing	on-going	Deliver adopted copy of Housing Element to PW Director
H-C-5	Residential in Commercial Zones	45078	Update Code to encourage mix-use housing / 100% residential in commercial zones
H-C-6	Residential By-Right	45413	Update Code to include by-right overlay on identified parcels
H-C-7	Shortfall Sites - Rezone	44696	Actively coordinating with Consultant and moving forward with CEQA requirements for rezone program
H-D-1	Housing Advocate Partnerships	44621	Reach out to local/regional partners
H-D-2	Farmworker Housing	on-going	Coordinate with Sutter County
H-D-3	Special-Needs Housing Terms	on-going	Update the Code to include new definitions for special-need housing types

H-D-4	Residential Care Facilities	on-going	Continue to offer incentives for group home developments
H-D-5	Special Needs Groups	on-going	Seek out funding opportunities annually
H-D-6	Energy Efficiency	on-going	Continue to encourage, educate, and participate in energy efficient housing objectives
H-F-1	Affirmatively Furthering Fair Housing	on-going	Strategize ways to take specific actions to affirmatively further fair housing throughout the City

2023 YUBA CITY Housing Element Annual Progress Report

TABLE E - Commercial Development Bonus Approved pursuant to GC Section 65915.7

No Data Available

2023 YUBA CITY Housing Element Annual Progress Report

TABLE F - Annual Building Activity Report Summary - Units Rehabilitated, Preserved and Acquired pursuant to GC Section 65583.1(c)(2)

	Affordability by Household Incomes (Units that DO NOT count towards RHNA)				
Activity Type	Extremely Low-Income	Very Low-Income	Low-Income	Total Units	Description of Activity
Rehabilitation Activity	0	14	0	14	
Preservation of Units At-Risk	0	0	0	0	
Acquisition of Units	0	0	0	0	
Mobilehome Park Preservation	0	0	0	0	
Total Units by Income	0	14	0	14	
	Affordability by Household Incomes (Units that DO count towards RHNA)				
Activity Type	Extremely Low-Income	Very Low-Income	Low-Income	Total Units	Description of Activity
Rehabilitation Activity	0	0	0	0	
Preservation of Units At-Risk	0	0	0	0	
Acquisition of Units	0	0	0	0	
Mobilehome Park Preservation	0	0	0	0	
Total Units by Income	0	0	0	0	

2023 YUBA CITY Housing Element Annual Progress Report

TABLE G - Locally Owned Lands Included in the Housing Element Sites Inventory that have been sold, leased, or otherwise disposed of (CCR Title 25 6202)

No Data Available

2023 YUBA CITY Housing Element Annual Progress Report

TABLE H - Locally Owned Surplus Sites (CCR Title 25 6202)

No Data Available

2023 YUBA CITY Housing Element Annual Progress Report

LEAP Reporting (CCR Title 25 6202)

Total Award Amount	310,000.00				
Task	\$ Amount Awarded	\$ Cumulative Reimbursement Requested	Task Status	Other Funding	Notes
General Plan Update (Eligible elements)	310,000.00	.00	In Progress	None	

CITY OF YUBA CITY
STAFF REPORT

Date: March 19, 2024
To: Honorable Mayor & Members of the City Council;
From: Human Resources Department
Presentation By: Natalie Springer, Human Resources Director

Summary

Subject: 2024 City Hall Holiday Closures
Recommendation: Adopt a Resolution authorizing the closure of City Hall for Thursday, July 4, 2024 through Friday, July 5, 2024, Monday, November 25, 2024 through Friday, November 29, 2024, Monday, December 23, 2024 through Friday, December 27, 2024, and Wednesday, January 1, 2025
Fiscal Impact: None.

Purpose:

To provide advance notice for the public and City staff to plan for the holiday periods:

1. Independence Day: Thursday, July 4, 2024 through Friday, July 5, 2024
2. Thanksgiving: Monday, November 25, 2024 through Friday, November 29, 2024
3. Christmas: Monday, December 23, 2024 through Friday, December 27, 2024
4. New Year's Day: Wednesday, January 1, 2025

Council's Strategic Goal:

The Council's Strategic Goal of being business friendly by providing advanced notice of closures to the public.

Background:

Historically, the numbers of City Hall routine counter service requests or utility bill payments around Thanksgiving and between Christmas and New Year's Day are low. Since 2011, City Hall has been closed for a week around the Christmas/New Year's Day holidays. Since 2020, the holiday closure was expanded to include the Thanksgiving week.

For the first time this year, the full week of Thanksgiving is being recognized as a holiday for the following bargaining units: Local 1, First Level Managers, Confidentials, and Mid-Managers. Employees required to work during the week of Thanksgiving will be allowed to take those holiday hours off during the months of October, November, or December.

As of last year, Staff expanded the holiday closure to include the day before Independence Day due to the holiday occurring on a Tuesday. This year, Staff is proposing to expand the closure to include

Friday, July 5, 2024, due to Independence Day occurring on a Thursday.

The proposed time periods to close City Hall are:

1. Independence Day: Thursday, July 4, 2024 through Friday, July 5, 2024.
2. Thanksgiving Week: Monday, November 25, 2024 through Friday, November 29, 2024.
3. Christmas Week: Monday December 23, 2024 through Friday, December 27, 2024.
4. New Year's Day: Wednesday, January 1, 2025.

Independence Day falls on Thursday, July 4, 2024. City Hall will be closed on Thursday, July 4, 2024 through Friday, July 5, 2024 and re-open on Monday, July 8, 2024.

Mon. July 1	Tues. July 2	Wed. July 3	Thurs. July 4	Fri. July 5	Sat. July 6	Sun. July 7	Mon. July 8
			Holiday				
Open	Open	Open	Closure	Closure			Open

The full week of Thanksgiving is being recognized as a holiday for the following bargaining units: Local 1, First Level Managers, Confidentials, and Mid-Managers. City Hall will be closed on Monday, November 25, 2024 through November 29, 2024 and re-open on Monday, December 2, 2024. Employees required to work during the week of Thanksgiving will be allowed to take those holiday hours off during the months of October, November, or December.

Mon. Nov. 25	Tues. Nov. 26	Wed. Nov. 27	Thurs. Nov. 28	Fri. Nov. 29	Sat. Nov. 30	Sun. Dec. 1	Mon. Dec. 2
Holiday	Holiday	Holiday	Holiday	Holiday			
Closure	Closure	Closure	Closure	Closure			Open

For the 2024 Christmas and New Year's Holiday Schedule, City Hall will be closed on Monday, December 23, 2024 through Friday, December 27, 2024 and re-open on Monday, December 30, 2024. The Christmas Float Holiday is on Tuesday, December 24, 2024 and the New Year's Eve Float Holiday is on Tuesday, December 31, 2024.

Mon. Dec. 23	Tues. Dec. 24	Wed. Dec. 25	Thurs. Dec. 26	Fri. Dec. 27	Sat. Dec.	Sun. Dec.	Mon. Dec.	Tues. Dec. 31	Wed.
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					28	29	30		Jan. 1
	Float Holiday	Obs. Holiday						Float Holiday	Obs. Holiday
Closure	Closure	Closure	Closure	Closure			Open	Open	Closure

This Holiday Closure provides a good opportunity for employees to take extra time off before the end of the calendar year while customer service demands are low.

Administratively, the Thanksgiving holiday will operate differently than the other holidays. Prior to this year, for Thanksgiving, two days were holidays. For this year's Thanksgiving, five days is recognized as time off that could be flexed to other days in the designated months depending on operational need. For the other holidays, employee discretionary leave bank time will need to be utilized if the employee chooses to take the time off.

These Holiday Closures do not impact emergency services or other facilities such as the Corporation Yard, Water Treatment Facility or Wastewater Treatment Facility. Also, inspection services will remain available.

Analysis:

The bargaining units: Local 1, First Level Managers, Confidentials, and Mid-Managers have been notified of the recommended closures.

The Holiday Closures will be well advertised to the public to ensure advance and thorough notification. If approved, news releases would be sent out to the local newspapers, radio stations, and news stations. Notices of the closure would be posted at City Hall as well as on the City's website and social media accounts.

Fiscal Impact:

None.

Alternatives:

Do not close City Hall for Independence Day, Thanksgiving week, Christmas week, or New Year's Day.

Recommendation:

Adopt a Resolution authorizing the closure of City Hall for Thursday, July 4, 2024 through Friday, July 5, 2024, Monday, November 25, 2024 through Friday, November 29, 2024, Monday, December 23, 2024 through Friday, December 27, 2024, and for Wednesday, January 1, 2025.

Attachments:

1. Resolution

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 CITY HALL HOLIDAY CLOSURES FOR JULY 4, 2024 –
JULY 5, 2024, NOVEMBER 25, 2024 – NOVEMBER 29, 2024, DECEMBER 23,
2024 – DECEMBER 27, 2024, AND JANUARY 1, 2025**

WHEREAS, given reduced City Hall public service needs during holiday periods, the City is providing employees at City Hall the opportunity to take time off over the below described holiday periods with minimal impact to the public;

WHEREAS, the City Hall Holiday Closures have been successful and well received by the public since 2011;

WHEREAS, non-City Hall operations function during the holiday periods in accordance with normal operational schedules and time off policies;

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

City Hall shall be closed to the public from Thursday, July 4, 2024 through Friday, July 5, 2024, Monday, November 25, 2024 through Friday, November 29, 2024, Monday, December 23, 2024 through Friday, December 27, 2024, and Wednesday, January 1, 2025. The Christmas Float Holiday is on Tuesday, December 24, 2024 and the New Year's Eve Float Holiday is on Tuesday, December 31, 2024.

For the July 4th and December holidays, employees are able to work their regular hours (performing duties as assigned) or utilize accrued discretionary time off. For the Thanksgiving holiday, impacted employees will comply their bargaining unit's Memorandum of Understanding.

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 19th day of March 2024.

AYES:

NOES:

ABSENT:

Shon Harris, Mayor

ATTEST:

Ciara Wakefield, Deputy City Clerk

Stacey Sheston
Special Counsel

CITY OF YUBA CITY
STAFF REPORT

Date: March 19, 2024
To: Honorable Mayor & Members of the City Council;
From: Administration Department
Presentation By: Diana Langley, City Manager

Summary

Subject: Sale of the Southwest Corner of Darrough Drive and Youngs Lane to Erik Mercado

Recommendation: Adopt a Resolution that:

A. Authorizes the City Manager to execute an Agreement for Purchase and Sale of Real Property located at the southwest corner of Darrough Drive and Youngs Lane (APN 051-516-006), and all other necessary documents, in the amount of \$23,000 to Erik Mercado, subject to approval of the City Attorney as to legal terms

B. Authorizes the Finance Director to place sale proceeds in the Water Fund

Fiscal Impact: Sale Price - \$23,000 plus savings associated with no longer maintaining the property

Purpose:

To sell the southwest corner of Darrough Drive and Youngs Lane, which has been deemed a surplus property by the City Council.

Council's Strategic Goal:

This item supports the Council's goal of fiscal responsibility as the disposition of the property will generate funds to place in the Water Fund and reduce maintenance costs.

Background:

The southwest corner of Darrough Drive and Youngs Lane is a former groundwater well site that was abandoned when the area transitioned to surface water years ago. On September 1, 2020, City Council formally declared the property to be surplus and staff initiated the Surplus Land Act (SLA) process. Through the SLA process, no housing sponsors or developers submitted a letter of interest to purchase the property and the California Department of Housing and Community Development (HCD) cleared the property for sale.

Analysis:

The property is not currently developable as city sewer is available approximately 700' to the west on Clark Avenue or over 900' to the east on Lorel Way. An appraisal was prepared by Owen & Associates, and the appraised value is \$23,000. The adjacent property owner, Erik Mercado, agreed to purchase the property at the appraised value. The attached Agreement for Purchase and Sale details the terms of the transaction.

Fiscal Impact:

The sale price is \$23,000 with net proceeds being slightly less due to title and escrow fees. Staff recommends that the proceeds be placed in the Water Fund as the site was originally purchased with Water Funds. In addition, the City will no longer be required to maintain the site.

Alternatives:

Do not sell the property and provide direction to staff.

Recommendation:

Adopt a Resolution that:

A. Authorizes the City Manager to execute an Agreement for Purchase and Sale of Real Property located at the southwest corner of Darrough Drive and Youngs Lane (APN 051-516-006), and all other necessary documents, in the amount of \$23,000 to Erik Mercado, subject to approval of the City Attorney as to legal terms.

B. Authorizes the Finance Director to place sale proceeds in the Water Fund.

Attachments:

1. Resolution - Darrough Youngs Property
2. Exhibit A - Purchase and Sale Agreement - Darrough Drive-Youngs Lane Property

Prepared By:
Diana Langley
City Manager

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO.

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR PURCHASE
AND SALE OF REAL PROPERTY LOCATED AT THE SOUTHWEST CORNER OF
DARROUGH DRIVE AND YOUNGS LANE (APN 051-516-006), AND ALL OTHER
NECESSARY DOCUMENTS, IN THE AMOUNT OF \$23,000 TO ERIK MERCADO, AND
AUTHORIZE THE FINANCE DIRECTOR TO PLACE SALE PROCEEDS IN THE WATER
FUND**

WHEREAS, on September 1, 2020, the City Council declared the southwest corner of Darrough Drive and Youngs Lane to be a surplus property; and

WHEREAS, in accordance with the Surplus Land Act, staff issued a notice of availability and did not receive any interest from any housing sponsors; and

WHEREAS, the Department of Housing and Community Development has determined that staff met all of the requirements under the Surplus Land Act and the Successor Housing Agency is permitted to proceed with the sale or lease of the property; and

WHEREAS, an appraisal was prepared by Owen & Associates and the appraised value is \$23,000; and

WHEREAS, the adjacent property owner, Erik Mercado, submitted an offer to purchase the property at the appraised value; and

WHEREAS, staff recommends that the City Council accept the offer and authorize the City Manager to execute an Agreement for Purchase and Sale; and

WHEREAS, the site was originally purchased with Water Funds.

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

1. The City Manager is authorized to execute an Agreement for Purchase and Sale of Real Property located at the southwest corner of Darrough Drive and Youngs Lane (APN 051-516-006), and all other necessary documents, in the amount of \$23,000 to Erik Mercado.
2. The Finance Director is authorized to place sale proceeds in the Water Fund.

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 19th day of March, 2024.

AYES:

NOES:

ABSENT:

Shon Harris, Mayor

ATTEST:

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY

Shannon Chaffin
City Attorney

Exhibit A: Purchase and Sale Agreement

EXHIBIT A

**AGREEMENT FOR PURCHASE AND SALE
OF REAL PROPERTY AND JOINT ESCROW INSTRUCTIONS**

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY AND JOINT ESCROW INSTRUCTIONS ("**Agreement**") is made this 19th day of March, 2024 ("**Agreement Date**") by and among Erik Mercado (the "**Buyer**"), City of Yuba City, a public agency ("**Seller**") and OLD REPUBLIC TITLE COMPANY, a corporation ("**Escrow Holder**" and "**Title Company**").

RECITALS:

A. Seller owns that certain residential real property located at the southwest corner of Darrough Drive and Youngs Lane in Yuba City, State of California (APN 051-516-006) legally described as set forth on **Exhibit A** ("**Property**").

B. Buyer is willing to purchase the Property in AS-IS condition pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and incorporating the recitals above, the parties hereto agree as follows:

TERMS AND CONDITIONS:

1. PURCHASE AND SALE OF PROPERTY. Buyer hereby agrees to purchase from Seller, and Seller agrees to sell to Buyer, the Property in AS-IS condition.

2. OPENING OF ESCROW. Within five (5) days after the execution of this Agreement by both Buyer and Seller, the parties shall open an escrow ("**Escrow**") with Old Republic Title Company (Escrow Holder) by causing an executed copy of this Agreement to be deposited with Jayne Silveira, escrow officer ("**Escrow Officer**") at Old Republic Title Company, 855 Harter Parkway, Suite 130, Yuba City Jsilveira@ortc.com (530) 673-8841 ("**Escrow**") together with the Deposit (as defined in Section 3.2(a)) ("**Opening of Escrow**").

3. PURCHASE PRICE.

3.1 Purchase Price. The Purchase Price for the Property is Twenty-Three Thousand Dollars (\$23,000) ("**Purchase Price**").

3.2 Payment of Purchase Price. The Purchase Price shall be paid as follows:

(a) **Deposit.** At Opening of Escrow, Buyer shall deposit the sum of One Thousand Dollars (\$1,000) with Escrow Holder ("**Deposit**").

(b) **Balance of Funds.** At least one (1) business day prior to the Closing, Buyer shall deposit balance of the Purchase Price with Escrow Holder in Good Funds (as defined below).

3.3 Disbursement of Seller's Net Proceeds. At the Closing, the net proceeds (as

determined by the Seller settlement statement) shall be disbursed to Seller.

3.4 Good Funds. All funds deposited in Escrow shall be in “**Good Funds**” which means a wire transfer of funds, cashier's or certified check drawn on or issued by the offices of a financial institution located in the State of California.

4. ADDITIONAL FUNDS AND DOCUMENTS REQUIRED FROM BUYER AND SELLER.

4.1 Seller. Seller agrees that on or before 12:00 noon on the day preceding the Closing Date, Seller will deposit with Escrow Holder such funds and other items and instruments (executed and acknowledged, if appropriate) as may be necessary in order for the Escrow Holder to comply with this Agreement, including without limitation:

- a. Executed and acknowledged grant deed in the form of Exhibit B (“**Grant Deed**”).
- b. A Non-Foreign Affidavit as required by federal law.
- c. Such funds and other items and instruments as may be necessary in order for Escrow Holder and the Title Company to comply with this Agreement.
- d. Executed and acknowledged Deed Restriction in the form of Exhibit C (“**Deed Restriction**”).

4.2 Buyer. Buyer agrees that on or before 12:00 noon on the date preceding the Closing Date, Buyer will deposit with Escrow Holder all additional funds and/or documents (executed and acknowledged, if appropriate) which are necessary to comply with the terms of this Agreement, including without limitation:

- a. A Preliminary Change of Ownership Statement completed in the manner required in Sutter County.
- b. Such funds and other items and instruments as may be necessary in order for Escrow Holder and the Title Company to comply with this Agreement.

4.3 Recordation, Completion and Distribution of Documents. Escrow Holder will cause Grant Deed and Deed Restriction to be recorded when it can issue the Owner's Title Policy in accordance with Section 6, and holds for the account of Buyer and Seller, respectively, the funds and items described above to be delivered to Buyer and Seller, respectively, through Escrow, less costs, expenses and disbursements chargeable to Seller pursuant to the terms hereof.

5. CLOSING DATE; TIME IS OF ESSENCE.

5.1 Closing Date. Escrow shall close within ten (10) days after Buyer has provided the Buyer's Due Diligence Approval Notice by the Outside Due Diligence Date (pursuant to Section 7), but no later than thirty (30) days after the Opening of Escrow (“**Closing Date**”) unless extended as evidenced by a writing signed by both parties. The terms “**Close of Escrow**” and/or “**Closing**” are used herein to mean the time Grant Deed is filed for recording by the Escrow Holder in the Office of the County Recorder of Sutter County, California.

5.2 Possession. Upon the Close of Escrow, exclusive possession and occupancy of

the Property shall be delivered to Buyer free and clear of all claims of possession and all debris.

5.3 Time is of Essence. Buyer and Seller specifically agree that time is of the essence.

5.4 City Manager's Authority. Seller by its execution of this Agreement hereby agrees that its City Manager or designee (who has been designated by City Manager's written notice delivered to Buyer and Escrow Holder) shall, in City Manager's sole and exclusive discretion, have authority:

(i) to execute documents on behalf of Seller including, but not limited to, issuing approvals, disapprovals and extensions. Any such approval, disapproval or extension executed by the City Manager or their designee shall be binding on Seller.

(ii) make minor modifications to this Agreement in order to fulfill the direction of the City Council, provided that such minor modifications are approved by the City Attorney.

6. TITLE POLICY.

6.1 Approval of Title.

(a) Promptly following execution of this Agreement but in no event later than five (5) days following Opening of Escrow, a preliminary title report shall be issued by Old Republic Title Company ("**Title Company**"), describing the state of title of the Property, together with copies of all exceptions specified therein and a map plotting all easements specified therein ("**Preliminary Title Report**"). Within five (5) days after Buyer's receipt of the Preliminary Title Report, Buyer shall notify Seller in writing ("**Buyer's Title Notice**") of Buyer's disapproval of any matters contained in the Preliminary Title Report ("**Disapproved Exceptions**").

(b) In the event Buyer delivers Buyer's Title Notice within said period, Seller shall have a period of five (5) days after receipt of Buyer's Title Notice in which to notify Buyer of Seller's election to either (i) agree to attempt to remove the Disapproved Exceptions prior to the Close of Escrow; or (ii) decline to remove any such Disapproved Exceptions ("**Seller's Notice**"). If Seller notifies Buyer of its election to decline to remove the Disapproved Exceptions, or if Seller is unable to remove the Disapproved Exceptions, Buyer may elect either to terminate this Agreement and the Escrow or to accept title to the Property subject to the Disapproved Exception(s). Buyer shall exercise such election by delivery of written notice to Seller and Escrow Holder within five (5) days following the earlier of (i) the date of written advice from Seller that such Disapproved Exception(s) cannot be removed; or (ii) the date Seller declines to remove such Disapproved Exception(s).

(c) Upon the issuance of any amendment or supplement to the Preliminary Title Report which adds additional exceptions, the foregoing right of review and approval shall also apply to said amendment or supplement, provided, however, that Buyer's initial period of review and approval or disapproval of any such additional exceptions shall be limited to ten (10) days following receipt of notice of such additional exceptions.

(d) Nothing to the contrary herein withstanding, Buyer shall be deemed to have automatically objected to all leases, deeds of trust, mortgages, judgment liens, federal and state income tax liens, delinquent general and special real property taxes and assessments and

similar monetary encumbrances affecting the Property, and Seller shall discharge any such non-permitted title matter of record prior to or concurrently with the Close of Escrow.

6.2 Title Policy. At the Close of Escrow, Escrow Holder shall furnish Buyer with an ALTA/CLTA Homeowner's Owner's Policy of title insurance ("**Owner's Title Policy**") insuring title to the Property vested in Buyer in the amount of the Purchase Price, containing only exceptions approved or waived by Buyer in accordance with this Section. The cost of the Owner's Title Policy to Seller shall be paid by Buyer.

7. TRANSFER DISCLOSURE STATEMENT, STATUTORY DISCLOSURES & DUE DILIGENCE.

7.1 Transfer Disclosure Statement. Within two (2) days after the Opening of Escrow, Seller shall provide a completed and executed Transfer Disclosure Statement (as specified in Civil Code Section 1102) ("**TDS**") for Buyer's review and approval. If Buyer disapproves the completed TDS, Buyer shall notify Seller with a copy to Escrow Holder within the Due Diligence Period (as defined in Section 7.6). If Buyer does not disapprove the TDS within the Due Diligence Period, Buyer shall be deemed to have approved it. Buyer and any Buyer's agent shall execute the TDS and deliver a copy to Seller.

7.2 Natural Hazard Disclosure Report with Tax Disclosures. Within two (2) days after the Opening of Escrow, Escrow Holder shall order and deliver to Buyer a comprehensive natural hazard disclosure and tax report from Disclosure Source ("**NHD Report**") for Buyer's review and approval. If Buyer disapproves the NHD Report, Buyer shall notify Seller with a copy to Escrow Holder within the Due Diligence Period. If Buyer does not disapprove the NHD Report within the Due Diligence Period, Buyer shall be deemed to have approved it. Buyer shall execute the acknowledgement statement that accompanies the NHD Report and deliver a copy to Seller.

7.3 Lead-Based Paint Disclosures. Within two (2) days of Opening of Escrow, Seller shall deliver to Buyer the statutory Lead-Based Paint Disclosure and pamphlet as required by federal law ("**Lead Paint Disclosure**") for Buyer's review and approval. If Buyer disapproves the Lead Paint Disclosure, Buyer shall notify Seller with a copy to Escrow Holder within the Due Diligence Period. If Buyer does not disapprove the Lead Paint Disclosure within the Due Diligence Period, Buyer shall be deemed to have approved it. Waiver of the Lead Paint Disclosure is prohibited by law. Buyer shall execute the Lead Paint Disclosure and deliver same to Seller.

7.4 Material Facts & Insurance Claims. Within two (2) days of the Opening of Escrow, Seller shall disclose to Buyer in writing all known material facts and defects including known insurance claims within the last five (5) years preceding the Agreement Date

7.5 Other Statutory Disclosures. Within two (2) days of Opening of Escrow, Seller shall deliver to Buyer all other applicable statutory disclosures (including, but not limited to, notice or actual knowledge of release of illegal controlled substance, etc.) as required by law for Buyer's review and approval. If Buyer disapproves any such disclosures, Buyer shall notify Seller with a copy to Escrow Holder within the Due Diligence Period. If Buyer does not disapprove a statutory disclosure within the Due Diligence Period, Buyer shall be deemed to have approved it and Buyer shall execute any documents reasonably required by Seller to evidence same and deliver same to Seller.

7.6 Due Diligence. For a period of up to thirty (30) days following the Opening of Escrow ("**Due Diligence Period**"), Buyer shall have the right to review and inspect the Property and conduct such tests as reasonably determined by Buyer. Buyer shall use reasonable efforts to expediate any and all investigations provide same does not involve additional cost to Seller. Seller grants to Buyer, its agents and employees, upon reasonable notice to Seller, a limited license to enter the Property for the purpose of conducting such due diligence as reasonably required by Buyer at Buyer's sole cost and expense. As a condition to Buyer's entry and inspection, Buyer shall keep the Property free and clear of all materialmen's liens, lis pendens or any other liens arising out of the entry and any work performed under this Agreement. Buyer shall notify Seller in writing ("**Buyer's Due Diligence Notice**") on or before the expiration of the Due Diligence Period of Buyer's approval of the condition of the Property as well as the TDS, NHD Report, Lead Paint Disclosure and all other disclosures and notices delivered to Buyer under this Agreement, which approval may be withheld in Buyer's sole discretion. Failure of Seller to provide access to the Property to inspect the Property at a day and time requested by Buyer shall be a material breach of this Agreement and Buyer shall have the right to immediately terminate this Agreement and the escrow.

7.7 Indemnity. Buyer agrees to defend and indemnify Seller for any claims that arise out of Buyer's inspection or testing of the Property.

7.8 Statutory Disclosures. As required by law, Seller makes the following disclosures to Buyer:

- a. **No HOA.** The Property is subject to certain covenants, conditions and restrictions. However, there is no homeowner association and there are no HOA assessments to which the Property is subject.
- b. **Megan's Law.** "Notice: Pursuant to Section 290.46 of the Penal Code information about specified registered sex offenders is made available to the public via an internet website maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on a sex offender's criminal history, this information will include either an address at which the offender resides or the community of residence and ZIP code in which he or she resides. (Neither Seller or Broker are required to check this website)."
- c. **Gas and Hazardous Liquid Transmission Pipelines.** "This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public at the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at <http://www.npms.phmsa.dot.gov/>. To seek further information about possible transmission lines near the Property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP code and county on the NPMS Internet Web site."

8. CONDITIONS PRECEDENT TO CLOSE OF ESCROW.

8.1 Conditions to Buyer's Obligations. The obligations of Buyer under this Agreement are subject to the satisfaction or written waiver, in whole or in part, by Buyer of each of the following conditions precedent ("**Buyer's Conditions Precedent**"):

- (a) Title Company will issue the Owner's Title Policy as specified in Section 6.2.
- (b) Escrow Holder holds and will deliver to Buyer the instruments accruing to Buyer pursuant to this Agreement.
- (c) Seller is not in default of its obligations under this Agreement.

8.2 Conditions to Seller's Obligations. The obligations of Seller under this Agreement are subject to the satisfaction or written waiver, in whole or in part, by Seller of the following conditions precedent:

- (a) Escrow Holder holds and will deliver to Seller the instruments and funds accruing to Seller pursuant to this Agreement.
- (b) Buyer shall have executed all documents required under this Agreement and delivered same to Seller.
- (c) Buyer is not in default of its obligations under this Agreement.

9. LIMITED REPRESENTATIONS AND WARRANTIES.

9.1 Limited Representations and Warranties. Seller hereby makes the following representations and warranties to Buyer to the best of its knowledge and without the duty to investigate, each of which is true in all respects as of the Agreement Date and the Opening of Escrow and shall be true in all respects on the date of Close of Escrow on the Property:

a. Seller has received no notice and/or has no knowledge that any governmental authority or any employee or agent thereof considers the present or proposed operation, use or ownership of the Property to violate or have violated any ordinance, rule, law, regulation or order of any government or agency, body or subdivision thereof, or that any investigation has been commenced or is contemplated respecting such possible violations.

b. There are no pending or threatened lawsuits or claims which would affect the Property.

c. The Property is not subject to a homeowner's association nor any such association assessments.

d. The Property is not in violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to the environmental conditions on, under or about the Property including, but not limited to, soil and ground water conditions.

e. Seller has received no written notice from any third parties, prior owners of the Property, or any federal, state or local governmental agency indicating that any hazardous waste remedial or clean-up work will be required on the Property. There are no environmental, health or safety hazards on, under or about the Property, including but not limited to soil and groundwater conditions.

f. There are no contracts, leases, claims or rights affecting the Property and no agreements entered into by or under Seller that shall survive the Close of Escrow.

g. Until the Closing, Seller shall not do anything which would impair Seller's title to any of the Property.

h. Seller is not, and as of the Close of Escrow will not be, a foreign person within the meaning of Internal Revenue Code Section 1445 or an out-of-state seller under California Revenue and Tax Code Section 18805 and that it will deliver to Buyer through Escrow a non-foreign affidavit on Escrow Holder's standard form pursuant to Internal Revenue Code Section 1445(b)(2) and the Regulations promulgated thereunder and a California Form 590-RE ("Non-foreign Affidavit").

i. Until the Closing, if Seller learns of any fact or condition which would cause any of the warranties and representations in this Section not to be true as of the Closing, Seller shall immediately give written notice of such fact or condition to Buyer.

j. No construction or repair work has been done on the Property within the six (6) months prior to the Opening of Escrow.

9.2 Breach; Indemnification. If a breach of a representation, warranty or covenants occurs before Closing and Buyer is aware that such a breach has occurred, the breach shall be grounds to terminate this Agreement in Buyer's sole discretion. If Buyer does not elect to terminate this Agreement, Buyer shall be deemed to have waived any such breach.

10. ESCROW PROVISIONS.

10.1 Escrow Instructions. Sections 1; 2 through 6 inclusive, 8, 10, 12 and 13 constitute the escrow instructions to Escrow Holder. If required by Escrow Holder, Buyer and Seller agree to execute Escrow Holder's standard escrow instructions, provided that the same are consistent with and do not conflict with the provisions of this Agreement. In the event of any such conflict, the provisions of this Agreement shall prevail. The terms and conditions in sections of this Agreement not specifically referenced above are additional matters for information of Escrow Holder, but about which Escrow Holder need not be concerned. Buyer and Seller will receive Escrow Holder's general provisions directly from Escrow Holder and will execute such provision upon Escrow Holder's request. To the extent that the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller agree to execute additional instructions, documents and forms provide by Escrow Holder that are reasonably necessary to close Escrow.

10.2 General Escrow Provisions. Escrow Holder shall deliver the Owner's Title Policy to Buyer and instruct the Sutter County Recorder to mail the Grant Deed to Buyer at the address set forth in Section 12 after recordation. All funds received in this Escrow shall be deposited in one or more general escrow accounts of the Escrow Holder with any bank doing business in Sutter County, California, and may be disbursed to any other general escrow account or accounts. All disbursements shall be according to that party's instructions.

10.3 Utilities. Buyer and Seller shall cause all utilities which are in the name of Seller to be transferred to the name of Buyer as of the Close of Escrow or as soon thereafter as practicable. Utilities shall be prorated to the Close of Escrow. In the event final amounts with respect to said prorations are not available as of Close of Escrow, the proration shall be done on an estimated basis and the parties shall prepare a final proration within sixty (60) days following Close of Escrow. Any party who is obligated to pay net amounts based on said final

proration shall reimburse the other party said amount within thirty (30) days after completion of the final proration.

10.4 Real Property Taxes. Seller is a public agency and exempt from real property taxes so no prorations will be required at Closing.

10.5 Payment of Costs.

- a. **Cost Allocation.** Buyer shall pay the costs for the Owner's Title Policy, one-half of escrow costs and recording fees ("**Buyer's Charges**"). Seller shall pay the cost of the NHD Report, documentary transfer taxes, one-half of the escrow costs and any fees and costs charged by any lender to obtain releases or consents or otherwise put title in the condition described in Section 6 ("**Seller's Charges**"). All other costs of Escrow not otherwise specifically allocated by this Agreement shall be apportioned between the parties in a manner consistent with the custom and usage of Escrow Holder.
- b. **Closing Statement.** At least three (3) business days prior to the Closing Date, Escrow Holder shall furnish Buyer and Seller with a preliminary Escrow closing statement which shall include each party's respective shares of costs. The preliminary closing statement shall be approved in writing by the parties. As soon as reasonably possible following the Close of Escrow, Escrow Holder shall deliver a copy of the final Escrow closing statement to the Parties.

10.6 Termination and Cancellation of Escrow. If Escrow fails to close as provided above, either party may elect to cancel this Escrow upon written notice to the other party and Escrow Holder. Upon cancellation, Escrow Holder is instructed to return all funds and documents then in Escrow to the respective depositor of the same with Escrow Holder. Cancellation of Escrow, as provided herein, shall be without prejudice to whatever legal rights Buyer or Seller may have against each other arising from the Escrow or this Agreement.

10.7 Information Report. Escrow Holder shall file and Buyer and Seller agree to cooperate with Escrow Holder and with each other in completing any report ("**Information Report**") and/or other information required to be delivered to the Internal Revenue Service pursuant to Internal Revenue Code § 6045(e) regarding the real estate sales transaction contemplated by this Agreement, including without limitation, Internal Revenue Service Form 1099-B as such may be hereinafter modified or amended by the Internal Revenue Service, or as may be required pursuant to any regulation now or hereinafter promulgated by the Treasury Department with respect thereto. Buyer and Seller also agree that Buyer and Seller, their respective employees and attorneys, and escrow Holder and its employees, may disclose to the Internal Revenue Service, whether pursuant to such Information Report or otherwise, any information regarding this Agreement or the transactions contemplated herein as such party reasonably deems to be required to be disclosed to the Internal Revenue Service by such party pursuant to Internal Revenue Code Section 6045(e), and further agree that neither Buyer nor Seller shall seek to hold any such party liable for the disclosure to the Internal Revenue Service of any such information.

10.8 No Withholding as Foreign Seller. Seller represents and warrants to Buyer that Seller is not, and as of the Close of Escrow will not be, a foreign person within the meaning of Internal Revenue Code § 1445 or an out-of-state seller under California Revenue and Tax Code § 18805 and that it will deliver to Buyer on or before the Close of Escrow a non-foreign affidavit

on Escrow Holder's standard form pursuant to Internal Revenue Code §1445(b)(2) and the Regulations promulgated thereunder and a California Form 590-RE.

10.9 Brokerage Commissions. Neither party is represented by a broker. Buyer and Seller each agree to indemnify and hold the other parties harmless from and against all liabilities, costs, damages and expenses, including, without limitation, attorneys' fees, resulting from any claims or fees or commissions, based upon agreements by it, if any, to pay a broker's commission and/or finder's fee except as specified above.

11. LIQUIDATED DAMAGES.

IF BUYER SHOULD MATERIALLY DEFAULT UNDER THIS AGREEMENT, BUYER AND SELLER AGREE THAT SELLER WILL INCUR DAMAGES BY REASON OF SUCH DEFAULT WHICH DAMAGES SHALL BE IMPRACTICAL AND EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO ASCERTAIN. THEREFORE, BUYER AND SELLER, IN A REASONABLE EFFORT TO ASCERTAIN WHAT SELLER'S DAMAGES WOULD BE IN THE EVENT OF SUCH DEFAULT BY BUYER HAVE AGREED BY PLACING THEIR INITIALS BELOW THAT THE DEPOSIT SHALL CONSTITUTE A REASONABLE ESTIMATE OF SELLER'S DAMAGES UNDER THE PROVISIONS OF SECTIONS 1671 AND 1677 OF THE CALIFORNIA CODE OF CIVIL PROCEDURE FOR A BREACH PRIOR TO THE CLOSING. IF BUYER FAILS TO PROMPTLY DELIVER THE SUM SPECIFIED ABOVE TO SELLER, SUCH FAILURE SHALL CONSTITUTE A MATERIAL BREACH OF THIS PROVISION AND SELLER MAY ELECT TO SUE BUYER UNDER THIS PROVISION OR TO WAIVE THIS PROVISION AND PROCEED AGAINST BUYER FOR ALL APPLICABLE DAMAGES RESULTING FROM BUYER'S DEFAULT.

Seller's Initials

Buyer's Initials

12. NOTICES. Any notices, demands or communications under this Agreement between the parties shall be in writing, and may be given by (i) personal service, (ii) overnight delivery, or (iii) mailing via United States mail, certified mail, postage prepaid, return receipt requested ("**US Mail**"), addressed to each party as set forth below or such other address as may be furnished in writing by a party, and such notice or communication shall, if properly addressed, be deemed to have been given (a) as of the date so delivered under delivery methods (i) or (ii) above, or (b) three (3) business days after deposit into the U.S. Mail.

To Seller: City of Yuba City
1201 Civic Center Boulevard
Yuba City, CA 95993
Attn: Diana Langley, City Manager

With a Copy to: Aleshire & Wynder, LLP
2440 Tulare Street Suite 410
Fresno, CA 93721
Attn: Shannon Chaffin, City Attorney

To Buyer: Erik Mercado
948 Marlin Court
Yuba City, CA 95991

To Escrow Holder: Old Republic Title Company
855 Harter Parkway, Suite 130
Yuba City, CA 95993
Jayne Silveira, Escrow Officer

13. GENERAL PROVISIONS.

13.1 Assignment. Neither party shall have the right to assign this Agreement or any interest or right hereunder or under the Escrow without the prior written consent of the other party. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective heirs, personal representatives, successors and assigns.

13.2 Attorney's Fees. In any action between the parties hereto, seeking enforcement of any of the terms and provisions of this Agreement or the Escrow, or in connection with the Property, the prevailing party in such action shall be entitled, to have and to recover from the other party its reasonable attorneys' fees and other reasonable expenses in connection with such action or proceeding, in addition to its recoverable court costs.

13.3 Interpretation; Governing Law. This Agreement shall be construed according to its fair meaning and as if prepared by both parties hereto. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. Titles and captions are for convenience only and shall not constitute a portion of this Agreement. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates.

13.4 No Waiver. No delay or omission by either party in exercising any right or power accruing upon the compliance or failure of performance by the other party under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either party of a breach of any of the covenants, conditions or agreements hereof to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions hereof.

13.5 Modifications. Any alteration, change or modification of or to this Agreement, in order to become effective, shall be made by written instrument or endorsement thereon and in each such instance executed on behalf of each party hereto.

13.6 Severability. If any term, provision, condition or covenant of this Agreement or the application thereof to any party or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this instrument, or the application of such term, provisions, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

13.7 Merger. This Agreement and other documents incorporated herein by reference contain the entire understanding between the parties relating to the transaction contemplated hereby and all prior to contemporaneous agreements, understandings, representations and statements, oral or written, are merged herein and shall be of no further force or effect.

13.8 Execution in Counterparts. This Agreement may be executed in several

counterparts, and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all parties are not signatories to the original or the same counterpart.

13.9 Exhibits. Exhibits A, B, and C are attached hereto are incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for Purchase and Sale of Real Property and Escrow Instructions as of the date set forth above.

Note: Section 11 needs to be separately initialed by the parties.

BUYER:

Erik Mercado

SELLER:

CITY OF YUBA CITY

By: _____
Diana Langley, City Manager
_____, 2024

ATTEST:

Accepted and agreed to:

ESCROW HOLDER:

OLD REPUBLIC TITLE

By: _____
Jayne Silveira, Escrow Officer

Dated: _____, 2024

Jackie Sillman, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Shannon Chaffin, City Attorney

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

That certain real property in the City of Yuba City, County of Sutter, State of California legally described as follows:

LOT 46, AS SHOWN ON THAT CERTAIN MAP ENTITLED, "PLAT OF NEW HELVETIA TERRACE", FILED IN THE OFFICE OF THE COUNTY RECORDER OF SUTTER COUNTY CALIFORNIA ON JULY 22, 1955 IN BOOK 8 OF SURVEYS, AT PAGE 67.

APN: 051-516-006

EXHIBIT B
GRANT DEED

FREE RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Erik Mercado
948 Marlin Court
Yuba City, CA 95991

APN 051-516-006-000

THE UNDERSIGNED GRANTOR DECLARES:
Documentary Transfer Tax is: \$____

(Space Above This Line for Recorder's Office Use Only)
(Exempt from Recording Fee per Gov. Code §6103)

GRANT DEED

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, CITY OF YUBA CITY, a public agency ("**Grantor**"), hereby grants to Erik Mercado as _____ ("**Grantee**"), that certain real property in the City of Yuba City, County of Sutter, State of California, legally described on Exhibit A attached hereto and incorporated herein by reference ("**Property**").

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on its behalf by its respective officers or agents hereunto as of the date below.

GRANTOR:

CITY OF YUBA CITY, a public agency

Not to be executed until closing

By: _____
Diana Langlely,
City Manager

ATTEST:

Jackie Sillman, City Clerk

DATED: _____, 2024

EXHIBIT A TO GRANT DEED

LEGAL DESCRIPTION OF PROPERTY

That certain real property in the City of Yuba City, County of Sutter, State of California legally described as follows:

LOT 46, AS SHOWN ON THAT CERTAIN MAP ENTITLED, "PLAT OF NEW HELVETIA TERRACE", FILED IN THE OFFICE OF THE COUNTY RECORDER OF SUTTER COUNTY CALIFORNIA ON JULY 22, 1955 IN BOOK 8 OF SURVEYS, AT PAGE 67.

APN: 051-516-006

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

STATE OF CALIFORNIA)

) SS.

COUNTY OF _____)

On _____, 2024 before me, _____, a notary public,
personally appeared _____ who proved to
me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to
the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Notary Public

SEAL:

EXHIBIT C
DEED RESTRICTION

FREE RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Yuba City
1201 Civic Center Boulevard
Yuba City, CA 95993
Attn: City Manager

APN 051-516-006-000

THE UNDERSIGNED GRANTOR DECLARES:
Documentary Transfer Tax is: \$____

(Space Above This Line for Recorder's Office Use Only)
(Exempt from Recording Fee per Gov. Code §6103)

DEED RESTRICTION

If ten (10) or more residential units are developed on the Property, not less than 15 percent of the total number of residential units developed on the property shall be sold or rented at affordable housing cost, as defined in Section 50052.5 of the California Health and Safety Code, or affordable rent, as defined in Section 50053 of the California Health and Safety Code, to lower income households, as defined in Section 50079.5 of the California Health and Safety Code. Rental units shall remain affordable to and occupied by lower income households for a period of 55 years for rental housing and 45 years for ownership housing. The initial occupants of all ownership units shall be lower income households, and the units shall be subject to an equity sharing agreement consistent with the provisions of paragraph (2) of subdivision © of 65915 of the California Government Code. These requirements shall be covenants or restrictions running with the land and shall be enforceable against any owner who violates a covenant or restriction and each successor-in-interest who continues the violation by any of the entities described in subdivisions (a) to (f), inclusive, of Section 54222.5 of the California Government Code.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on its behalf by its respective officers or agents hereunto as of the date below.

GRANTOR:

CITY OF YUBA CITY, a public agency

Not to be executed until closing

By: _____
Diana Langley
City Manager

ATTEST:

Jackie Sillman, City Clerk

DATED: _____, 2024

EXHIBIT A TO DEED RESTRICTION
LEGAL DESCRIPTION OF PROPERTY

That certain real property in the City of Yuba City, County of Sutter, State of California legally described as follows:

LOT 46, AS SHOWN ON THAT CERTAIN MAP ENTITLED, "PLAT OF NEW HELVETIA TERRACE", FILED IN THE OFFICE OF THE COUNTY RECORDER OF SUTTER COUNTY CALIFORNIA ON JULY 22, 1955 IN BOOK 8 OF SURVEYS, AT PAGE 67.

APN: 051-516-006

[illegible]

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

Notary Public

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CITY OF YUBA CITY
STAFF REPORT

Date: March 19, 2024
To: Honorable Mayor & Members of the City Council;
From: Development Services Department
Presentation By: Doug Libby, Deputy Director of Development Services

Summary

Subject: West Railroad Village Tentative Subdivision Map (TSM) 23-02 Development Agreement

Recommendation: Adopt an Uncodified Ordinance of the City Council of the City of Yuba City approving Environmental Assessment 23-07 by Adopting a Mitigated Negative Declaration prepared for Tentative Subdivision Map (TSM) 23-02, West Railroad Village Subdivision and approving a Development Agreement between the City of Yuba City and Junior S. Thiara, an individual, for the West Railroad Village Subdivision (TSM 23-02), on 4.8 acres located on the west side of Railroad Avenue approximately 200 feet south of the intersection of Railroad Avenue and Bogue Road. Assessor's Parcel Number 55-240-002, by title only, and waive the second reading

Fiscal Impact: Costs for processing land use entitlements are offset by the project applicant through the payment of application fees.

Purpose:

To adopt an Uncodified Ordinance and approving a Development Agreement for the West Railroad Subdivision (TSM) 23-02 and the associated Mitigated Negative Declaration.

Council's Strategic Goal:

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

Background:

The applicant, Junior Thiara, filed an application for Tentative Subdivision Map SM 23-02, West Railroad Subdivision.

On January 24, 2024, the Yuba City Planning Commission conducted a Public Hearing, and the Planning Commission voted to:

1. Adopt Resolution PC 24-01 contingently approving TSM 23-02; and
2. Adopt Resolution PC 24-02 recommending approval of Environmental Assessment 23-07 and the associated Development Agreement.

On March 5, 2024, the City Council introduced an Uncodified Ordinance of the City Council of the City of Yuba City approving Environmental Assessment 23-07 by Adopting a Mitigated Negative Declaration prepared for Tentative Subdivision Map (TSM) 23-02, West Railroad Village Subdivision and approving a Development Agreement between the City of Yuba City and Junior S. Thiara, an individual, for the West Railroad Village Subdivision (TSM 23-02), on 4.8 acres located on the west side of Railroad Avenue approximately 200 feet south of the intersection of Railroad Avenue and Bogue Road (Assessor's Parcel Number 55-240-002) by title only and waived the first reading.

Analysis:

Tentative Subdivision Map (TSM) 23-02, West Railroad Village, divides 4.8-acres into 27 total lots (21 duplex lots and 6 single-family residential lots, for a total of 48 new residences. The site, which is currently developed with an orchard, is located within the approved Bogue-Steward Master Plan (BSMP) area. The subdivision will be served by an internal road system that will access Railroad Avenue and is designed to connect with property to the south when it urbanizes at some point in the future to provide additional connectivity.

Variations to the BSMP Residential Development Standards

The BSMP detailed development standards for all types of uses ensure consistent quality and predictable framework for residential development. The Plan includes a provision for the Development Services Director to make minor modifications to the standards as long as the resulting neighborhood is in substantial conformance with the overall intent of the ordinance. The applicant proposes to make several minor lot modifications to the BSMP residential development standards as follows:

Proposed Revised BSMP R-2 Zoning Development Standards				
	Lots under 2,999 square feet		Lots 3,000 square feet or greater	
	Existing	Proposed	Existing	Proposed
Minimum front yard	12 feet	15 feet	No change	
Interior side yard	3 feet	5 feet w/exceptions for fireplace, media center	5 feet	5 feet w/exceptions for fireplace, media center
Street side yard (corner lots)	10 feet but 18.5 feet for garage driveway	10 feet but 18.5 feet for garage driveway	10 feet but 18.5 feet for garage driveway	10 feet but 18.5 feet for garage driveway

These changes are considered minor, designed to fit the characteristics of this property, and should not generate any issues for the development of neighboring properties.

Availability of City services:

As this property is within the City limits, all City services will be extended to the property to serve future residents. Infrastructure is not currently in place for development to commence immediately. It is hoped that with the revisions made to the Newkom Ranch Development Agreement that were recently approved by the City Council, this will facilitate bringing needed infrastructure to allow development to commence. A full detail of the work necessary to allow development to commence can be found in the Planning Commission staff report included as an attachment to this report.

Development Agreement

The proposed Development Agreement that accompanies this subdivision is beneficial to both the developer and the City. The agreement provides the developer with an approved tentative subdivision map that has 10 years to allow infrastructure to be extended to allow development and the 10-year term may be extended upon mutual consent of both parties.

For the City the Development Agreement's public benefit is the developer will pay an additional neighborhood park development impact fee in the amount of \$2,300 per multiple-family residence and \$3,200 per single-family residence. This is in addition to the standard Park and Recreation development impact fee. This fee is subject to increase, due to inflation, and will allow the City to provide more neighborhood parks throughout the City than would otherwise not be available.

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 comments from other responsible and affected agencies and interested organizations.

Environmental Assessment 23-07 was prepared for this project with reliance on the previously adopted environmental impact report prepared for the BSMP. The list of identified mitigation measures relevant to this project were taken from the BSMP EIR, staff has determined there is no evidence in the record the project will generate any new significant effects on the environment not previously discussed and analyzed in the BSMP EIR and recommends adoption of a mitigated negative declaration for the proposed development agreement. The findings of the mitigated negative declaration are that, with the relevant mitigations adopted from the BSMP EIR for Air Quality, Biological Resources, Cultural Resources, Greenhouse Gases, Hazards and Hazardous Materials, Noise, Transportation/Traffic, Tribal Cultural Resources, and Utilities and Services, the proposed subdivision and development agreement will not create new significant impacts to the neighborhood or vicinity that were not previously addressed in the BSMP EIR. As a result, the filing of a mitigated negative declaration is appropriate in accordance with the provisions of CEQA.

A complete copy of Environmental Assessment 23-07 can be accessed on the City website at: <https://www.yubacity.net/cms/One.aspx?portalId=239258&pageId=18737559&action=view>

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 West Railroad Village Subdivision.
2. Provide staff with alternate direction.

Recommendations:

Adopt an Uncodified Ordinance of the City Council of the City of Yuba City approving Environmental Assessment 23-07 by Adopting a Mitigated Negative Declaration prepared for Tentative Subdivision Map (TSM) 23-02, West Railroad Village Subdivision and approving a Development Agreement between the City of Yuba City and Junior S. Thiara, an individual, for the West Railroad Village Subdivision (TSM 23-02), on 4.8 acres located on the west side of Railroad Avenue approximately 200 feet south of the intersection of Railroad Avenue and Bogue Road. Assessor's Parcel Number 55-240-

002 and waive the second reading.

Attachments:

1. Uncodified City Council Ordinance

Prepared By:

Doug Libby, AICP
Deputy Development Services Director

Submitted By:

Diana Langley
City Manager

ATTACHMENT 1

ORDINANCE NO. _____

AN UNCODIFIED ORDINANCE OF THE CITY OF YUBA CITY APPROVING A DEVELOPMENT AGREEMENT FOR THE WEST RAILROAD VILLAGE TENTATIVE SUBDIVISION MAP (TSM 23-02) BETWEEN THE CITY OF YUBA CITY AND JUNIOR S. THIARA, AN INDIVIDUAL, TO DEVELOP 27 LOTS ON 4.8-ACRES LOCATED ON THE WEST SIDE OF RAILROAD AVENUE APPROXIMATELY 200 FEET SOUTH OF BOGUE ROAD; ASSESSORS PARCEL NUMBER 055-240-002

WHEREAS, Government Code Section 65864 et seq. 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, 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, the City received an application from Junior S. Thiara for TSM 23-02 to divide approximately 4.8 acres into 21 duplex lots and six single-family residential lots which would be at a density of approximately 10 residences per acre, and an associated Development Agreement (collectively "Project"). All of the new residential lots 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 23-07 which was prepared for TSM 23-02 and this Development Agreement, resulting in a determination of 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 Bogue-Stewart Master Plan (BSMP), will not generate any new significant environmental impacts not previously considered and analyzed in the BSMP EIR; and

WHEREAS, a review of the General Plan, BSMP, and Zoning Regulations determined that the proposed subdivision and development agreement are consistent with all General Plan Elements and meets all policies and programs established by the BSMP and the Zoning Regulations; and

WHEREAS, on January 24, 2024, the Planning Commission conducted a duly noticed public hearing and considered Environmental Assessment (EA) 23-07 considering a Mitigated Negative Declaration (MND) prepared for the project, which provides mitigations that reduce potentially significant impacts to a less than significant level on TSM 23-02 and the Development Agreement. All interested parties were given an opportunity to be heard and present evidence regarding the proposed project, including the development agreement; and

WHEREAS, after deliberation and consideration of all relevant items, the Planning Commission adopted Resolution No. PC 24-01, approving TSM 23-02 contingent upon the City

Council adopting an uncodified ordinance approving the Development Agreement. Additionally, the Planning Commission adopted Resolution No. PC 24-02, recommending approval of a development agreement between Junior S. Thiara, an individual, and the City of Yuba City. Additionally, the Planning Commission recommended 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.

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. CEQA Finding. The City Council finds and determines, that there is no substantial evidence in the record that TSM 23-02 and the associated Development Agreement may have a significant effect on the environment beyond what was considered and analyzed in the Bogue-Stewart Master Plan (BSMP) EIR as identified by the MND prepared in Environmental Assessment 23-07. The City Council finds and determines that an environmental assessment/initial study was prepared for this Project in accordance with the requirements of the California Environmental Quality Act (CEQA) Guidelines and reflects the City Council's independent judgment and analysis. The process included the distribution of requests for comments from other responsible or affected agencies and interested organizations. Preparation of Environmental Assessment 23-07 necessitated a thorough review of the proposed Project and relevant environmental issues and considered the previously prepared BSMP EIR. While the proposed Project could have a potentially significant effect on the environment, based on its independent judgment 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 beyond those determined in the EIR prepared for the BSMP. The Project-specific mitigation measures included in the Project to avoid potentially significant effects are set forth in the 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 beyond those which were identified and analyzed in the BSMP EIR.
3. Adoption of the Mitigated Negative Declaration 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 beyond those identified and analyzed in the BSMP EIR. 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 West Railroad Village 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 21 duplex lots and six single-family residential lots is consistent with the land use pattern adopted as part of the BSMP. The Project's overall density of approximately 10 residences per acre is consistent with the General Plan Land Use Element and BSMP that provides for a density range of 6-14 dwellings per acre for the Medium-Density Residential (MDR) land use designation. Consistent with the General Plan and BSMP policies, this development will pay development impact fees to contribute to the City's Park system. The proposed Project is consistent with the intent of the BSMP, and 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 MDR designated land. The Project is conditioned to meet all City development and improvement standards including water, wastewater, stormwater drainage systems, street cross-sections, streetscape landscaping, and park facilities or applicable in-lieu fees. The proposed Project will be subject to compliance with BSMP R-2 development standards.

Overall, the Project proposed by the Development Agreement represents a productive use of site that will be compatible with surrounding anticipated 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 required by California Government Code Section 66473.7 (a) (1) was prepared as part of the BSMP EIR and determined that between the use of water withdrawn from the Feather River and city operated wells, there will be a need for additional City water well(s) for which a mitigation measure is applied that requires all BSMP development to pay a fair-share towards the well's cost. With implementation of that mitigation measure there will be an adequate long term water supply.

5. Approval of Development Agreement. For the foregoing reasons and based on the information contained in the Planning Commission and City Council staff reports, supporting documentation, minutes and other records of proceedings, all of which are incorporated herein by this reference, the City Council hereby adopts this ordinance and approves the proposed Development Agreement which is attached hereto as Exhibit "A" and incorporated herein by this reference.

6. Severability. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions thereof may be declared invalid or unconstitutional.
7. Publication. The City Clerk shall certify to the adoption of this Ordinance and cause it to be published, in accordance with Government Code Section 36933, or as otherwise required by law.
8. Effective Date. This ordinance shall take effect and be in full force and effect from and after thirty (30) days after its final passage and adoption.

I HEREBY CERTIFY that the foregoing Ordinance was introduced by the City Council after waiving reading, except by Title, at a regular meeting thereof held on the 5th day of March 2024, and adopted the Ordinance after the second reading at a regular meeting held on the day of March 19, 2024, by the following roll call vote:

Ayes:

Noes:

Absent:

Recused:

Shon Harris, Mayor

ATTEST:

Ciara Wakefield, City Clerk Administrator

APPROVED AS TO FORM:

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

Exhibit A: Development Agreement

I, _____, City Clerk of the City of Yuba City, California, DO
HEREBY CERTIFY that the foregoing is a true and accurate copy of the Ordinance passed and
adopted by the City Council of the City of Yuba City on the date and by the vote indicated
herein.

EXHIBIT A

**A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF YUBA CITY AND
JUNIOR S. THIARA, AN INDIVIDUAL, RELATIVE TO THE DEVELOPMENT KNOWN AS THE
WEST RAILROAD VILLAGE SUBDIVISION, TSM 23-02**

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

JUNIOR S. THIARA
An Individual

and

CITY OF YUBA CITY
A General Law City

(West Railroad Village Development Agreement)

DEVELOPMENT AGREEMENT

by and between

JUNIOR S. THIARA

An Individual

and

CITY OF YUBA CITY,

A General Law City

(West Railroad Village Development Agreement)

THIS DEVELOPMENT AGREEMENT dated _____, 2024 (Effective Date), at Yuba City, California (hereinafter referred to as "Agreement"), is entered into by and between Junior S Thiara, a married man, as his sole and separate property (hereinafter referred to as "West Railroad Village 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 through 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 Junior S. Thiara, a married man, as his sole and separate property.

D. Property. The subject of this Agreement is the development of that certain property commonly known as West Railroad Village, consisting of approximately 15.84 acres located in the County of Sutter, as described in Exhibit A-1 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. Bogue Stewart Master Plan herein after referred to as ("BSMP"). The Property is located within the area that is part of the Bogue Stewart Master Plan.

F. Project. The development of the Property is in accordance with the City's General Plan, as amended, and the Development Approvals shall be 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. 2024010060) prepared pursuant to the California Environmental Quality Act (CEQA). The City Council reviewed and certified 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 West Railroad Village 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 West Railroad Village pursuant to the proposed Tentative Subdivision Map 2023-002 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 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 2023-002 (approvals may occur after adoption of the Development Agreement).
- Environmental Assessment 2023-07 (Certification 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 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's 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. The 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 through 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 Planned Development, 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 ten (10) years thereafter; provided, however, that the initial term may be extended, upon Developer's application therefore and upon the mutual agreement of both parties, by an amendment to this Agreement and after approval by the City Council after first receiving a recommendation by the Planning Commission.

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 The City has adopted certain approvals in connection with the Property, including the adoption of the Bogue Stewart Master Plan, the tentative map and Certification of the EIR (SCH #2017012009) for the Bogue Stewart Master Plan. To the extent the provisions of this Agreement conflicts with the General Plan and Bogue-Stewart Master Plan, those plans shall take precedence.

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, 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 Park and Recreation Development Impact Fee to cover development of neighborhood park per Section 4.2.5 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 Bogue-Stewart Master Plan 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 For purposes of this Agreement, "area wide" shall cover not only the Property, but also at least all parcels zoned and/or developed in a manner similar to the Property and located in the combined area of the Master Plan. 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 lands non-developed portion of the property.

4. Developer Obligations

4.1 Public Improvements: Developer shall be responsible for constructing and financing the public infrastructure improvements necessary to serve the Project and as provided in this Agreement and the Development Approvals including the BSMP Public Facilities Financing Plan. 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 Project conditions of approval, the BSMP, 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 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 and the BSMP. 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.

4.2.3 Sewer. Developer shall construct sewer lines consistent with the BSMP and Project conditions of approval of the tentative map 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.

4.2.4 Water. Developer shall construct water line improvements consistent with the BSMP 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.

4.2.5 Neighborhood Park Impact Fee. Developer shall pay to City a supplement to the Park and Recreation Development Impact Fee to cover development of neighborhood parks in the amount of \$3,200 per single-family residential unit and \$2,300 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 3.4.7 of this Agreement. This fee is subject to inflation utilizing the

Engineering News and Record Construction Index beginning January 2020. This fee 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. The Project shall then be required to pay the comprehensive Park and Recreation Development Impact fee. 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

4.3 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, 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 Agreement, which shall specify the reimbursement calculations and amounts as determined by the City. The Reimbursement 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 twenty (20) 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 twenty (20) 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 Agreement on behalf of the City subject to approval as to legal form by the City Attorney.

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 Support 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 and shall reimburse the City for any processing under Section 6. 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.

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 West Railroad Village 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
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With a copy to:	City Manager
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City of Yuba City
1201 Civic Center Blvd.
Yuba City, CA 95993

Landowners:

Junior S. Thiara
P.O. Box 3546
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 immediately defend, with counsel of City's choosing, 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 West Railroad Village 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 West Railroad Village 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

\$1,000,000 per occurrence for bodily injury and property damage, \$1,000,000 per occurrence for personal injury, \$1,000,000 general aggregate and \$1,000,000 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 \$1,000,000 per accident for bodily injury and property damage.

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

20.4 Employers Liability. 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, \$1,000,000 aggregate for products and completed operations and \$1,000,000 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 therefore 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 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, and Subsection 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: West Railroad Village 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"

Junior S. Thiara,
an Individual

By: _____

Shon Harris, Mayor

By: _____

Junior S. Thiara

Date: _____

Date: _____

Attest:

City Clerk

Approved as to Form:

Shannon Chaffin, City Attorney

Attachments:

A-1 Property Legal Description

A-2 West Railroad Village Subdivision Map

EXHIBIT A-1

PROPERTY LEGAL DESCRIPTION

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

PARCEL 1, AS SHOWN ON PARCEL MAP NO. 1011, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SUTTER COUNTY, CALIFORNIA, ON SEPTEMBER 5, 2002, IN BOOK 6 OF PARCEL MAPS, PAGE 91

PARCEL ONE (APN 055-240-002-000):

WEST RAILROAD VILLAGE – TENTATIVE SUBDIVISION MAP



CITY OF YUBA CITY
STAFF REPORT

Date: March 19, 2024
To: Honorable Mayor & Members of the City Council;
From: Public Works
Presentation By: Ben Moody, Public Works & Development Services Director

Summary

Subject: Harter Marketplace – Improvement Agreement and Final Map Approval
Recommendation: Adopt a Resolution approving the execution of an Improvement Agreement with Harter Packing Group, LLC, a California Limited Liability Company and Dharni Lada Yuba City, LLC, a California Limited Liability Company providing for public improvements associated with the Harter Marketplace Parcel Map, approving the Harter Marketplace Final Map, accepting dedication of rights-of-way and easements shown thereon, and authorizing the filing of the map. [Development is located on the west side of Harter Parkway and north of State Route 20]
Fiscal Impact: Costs and reimbursements in accordance with proposed Improvement Agreement

Purpose:

To approve the necessary agreement and final subdivision map that specify the terms for the Harter Marketplace development.

Council's Strategic Goal:

This supports multiple Council strategic goals as the development provides for public safety and new infrastructure in a fiscally responsible and business friendly manner.

Background:

On April 28, 2021, the Planning Commission approved Tentative Map PM 19-03, Harter Marketplace, to subdivide 13.12 acres into 12 commercial parcels, with a Designated Remainder of 6.64 acres, all of which is located on the west side of Harter Parkway and north of State Route 20 (Attachment 2). The proposed lot sizes range from 25,265 square feet to 73,133 square feet.

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

Analysis:

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

- Tentative Map – The applicant submits a tentative map to the Development Services Department, which is then routed to all City Departments and other agencies for review, comment, and establishment of the Conditions of Approval. Upon preparation of the Conditions of Approval and the environmental document, the map is taken to the Planning Commission for approval. The tentative map for the subject project was approved by the Planning Commission on April 28, 2021.
- Final Map – Upon approval of the tentative map, the applicant submits a Final Map package which includes the Final Map and public improvement plans. If the applicant chooses to file the map prior to the construction of the public improvements, the City requires the execution of an Improvement Agreement guaranteeing that the improvements will be constructed through the collection of security, such as bonds or a letter of credit.
- Council Approval – Once it is determined that the Final Map is correct and the Conditions of Approval have been met, the map is taken to the City Council for consideration and approval.
- Recordation of the Final Map – Upon Council approval, the City Clerk certifies the action on the map, and it is submitted to the Sutter County Recorder for recordation.

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

With the recordation of the Final Map, the determined right-of-way and utility easements will be dedicated to the City. Road dedications include Currant Drive and Harter Marketplace Way.

Fiscal Impact:

Costs and reimbursements for the public improvements are specified in the proposed Agreement. Exhibit B of the Agreement identifies the fees owed by the Developer to the City at the time of execution of the Agreement. Those fees include plan check and inspection totaling \$89,382.41. Fees that have already been paid were paid on Building Permit BLD22-00112. Fee credits are as outlined in Exhibit C of the Improvement Agreement.

Alternatives:

Delay or modify the recommended actions of approving an Improvement Agreement or Final Map for Harter Marketplace.

Recommendation:

Adopt a Resolution approving the execution of an Improvement Agreement with Harter Packing Group, LLC, a California Limited Liability Company and Dharni Lada Yuba City, LLC, a California Limited Liability Company providing for public improvements associated with the Harter Marketplace Parcel Map, approving the Harter Marketplace Final Map, accepting dedication of rights-of-way and easements shown thereon, and authorizing the filing of the map. [Development is located on the west side of Harter Parkway and north of State Route 20.]

Attachments:

1. Resolution approving Improvement Agreement, Final Map, Accepting for Dedication the Public Right-of-Way and Utility Easements, and A
2. Location Map

Prepared By:

Kevin Bradford
Deputy P.W. Director – Engineering

Submitted By:

Diana Langley
City Manager

ATTACHMENT “1”

WHEN RECORDED MAIL TO:

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

NO FEE-Government Code §6103

RESOLUTION NO. _____

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
APPROVING AN IMPROVEMENT AGREEMENT WITH HARTER PACKING GROUP, LLC, A
CALIFORNIA LIMITED LIABILITY COMPANY AND DHARNI LADA YUBA CITY, LLC, A
CALIFORNIA LIMITED LIABILITY COMPANY PROVIDING FOR PUBLIC IMPROVEMENTS
ASSOCIATED WITH THE HARTER MARKETPLACE PARCEL MAP, APPROVING THE
HARTER MARKETPLACE FINAL MAP SUBDIVIDING LAND INTO 12 PARCELS TO
CONSTRUCT A COMMERCIAL DEVELOPMENT, ACCEPTING FOR DEDICATION THE
PUBLIC RIGHT-OF-WAY AND UTILITY EASEMENTS SHOWN THEREON, AND
AUTHORIZING THE FILING OF THE MAP.**

WHEREAS, Harter Packing Group, LLC, a California Limited Liability Company and Dharni Lada Yuba City, LLC, a California Limited Liability Company ("Developer") owns certain property as identified on Exhibit "B" and has offered for approval a Final Map designated as "Harter Marketplace" ("final map"), pursuant to approved Tentative Map for Harter Marketplace ("tentative map"); and

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

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

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

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

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

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

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

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

WHEREAS, the City Council now desires to approve the Improvement Agreement with Developer, approve the final map, accept all dedications thereunder, and authorizes the filing of the map.

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

1. Improvement Agreement: The City Council approves the Improvement Agreement with Harter Packing Group, LLC, a California Limited Liability Company and Dharni Lada Yuba City, LLC, a California Limited Liability Company, attached hereto as Exhibit "A," and authorizes the City Manager or designee to execute the same on behalf of the City of Yuba City.

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

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

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

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 19th day of March, 2024.

AYES:

NOES:

ABSENT:

Shon Harris, Mayor

ATTEST:

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY:

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

Exhibit "A" – Improvement Agreement

Exhibit "B" – Final Map (Harter Marketplace, City of Yuba City)

EXHIBIT “A”

Improvement Agreement
Final Map of Harter Marketplace
Phase 1 and Phase 2
Page 1

WHEN RECORDED MAIL TO:

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

NO FEE-Government Code §6103

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

**IMPROVEMENT AGREEMENT
FINAL MAP OF HARTER MARKETPLACE
Phase 1 and Phase 2
(Regarding Tentative Map No. 19-03, Harter Marketplace)**

THIS AGREEMENT is made this _____ day of _____ 2024, by and between the **City of Yuba City**, a general law city, hereinafter referred to as "City"; and Harter Packing Company, LLC, a California Limited Liability Company, hereinafter referred to as "Harter" and Dharni Lada Yuba City, LLC, a California Limited Liability Company, hereinafter referred to as "Dharni." Harter and Dharni are hereinafter collectively referred to as "Subdividers" without regard for number or gender. This Agreement is effective the date first appearing on the Clerk's Attestation and signature for the City of Yuba City.

RECITALS

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

Lots 1 through 8, inclusive, of the Final Map of Harter Marketplace Parcel Map (Phase 1) according to the map thereof recorded on _____, 20____ in Book _____ of Parcel Maps at Page(s) _____, Sutter County Records; *and*

Lots 1 through 4, inclusive, of the Final Map of Harter Marketplace Parcel Map (Phase 2) according to the map thereof recorded on _____, 20____ in Book _____ of Parcel Maps at Page(s) _____, Sutter County Records

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

C. Section 8-2.809 of the Yuba City Municipal Code ("City Code") requires Subdividers to enter into this Agreement with City whereby Subdividers agree to do, perform and complete the work and matters required as Conditions of Approval for Tentative Map No. 19-03 dated April 28, 2021 issued by City and any amendments thereto, hereinafter referred to as "Conditions of Approval", within the time hereinafter specified.

D. Subdividers desire to construct the improvements and develop the Subject Property.

E. Subdividers hereby warrant that any and all parties having record title interest in

the Final Maps which may ripen into a fee have subordinated to this instrument and all such instruments of subordination, if any, are attached hereto and made a part of this instrument.

AGREEMENT

In consideration of the acceptance of the offers of dedication of the streets, highways, public ways, easements and facilities as shown and delineated on the Final Maps, and in consideration of finding of substantial compliance with said Tentative Map, it is mutually agreed and understood by and between Subdividers and City, and Subdividers and City do hereby mutually agree as follows:

1. The Subject Property is subject to the following:
 - a. Time for Performance. The work and improvements required by the Conditions of Approval shall be performed on or before **24 months** of the effective date of this Agreement, except as otherwise specifically set forth in this Agreement. If Subdividers fail to complete such work within such period, City may (but is not required to) complete the same and recover the full cost and expense thereof from Subdividers.
 - b. Conditions of Approval. The Subject Property shall comply with all Conditions of Approval required by Planning Commission Resolution No. PC 21-11, dated April 28, 2021 attached as Exhibit A and incorporated by reference.
 - c. Unforeseen Delays and Extension Process. When a delay occurs due to unforeseen causes beyond the control and without the fault or negligence of Subdividers, the time of completion may be extended for a period justified by the effect of such delay on the completion of the work. As a prerequisite for obtaining an extension, Subdividers must file a written request for a time extension with the City's Public Works Director within 24 months of the effective date of this Agreement. The written request should set forth the facts and unforeseen causes giving rise to the delay, and must be accompanied by an updated Cost Estimate approved by the City Engineer. Subdividers must also pay an extension fee, if any, established by the most recent City Fee Schedule ("Fee Schedule") based upon the higher of the initial or revised estimated total improvement cost for the Final Maps. The Public Works Director, in said Director's sole and exclusive discretion, may grant an extension of time for completion of improvements by Subdividers. The Public Works Director may also re-assess Performance Security, Payment Security and any other improvement security to increase the amount based upon the updated Cost Estimate

and pursuant to the types and percentage amounts set forth in Paragraph 5 of this Agreement. The Public Works Director shall give Subdividers written notice of the Director's determination in writing, including any additional Performance Security, Payment Security or other improvement security amounts. The Director's determination shall be final and conclusive. No extension of this Agreement shall be valid unless Subdividers shall provide City any additional improvement security within 20 business days after written notice of the Director's determination. If no extension of time is granted, City shall refund the extension fee, less the cost of any staff time for processing the application, paid by Subdividers at the time of submittal of the request for extension.

2. Scope of Improvements. Subdividers agree to construct and install, at Subdividers' sole cost and expense, all of the streets, sidewalks, curbs, gutters, storm drainage facilities, water distribution facilities, sewer collection facilities, street lighting facilities, fire hydrants, landscaping and irrigation, and all other work and improvements depicted or required on the Improvement Plans for the Construction on Harter Marketplace (City Drawing No. 5549-D), as approved by the City Engineer, and any approved amendments thereto, any Conditions of Approval required by Planning Commission Resolution No. PC 21-11, dated April 28, 2021, and in compliance with Chapter 2 of Title 8 of the City Municipal Code and the Subdivision Map Act (hereinafter collectively referred to as "Improvements"), which are incorporated by reference and made a part of this Agreement. Improvements shall be done in accordance with the construction standards contained in the most current edition of the City Standard Specifications and Details and, to the extent not addressed therein, in accordance with the State of California Department of Transportation Standard Plans and Specifications as amended by special provisions approved by the City Engineer.

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

4. Estimated Reimbursements for Certain Improvements. City shall pay to Harter or Dharni, respectively, and only as agreed upon by Subdividers, those amounts, if any, shown in Exhibit C, which is incorporated by reference, at such time and only at such time as City has accepted those Improvements. Exhibit C represents City's participation and contribution to the

Improvements which City recognizes will ultimately inure to the overall benefit of City, both in connection with the subject development and in connection with future developments. In connection with the amounts set forth in Exhibit C, City has made its best faith efforts at predicting the amounts to be credited as reimbursements for Improvements that will benefit other properties as contemplated by City Code Section 8-2.1501. The parties acknowledge since the subject Improvements have not been completed at the time of execution of this Agreement, the actual cost of construction is not yet known. Some degree of reasonable estimation is incorporated into the calculations, including the amount of fee credits, if any. Subdividers agree these figures represent City's best estimates only and they are subject to fluctuation following calculation of actual construction costs after improvement completion and acceptance. Calculations of costs are also based on information submitted by Subdividers to City. Payment of fees and any reimbursements shall be made at the rates and amounts established by the City Code, including pertinent provisions contained in City's Fee Schedule.

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

6. Inspections. City shall inspect all Improvements. All Improvements and materials

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

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

a. Performance Security. The total amount shall equal 100% of the final Engineer's Estimate of Probable Cost of Remaining Items of Work, as approved by the City Engineer, to be conditioned upon the faithful performance of this Agreement. Performance Security shall be in the amount of \$722,000.00 and in the form of a bond naming the City of Yuba City as obligee, or a certificate of deposit made payable only to the City of Yuba City, or cash.

b. Payment Security. The total amount shall equal 100% of the final Engineer's Estimate of Probable Cost of Remaining Items of Work, except if such securities is in the form of a cash deposit or deposit or instrument of credit, the amount shall be equal to 50% of the total estimated cost of the improvements, as approved by the City Engineer, to secure payment to all contractors and subcontractors performing work on said improvements and all persons furnishing labor, materials or equipment to them for said improvements. Payment Security shall be in the amount of \$722,000.00 and in the form of a bond naming the City of Yuba City as obligee, or in the amount of \$386,000.00 in the form of a certificate of deposit made payable only to the City of Yuba City, or cash.

8. Damage Prior to Final Acceptance. Any damage to the work or Improvements

constructed pursuant to this Agreement occurring after installation shall be made good to the satisfaction of the City Engineer by Subdividers before any securities are released or the final acceptance of the completed work.

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

10. Warranty Security. To ensure Subdivider complies with its obligations set forth in paragraph 7, on acceptance of the required work by the City Engineer, a maintenance bond serving as warranty security shall be furnished to the City in the minimum amount of \$206,800.00 which represents ten (10) percent of the total Engineer's Estimate of Probable Cost, including portions of improvements already completed. The warranty security shall serve as a guarantee and warranty of the work for a period of one year following acceptance against any defective work, labor or materials. The warranty security shall be released, less any amount required to be used for fulfillment of the warranty, one year after final acceptance of the subdivision Improvements.

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

12. Indemnification. Subdividers shall be obligated as follows:

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

maintenance of the work and Improvements; (v) Subdividers and Subdividers' employees, officers, agents, contractors or subcontractor's failure to provide prevailing wages as may be required by law; or (vi) City's granting, issuing or approving use of this Agreement.

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

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

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

13. Insurance. Throughout the life of this Agreement, Subdividers shall pay for and maintain in full force and effect all policies of insurance described in this Section with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the

State of California and rated not less than "A-VII" in Best's Insurance Rating Guide, or (ii) authorized by City's Risk Manager. The following policies of insurance are required:

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

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

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

d. WORKERS' COMPENSATION insurance as required under the California Labor Code. If the Subdividers do not have any employees on the offsite portion of the project, please sign the attached form of waiver (Exhibit D).

e. EMPLOYERS' LIABILITY with minimum limits of liability of not less than \$1,000,000 each accident, \$1,000,000 disease policy limit and \$1,000,000 disease each employee. If the Subdividers do not have any employees on the offsite portion of the project, then this section is not applicable.

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

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

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

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

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

consultants or anyone employed directly or indirectly by any of them.

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

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

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

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

16. Work by Subdivider. It shall be the responsibility of Subdividers to coordinate all work done by Subdividers' contractors and subcontractors, such as scheduling the sequence of operations and the determination of liability if one operation delays another. In no case shall representatives of City be placed in the position of making decisions that are the responsibility of

Subdividers. It shall further be the responsibility of Subdividers to give the City Engineer written notice not less than two working days in advance of the actual date on which work is to be started. Failure on the part of Subdividers to notify the City Engineer may cause delay for which Subdividers shall be solely responsible.

17. Inspections. Whenever Subdividers vary the period during which work is carried on each day, Subdividers shall give due notice to the City Engineer so that proper inspection may be provided. If Subdividers fail to duly notify City as herein required, any work done in the absence of the City Engineer will be subject to rejection. Inspection of the Improvements by City shall not relieve Subdividers of any obligation to fulfill the Agreement as prescribed. Defective work shall be made good, and unsuitable materials may be rejected, notwithstanding the fact that such defective work and unsuitable materials have been previously overlooked by the City Engineer or City Inspector and accepted.

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

19. Compliance with Conditions of Approval; Easements. In addition to the Covenants affecting land development, if any, Subdividers shall comply with all Conditions of Approval set forth in the Conditions of Approval for Tentative Map No. 19-03 dated April 28, 2021, and any amendments thereto, not already fully completed or performed as of the date of the approval of the Final Maps and which are not otherwise set forth in this Agreement. Compliance shall include, but is not limited to, any condition to convey to a specific party a fee interest or easement in any parcels in the Subject Property upon Subdividers' completion of all required improvements to said parcels. Subdividers' compliance with such conditions shall be completed within a reasonable time as determined by City, in City's sole discretion, commencing upon the City Engineer sending written notice to Subdividers of the outstanding condition and time in which Subdividers are required to comply, and Subdividers shall timely comply.

20. Compliance with Law. In performing obligations set forth in this Agreement, Subdividers shall comply with all applicable laws, ordinances, codes, regulations, and rules of all local, state and federal governmental agencies having jurisdiction including, without limitation, applicable federal and state labor standards and environmental laws and regulations. It shall be the sole responsibility of Subdividers to determine whether to pay prevailing wages for any or all

work required by this Agreement. As a material part of this Agreement, Subdividers agree to assume all risk of liability arising from any decision not to pay prevailing wages for work required by this Agreement. Subdividers shall indemnify, defend, and hold harmless City and its officials and employees against any failure to comply with such laws, ordinances, codes, regulations, and rules. Subdividers shall comply with the codes or ordinances of City including the City Code and Building Codes.

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

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

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

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

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

provision herein shall not be deemed to be a waiver of any other provision herein.

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

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

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

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

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

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

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

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

release with the Sutter County Recorder.

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

35. Joint and Several. Harter and Dharni each hereby agree to be jointly and severally liable for any and all debts, liabilities, and obligations arising from or relating to the performance of this Agreement.

36. Acknowledgement of Content. Each party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by written instrument duly authorized and executed by both City and Subdivider.

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

CITY OF YUBA CITY,
a General Law City

By: _____
Diana Langley, City Manager

ATTEST

By: _____
Ciara Wakefield, Deputy City Clerk

Dated: _____

APPROVED AS TO FORM:

By: _____
Shannon L. Chaffin,
City Attorney

SUBDIVIDER

Harter Packing Company, LLC, A California Limited Liability Company

LOMO COLD STORAGE, a California Limited Liability Company, as Member

By: _____
Justin Micheli, II
Its: Manager

Dated: _____

RICHLAND RANCHES, LTD, OF CALIFORNIA, a California Corporation, as Member

By: _____
Karmdeep S. Bains
Its: President

Dated: _____

SUTTER LAND PROPERTIES, LLC, a California Limited Liability Company, as Member

By: _____
Surjit S. Tut
Its: Manager

Dated: _____

Dharni Lada Yuba City, LLC, A California Limited Liability Company

By: _____

Name:

Title:

Dated: _____

**(Attach Notary Acknowledgments)*

Attachments:

- Exhibit A: Planning Commission Resolution No. PC 21-11 – Conditions of Approval
- Exhibit B: Impact Fees and Other Fees Due Payable by Subdivider
- Exhibit C: Fee Credits and Reimbursements Payable by City
- Exhibit D: Workers’ Compensation Insurance Exemption Form

EXHIBIT A

**PLANNING COMMISSION RESOLUTION NO. PC 21-11
CONDITIONS OF APPROVAL**

PLANNING COMMISSION RESOLUTION NO. PC21-11

**RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF YUBA CITY
CONTINGENTLY APPROVING THE HARTER MARKETPLACE (TENTATIVE
PARCEL MAP (TPM) 19-03) LOCATED ON THE WEST SIDE OF THE HARTER
SPECIFIC PLAN AREA, NORTH OF STATE ROUTE 20, ASSESSORS PARCEL
NUMBERS 62-310-011 AND 62-310-012.**

WHEREAS, the City of Yuba City Council approved the Harter Specific Plan on October 26, 2004, which provided for mixed-use commercial, residential, office and open space uses on approximately 180 acres located north of State Highway 20 and along the east and west sides of Harter Parkway; and

WHEREAS, in 2019 Harter Packing Company, LLC, ("Developer") submitted a tentative parcel map (Harter Marketplace TPM 19-03, or "TPM 19-03") to subdivide the approximately 19.36 acres for Commercial development, providing for 22 individual Commercial lots in the Southwest corner of the Harter Specific Plan area APN (62-310-011 and 62-310-012) ("Property"); and

WHEREAS, the Developer has also submitted applications for Addendum EA 19-01, General Plan Amendment No. 19-01, Specific Plan Amendment No. 19-01, Rezoning 19-01, and the Second Amendment to Development Agreement, as well as proposals to subdivide other portions of the Harter Specific Plan area; and

WHEREAS, pursuant to the authority and criteria contained in the California Environmental Quality Act of 1970 ("CEQA"), the City, as the Lead Agency, has analyzed the proposed Project and has prepared an Addendum to the Harter Specific Plan and Yuba City Marketplace Environmental Impact Report (SCH #2002042058) ("Addendum") as proposed by the environmental assessment (EA 19-01) for the Project; and

WHEREAS, the City of Yuba City on April 16, 2021, published a legal notice in compliance with State law concerning Planning Commission consideration of TPM 19-03 in the Appeal-Democrat, a local newspaper of general circulation, which included the date and time of the Planning Commission consideration of a recommendation for the approval of the TPM. In addition, on or prior to April 16, 2021, a public hearing notice was mailed to each property owner within at least 300 feet of the project site, as well as to all property owners within the Harter Specific Plan area, indicating the date and time of the public hearing regarding the proposed Project (including the TPM) in accordance with State law; and

WHEREAS, the Planning Commission held a duly noticed public hearing on April 28, 2021, at the City Council Chambers located at 1201 Civic Center Boulevard on Addendum EA 19-01, General Plan Amendment No. 19-01, Specific Plan Amendment No. 19-01, Rezoning 19-01, and the Second Amendment to Development Agreement, and at the meeting considered all of the project and environmental information recommended to the City Council certification of the EIR, and approval of the Harter Specific Plan, GPA and Rezoning; and

WHEREAS, on April 28, 2021, at the conclusion of the hearing the Planning Commission recommended the City Council approve Addendum EA 19-01, General Plan Amendment No. 19-01, Specific Plan Amendment No. 19-01, Rezoning 19-01, and the Second Amendment to Development Agreement; and

WHEREAS, immediately following the conclusion of the hearing on those matters, the Planning Commission conducted a duly noticed public hearing on the Harter Marketplace TPM 19-03, at which time it received input from City Staff, the City Attorney's office, and the Developer; public comment portion was opened, and public testimony and evidence, both written and oral, was considered by the Planning Commission of the City of Yuba City, after which public testimony was closed; and

WHEREAS, to accommodate the Developer's request to consider the TPM in conjunction with the approval of the other entitlements noted above, Planning Commission now to desires to contingently approve TPM 19-03 such that no decision of approval of TPM 19-03 becomes final and effective until immediately after the City Council certifies the Addendum to the Environmental Impact Report (SCH #2002042058) for the Harter Project, and approves Addendum EA 19-01, General Plan Amendment No. 19-01, Specific Plan Amendment No. 19-01, Rezoning 19-01, and the Second Amendment to Development Agreement; and if no such approval occurs within 180 days of the adoption of this Resolution, then the Planning Commission intends that TPM 19-03 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 of the City of Yuba City resolves and orders as follows:

1. Recitals. The Planning Commission hereby finds that all of the facts set forth in the recitals above are true and correct and incorporated herein.
2. CEQA. Pursuant to the authority and criteria contained in the California Environmental Quality Act (CEQA) of 1970, the City, as the Lead Agency, has analyzed the proposed project, including TPM 19-03, and has prepared an Addendum to the EIR as described above to evaluate the environmental effects of the Project, including development of the proposed tentative map area. The Planning Commission has fully considered the Addendum, and has concurrently recommended it for approval by the City Council. The Planning Commission finds that TPM 19-03 is consistent with, and has been fully assessed by, the Addendum, and that TPM 19-03 is an entitlement specifically anticipated for the proposed Project in the Addendum, and are consistent with the purpose and intent of the EIR as described in the Addendum. As such, TPM 19-03 has been fully environmentally assessed, and no further assessment is required by CEQA.
3. Subdivision Findings: The Planning Commission determines that 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, or that findings regarding flood protection cannot be made. To the contrary, the Planning Commission finds as follows:
 - a. The proposed tentative map is consistent with the applicable general plan and specific plan.

Support. There is no evidence that the proposed division is inconsistent with either the General Plan or the Harter Specific Plan. To the contrary, the amended Harter Specific Plan implements the goals and policies of the City's General Plan. It establishes the land use designations, planning principles and project objectives and design guidelines for the

plan area consistent with the General Plan as amended. The boundaries of these parcels match the boundaries of the Specific Plan as well as the General Plan, which are the only plans applicable to this Project. Additionally, proposed master lots 1-3 on 19.36 acres are designated in the General Plan as Commercial. There are 22 lots subsequently planned for Commercial development.

The division is consistent with both the General Plan and Harter Specific Plan as amended.

The Planning Commission has reviewed the analysis and all evidence presented in this matter, and determines that proposed TPM 19-03 is consistent with Specific Plan Amendment 19-01, has also found the Specific Plan Amendment is consistent with the General Plan as amended by General Plan Amendment 19-01, and as such, TPM 19-03 is also therefore consistent with the General Plan.

- b. The design and improvement of the tentative map is consistent with applicable general and specific plans or adopted City standards.

Support. As discussed immediately above, this commercial land division meets all General Plan consistency requirements. Each new lot meets the minimum lot size requirements required of the C-2 Zone District. The TPM is consistent with the General Plan as amended by GPA 19-01 and the Specific Plan as amended by SPA 19-01. Additionally, the proposed parcel sizes, as shown on the tentative parcel map, meets the City's zoning minimum parcel size and are therefore of adequate size and design to accommodate the uses that will be permitted on them. The property will be improved with new or expanded street system, and the project will also be provided with full City services that meet all City standards. The project is conditioned to meet all City development and improvement standards including water, wastewater and stormwater drainage systems, street cross-sections, streetscape landscaping, and parks. Each new lot meets the minimum lot size requirements required of the C-2 Zone District. The design and improvement of the tentative parcel map meets all City standards.

- c. That the site is physically suited for the density of development.

Support. There is no substantial evidence in the record that the site is not physically suited for the density of development being proposed. Each new lot will meet or exceed the minimum lot sizes required by the relevant zone district. The proposed division was thoroughly analyzed and compared to the Specific Plan and General Plan, and the proposed density of development is appropriate for this site and is physically suited for the proposed development density. The site is flat and has all City services available to it, or in the case of stormwater drainage, the system will be designed and constructed to be part of a larger drainage system operated by the City and County that serves the greater area. The EIR and associated Addendum prepared for the project did not find any physical factors associated with the property that would render it unsuitable for the proposed density of development.

- d. That the site is physically suited for the type of development.

Support. There is no substantial evidence in the record that the site is not physically suited for the type of development being proposed. The proposed division was thoroughly analyzed and compared to the Specific Plan and General Plan, and the proposed

development is physically appropriate for this site and is physically suited for the proposed development. Additionally, all relevant CEQA environmental concerns were addressed in the EIR and the associated Addendum that was prepared for the Project and its subdivisions, including flooding, drainage, and other items dealing with physical characteristics of the site. The proposed division complies with the allowable land use and residential planned land use density and acreage allocations, and with the goals, objectives, and policies contained in the Harter Specific Plan and the General Plan. The proposed development meets all adopted standards and requirements, and is physically suited for the type of development being proposed.

- e. That the design of the map or likely improvements is not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.

Support. There is no evidence that the design or improvements will, in themselves, cause substantial environmental damage, etc. The entire Harter Specific Plan is surrounded by existing urban uses, and includes large commercial operations including a Walmart. Regardless, the EIR and associated Addendum prepared for the project compared it with all of the relevant CEQA environmental concerns, including fish and wildlife habitat. Although there are mitigation measures, these are not related to significant impacts associated with design issues of the tentative parcel map. Further, the project has been conditioned with mitigation to reduce the significance of any impacts. As such, the design of the subdivision maps or likely improvements is not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.

- f. That the design of the maps or the type of improvements is not likely to cause serious public health problems.

Support. There is no substantial evidence in the record that the design of the parcel map will cause serious public health problems. Every new lot will be connected to City water, wastewater and storm drainage systems, which will avoid public health problems.

- g. The application satisfies at least one of the findings found in Yuba City Municipal Code Section 6-9.603 – Maps.

Support. Support. 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 65007 (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 TPM that will protect property within the area to the urban level of flood protection in urban areas and urbanizing areas. The facilities of the State plan of flood control or other flood management facilities protect the property to the urban level of flood protection in urban and urbanizing areas or the national Federal Emergency Management Agency standard of flood protection in nonurbanized areas.

- h. That the design of the subdivision maps 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.

Support. The subdivision will be served by public streets that are dedicated to the City for public use. There is no use of private streets or other types of easements that the project would conflict with. There are no known existing easements that will be adversely affected by this subdivision.

4. Approval with Conditions. Based on the aforementioned findings, the Planning Commission hereby approves TPM 19-03 (Exhibit "A") subject to the conditions set forth in Exhibit "B" (TPM 19-03 conditions of approval) attached hereto, which approvals are contingent upon the following:
 - a. The approval of TPM 19-03 shall become final and effective immediately only after the City Council of the City of Yuba City i) adopts EA 19-01 and approved the Addendum to the Environmental Impact Report (SCH #2002042058) ii) adopts the General Plan Amendment 19-01; iii) adopts Specific Plan Amendment 19-01; and iv) adopts Rezoning 19-01 (collectively "Council Approvals"). If all of the Council Approvals are not made within 180 days of the adoption of this Resolution, then TPM 19-03 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 herein, or require a modification or addition of a condition of approval to be consistent with a Council Approval, then TPM 19-03 shall be returned to the Planning Commission for further consideration and a final decision.
5. Certification. The Secretary shall certify to the adoption of the Resolution and shall transmit copies of the same to the applicant.
6. Final Action and Appeals. This action shall become final and effective 15 days after, and only upon, the Council Approvals including of the approval of the Addendum and adoption of the Harter Specific Plan Amendment, unless within such 15 days an appeal is filed with the City Clerk in accordance with the provisions of the Yuba City Zoning Ordinance.

The foregoing Resolution was duly and regularly introduced, passed and adopted by the Planning Commission of the City of Yuba City at a regular meeting thereof held on April 28, 2021, by the following vote:

Ayes: CHAIRWOMEN BLAKE, VICE CHAIRWOMAN SILLMAN, COMMISSIONER SHAFFER, COMMISSIONER ADAMS, COMMISSIONER DOSCHER

Noes:

Absent:

Recused: COMMISSIONER BROOKMAN, COMMISSIONER DALE

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


Michele Blake, Planning Commission
Chair

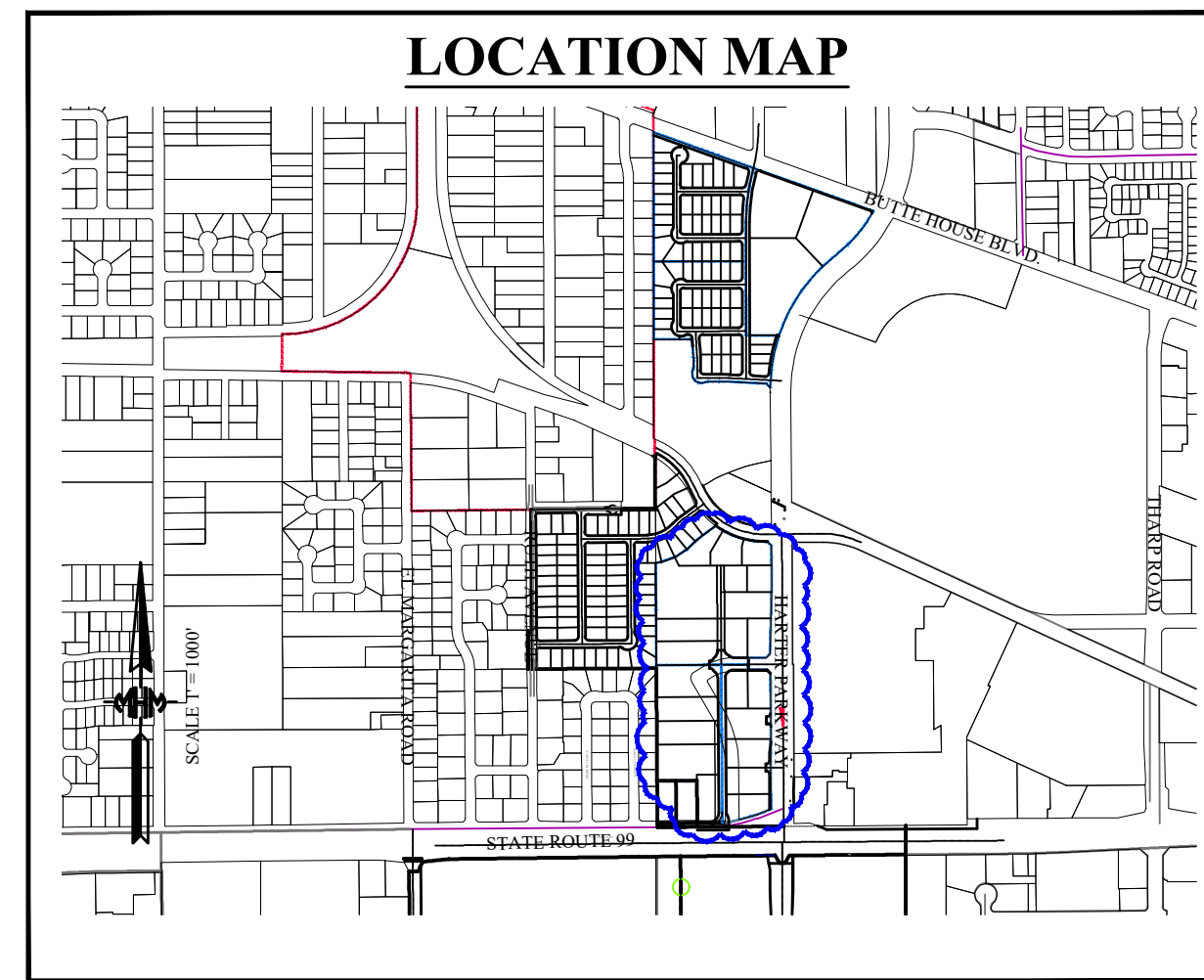
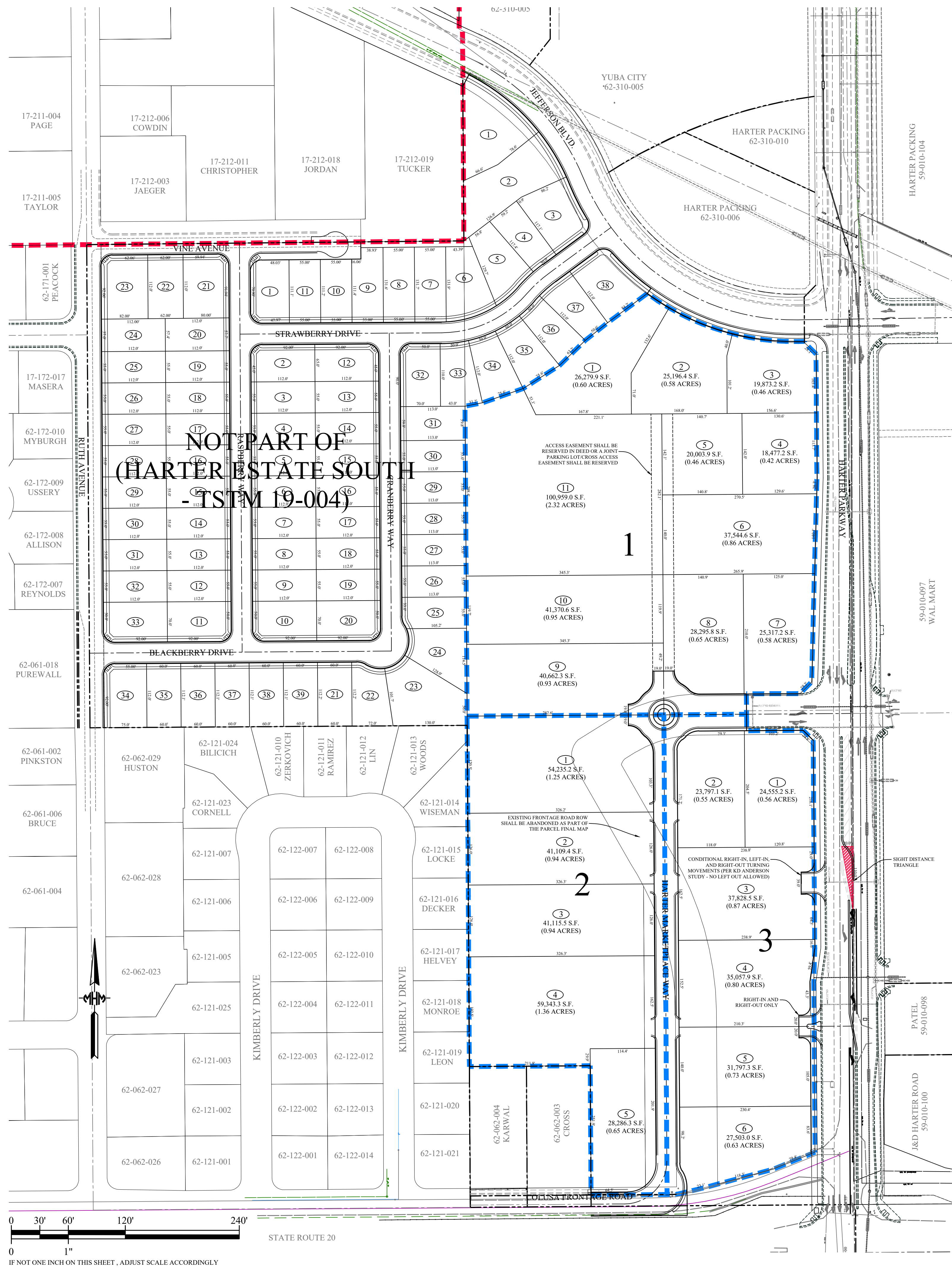
ATTEST:


Benjamin Moody, Secretary to the Planning Commission

Attachments:

- Exhibit A: Tentative Parcel Map 19-03
- Exhibit B: Conditions of Approval and Mitigation Measures

TENTATIVE PARCEL MAP 2019-0003
HARTER MARKETPLACE
YUBA CITY, CALIFORNIA
FEBRUARY 27, 2020 REVISED APRIL 14, 2021

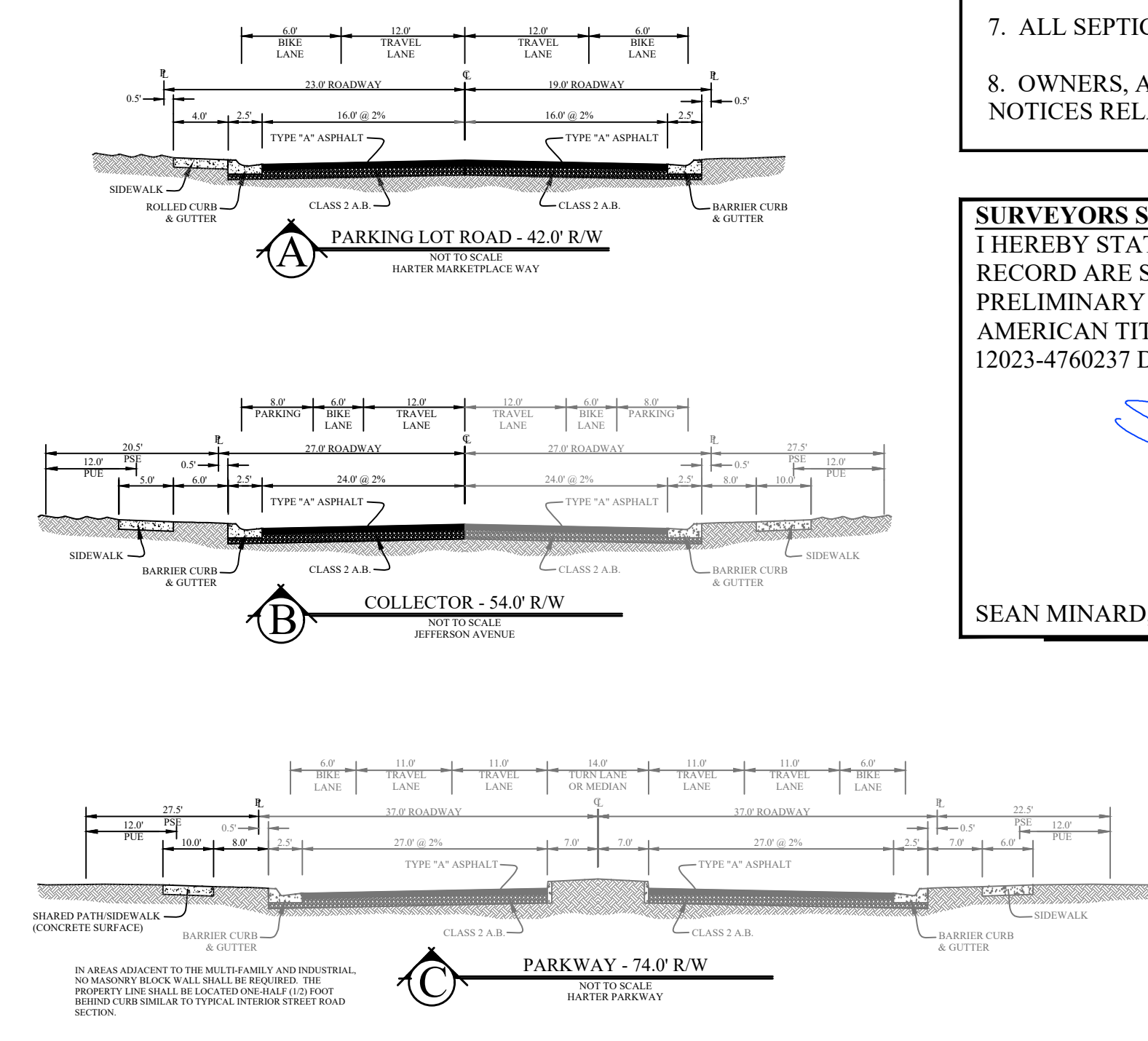


LAND USE SUMMARY

PARCEL SUMMARY*

COMMERCIAL - VILLAGE 1 = 11 PARCELS	8.81 AC
COMMERCIAL - VILLAGE 2 = 5 PARCELS	5.14 AC
COMMERCIAL - VILLAGE 3 = 6 PARCELS	4.14 AC
ROADWAYS**	1.27 AC
SUBTOTAL = (NON-RESIDENTIAL)	19.36 AC

*ALL ACREAGES AND DENSITIES EXCLUDE ARTERIAL AND COLLECTOR STREETS.
**JEFFERSON AND HARTER PARKWAY WHERE DEDICATED AS PART OF PREVIOUS MAP OR AGREEMENTS WITH CITY OF YUBA CITY. THE 1.24 ACRES ON THIS TENTATIVE PARCEL MAP INCLUDE HARTER MARKETPLACE WAY FEE DEDICATION.
***THE PORTION OF THE ONSTOTT FRONTAGE ROAD WITHIN THE PROJECT BOUNDARIES SHALL BE ABANDONED AS PART OF THE HARTER MARKETPLACE WAY DEDICATION.
****THERE SHALL BE CROSS EASEMENT ACROSS THE PARKING AREAS OF ALL PARCELS



PROJECT NOTES

OWNER HARTER PACKING CO. LLC P.O. BOX 1789 YUBA CITY, CA 95992 CONTACT: TOM TUCKER PHONE: (530) 673-8330	AREA OF TENTATIVE MAP 19.36 GROSS ACRES	FIRE PROTECTION CITY OF YUBA CITY
APPLICANT HARTER PACKING CO. LLC P.O. BOX 1789 YUBA CITY, CA 95992 CONTACT: TOM TUCKER PHONE: (530) 673-8330	EXISTING USE AGRICULTURAL	LAW ENFORCEMENT CITY OF YUBA CITY
ATTORNEY PIONEER LAW GROUP, LLP 1122 S STREET SACRAMENTO, CA 95811 CONTACT: JAY HARRIS PHONE: (916) 287-9500	EXISTING GENERAL PLAN DESIGNATION COMMERCIAL AND OFFICE PARK	SANITARY SEWER CITY OF YUBA CITY
ENGINEER/SURVEYOR MHM INCORPORATED 1204 E STREET, P.O. BOX B MARYSVILLE, CA 95901 CONTACT: SEAN MINARD PHONE: (530) 742-6485	PROPOSED GENERAL PLAN DESIGNATION COMMERCIAL AND OFFICE PARK	DOMESTIC WATER CITY OF YUBA CITY
ASSESSOR'S PARCEL NO. 62-310-011 62-310-012	EXISTING ZONING C-2 AND C-M	STORM DRAINAGE CITY OF YUBA CITY AND SUTTER COUNTY
	PROPOSED ZONING C-2 (19.36 AC)	ELECTRICITY PACIFIC GAS AND ELECTRIC
	LEVEE PROTECTION LEVEE DISTRICT NO. 9 OF SUTTER COUNTY	NATURAL GAS (OPTIONAL) PACIFIC GAS AND ELECTRIC
	AIR QUALITY MANAGEMENT DISTRICT FEATHER RIVER AIR QUALITY MANAGEMENT DISTRICT	COMMUNICATION AT&T AND COMCAST
	LIGHTING AND LANDSCAPE DISTRICT CITY OF YUBA CITY	CABLE (OPTIONAL) COMCAST
		IRRIGATION DISTRICT NONE

GENERAL NOTES:

- SUBDIVIDER RESERVES THE RIGHT TO PHASE DEVELOPMENT AND FILE MULTIPLE FINAL PARCEL MAPS PURSUANT TO SECTION 66456.1 (A) OF THE SUBDIVISION MAP ACT.
- A 12.0 FOOT PUBLIC UTILITY EASEMENT SHALL BE LOCATED ADJACENT SIDEWALK TO ALL PUBLIC RIGHT OF WAYS WITH A 2 FEET OVERLAP UNDER SIDEWALK.
- THIS EXHIBIT IS FOR TENTATIVE PARCEL MAP PURPOSES ONLY, ACTUAL DIMENSIONS, ROAD ALIGNMENTS, ACREAGE, AND YIELDS ARE TO BE VERIFIED PRIOR TO FINAL PARCEL MAP.
- THIS IS AN APPLICATION FOR A DEVELOPMENT PERMIT.
- VILLAGE NUMBERING IS FOR IDENTIFICATION PURPOSES ONLY AND DOES NOT INDICATE PHASING ORDER OF DEVELOPMENT. ULTIMATE DEVELOPMENT PHASING WILL BE ORDERLY AND WILL BE DETERMINED AT FINAL PARCEL MAP AND/OR IMPROVEMENT PLAN STAGE.
- ALL EXISTING STRUCTURES AND WELLS TO BE REMOVED PRIOR TO CONSTRUCTION.
- ALL SEPTIC TANKS SHALL BE REMOVED PRIOR TO OR AS PART OF CONSTRUCTION.
- OWNERS, APPLICANT, ENGINEER, AND SURVEYOR SHALL RECEIVE ANY COMMUNICATIONS AND/OR NOTICES RELATED TO THIS PROJECT.

SURVEYORS STATEMENT:
I HEREBY STATE THAT ALL EASEMENTS OF RECORD ARE SHOWN AND LABELED PER PRELIMINARY TITLE REPORT BY FIRST AMERICAN TITLE COMPANY ORDER NUMBER 12023-4760237 DATED OCTOBER 17, 2014

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

CITY OF YUBA CITY APPROVAL:
THE CITY OF YUBA CITY PLANNING COMMISSION HAS CONSIDERED AND APPROVED RESOLUTION 21-XXX APPROVING TENTATIVE PARCEL MAP NO. 2019-0003 DURING THE PLANNING COMMISSION MEETING ON _____, 2021.

CITY OF YUBA CITY DATE:

2 INDICATES PROPOSED SMALL LOT PHASE AND LARGE LOT PARCEL

**CITY OF YUBA CITY
CONDITIONS OF APPROVAL
TENTATIVE PARCEL MAP 2019-03
APRIL 28, 2021**

**HARTER MARKETPLACE
APNs: 62-310-011 & 62-310-012**

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 parcel 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 15 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 parcel map, and references to "developer" or "applicant" herein also include any applicant, property owner, owner, lessee, operator, or any other person or entity making use of this tentative parcel map.

CONDITIONS OF APPROVAL

1. The applicant/property owner agrees to defend, indemnify and hold harmless the City, its officers, agents and employees, from any and all claims, damages, liability or actions arising out of or connected with this approval, except to the extent such liabilities are caused by actions of the City.
2. The final lot design of the parcel map shall be designed in conformance with TPM 19-03, in accordance with City Standards, and as approved by the Planning Commission.

3. The development and operation of the project shall comply with all CEQA Mitigation measures identified in the EIR and supplemental environmental documents.

PUBLIC WORKS

4. The parcel is to be subdivided and developed in accordance with the Harter Specific Plan, associated technical reports, and as amended or approved by the Public Works Director.
5. Prior to abandonment of the existing frontage road that passes through Phases 2 and 3, Developer shall provide one traffic lane in each direction, at least eleven feet (11') wide, unless a road closure and detour plan is approved by the Public Works Director. The road construction is to be adequate for travel during all weather, with a hot mix asphalt paved surface. The design of the interim roadway is to be approved, prior to construction, by the Yuba City Fire Department and Public Works.
6. To help contain fugitive dust, construction sites shall be watered down by the Developer during the construction phase of the project or as directed by the Public Works Department.
7. Paved streets shall be swept frequently by the Developer during the construction phase (water sweeper with reclaimed water recommended; wet broom) if soil material has been carried onto adjacent paved, public thoroughfares from the project site.
8. The Developer 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.
9. Storage of construction material is not allowed in the travel way.
10. A Transportation Technical Report / Traffic Impact Analysis dated April 8th 2020 by KD Anderson & Associates has been incorporated into the updated environmental analysis for this project. All determined improvements and/or mitigation measures from the traffic study shall be met.
11. A Parcel Map Agreement outlining the obligations of the Developer regarding any costs (hot tap, connection fee, fair share contribution, etc.), dedications, and improvements associated with the development shall be accepted by the City prior to recordation of map.
12. The Post Construction Statement of Responsibility shall be recorded at the Sutter County Recorder's Office prior to recordation of map.
13. The contractor shall obtain an Encroachment Permit from the City prior to performing any work within public rights of way.

PRIOR TO ISSUANCE OF A GRADING PERMIT

14. The improvement plans for the development of the subject property shall include all measures required to ensure that no drainage runoff resulting from the development of the property flow onto the adjacent residential or agricultural lands or that the Development will not impede the drainage from those properties. The grading plans adjacent to existing residential development shall have the same finish grade elevation as those lots within tolerances as approved by the Public Works Department. If retaining walls are required, they shall be constructed of concrete, brick, or masonry block.

15. 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 phase of the parcel map and meet Sutter County Drainage requirements or as approved by the Public Works Director.

PRIOR TO APPROVAL OF THE IMPROVEMENT PLANS

16. 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.
17. An encroachment permit from the State of California Department of Transportation will be required for all work to be done within or affecting any State Highway right-of-way. Encroachment Permit staff can be reached at (530) 741-4403. A copy of this permit must be supplied to the City prior to approval of the improvement plans.
18. At the driveways connecting Phase 3 to Harter Parkway, the configuration shall be as follows:
 - a. The driveway at Parcel 3 shall be right-in, right-out, and left-in.
 - b. The driveway at Parcel 4/5 shall be right-in, right-out only.
19. The intersection of Harter Parkway and Jefferson Road shall have an enhanced landscape treatment as stated in the Harter Specific Plan. (Harter Specific Plan DS 40)
20. Striping and road improvements along Harter Parkway, shall be modified to accommodate the proposed development in accordance with the Traffic Impact Analysis. A phasing plan for the improvements is to be submitted to the Public Works Department for review and approval to accommodate each Phase of development for the project.
21. 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;
 - 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. 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.
22. The development shall comply with Yuba City's stormwater requirements and Post-Construction Standards Plan including ant applicable Statements of Responsibility and Self-certification Annual Reports. The Post Construction information can be found here: [https://www.yubacity.net/city_hall/departments/public_works/engineering/stormwater management](https://www.yubacity.net/city_hall/departments/public_works/engineering/stormwater_management).
23. 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.
24. All development shall be designed to local, state, and federal flood standards.
25. The structural section of all road improvements shall be designed using the Caltrans empirical R-value method. A geotechnical investigation shall determine the R-value of the existing soil in accordance with the Caltrans Highway Design Manual. The structural section shall be designed to the following standards:
- a. Use 3" minimum for residential, 4" minimum for collectors and 5" minimum for arterials, of 'Type A' asphaltic concrete over Class 2 aggregate base (the thickness of the base shall be designed to the R-value of the soil)
 - b. Use a traffic index of 6 for residential streets
 - c. Use a traffic index of 7 for Harter Marketplace Way, Jefferson Boulevard, and North Colusa Frontage Road.
 - d. Use a traffic index of 10 for Harter Parkway.
- 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.
26. 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 incorporated where appropriate. Speed limit signs shall be incorporated at locations determined by the Public Works Department.
27. The street trees and street lighting are public improvements which shall meet the Parks Division Planting Standards and Yuba 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.
28. Required Improvement Plan Notes:
- a. "Any excess materials shall be considered the property of the contractor/owner and shall be disposed of away from the job site in accordance with applicable local, state and federal regulations."
 - b. "During construction, the Contractor shall be responsible for controlling noise, odors, dust and debris to minimize impacts on surrounding properties and roadways. The

Contractor shall be responsible for all construction equipment to be equipped with manufacturers approved muffler baffles. Failure to do so may result in the issuance of an order to stop work.”

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

PRIOR TO ACCEPTANCE OF THE PUBLIC IMPROVEMENTS

- 29. 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.
- 30. Jefferson Avenue (Phase 1 frontage) shall be constructed, centerline to back of curb, to a half-width of 26.5 feet plus an additional 12.0 feet north of centerline as part of development of Phase 1 – Parcel 1, 2, and 3. Right-of-way shall be dedicated to a width of 27.0 feet together with a 20.5-foot Public Service Easement (PSE) behind the right-of-way. Frontage improvements shall include street section, barrier curb, gutter, 6.0-foot-wide landscaped parkway strip (measured from back of curb), 5.0-foot-wide sidewalk, street trees, and streetlights. The first one hundred (100) feet adjacent to Harter Parkway, beginning at the north west curb return, shall be constructed to include the full width street pavement section and north side curb and gutter. Landscaping shall be constructed as part of the site development. A 12.0-foot wide Public Utility Easement (PUE) shall be located adjacent to the sidewalk with 2.0 foot located underneath the sidewalk, or as otherwise determined by the Public Works Director. The PUE will be entirely within the PSE.
- 31. Harter Parkway adjacent to Phase 1 shall be widened, centerline to back of curb, to a half-width of 36.5 feet. Right-of-way shall be dedicated to a width of 37.0 feet together with a 27.5-foot PSE behind the right-of-way. A 12.0-foot wide PUE shall be located adjacent to the sidewalk with 2.0 foot located underneath the sidewalk, or as otherwise determined by the Public Works Director. The PUE will be entirely within the PSE. Frontage improvements shall include street section, barrier curb, gutter, 8.0-foot-wide landscaped parkway strip (measured from back of curb), 10.0-foot-wide shared path, street trees, and streetlights except as otherwise shown on the tentative map and approved by the Public

Works Department. The majority of the frontage has been fully constructed and improvements will address center median relocation, striping modifications, streetlights on both sides of Harter Parkway (on the east side, the lights shall be installed from State Route 20 to Poole Boulevard), an 8.0-foot-wide landscape parkway strip, and a 10.0-foot shared path or as approved by the Public Works Department. Landscaping shall be constructed as part of the site development. The property line shall be located one-half (0.5) foot behind the back of curb.

32. Harter Marketplace Way shall be constructed, back of sidewalk to back of curb, to a width of 41.0 feet. Right-of-way shall be dedicated to a width of 42.0 feet. Improvements shall include: two 12.0-foot travel lanes, a 6.0-foot-wide-bike lane on each side of the roadway (2.0 feet of which is part of the gutter pan), a 2.5-foot curb and gutter on each side of the roadway, streetlights, and a 4.0-foot attached sidewalk on one side of the roadway. The roadway is to be constructed to full width, with the initiation of any development in Phase 2 or 3 of the parcel map. Landscaping shall be constructed as part of the site development.
33. A ten (10) foot shared path shall be provided along Harter Parkway. (Harter Specific Plan page 3-11). The City has received a grant to construct the shared path. However, if the Marketplace develops first, then the development shall construct the shared path.
34. Prior to final paving, the Developer shall vacuum test all manholes to ensure no leakage will occur.
35. Prior to final paving, the Developer shall hydroflush, and video record, 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.
36. 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 (AutoCAD version 2010 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.
37. The existing overhead utilities shall be placed underground, including but not limited to:
 - The southern boundary of Phase 2 and Phase 3, along the original North Colusa Frontage Road, approximately (350 LF)

Fee credits are to apply to other applicable developments within the Harter Specific Plan in accordance with the City's Overhead Utility Policy adopted March 17, 2020 and further detailed in the Development Agreement, or as approved by the Public Works Director.
38. All public street lighting shall be dedicated to the City of Yuba City.

PRIOR TO FINAL MAP RECORDATION

39. Sufficient right-of-way shall be dedicated, on the final map, for the second travel lane along North Colusa Frontage Road (Harter Marketplace Way) to receive the added left-in traffic. In addition to the right-of-way dedication, the road shall be constructed to accommodate the future dual left-in to the development.

40. With the realignment of the existing North Colusa Frontage Road, the former North Colusa Frontage Road, east of assessor's parcel number 62-062-003 to the west right-of-way line of Harter Parkway, as described in Record Document 2005-0020074 shall be incorporated into the adjacent parcel(s) of Phase 3.
41. The property shall petition for formation of a Zone of Benefit of the Yuba City Landscaping and Lighting Maintenance District for the purpose of maintaining the landscaping, irrigation, and the roundabout located within the public ROW, maintaining the street lights, and maintaining the public common area between assessor parcel number 62-310-009 / 62-310-010 and the future City Park. The City shall be reimbursed actual costs associated with the formation of the district.
42. Cross access easements shall be reserved in deeds or other acceptable format to facilitate all shared underground utilities, ingress and egress, parking, drainage, refuse collection, landscaping, and the maintenance thereof to the benefit of all parcels involved in the division. The document is to be recorded and tied to the divided parcels.

PRIOR TO ISSUANCE OF A BUILDING PERMIT

43. Parcel 62-310-011 and 62-310-012, are located in Sutter County Water Agency Zone of Benefit No. 6. Fees for parcels shall be paid prior to issuance of a building or grading permit that places impervious surfaces on the parcels. The fee rate is calculated per Sutter County Ordinance 8WA and 21WA, December 9, 1986. Fees are payable at the Sutter County Development Services Counter located at 1130 Civic Center Blvd., Yuba City. Phone: (530) 822 7400.
44. The Developer's Superintendent/Representative shall submit three (3) sets of Pacific Gas and Electric approved utility plans showing joint trench locations and distribution lines prior to issuance of first building permit for each phase of construction.

PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY

45. The curb, gutter, sidewalk, and 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.
46. The Developer, prior to the issuance of the first certificate of occupancy within Phase 1, shall install a solid wall (i.e., precast concrete, post and panel, brick, masonry block, Proto-II masonry wall) adjacent to the residential lots on the northern and western boundary (Phase 1 - Parcel 1, 9, 10, and 11), as said Phase is shown on Tentative Parcel Map dated July 8, 2020, to the satisfaction of the Public Works Director and/or the Development Services Director.
47. The Developer, prior to the issuance of the first certificate of occupancy within Phase 2, shall install a solid wall (i.e., precast concrete, post and panel, brick, masonry block, Proto-II masonry wall) adjacent to the residential lots on the southern and western boundary (Phase 2 - Parcel 1 through 5), as said Phase is shown on Tentative Parcel Map dated July 8, 2020, to the satisfaction of the Public Works Director and/or the Development Services Director.

48. All street lighting shall be constructed with improvement plans and energized prior to the issuance of any certificate of occupancy.
49. 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.

EXHIBIT B

IMPACT FEES AND OTHER FEES PAYABLE BY SUBDIVIDER

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

(1) Public Improvement Plan Check and Inspection Fee:

(a) Fees from permit BLD22-00112 \$89,382.41

Less fees paid on Building Permit BLD22-00112 -\$89,382.41

SUBTOTAL (A) \$0.00

(2) Sewer Extension Fees

Developer constructing onsite sewer main. \$0.00

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

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

(4) Water Extension Fees

Developer constructing onsite water main. \$0.00

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

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

SUBTOTAL (B) \$0.00

(6) Drainage Fees (per Sutter County Zone of Benefit No. 6)

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

SUBTOTAL (C) \$0.00

(7) Utility Underground

SUBTOTAL (D) \$0.00

TOTAL FEES PAYABLE BY SUBDIVIDERS

SUBTOTAL (A) + SUBTOTAL (B) + SUBTOTAL (C) + SUBTOTAL (D) = \$0.00

EXHIBIT C

FEE CREDITS AND REIMBURSEMENTS PAYABLE BY CITY

(1) Harter Finance Plan Fee Credits

All applicable Harter Finance Plan Fee Credits are to be paid in accordance with the Harter Finance Plan, or as otherwise determined by the Development Agreement

(2) Overhead Utility Policy

All applicable overhead utility fee credits associated with Tentative Map No. 19-03 Harter Marketplace Condition of Approval #37**, or as otherwise determined by the Development Agreement

**37. The existing overhead utilities shall be placed underground, including but not limited to:

- The southern boundary of Phase 2 and Phase 3, along the original North Colusa Frontage Road, approximately 350 LF

Fee credits are to apply to other applicable developments within the Harter Specific Plan in accordance with the City's Overhead Utility Policy adopted March 17, 2020 and further detailed in the Development Agreement, or as approved by the Public Works Director.

Exhibit D
Certificate of Exemption From
Workers' Compensation Insurance

I hereby certify that in the performance of the work for which the Agreement is entered into, I shall not employ any person in any manner so as to become subject to the Worker's Compensation Laws of the State of California.

Executed on this _____ day of _____, 20____, at Yuba City, California.

Member: _____

Name: _____

Title: _____

Member: _____

Name: _____

Title: _____

Member: _____

Name: _____

Title: _____

EXHIBIT “B”



LOCATION MAP

CERTIFICATE FOR FEE DEDICATION

A.) OWNER'S NAME AND ADDRESS:

HARTER PACKING COMPANY, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY
PO BOX 189
YUBA CITY, CA 94992

B.) PROPERTY BEING DEDICATED:

1. BEING ALL THAT REAL PROPERTY AS SHOWN AS ITEMS 1 AND 2 IN OWNER'S OFFER OF DEDICATION.

C.) THE CITY OF YUBA CITY SHALL RECONVEY THE ABOVE-DESCRIBED PROPERTY TO THE ABOVE-NAMED OWNER, OR SUCCESSOR IN INTEREST, IF THE CITY DETERMINES PURSUANT TO GOVERNMENT CODE SECTION 66477.5 THAT THE SAME PUBLIC PURPOSE FOR WHICH THE PROPERTY WAS DEDICATED DOES NOT EXIST, OR THE PROPERTY OR ANY PORTION THEREOF IS NOT NEEDED FOR PUBLIC UTILITIES.

D.) WITH THE ACCEPTANCE OF THE ABOVE ITEM B.) PURSUANT TO SECTION 66477.5 OF THE SUBDIVISION MAP ACT, THE CITY OF YUBA CITY REVERTS TO HARTE PACKING COMPANY, LLC AS GRANTOR, AND ITS HEIRS AND ASSIGNS THAT PORTION OF NORTH COLUSA FRONTAGE ROAD RIGHT OF WAY AND ADJACENT 10 PUBLIC UTILITY EASEMENT, AS SHOWN ON THIS MAP, AS GRANTED TO THE CITY OF YUBA CITY BY HARTE PACKING COMPANY, LLC ON SEPTEMBER 30, 2005 IN DOCUMENT NUMBER 2005 - 0029547, THE CITY HAS DETERMINED THAT THE SAME PUBLIC PURPOSE FOR WHICH THE PROPERTY, DESCRIBED IN SAID DOCUMENT ABOVE, WAS GRANTED DOES NOT EXIST, AND THAT THE PROPERTY OR ANY PORTION THEREOF IS NOT NEEDED FOR PUBLIC UTILITIES, AS SPECIFIED IN SECTION 66477.5 (C).

NOTE: THE LOTS ON THIS MAP ARE SUBJECT TO:

1. ANY STREET, DRAINAGE, PUBLIC UTILITY, OR OTHER EASEMENTS AFFECTING THE PROPERTY.
2. THE CITY OF YUBA CITY CONDITIONS OF APPROVAL FOR TENTATIVE PARCEL MAP 19-03 APPROVED ON APRIL 28, 2021.
3. CROSS ACCESS EASEMENTS RECORDED AS DOCUMENT NO. _____ ON _____

CITY SURVEYOR'S STATEMENT

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

DATED: _____

BENJAMIN K. MOODY
CITY SURVEYOR
P.L.S. 9018



CITY PLANNER'S STATEMENT

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

PLANNING DIVISION
CITY OF YUBA CITY
STATE OF CALIFORNIA

CITY ENGINEER'S STATEMENT

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

DATED: _____

BENJAMIN K. MOODY
CITY ENGINEER
R.C.E. 72383



CITY CLERK'S CERTIFICATE

I, JACKIE SILLMAN, CLERK OF THE CITY OF YUBA CITY, STATE OF CALIFORNIA, DO HEREBY CERTIFY THAT THE I HAVE RECEIVED A CERTIFICATE FROM THE TAX COLLECTOR OF THE COUNTY OF SUTTER REQUIRED BY GOVERNMENT CODE SECTION 66492.

JACKIE SILLMAN
CITY CLERK, CITY OF YUBA CITY

DATE _____

CITY REQUIRED MAP NOTES

1. WATER UTILITY SERVICE SHALL BE PROVIDED INDIVIDUALLY FOR EACH PARCEL BY YUBA CITY; NO WELLS SHALL BE CONSTRUCTED.
2. SEWER UTILITY SERVICE SHALL BE PROVIDED INDIVIDUALLY FOR EACH PARCEL BY YUBA CITY; NO SEWAGE DISPOSAL AREA SHALL BE CONSTRUCTED ON-SITE.
3. THE PARCELS CREATED BY THIS MAP ARE SUBJECT TO ASSESSMENT FROM YUBA CITY LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT 6A-3, RESOLUTION NUMBER 05-178.

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AT THE REQUEST OF HARTE PACKING COMPANY, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY IN THE MONTH OF OCTOBER 2023, AND THAT THE MONUMENTS SHOWN HERE ON ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED AND THAT SAID MONUMENTS HAVE BEEN PLACED. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY.

DATE: 11/21/23

JOHN S. MALLEN
P.L.S. 8457



COUNTY TAX COLLECTOR'S STATEMENT

I, NICHOLAS F. VALENCIA, TAX COLLECTOR FOR THE COUNTY OF SUTTER, STATE OF CALIFORNIA, DO HEREBY CERTIFY PURSUANT TO GOVERNMENT CODE SEC. 66492 THAT THE RECORDS OF MY OFFICE SHOW THAT THERE ARE NO LIENS AGAINST THE LANDS SHOWN HEREON OR ANY PART THEREOF FOR UNPAID TAXES OR SPECIAL ASSESSMENTS.

ASSESSOR'S PARCEL NO. 062-310-015-000

DATE: 11/21/2023

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



RECORDER'S CERTIFICATE

FILED THIS _____ DAY OF _____ 202_, AT _____: _____ M, IN BOOK _____ OF PARCEL MAPS, AT PAGE _____, AT THE REQUEST OF MHM INC.

DONNA M. JOHNSTON
SUTTER COUNTY RECORDER

BY _____
DEPUTY

FILE NO. _____ FEE PD. \$ _____

PARCEL MAP NO. _____
CITY OF YUBA CITY

FOR: HARTE PACKING COMPANY, LLC
BEING PARCEL B OF CITY OF YUBA CITY LOT LINE ADJUSTMENT NO. 21-09 RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SUTTER, IN DOCUMENT NO. 2021-0023789, LYING WITHIN SECTION 17, TOWNSHIP 15 NORTH, RANGE 3 EAST, M.D.M.

SUTTER COUNTY
CALIFORNIA

OCTOBER 2023

PREPARED BY: MHM INC.; 1204 E STREET; MARYSVILLE CA 95901

MHM JOB NO. 21-187

SHEET 1 OF 3

OWNER'S STATEMENT

WE, THE UNDERSIGNED, HARTER PACKING COMPANY, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, AS HOLDER OF RECORD TITLE INTERESTS, OF THE HEREIN SUBDIVIDED LANDS, HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS PLAT OF THIS PARCEL MAP AND OFFER FOR DEDICATION AND DO PARTICIPATE IN SAID OFFER OF DEDICATION AND DO HEREBY DEDICATE THE FOLLOWING:

1. 38', 42' AND 72' STRIPS OF LAND IN FEE TITLE INDICATED ON SAID PLAT AND DESIGNATED AS HARTER MARKETPLACE WAY AND CURRANT DRIVE.
2. EASEMENTS INDICATED AS 10.0' PUE (PUBLIC UTILITY EASEMENT) FOR, BUT NOT LIMITED TO ELECTRICAL, WATER, SEWER, GAS, STORM DRAINAGE, COMMUNICATIONS SERVICES, AND ALL APPURTENANCES THERETO. OWNER EXPRESSLY COVENANTS NOT TO UNREASONABLY RESTRICT, OBSTRUCT OR INTERFERE WITH SAID PUBLIC UTILITY EASEMENT OR THE USE THEREOF BY THE CITY, ITS AGENTS OR ANY FRANCHISEE

HARTER PACKING COMPANY, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY:

LOMO COLD STORAGE, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, AS A MEMBER

SIGNATURE: Justin Micheli II DATE: 12/15/23
BY: JUSTIN MICHELI, II TITLE: MANAGER

RICHLAND RANCHES, LTD. OF CALIFORNIA, A CALIFORNIA CORPORATION, AS A MEMBER

SIGNATURE: Karmdeep S. Bains DATE: 12/15/23
BY: KARMDDEEP S. BAINS TITLE: PRESIDENT

SUTTER LAND PROPERTIES, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, AS A MEMBER

SIGNATURE: Surjit S. Tut DATE: 12-19-23
BY: SURJIT S. TUT TITLE: MANAGER

ACKNOWLEDGMENT

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

STATE OF California }ss
COUNTY OF Sutter

ON December 15, 2023 BEFORE ME Jessica Lopez Pineda
(NOTARY PUBLIC, PERSONALLY APPEARED)

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

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

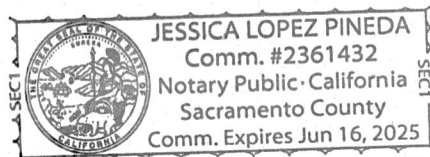
WITNESS MY HAND.

SIGNATURE OF NOTARY Jessica Lopez Pineda
NOTARY'S NAME

MY COMMISSION NUMBER 2361432

MY COMMISSION EXPIRES June 16, 2025

PRINCIPAL PLACE OF BUSINESS Sacramento
(County)



ACKNOWLEDGMENT

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

STATE OF California }ss
COUNTY OF Sutter

ON 12/15/23 BEFORE ME Jayne Silveira
(NOTARY PUBLIC, PERSONALLY APPEARED)

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

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

WITNESS MY HAND.

SIGNATURE OF NOTARY Jayne Silveira
NOTARY'S NAME

MY COMMISSION NUMBER 2314981

MY COMMISSION EXPIRES 1/5/24

PRINCIPAL PLACE OF BUSINESS Sutter
(County)

ACKNOWLEDGMENT

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

STATE OF California }ss
COUNTY OF Santa Cruz

ON Dec 19, 2023 BEFORE ME J. Karsan
(NOTARY PUBLIC, PERSONALLY APPEARED)

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

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

WITNESS MY HAND.

SIGNATURE OF NOTARY J. Karsan
NOTARY'S NAME

MY COMMISSION NUMBER 2442522

MY COMMISSION EXPIRES April 23, 2027

PRINCIPAL PLACE OF BUSINESS Santa Cruz
(County)

LEGEND

- FOUND MONUMENT AS INDICATED
- CALCULATED POINT, NOTHING FOUND OR SET
- REBAR AND CAP STAMPED "MHM LS 8457"
- ▲ FOUND STANDARD MONUMENT IN WELL
- () EMBRACES RECORD DATA
- (E) EXISTING
- (F) FUTURE
- (G) GROSS
- (T) TOTAL
- C REPRESENTS CALCULATED DATA
- M REPRESENTS MEASURED DATA
- R/W RIGHT-OF-WAY
- P.U.E. (PUBLIC UTILITY EASEMENT)
- W.C. WITNESS CORNER

GROSS AREA = 15.25 ACRES

PARCELS = 7.28 ACRES

DESIGNATED REMAINDER = 6.64 ACRES

ROADS = 1.33 ACRES

RECORD REFERENCES

- (R1) LOT LINE ADJUSTMENT 21-09 FOR HARTER PACKING COMPANY - DOCUMENT NO. 2021-0023789
- (R2) RECORD OF SURVEY FOR SIERRA CENTRAL CREDIT UNION - BOOK 18 OF ROS PAGES 239 (2016)
- (R3) GRANT DEED FOR RIGHT OF WAY - DOCUMENT NO. 2005-0029547
- (R4) UNRECORDED ALTA SURVEY FOR HARTER PACKING COMPANY BY VON GELDERN ENGINEERING (1985)
- (R5) RIGHT OF WAY OF A PARCEL OF LAND DEEDED TO THE STATE OF CALIFORNIA RECORDED NOVEMBER 12, 1963 IN BOOK 634 OFFICIAL RECORDS AT PAGE 235, SUTTER COUNTY RECORDS
- (R6) "MAP OF THE SOUTH 61.51 ACRES OF THE WEST ONE-HALF OF THE SOUTHEAST ONE QUARTER OF SECTION 17, TOWNSHIP 15 NORTH, RANGE 3 EAST, MT. DIABLO BASE AND MERIDIAN", FILED IN BOOK 1 OF SURVEYS AT PAGE 43

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS MAP BETWEEN THE FOUND MONUMENTS ON THE SOUTH LINE OF LOT 5 OF (R6) AND SAID BEARING IS THE SAME AS SHOWN ON THE ALTA SURVEY FOR HARTER PACKING COMPANY BY VON GELDERN ENGINEERING IN 1985 (R4) ON FILE WITH THE CITY OF YUBA CITY.

PARCEL MAP NO. _____
CITY OF YUBA CITY

FOR: HARTER PACKING COMPANY, LLC
BEING PARCEL B OF CITY OF YUBA CITY LOT LINE ADJUSTMENT NO. 21-09 RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SUTTER, IN DOCUMENT NO. 2021-0023789, LYING WITHIN SECTION 17, TOWNSHIP 15 NORTH, RANGE 3 EAST, M.D.M.

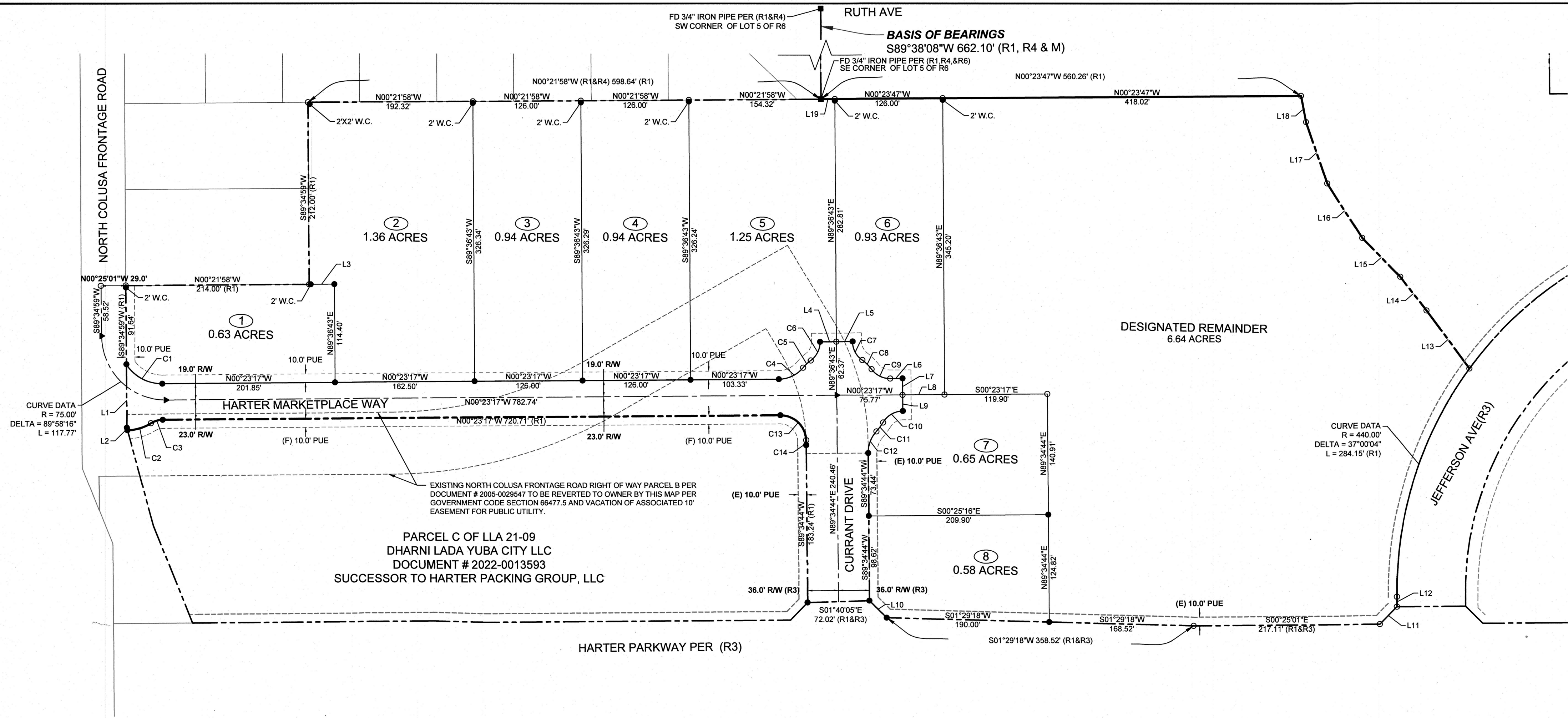
SUTTER COUNTY
CALIFORNIA

PREPARED BY: MHM INC.; 1204 E STREET; MARYSVILLE CA 95901

MHM JOB NO. 21-187

OCTOBER 2023

SHEET 2 OF 3



CURVE TABLE			
CURVE #	RADIUS	LENGTH	DELTA
C1	50.00	49.84	57°06'60"
C2	54.00	28.97	30°44'35"
C3	26.00	14.43	31°47'18"
C4	37.00	32.42	50°12'29"
C5	50.50	12.16	13°47'56"
C6	27.00	25.25	53°35'27"
C7	27.00	25.25	53°35'27"
C8	50.50	15.14	17°10'54"
C9	27.00	25.25	53°35'27"
C10	27.00	27.84	59°04'18"
C11	62.50	12.92	11°50'38"
C12	37.00	27.64	42°48'19"
C13	30.00	46.28	88°23'52"
C14	214.00	5.86	01°34'09"

LINE TABLE		
LINE	DISTANCE	BEARING
L1	73.88	S89°34'59"W
L2	3.07	N74°54'57"E
L3	29.71	N00°21'58"W
L4	19.00	S00°23'17"E
L5	19.00	S00°23'17"E
L6	14.40	S00°23'17"E
L7	19.00	S89°36'43"W
L8	49.23	S00°23'17"E
L9	19.00	S89°36'43"W
L10	28.19	S44°23'22"W
L11	28.28	S45°25'12"E
L12	11.59	N89°34'44"E
L13	84.18	N53°32'58"E
L14	50.00	N51°46'01"E
L15	63.20	N45°46'06"E
L16	75.57	N57°35'18"E
L17	75.57	N70°41'53"E
L18	31.21	N79°09'10"E
L19	16.24	N00°23'47"W

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS MAP BETWEEN THE FOUND MONUMENTS ON THE SOUTH LINE OF LOT 5 OF (R6) AND SAID BEARING IS THE SAME AS SHOWN ON THE ALTA SURVEY FOR HARTER PACKING COMPANY BY VON GELDERN ENGINEERING IN 1985 (R4) ON FILE WITH THE CITY OF YUBA CITY.

GROSS AREA = 15.25 ACRES

PARCELS = 7.28 ACRES

DESIGNATED REMAINDER = 6.64 ACRES

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(R3) GRANT DEED FOR RIGHT OF WAY - DOCUMENT NO. 2005-0029547

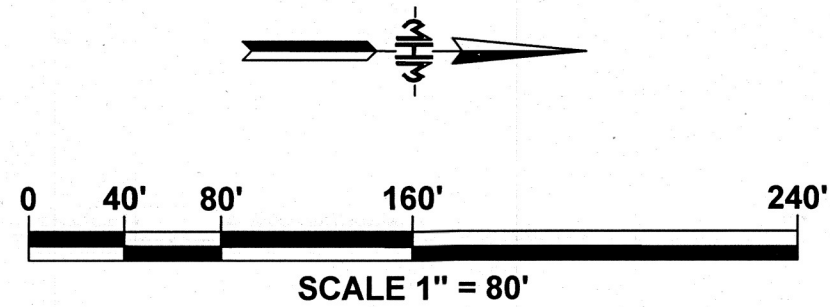
(R4) UNRECORDED ALTA SURVEY FOR HARTER PACKING COMPANY BY VON GELDERN ENGINEERING (1985)

(R5) RIGHT OF WAY OF A PARCEL OF LAND DEEDED TO THE STATE OF CALIFORNIA RECORDED NOVEMBER 12, 1963 IN BOOK 634 OFFICIAL RECORDS AT PAGE 235, SUTTER COUNTY RECORDS

(R6) "MAP OF THE SOUTH 61.51 ACRES OF THE WEST ONE-HALF OF THE SOUTHEAST ONE QUARTER OF SECTION 17, TOWNSHIP 15 NORTH, RANGE 3 EAST, MT. DIABLO BASE AND MERIDIAN", FILED IN BOOK 1 OF SURVEYS AT PAGE 43

LEGEND

- FOUND MONUMENT AS INDICATED
- CALCULATED POINT, NOTHING FOUND OR SET
- REBAR AND CAP STAMPED "MHM LS 8457"
- ▲ FOUND STANDARD MONUMENT IN WELL
- () EMBRACES RECORD DATA
- (E) EXISTING
- (F) FUTURE
- (G) GROSS
- (T) TOTAL
- C REPRESENTS CALCULATED DATA
- M REPRESENTS MEASURED DATA
- R/W RIGHT-OF-WAY
- P.U.E. (PUBLIC UTILITY EASEMENT)
- W.C. WITNESS CORNER



PARCEL MAP NO. _____
CITY OF YUBA CITY

FOR: HARTER PACKING COMPANY, LLC
BEING PARCEL B OF CITY OF YUBA CITY LOT LINE ADJUSTMENT NO. 21-09 RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SUTTER, IN DOCUMENT NO. 2021-0023789, LYING WITHIN SECTION 17, TOWNSHIP 15 NORTH, RANGE 3 EAST, M.D.M.

SUTTER COUNTY
CALIFORNIA

OCTOBER 2023

PREPARED BY: MHM INC.; 1204 E STREET; MARYSVILLE CA 95901

MHM JOB NO. 21-187

SHEET 3 OF 3

OWNER'S STATEMENT

I, THE UNDERSIGNED, DHARNI LADA YUBA CITY, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, AS HOLDER OF RECORD TITLE INTERESTS, OF THE HEREIN SUBDIVIDED LANDS, HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS PARCEL MAP AND OFFER FOR DEDICATION AND DO PARTICIPATE IN SAID OFFER OF DEDICATION AND DO HEREBY DEDICATE THE FOLLOWING:

- EASEMENTS INDICATED AS 10.0' PUE (PUBLIC UTILITY EASEMENT) FOR, BUT NOT LIMITED TO ELECTRICAL, WATER, SEWER, GAS, STORM DRAINAGE, COMMUNICATIONS SERVICES, AND ALL APPURTENANCES THEREOF. OWNER EXPRESSLY COVENANTS NOT TO UNREASONABLY RESTRICT, OBSTRUCT OR INTERFERE WITH SAID PUBLIC UTILITY EASEMENT OR THE USE THEREOF BY THE CITY, ITS AGENTS OR ANY FRANCHISEE

DHARNI LADA YUBA CITY, LLC

BY: Walter A. 1-22-24
BY: KULWANT DHARNI TITLE: PRESIDENT

CERTIFICATE FOR FEE DEDICATION

OWNER'S NAME AND ADDRESS:

DHARNI LADA YUBA CITY, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY,
6698 MACK ROAD,
SACRAMENTO, CA 95823

- PROPERTY BEING DEDICATED:
1. BEING ALL THAT REAL PROPERTY AS SHOWN AS ITEMS 1 IN OWNER'S OFFER OF DEDICATION.
- THE CITY OF YUBA CITY SHALL RECONVEY THE ABOVE-DESCRIBED PROPERTY TO THE ABOVE-NAMED OWNER, OR SUCCESSOR IN INTEREST, IF THE CITY DETERMINES PURSUANT TO GOVERNMENT CODE SECTION 66477.5 THAT THE SAME PUBLIC PURPOSE FOR WHICH THE PROPERTY WAS DEDICATED DOES NOT EXIST, OR THE PROPERTY OR ANY PORTION THEREOF IS NOT NEEDED FOR PUBLIC UTILITIES.

- WITH THE ACCEPTANCE OF THE ABOVE ITEM B.) PURSUANT TO SECTION 66477.5 OF THE SUBDIVISION MAP ACT, THE CITY OF YUBA CITY REVERTS TO DHARNI LADA YUBA CITY, LLC AS GRANTOR, AND ITS HEIRS AND ASSIGNS THE FOLLOWING DESCRIBED PARCELS:

1. THAT PORTION OF NORTH COLUSA FRONTAGE ROAD RIGHT OF WAY AND ADJACENT TO PUBLIC UTILITY EASEMENT, AS SHOWN ON THIS MAP, AS GRANTED TO THE CITY OF YUBA CITY BY HARTER PACKING COMPANY, LLC ON SEPTEMBER 30, 2005 IN DOCUMENT NUMBER 2005 - 0029547, THE CITY HAS DETERMINED THAT THE SAME PUBLIC PURPOSE FOR WHICH THE PROPERTY, DESCRIBED IN SAID DOCUMENT ABOVE, WAS GRANTED DOES NOT EXIST, AND THAT THE PROPERTY OR ANY PORTION THEREOF IS NOT NEEDED FOR PUBLIC UTILITIES, AS SPECIFIED IN SECTION 66477.5 (C).

2. THAT PORTION OF NORTH COLUSA FRONTAGE ROAD RIGHT OF WAY AS VACATED IN RESOLUTION NO. 05-086 IN DOCUMENT NUMBER 2005-0020074 DATED JULY 6, 2005. CITY OF YUBA CITY WILL RETAIN PUBLIC UTILITY EASEMENT AS SPECIFIED IN SAID DOCUMENT NUMBER 2005-0020074

3. THAT PORTION OF CURRANT DRIVE AND HARTER MARKETPLACE WAY RIGHT OF WAY, AS SHOWN ON "DETAIL B" OF SHEET NUMBER 3 HEREIN, AS SAID RIGHTS OF WAY ARE SHOWN ON PARCEL MAP _____, AND FILED FOR RECORD IN BOOK _____ PARCEL MAPS, PAGE _____, OFFICIAL RECORDS OF SUTTER COUNTY.

NOTE: THE PARCELS ON THIS MAP ARE SUBJECT TO:

- ANY STREET, DRAINAGE, PUBLIC UTILITY, OR OTHER EASEMENTS AFFECTING THE PROPERTY.
- THE CITY OF YUBA CITY CONDITIONS OF APPROVAL FOR TENTATIVE PARCEL MAP 19-03 APPROVED ON APRIL 28, 2021.
- GROSS ACCESS EASEMENT RECORDED AS DOCUMENT NO. _____ ON _____ IN THE OFFICE OF OFFICIAL RECORDS, COUNTY OF SUTTER, STATE OF CALIFORNIA.

CITY SURVEYOR'S STATEMENT

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

DATED: _____

BENJAMIN K. MOODY
CITY SURVEYOR
P.L.S. 9018

CITY PLANNER'S STATEMENT

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

PLANNING DIVISION
CITY OF YUBA CITY
STATE OF CALIFORNIA

CITY ENGINEER'S STATEMENT

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

DATED: _____

BENJAMIN K. MOODY
CITY ENGINEER,
R.G.E. 72383

CITY REQUIRED MAP NOTES

- WATER UTILITY SERVICE SHALL BE PROVIDED INDIVIDUALLY FOR EACH PARCEL BY YUBA CITY; NO WELLS SHALL BE CONSTRUCTED.
- SEWER UTILITY SERVICE SHALL BE PROVIDED INDIVIDUALLY FOR EACH PARCEL BY YUBA CITY; NO SEWAGE DISPOSAL AREA SHALL BE CONSTRUCTED ON-SITE.
- THE PARCELS CREATED BY THIS MAP ARE SUBJECT TO ASSESSMENT FROM YUBA CITY LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NUMBER 6A-3, RESOLUTION NUMBER 05-178.

CITY CLERK'S STATEMENT

I, JACKIE SILLMAN, CLERK OF THE CITY OF YUBA CITY, STATE OF CALIFORNIA, DO HEREBY CERTIFY THAT I HAVE RECEIVED A CERTIFICATE FROM THE TAX COLLECTOR OF THE COUNTY OF SUTTER REQUIRED BY GOVERNMENT CODE SECTION 66492.

JACKIE SILLMAN
CITY CLERK, CITY OF YUBA CITY

DATE _____

GROSS AREA

PARCELS= 4.51 ACRES
DESIGNATED REMAINDER= NONE
ROADS= NONE

COUNTY TAX COLLECTOR'S STATEMENT

I, NICHOLAS F. VALENCIA, TAX COLLECTOR FOR THE COUNTY OF SUTTER, STATE OF CALIFORNIA, DO HEREBY CERTIFY PURSUANT TO GOVERNMENT CODE SEC. 66492 THAT THE RECORDS OF MY OFFICE SHOW THAT THERE ARE NO LIENS AGAINST THE LANDS SHOWN HEREON OR ANY PART THEREOF FOR UNPAID TAXES OR SPECIAL ASSESSMENTS AS TO LIENS FOR TAXES NOT YET PAYABLE, I ESTIMATE THAT THERE ARE TAXES IN THE AMOUNT OF \$44,626.36 FOR 2023-2024, WHICH ARE A LIEN BUT NOT YET PAYABLE. I CERTIFY PURSUANT TO GOVERNMENT CODE SEC. 66493 THAT SECURITY HAS BEEN DEPOSITED WITH THE COUNTY CONDITIONED UPON THE PAYMENT OF SAID TAXES NOT YET PAYABLE.

ASSESSOR'S PARCEL NO. 062-310-015-000 & 062-310-015-001
DATE 02/06/2024

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

**ACKNOWLEDGEMENT**

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

STATE OF CALIFORNIA
COUNTY OF PLACER
ON January 22, 2024 BEFORE ME.

Kevin Nguyen
A NOTARY PUBLIC, PERSONALLY APPEARED
KULWANT DHARNI

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

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

WITNESS MY HAND

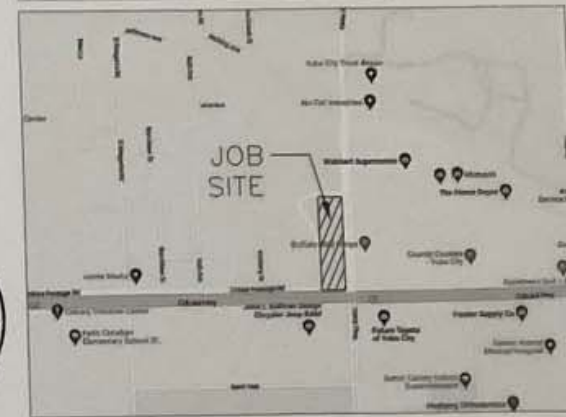
Kevin Nguyen
SIGNATURE OF NOTARY

Kevin Nguyen
NOTARY'S NAME

MY COMMISSION NUMBER: 2338966

MY COMMISSION EXPIRES: 12/03/2024

PRINCIPAL PLACE OF BUSINESS: SACRAMENTO
(COUNTY)

**VICINITY MAP****RECORDER'S CERTIFICATE**

FILED THIS _____ DAY OF _____, 2023, AT _____ M. IN BOOK _____ OF PARCEL MAPS, AT PAGE _____, AT THE REQUEST OF DHARNI LADA YUBA CITY, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY.

DONNA M. JOHNSON BY _____
SUTTER COUNTY RECORDER DEPUTY

FILE NO. _____ FEE PD \$ _____

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AT THE REQUEST OF DHARNI LADA YUBA CITY, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, IN THE MONTH OF SEPTEMBER 2023, AND THAT THE MONUMENTS SHOWN HEREON ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED AND THAT SAID MONUMENTS WILL BE PLACED BY TIME OF SUBSTANTIAL COMPLETION OF IMPROVEMENTS. I HEREBY STATE THAT THIS FINAL PARCEL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

01/16/2024
DATED: Christopher D. Johnson
CHRISTOPHER D. JOHNSON
P.L.S. 7576

**PARCEL MAP**

BEING PARCEL C OF LOT LINE ADJUSTMENT 21-09 FOR HARTER PACKING COMPANY, DOC #2021-0023789, SUTTER COUNTY RECORDS AND A PORTION OF SOUTHEAST ONE-QUARTER OF SECTION 17, TOWNSHIP 15 NORTH, RANGE 3 EAST, M.D.M. CITY OF YUBA CITY COUNTY OF SUTTER STATE OF CALIFORNIA

SHEET 1 OF 3 JANUARY 2024



SURVEYING • MAPPING • LEGAL DOCS
1004 GREENBACH LANE, SUITE 9
ORANGEVILLE, CA 92668
916-671-4700
WWW.GEOLANDINC.COM

REFERENCES

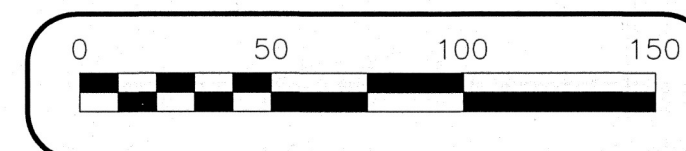
- (1) LOT LINE ADJUSTMENT FOR HARTER PACKING COMPANY – DOCUMENT NO. 2021-0023789
- (2) HARTER MARKETPLACE PARCEL MAP _____ PM _____
- (3) RIGHT OF WAY OF A PARCEL OF LAND DEEDED TO THE STATE OF CALIFORNIA RECORDED NOVEMBER 12, 1963 IN BOOK 634 OFFICIAL RECORDS AT PAGE 235, SUTTER COUNTY RECORDS
- (4) CALTRANS RIGHT OF WAY RECORD MAP NO. 2E570-01 (03-SUT-20-14.6) SHEET 1 OF 1

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS MAP ARE THE SAME AS THE BEARINGS ESTABLISHED ON THAT RECORD OF SURVEY FILED IN BOOK 18 OF RECORD OF SURVEYS AT PAGE 239, SUTTER COUNTY RECORDS (2) AND ARE BASED UPON FOUND MONUMENTS AS SHOWN ON THAT UNRECORDED ALTA SURVEY FOR HARTER PACKING COMPANY BY VON GELDERN ENGINEERING IN 1985 ON FILE IN THE YUBA CITY PUBLIC WORKS OFFICE.



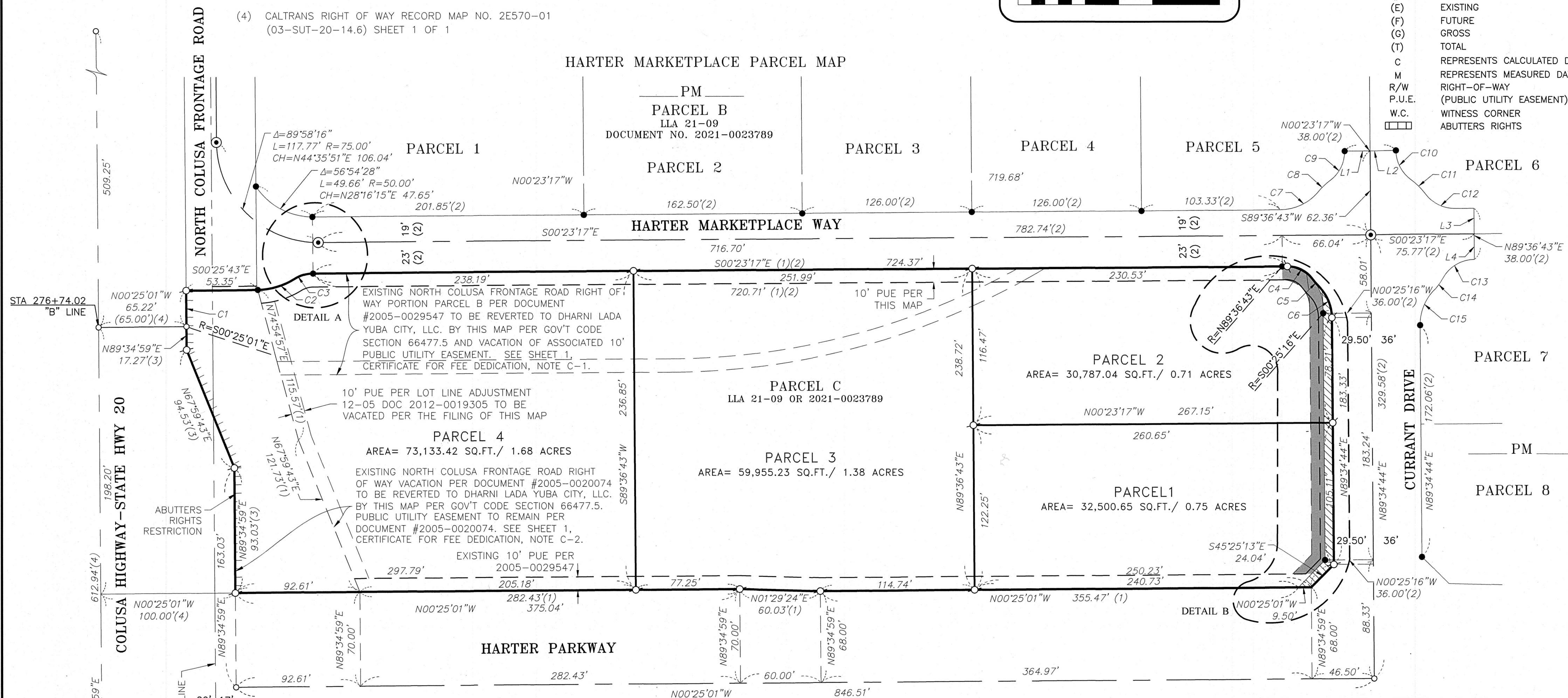
SCALE : 1" = 50'



LEGEND

- FD. REBAR/CAP STAMPED M.H.M LS 8457
- DIMENSION POINT
- ⊙ SURVEY MONUMENT WELL
- ⊗ SET 3/4" REBAR & CAP OR COPPERWELD MONUMENT PLS 7576
- BOUNDARY
- () EMBRACES RECORD DATA
- (E) EXISTING
- (F) FUTURE
- (G) GROSS
- (T) TOTAL
- C REPRESENTS CALCULATED DATA
- M REPRESENTS MEASURED DATA
- R/W RIGHT-OF-WAY
- P.U.E. (PUBLIC UTILITY EASEMENT)
- W.C. WITNESS CORNER
- ▭ ABUTTERS RIGHTS

HARTER MARKETPLACE PARCEL MAP



EXISTING NORTH COLUSA FRONTAGE ROAD RIGHT OF WAY PORTION PARCEL B PER DOCUMENT #2005-0029547 TO BE REVERTED TO DHARNI LADA YUBA CITY, LLC. BY THIS MAP PER GOV'T CODE SECTION 66477.5 AND VACATION OF ASSOCIATED 10' PUBLIC UTILITY EASEMENT. SEE SHEET 1, CERTIFICATE FOR FEE DEDICATION, NOTE C-1.

10' PUE PER LOT LINE ADJUSTMENT 12-05 DOC 2012-0019305 TO BE VACATED PER THE FILING OF THIS MAP

EXISTING NORTH COLUSA FRONTAGE ROAD RIGHT OF WAY VACATION PER DOCUMENT #2005-0020074 TO BE REVERTED TO DHARNI LADA YUBA CITY, LLC. BY THIS MAP PER GOV'T CODE SECTION 66477.5. PUBLIC UTILITY EASEMENT TO REMAIN PER DOCUMENT #2005-0020074. SEE SHEET 1, CERTIFICATE FOR FEE DEDICATION, NOTE C-2.

EXISTING 10' PUE PER 2005-0029547

Curve Table

Curve #	Delta	Length	Radius	Chord Direction	Chord Length
C1	00°00'42"	26.79'	130065.00'	S89°34'38"W	26.79'
C2	30°44'35"	28.97'	54.00'	N16°48'18"W	28.63'
C3	31°47'18"	14.43'	26.00'	N16°16'56"W	14.24'
C4	53°38'17"	21.53'	23.00'	S26°23'01"W	20.75'
C5	08°29'57"	8.08'	54.50'	N48°57'11"E	8.08'
C6	43°36'47"	25.14'	33.03'	S67°45'41"W	24.54'
C7	50°12'13"	32.42'	37.00'	N25°29'23"W	31.39'
C8	13°47'47"	12.16'	50.50'	S43°41'36"E	12.13'

Curve Table

Curve #	Delta	Length	Radius	Chord Direction	Chord Length
C9	53°34'56"	25.25'	27.00'	N63°35'11"W	24.34'
C10	53°34'56"	25.25'	27.00'	N62°48'37"E	24.34'
C11	17°10'39"	15.14'	50.50'	S44°36'28"W	15.08'
C12	53°34'56"	25.25'	27.00'	N26°24'19"E	24.34'
C13	59°00'36"	27.81'	27.00'	S29°55'33"E	26.59'
C14	11°50'39"	12.92'	62.50'	N53°30'31"W	12.90'
C15	42°48'05"	27.64'	37.00'	S68°59'14"E	27.00'

Line Table

Line #	Direction	Length	
L1	N00°23'17"W	19.00'	(2)
L2	N00°23'17"W	19.00'	(2)
L3	N89°36'43"E	19.00'	(2)
L4	N89°36'43"E	19.00'	(2)

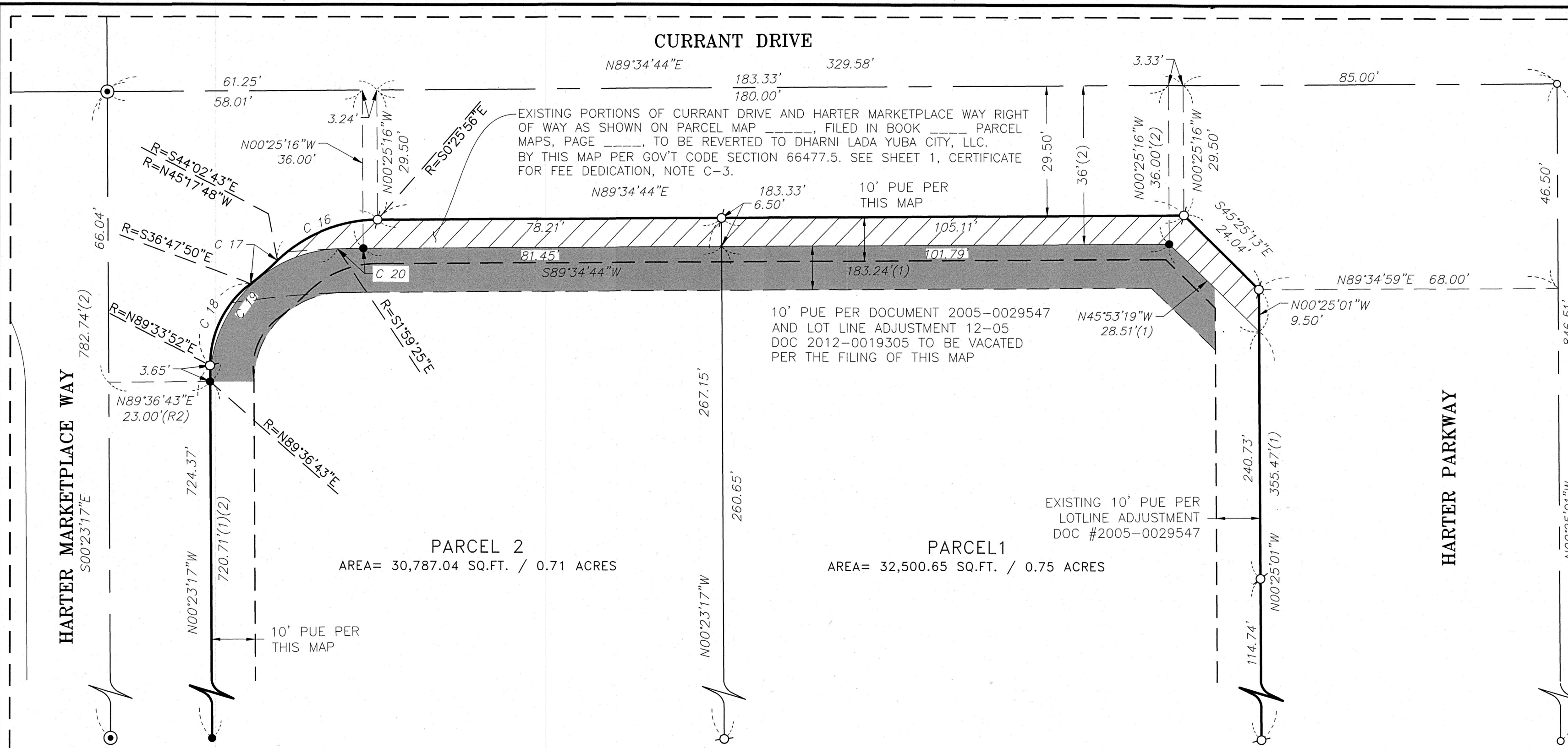
PARCEL MAP

BEING PARCEL C OF LOT LINE ADJUSTMENT 21-09 FOR HARTER PACKING COMPANY DOC #2021-0023789, SUTTER COUNTY RECORDS AND A PORTION OF SOUTHEAST ONE-QUARTER OF SECTION 17, TOWNSHIP 15 NORTH, RANGE 3 EAST, M.D.M CITY OF YUBA CITY COUNTY OF SUTTER STATE OF CALIFORNIA SHEET 2 OF 3 JANUARY 2024

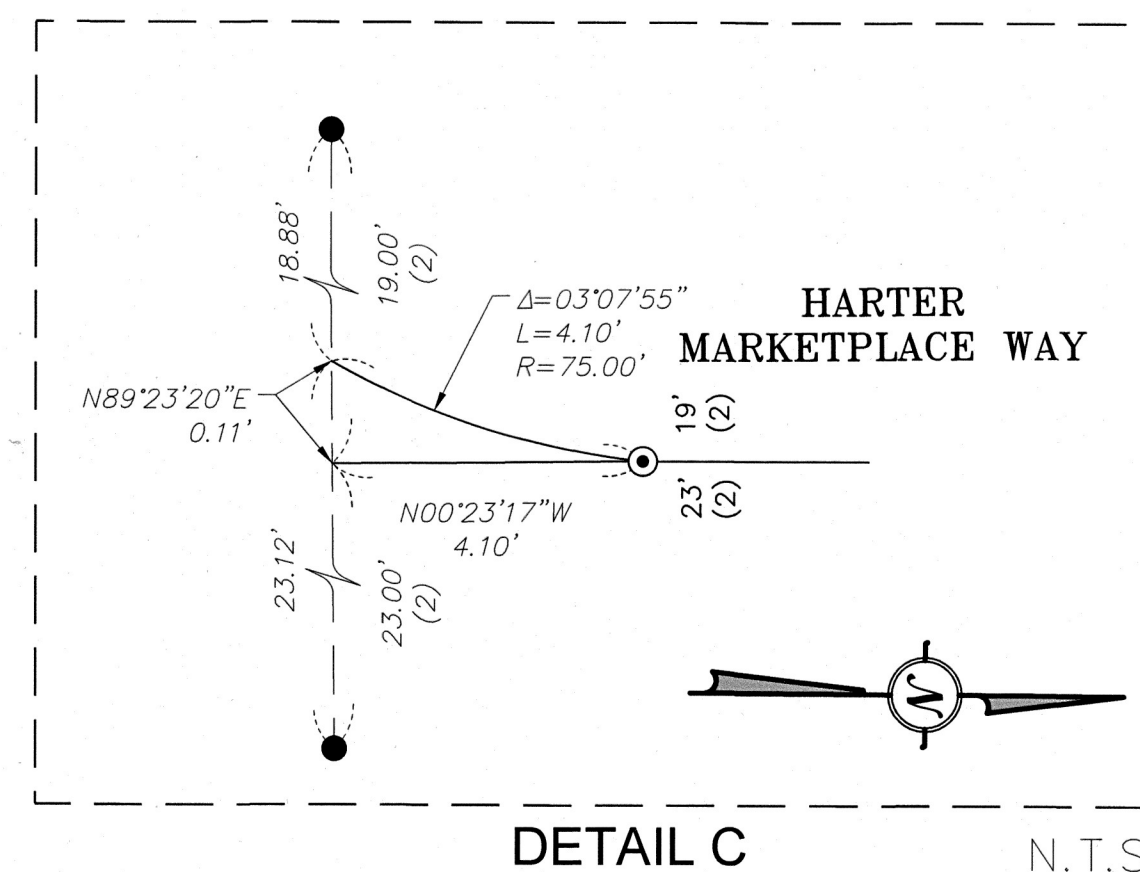
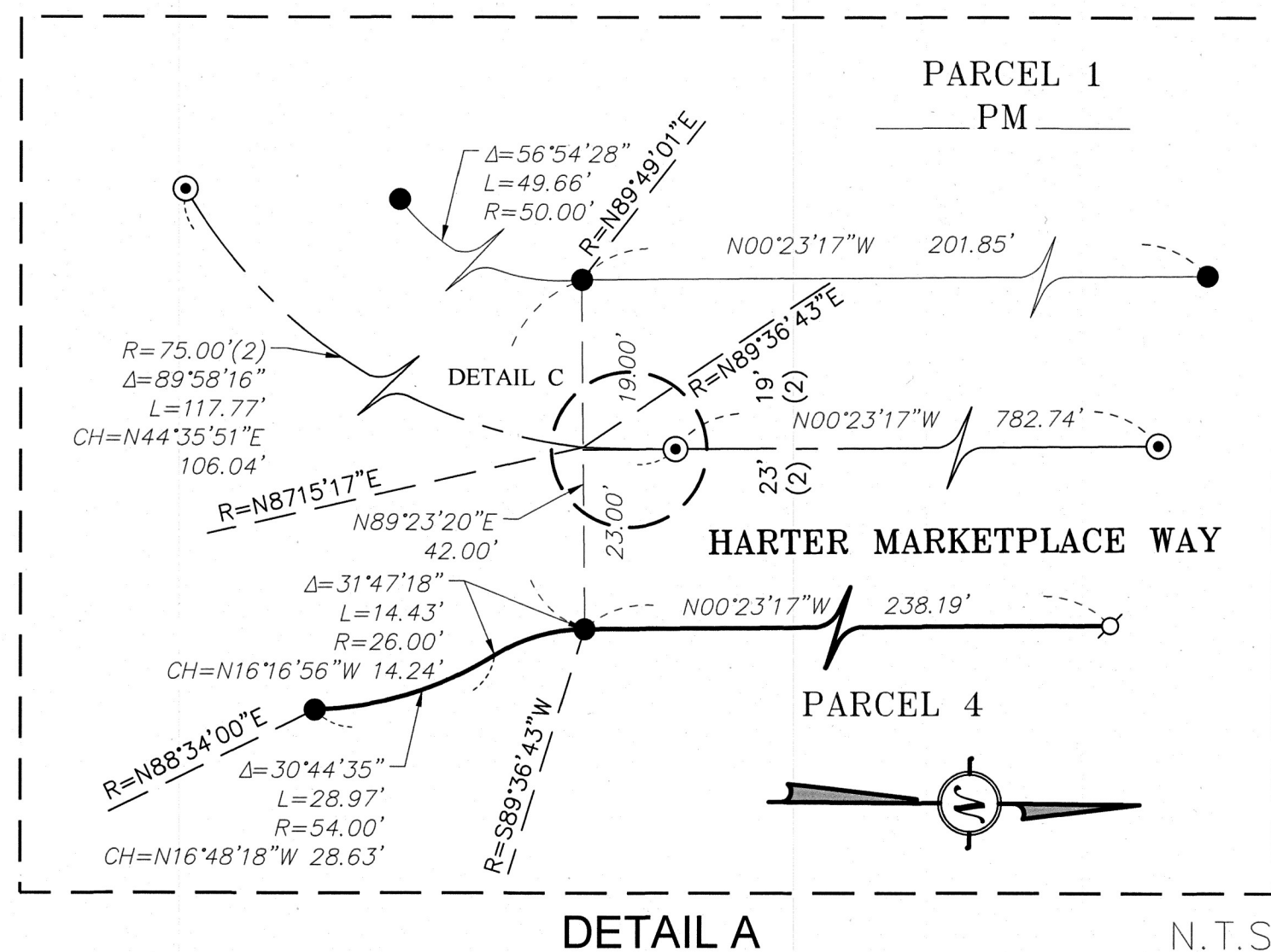


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ORANGEVALE, CA 95662
916-871-4789
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CURRENT DRIVE



DETAIL B



LEGEND

- FD. REBAR/CAP STAMPED
M.H.M LS 8457
- DIMENSION POINT
- ⊙ SURVEY MONUMENT WELL
- ⊗ SET 3/4" REBAR & CAP OR
COPPERWELD MONUMENT PLS 7576
- BOUNDARY
- () EMBRACES RECORD DATA
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- C REPRESENTS CALCULATED DATA
- M REPRESENTS MEASURED DATA
- R/W RIGHT-OF-WAY
- P.U.E. (PUBLIC UTILITY EASEMENT)
- W.C. WITNESS CORNER

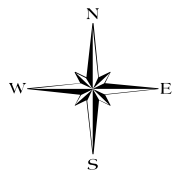
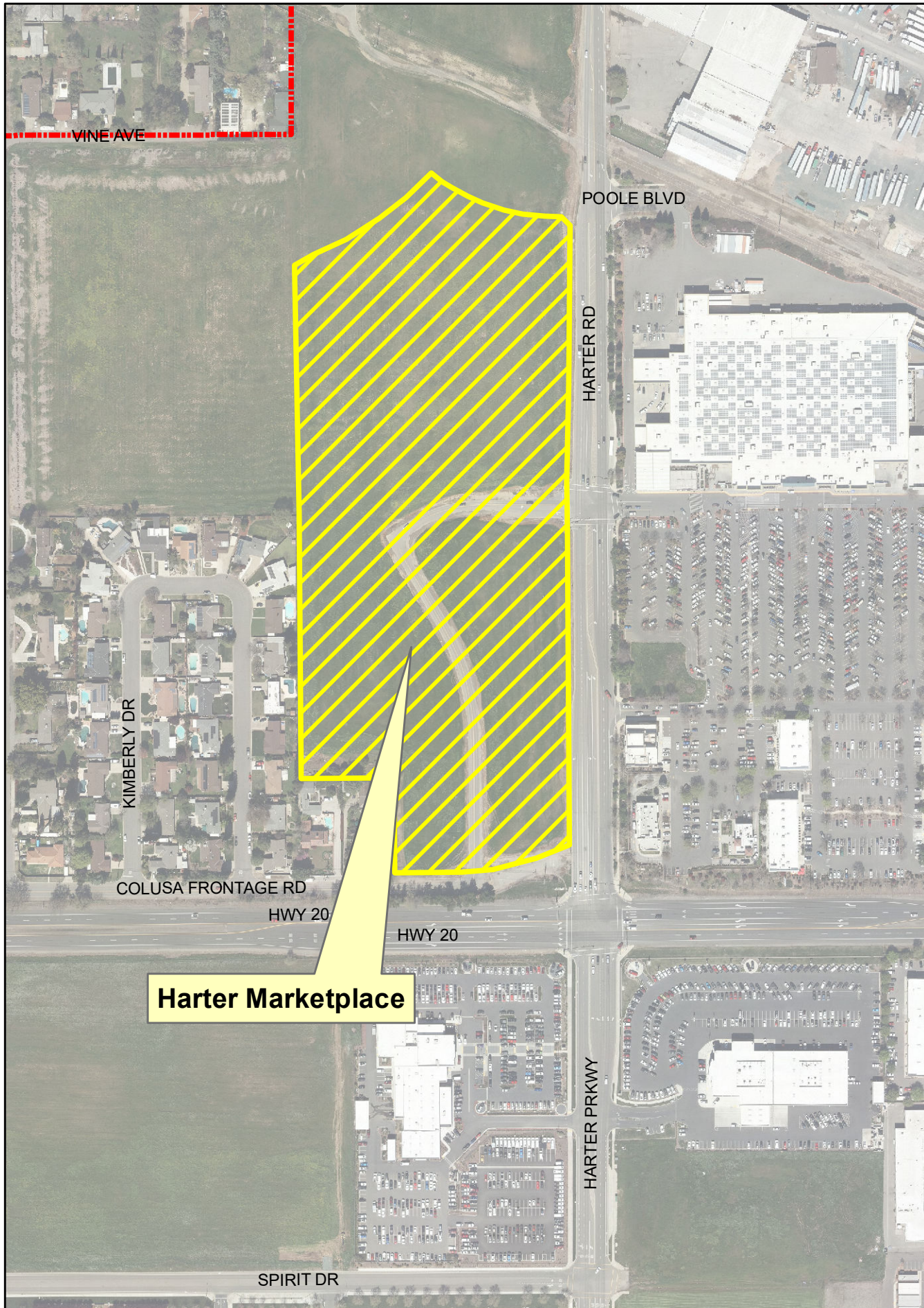
PARCEL MAP

BEING PARCEL C OF LOT LINE ADJUSTMENT 21-09 FOR
HARTER PACKING COMPANY DOC #2021-0023789,
SUTTER COUNTY RECORDS AND A PORTION OF SOUTHEAST
ONE-QUARTER OF SECTION 17,
TOWNSHIP 15 NORTH, RANGE 3 EAST, M.D.M
CITY OF YUBA CITY
COUNTY OF SUTTER STATE OF CALIFORNIA
SHEET 3 OF 3 JANUARY 2024



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ATTACHMENT “2”



Location Map: Harter Marketplace
Tentative Parcel Map 19-03

CITY OF YUBA CITY
STAFF REPORT

Date: March 19, 2024
To: Honorable Mayor & Members of the City Council;
From: Public Works
Presentation By: Ben Moody, Public Works & Development Services Director

Summary

Subject: Water Treatment Plant Alum Storage Tanks Replacement Project
Recommendation: Adopt a Resolution adopting a CEQA Class 1 Categorical Exemption, approving the plans and specifications for the Water Treatment Plant (WTP) Alum Storage Tanks Replacement Project and authorizing advertisement for bids on the project
Fiscal Impact: Engineer's Estimate: \$706,000 – Account No. 1324 (Alum Tank Replacement)

Purpose:

To maintain the City's water treatment operational effectiveness through proactive rehabilitation and major maintenance.

Council's Strategic Goal:

This project addresses the City Council's Strategic Goal to maintain, improve, and invest in the City's Infrastructure.

Background:

Aluminum Sulfate (Alum) is utilized in the water treatment process as a coagulant. Alum has been used as a coagulant in the City's water treatment process since 1969 (original WTP construction). The Alum systems comprises of two storage tanks, various chemical conveyance pipelines and pumps, that feed the Alum into the treatment process at three points that include a raw water pipeline, raw water rapid mixer chamber, and the membrane filtration system flash mixer.

One of the Alum storage tanks is a rubber-lined steel tank with a capacity of 8,275 gallons. The second Alum storage tank is an insulated high-density polyethylene (HDPE) tank with a capacity of 9,432 gallons. The rubber-lined tank is 55-years old and beyond its useful life. The HDPE tank is approximately 25-years old, having reached its useful life expectancy. Both tanks have damaged side walls that actively leak Alum and the exposed PVC piping and valves are at risk of imminent failure due to age and ongoing exposure to the elements. Both Alum tanks are located in a concrete basin that provides secondary chemical spill containment. The concrete surface of the containment area is deteriorating and needs to be re-coated.

The project scope replaces both tanks with new 8,900-gallon heavy-wall HDPE tanks specifically rated

for Alum. All tank and plant feed plumbing and valves will be replaced with new piping and valves. The project will also ensure compliance with OSHA and California Building Code requirements by installing new OSHA approved ladders, and installing wind and seismic restraints. Additionally, the 25-year-old concrete containment area will receive concrete repairs with a chemical resistant coating in order to maximize its 50-year life expectancy.

Analysis:

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

Advertise for bid:	April 2024
Open bids:	April 2024
Award contract:	May 2024
Start of construction:	July 2024
Complete construction:	August 2024

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

Fiscal Impact:

The estimated total project cost is approximately \$706,000. This estimate includes 20% contingency, 7.5% for Construction Management & Inspection, and 2.5% for City staff project management & administration. Account No. 1324 (Alum Tank Replacement) has approximately \$800,000. Detailed fiscal impacts and any appropriate transfers of funds will be presented to Council at the time of award based on actual bid amounts.

Environmental:

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

Alternatives:

1. Do not approve the plans and specifications and delay project implementation. This may result in significant impacts to the WTP treatment process.
2. Direct staff to modify the proposed plans and specifications.

Attachments:

1. Resolution - WTP Alum Storage Tanks Replacement (23-04) Approval of Plans and Specifications

Prepared By:
Nick Menezes
Associate Civil Engineer

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
ADOPTING A CEQA CLASS 1 CATEGORICAL EXEMPTION, APPROVING
THE PLANS AND SPECIFICATIONS FOR THE WTP ALUM STORAGE
TANKS REPLACEMENT PROJECT (23-04), AND AUTHORIZING
ADVERTISEMENT FOR BIDS ON THE PROJECT**

WHEREAS, the Public Works Department intends to solicit bids for construction of the WTP Alum Storage Tanks Replacement Project (23-04) (Project).

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

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

The foregoing Resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 19th day of March 2024.

AYES:

NOES:

ABSENT:

Shon Harris, Mayor

ATTEST:

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY:

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

CITY OF YUBA CITY
STAFF REPORT

Date: March 19, 2024
To: Honorable Mayor & Members of the City Council;
From: Public Works
Presentation By: Kevin Bradford, Deputy Public Works Director - Engineering

Summary

Subject: Bridge Street Widening - Contingency Increase

Recommendation: Adopt a Resolution which takes the following actions:

A. Authorizes an increase in the construction contingency of \$392,350.11 with a finding that it is in the best interest of the City

B. Authorizes the Finance Director to make the necessary related budget transfers and supplemental appropriations to fund the contingency increase

Fiscal Impact: \$392,350.11 – Account No. 1187 (Bridge Street Widening)

Purpose:

To closeout the Bridge Street Widening Project.

Council's Strategic Goal:

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

Background:

In March 2022, Council awarded a construction contract to Knife River Construction of Chico, CA and a professional services agreement to Knight CM Group of Gold River, CA to perform construction management and inspection services on behalf of the City for the Bridge Street Widening Project between Gray Avenue and Cooper Avenue. Construction commenced in May 2022, was temporarily suspended in December 2022 due to severe winter storms and wet weather, and was completed last fall.

In March 2023, Council awarded an amendment to Knight CM Group's contract to assure continued construction management and inspection services throughout the 2023 construction season. At that time, it was anticipated that Knife River Construction's authorized contingency amount would be sufficient to complete the project.

Analysis:

While there are a few punch list items remaining to be completed, the various change orders authorized during construction have increased the Knife River Construction contract amount to \$9,594,453.11. This exceeds the total amount of \$9,202,103 authorized by Council with the award. Staff authorized the change order work to proceed on a time and materials basis in order to keep the project moving forward and minimize the City's liability for delay claims by the contractor, which likely would have forced the project into a third construction season. The large items contributing to the increased contract amount are as follows:

- PG&E Joint Trench Potholing (\$145,000)
- Storm drain re-design modifications (\$235,000)
- Revised water main connections (\$115,000)
- Revised Traffic Control Plans (\$568,000)
- Electrical Modifications (\$241,000)

PG&E Joint Trench Potholing

The City is coordinating with PG&E to relocate the existing overhead utilities to below ground throughout the project limits. PG&E is proposing several underground conduit crossings of Bridge Street. The cost for this item included verifying the depths of existing utilities by potholing at each PG&E conduit crossing location while maintaining 2 lanes of traffic on Bridge Street over a period of 4 weeks.

Storm drain re-design modifications

The contract potholing efforts uncovered several conflicts between the proposed storm drain facilities and existing utilities. This required a re-design of the proposed storm drain system with numerous new or modified storm drain inlet pipelines.

Revised water main connections

The original design required City crews to perform all connections to existing water mains in order to assure public health requirements for maintaining the water system. Due to staffing and workload impacts, the City requested that the contractor perform connections at the major intersections of Gray Avenue, Clark Avenue, and Cooper Avenue under the direction of one of the City's certified water distribution operators.

Revised Traffic Control/Stage Construction

The original design called for traffic being shifted to one side of the road while all construction activities, including underground utility installations, were performed on the other side of the road. With the numerous utility conflicts identified during potholing, staff decided to require all underground utility installations to be performed first while shifting travel lanes as necessary to facilitate the work. This resulted in a substantial increase in traffic control costs, but avoided re-work of underground utility installations due to potential unforeseen conflicts with existing utilities. The cost to re-work such installations after they had been paved over would likely have been much larger than the increased traffic control costs.

Electrical Modifications

The original contract intended to re-use all existing traffic signal conduits, including the main conduit that connects all 3 signalized intersections. During construction, it was discovered that several of these conduits were damaged and not suitable for re-use. Additionally, 18 new decorative pedestrian push button posts and related conduit runs were required to meet ADA-requirements.

Fiscal Impact:

The required contingency increase is calculated as follows:

Total Contract Amount Earned: \$9,594,453.11
Total Contract Amount Authorized: \$9,202,103.00
Contingency Increase Required: \$ 392,350.11

To fund the contingency increase, staff recommends the following budget transfers:

- \$144,492.49 from Account No. 931243-65501 (Bridge Street Utility Undergrounding) to 931187-65501 for the PG&E Potholing efforts
- \$115,662.74 from Account No. 971093-65501 (Replacement and Major Maintenance of Water Lines) to Account No. 971187-65501 for the water main connections
- \$132,194.88 from Account No. 911025-65501 (Drainage Improvements) to Account No. 911187-65504 for the storm drain modifications

There are sufficient funds available in all the various accounts above to accommodate the recommended transfers while completing planned work related to those accounts.

Alternatives:

There is no practical alternative to increasing the construction contingency. The work has been performed and determined to be reasonable and consistent with industry standards. Council could elect to fund the increase using other funding sources, if desired.

Recommendation:

Adopt a Resolution which takes the following actions:

1. Authorize an increase in the construction contingency of \$392,350.11 with a finding that it is in the best interest of the City
2. Authorize the Finance Director to make the necessary related budget transfers and supplemental appropriations to fund the contingency increase

Attachments:

1. Resolution - Bridge St Widening Contingency Increase

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 AN IN THE CONSTRUCTION CONTINGENCY FOR THE BRIDGE STREET
WIDENING – GRAY AVENUE TO COOPER AVENUE PROJECT AND AUTHORIZING THE
FINANCE DIRECTOR TO MAKE RELATED BUDGET TRANSFERS**

WHEREAS, on March 1, 2022, the City Council awarded a construction contract to Baldwin Contracting Company, DBA Knife River Construction, of Chico, CA in the amount of their total bid of \$8,054,003.00 for the Bridge Street Widening – Gray Avenue to Cooper Avenue Project (Project); and

WHEREAS, with the contract award the City Council authorized a construction contingency of \$1,208,100.00, which is equal to 15% of the contract amount; and

WHEREAS, construction on the Project commenced on May 23, 2022 and was subsequently delayed due to several existing utility conflicts with the proposed sewer and storm lines requiring a re-design of these facilities, as well as extensive coordination with PG&E regarding the City's proposed Rule 20A Undergrounding project for this portion of Bridge Street, resulting in a winter suspension of the Project; and

WHEREAS, there are a few punch list items remaining to be completed on the Project, staff has now determined that the total amount necessary to complete construction of the Project totals \$9,594,453.11; and

WHEREAS, staff authorized change order work to proceed on a time and materials basis in order to keep the project moving forward and minimize the City's liability for delay claims by the contractor, which likely would have forced the project into a third construction season; and

WHEREAS, the change order work included large items such as PG&E joint trench potholing (\$145,000), storm drain re-design modifications (\$235,000), revised water main connections (\$115,000), revised traffic control (\$568,000), and electrical modifications (\$241,000), all of which were in the public's best interest.

NOW, THEREFORE, the City Council of the City of Yuba City resolves as follows:

1. The City Council finds that all of the facts set forth in the recitals above are true and correct and incorporated herein.
2. The City Council of the City of Yuba City authorizes an increase in the construction contingency of \$392,350.11 with a finding that it is in the best interest of the City.
3. The City Council of the City of Yuba City authorizes the Finance Director to make the necessary related budget transfers and supplemental appropriations to fund the contingency increase.

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 19th day of March, 2024.

AYES:

NOES:

ABSENT:

ATTEST:

Shon Harris, Mayor

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY:

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

CITY OF YUBA CITY
STAFF REPORT

Date: March 19, 2024
To: Honorable Mayor & Members of the City Council;
From: Administration Department
Presentation By: Diana Langley, City Manager, Brynda Stranix, YSEDC District Director

Summary

Subject: Yuba-Sutter Economic Development Corporation
2023 CEDS Annual Performance Evaluation and CEDS Appendices I, IV, and V updates

Recommendation: Adopt a Resolution approving the 2023 Comprehensive Economic Development Annual Performance Report and the updated Appendices I, IV, and V as prepared by the Yuba-Sutter Economic Development Corporation and authorize its submittal to the United States Department of Commerce, Economic Development Administration

Fiscal Impact: None

Purpose:

To receive the 2023 Comprehensive Economic Development Strategy (CEDS) Annual Performance and Evaluation, and discuss the 2023 CEDS Annual Performance and Evaluation.

Council's Strategic Goal:

This item aligns with the City Council's strategic goal of being business-friendly.

Background:

This Comprehensive Economic Development Strategy (CEDS) is the result of a local planning process designed to guide the economic growth of the Yuba-Sutter region. The CEDS process helps create jobs, foster a more stable and diverse economy, and improve living conditions. It provides a mechanism for coordinating the efforts of individuals, organizations, local governments, and private industry concerned with economic development.

An annual CEDS Performance Report is required to qualify for U.S. Department of Commerce, Economic Development Administration (EDA) assistance under its public works, economic adjustment, and most planning programs.

This evaluation document represents the goals and objectives of the Yuba-Sutter Economic Development District which is comprised of Yuba and Sutter Counties and the cities of Marysville, Live Oak, Wheatland and Yuba City.

Analysis:

The CEDS process is a continuing economic development planning process, developed with broad-based and diverse community participation. Included in the packet is the CEDS 2023 Annual Performance Report and updates to Appendices I, IV, and V:

- Listing of CEDS Committee Members and Staff
- Adjustment to the Strategy and comparative review of regional performance in labor force, unemployment, per capita personal income, average wages, number of establishments and gross domestic product.
- A performance metrics comparison 2023 versus 2022 in employment/workforce, economic performance and education attainment.
- Evaluation of progress on goals and tactics as identified in the CEDS document
- A report on economic development activities of YSEDC
- Also provided are the following updates to the following appendices:
 1. Appendix I, Data Profiles: An in-depth review on employment, workforce, industry performance, wages and demographics of the Yuba-Sutter region.
 2. Appendix IV, Agricultural Economic Profile: Designed to ensure understanding of the impact agriculture has on the region.
 3. Appendix V, Public Works Projects: This list of projects identifies the needs of the region and reflects the goals of the CEDS.

The 2023 CEDS Annual Performance Report reflects how the specific challenges and opportunities of the Yuba-Sutter Economic Development District were addressed and assesses the state of the regional economy, the opportunities and threats posed by external trends and forces and the progress made toward achieving regional vitality and sustainability.

Data and information for the 2023 CEDS Performance Report was collected from a variety of sources which included a survey of 86 community implementation partners from both public and private sectors, U.S. Census Bureau, U.S. Bureau of Labor Statistics, California Employment Development Department and American Community Survey.

The report shows positive progress forward to achieving the Yuba-Sutter regional vision to foster a vibrant, prosperous and Growing Yuba-Sutter region through exceptional leadership and involvement of the community.

The 2020-2025 Comprehensive Economic Development Strategy and appendices are available for review at: <https://www.chooseyubasutter.com/strategy>

Fiscal Impact:

None

Alternatives:

Do not approve the Yuba-Sutter Economic Development District 2023 Comprehensive Economic

Development Performance Report and updated Appendices I, IV, and V.

Recommendation:

Adopt a Resolution approving the 2023 Comprehensive Economic Development Annual Performance Report and updated Appendices I, IV, and V as prepared by the Yuba-Sutter Economic Development Corporation and authorize its submittal to the United States Department of Commerce, Economic Development Administration.

Attachments:

1. YSEDC Resolution Approving the 2023 Comprehensive Economic Development Strategy and updates to Appendices I, IV, V
2. 2023 CEDS Performance and Update Report_FINAL REVISIONS
3. CEDS Appendix I Data Profiles 2023_FINAL
4. CEDS Appendix IV Agriculture Economic Profile 2023 FINAL
5. CEDS Appendix V Public Works Projects 2023 FINAL

Prepared By:
Brynda Stranix
YSEDC District Director

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO.

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
APPROVING THE 2023 COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGY
ANNUAL PERFORMANCE REPORT AND UPDATES TO APPENDICES I, IV, AND V AS
PREPARED BY THE YUBA-SUTTER ECONOMIC DEVELOPMENT CORPORATION AND
THE COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGY**

WHEREAS, U.S. Department of Commerce, Economic Development Administration (EDA) requires the preparation and adoption of a Comprehensive Economic Development Strategy (CEDS) by the local Comprehensive Economic Development Strategy Committee to contain public works projects approved by the City of Yuba City, the CEDS Committee, Yuba-Sutter Economic Development District and EDA prior to consideration of federal funding of said public works projects; and

WHEREAS, the CEDS Committee began preparation of the required CEDS Annual Performance Report in December 2023, and approved and adopted said document March 19, 2024; and

WHEREAS, said action also directed the CEDS Annual Performance Report and updates of Appendices I, IV and V of the CEDS document be submitted to the City of Yuba City Council for its review and action;

NOW THEREFORE BE IT RESOLVED, that the City of Yuba City Council, after reviewing said documents, hereby approves the report and authorizes submittal of the CEDS Annual Performance Report and related documents to the Economic Development Administration.

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 March 19, 2024 by the following vote:

AYES:

NOES:

ABSENT:

Shon Harris, Mayor

ATTEST:

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY:

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

ATTACHMENT 2



YUBA-SUTTER ECONOMIC DEVELOPMENT DISTRICT 2023 CEDS ANNUAL PERFORMANCE REPORT

ABSTRACT

The Annual CEDS Performance Report for 2023 analyzes the Yuba-Sutter region's current economic conditions and serves as an update on the region's progress towards reaching regional goals and objectives. This report covers a period from January 1 through December 31, 2023



YUBA-SUTTER ECONOMIC DEVELOPMENT CORPORATION

2023 Annual CEDS Performance and Update Report

EDA Investment #22SEA3020024

Introduction

Yuba-Sutter Economic Development Corporation (YSEDC), established in 1994 to support economic development efforts, is organized as a nonprofit private corporation governed by a 23-member board of directors. The corporation represents business interests of both public and private sectors within the Yuba City Metropolitan Statistical Area.

The corporation was designated as an Economic Development District (EDD) by the U.S. Department of Commerce, Economic Development Administration (EDA) in 1996. Yuba-Sutter Economic Development District (YSEDD) is synonymous with Yuba-Sutter Economic Development Corporation (YSEDC). The district is comprised of the counties of Sutter and Yuba and the cities of Live Oak, Marysville, Wheatland, and Yuba City. The region is referred to as the Yuba City Metropolitan Statistical Area (MSA) as defined by U.S. Office of Management and Budget and used by the U.S. Census Bureau and other U.S. government agencies for statistical purposes. The U.S. Department of Commerce Economic Development Administration provides financial assistance to designated districts for the purpose of developing an Economic Development Strategy and provides funding, in part, for community development planning designed to assist in alleviating economic distress and unemployment.

The Comprehensive Economic Development Strategy (CEDS) document is a significant component of remaining a designated EDD. YSEDC updates the region's CEDS and submits a performance report annually. The CEDS document and appendices can be found on YSEDC's website: <https://www.chooseyubasutter.com/strategy>

Yuba-Sutter Economic Development Corporation is pleased to submit its 2023 CEDS Annual Performance Report to the EDA.

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2023 Annual Performance Report

This report analyzes the Yuba-Sutter region's current economic conditions and serves as an update on the progress toward reaching regional goals and objectives and implementing the region's plan of action.

CEDS Committee

The CEDS committee completed the process of the five-year update of the CEDS (2020-2025), and it was approved by the Department of Commerce Economic Development Administration on August 8, 2020. The 2022-2023 CEDS committee composition consists of the following members representing both the private and public sectors. There are no changes to the staff or the capacity of the organization to support the development or implementation of the CEDS.

Private Sector			
Name	Company/Organization	Position	Interest Group
Gus Becerra	Regional Housing Authority	CEO	Nonprofit, housing, low-income
Robert Bendorf	Hard Rock Hotel and Casino Sacramento	Director of Government Relations	Consultant, businesses
Camille Benner	Habitat for Humanity	Director of Family Services	Nonprofit, Affordable Housing, Low-income, Poverty
Mark Birtha	Hard Rock Hotel and Casino Sacramento	CEO	Hospitality, Restaurant, Private Individual
Arun Bhardwaj	US Bank	Assistant V.P.	Banking/Finance, Community Leader
Molly Bloom	Sutter County Museum	Museum Director	Nonprofit, Arts & Culture
Johnny Burke	Sutter Yuba Homeless Consortium	Director	Nonprofit, Private Individual
George Carpenter	Sutter Pointe	Vice President	Construction, Housing, Private Individual
Laurie Johnson	Y.S. Farm Bureau	Executive Director	Agriculture, Workforce Development
Thomas Engler	Marysville Flood Protection	P.E., CFM	Government, City of Marysville
Rachel Farrell	Harmony Health	CEO	Healthcare, Private Individual
Chuck Ferguson	The Work Hub	Owner	Entrepreneur & Startup Bus Development, community workplaces
Johnnise Foster-Downs	PG &E	Public Affairs	Utilities, Private Individual
Matt Goody	UA Local Union 228	Business Manager	Union, Private Individual
Beth Hammes	Local Union 228	Training Coordinator	Union, Private Individual
Bob Harlan	Yuba-Sutter-Colusa United Way	Executive Director	Nonprofit, Low-income, Poverty, Community Leader
Cathy LeBlanc	Camptonville Community Partnership	Executive Director	Nonprofit, Environmental, Community Leader
Alyssa Lindman	Sutter Buttes Regional Land Trust	Executive Director	Natural Resources, Education, , Environmental, Tourism
Julius Murphy	The Salvation Yuba Sutter Corps	Corps Officer	Nonprofit, Low-income, Poverty, Community Leader
John Nicoletti	Habitat for Humanity Yuba Sutter	Public Relations	Nonprofit, Low-income, Poverty, Community Leader
Joe Pacheco	Northrop Grumman	BAFB Lead Executive	Private sector, Aeronautics
David Read	Yuba-Sutter Regional Arts Council	CEO	Arts & Culture, Nonprofit, Education
Cynthia Roderick	YSEDC/YSEDD	Grant Specialist	Economic Development, Business Development, Capacity Building
Janelle Willis	Yuba-Sutter Chamber of Commerce	CEO	Economic Development, Tourism, Business Assistance and Education, Community Leader
Brynda Stranix	YSEDC/YSEDD	President/COO	Economic & Business Development, Poverty, Community Leader
Tim Styczynski	Bridge Coffee Co.	Owner	Retail, Private Individual
Tom Williams	Yuba River Moulding & Millworks	President	Manufacturing, Private Individual

Public Sector			
Name	Company/Organization	Position	Interest Group
Gary Arnold	Caltrans	Associate Transportation Planner	Government, State, CA, Transportation
Blaze Baker	Beale AFB	Installation Management Flight Chief	Government, Military, BAFB
Rinky Basi	Sutter County One Stop	CEO	Public, Workforce, Education
Swarnjit Boyal	OPUD	Manager	Wastewater, water
Michael Bessette	Sutter Butte Flood Control Agency	Executive Director	Butte, Sutter, Cities of Biggs, Gridley, Live Oak, Yuba City & Levee Districts 1, 9
Don Blaser	Yuba County	Board of Supervisors	Government, Yuba County
Kevin Bradford	City of Yuba City	Public Works	Government, Yuba City, Public Works
Jeremy Brown	Yuba College	Vice-President	Education, Public
Samuel Bunton	Yuba County	Director of Public Works	Government, Yuba County
Brian Davis	Linda County Water District	General Manager	Government, District
Tawny Dotson	Yuba College	President	Education, Public, Yuba Sutter
Rachel Downs	Yuba County	Community Development & Services Agency	Government, Yuba County
Dan Flores	City of Marysville	Community and Economic Development	Government, City of Marysville
Neal Hay	Sutter County	Director Development Services	Government, Sutter County, Public Works
Brennan Howell	Beale AFB	Lt. Col., USAF Commander	Government, Military, BAFB
Caron Job	Yuba County One Stop	CEO	Government, Education, Workforce
Suki Johal	Caltrans	Associate Transportation Planner - District 3	Government, State, CA, Transportation
Kimberly Matta	Yuba County Airport Projects	Y.C. Airport Administrator	Government, Yuba County
Jason Kopping	Yuba County Airport Projects	Y.C. Airport CEO	Government, Yuba County
Diana Langley	City of Yuba City	City Manager	Government, Yuba City
Mike Lee	Yuba County	Community Development & Services Agency Director	Government, Yuba County
Creig Marcus	Enterprise Rancheria Estom Yumeka Maidu	Tribal Administrator	Native American, workforce, tourism
Mathew Mauk	Yuba Sutter Transit	Executive Director	Government, District, Transportation
Patrick Meagher	RD 784	Reclamation District Manager	Government, District, Flood Control
Ymelda Mendoza-Flores	BETTER WAY	Homeless Services Program Coordinator	Government, Homeless, Better Way
Ben Moody	City of Yuba City	Director of Public Works & Development Services	Government, Yuba City
Kyle Morgado	Yuba County TRLIA	Operations Manager	Government, Yuba County, Flood Protection
Aaron Palmer	City of Live Oak	City Manager	Government, Live Oak
Sami Nall	Yuba Water Agency	Flood Risk Manager	Government, Yuba County, Flood Protection
Sean Powers	Yuba County	Assistant CAO	Government, Yuba County
Jim Schaad	City of Marysville	City Manager	Government, City of Marysville
Jackie Sillman	Yuba Water Agency	Community Relations	Government, Hydro Power, Flood Control
John Tillotson, PE	OPUD	Director of Public Works	Government, District, Olivehurst
Bill Zenoni	City of Wheatland	City Manager	Government, City of Wheatland

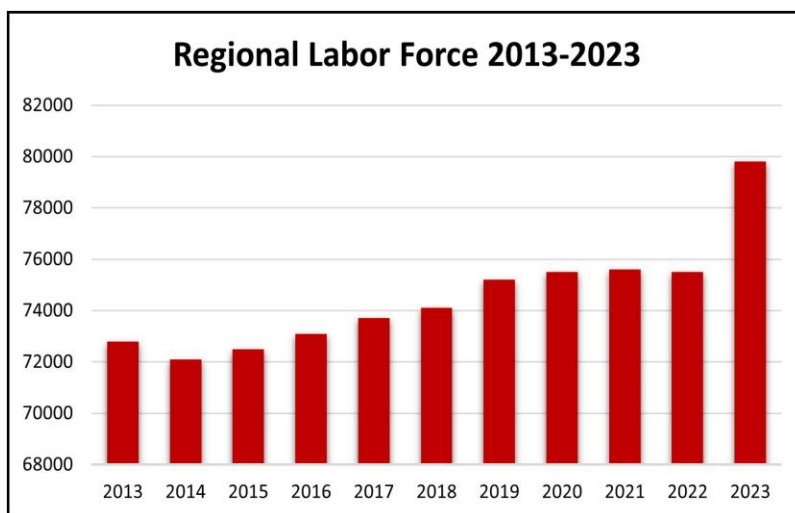
Adjustment to the Strategy

In 2020, YSEDD/YSEDC completed its five-year update of the Comprehensive Economic Development Strategy. The process began in February of 2020 and was approved by the Department of Commerce Economic Development Administration in August 2020. A comprehensive community-wide SWOT analysis and survey was conducted, analyzed, reviewed and new regional goals and tactics were set or strengthened. Since the completion of the 2020-2025 CEDS five-year update, the Yuba City, CA MSA economic strength ranking ranks 148 out of 384 Metropolitan Statistical Areas. Since 2016, it improved by 126 rankings according to POLICOM, an independent research company that specializes in studying the dynamics of local economies.

Although the COVID-19 pandemic had a major impact on all sectors of the region, both private and public, the region has bounced back for the most part except for three factors which are currently affecting businesses in the region. These factors include workforce issues including wages and cost of living and are reflected in the region's demographics.

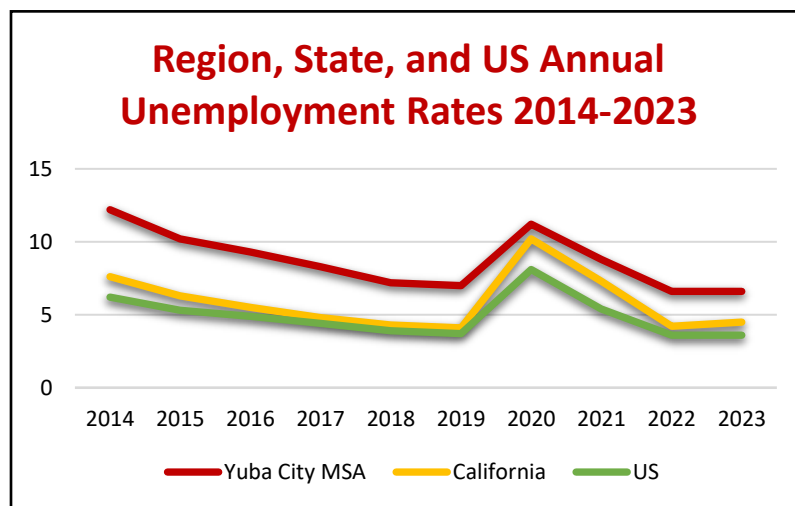
Labor Force

The region's economic activity and well-being is reflected to large degree by the number and types of jobs available. Between December 2022 and December 2023, the region's annual labor force increased from 75,500 to 79,800 which was a 5.79 percent increase over the year. Between 2013 and 2023, the number of individuals counted as part of the labor force increased by 4,900 or 6.54 percent over the 10 years. The region has 58.3 percent participation rate. For purposes of comparison, California has 63.9 percent, and the nation has 63.2 percent. The region is currently experiencing an abundance of jobs but is lacking an experienced/trained workforce to fill these jobs. Source: State of California Employment Development Department – Labor Market Information



Unemployment

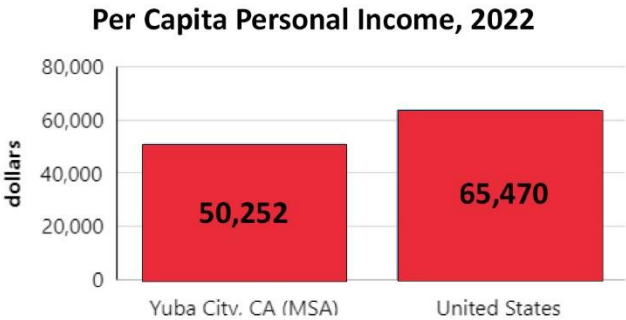
The region's 2023 annual average unemployment rate (6.3 percent) was 183.3 percent higher than the national average (3.6 percent) and 147 percent higher than the state's (4.5 percent). Rates are not seasonally adjusted. Since the Yuba Sutter Economic Development District was formed, the gap between the regional and national annual average unemployment rate has been closing. In 1996, the annual average unemployment rate for the region was 15.3 percent and the national 5.5 percent, a 283 percent difference compared to the January 2021 rate, (Yuba City MSA 10.2. vs National 6.8 percent), a difference of 150 percent.



Source: State of California Employment Development Department – Labor Market Information & Bureau of Labor Statistics

Per Capita Personal Income

Per capita personal income is widely used as an indicator of the economic well-being of the residents in an area. Changes in these figures provide evidence that regions are becoming wealthy as compared to a national benchmark. It is a measure of all income sources, wages and salaries, asset income and transfer payments divided by total population. In 2022, Yuba City, CA (MSA) had a per capita personal income (PCPI) of \$50,252. This PCPI ranked 279th in the United States and was 76.8 percent of the national average of \$65,470. The 2022 PCPI reflected a decrease of 2.2 percent from 2021. The 2021–2022 national change was 1.6 percent. In 2012, the PCPI of Yuba City, CA (MSA) was \$33,931 and ranked 308th in the United States. The 2012–2022 compound annual growth rate of PCPI was 4 percent. The compound annual growth rate for the nation was 4 percent.

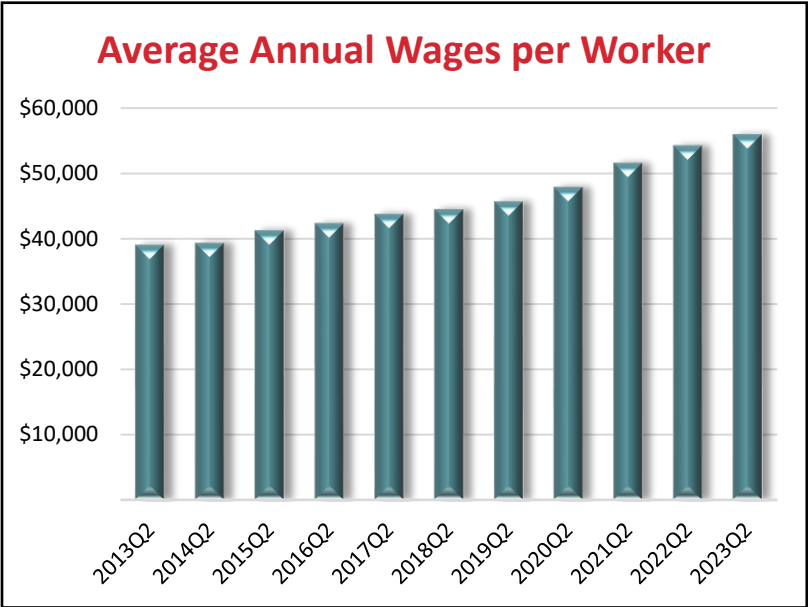


In 2022, Yuba City, CA (MSA) had a personal income of \$9,186,797. This personal income ranked 255th in the United States. In 2012, the personal income of Yuba City, CA (MSA) was \$5,697,583 and ranked 260th in the United States. (Source: U.S Department of Commerce Bureau of Economic Analysis).

**Personal income estimates are in thousands of dollars, not adjusted for inflation.*

Average Wages

The average worker in the Yuba City MSA earned annual average wages of \$55,907 as of 2023Q2. Average annual wages per worker increased 3.6 percent in the region over the preceding four quarters. For comparison purposes, national annual average wages were \$70,318 for the same period. The lower wages are generally attributed to the fact that the region is predominately rural with the largest industry sectors being Agriculture, Forestry, Fishing and Hunting, and Retail Trade.



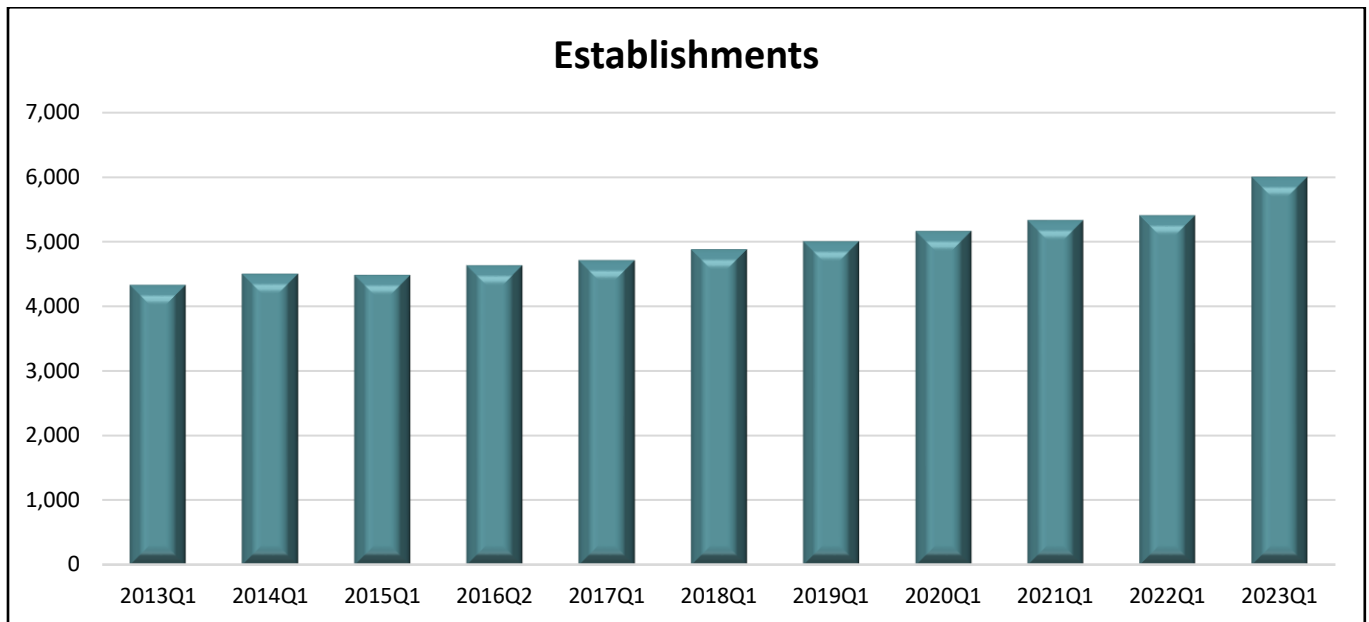
Sectors in the Yuba City, CA MSA with the highest average wages per worker are Mining, Quarrying, and Oil and Gas Extraction (\$117,824), Management of Companies and Enterprises (\$94,641), and Utilities (\$91,491). Regional sectors with the best job growth (or most moderate job losses) over the last 5 years are Accommodation and Food Services (+1,997 jobs), Transportation and Warehousing (+1,211), and Health Care and Social Assistance (+985).

Over the next 1 year, employment in the Yuba City, CA MSA is projected to expand by 384 jobs. The fastest growing sector in the

region is expected to be Health Care and Social Assistance with a +1.6% year-over-year rate of growth. The strongest forecast by number of jobs over this period is expected for Health Care and Social Assistance (+151 jobs), Accommodation and Food Services (+36), and Agriculture, Forestry, Fishing and Hunting (+28).

Establishments

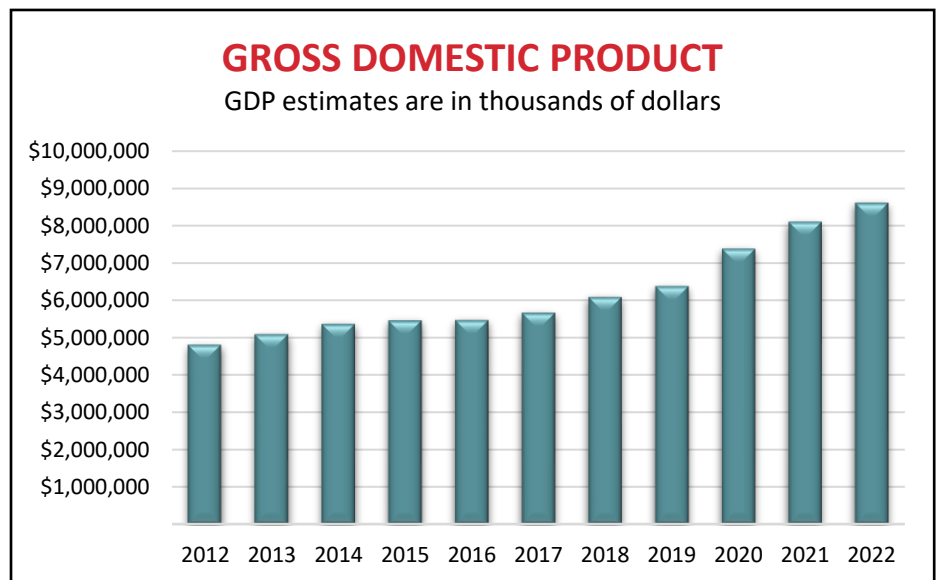
Establishment counts represent the number of locations with paid employees at any time during the year. Growth in the number of establishments can reflect increased tax base and jobs. In 2023Q1, Yuba City MSA had 5,408 establishments, a 2.25 percent increase from 5,289 in 2022Q1. Source: JobsEQ



Gross Domestic Product

Gross Domestic Product (GDP) is the total value of goods and services produced by the region. In 2022, Yuba City MSA produced \$8,608,166,000 in current-dollar total GDP* compared to 2021 total GDP of \$8,104,050,000. This GDP ranked 272nd among MSAs. In 2022, real GDP expanded 6.2 percent. This follows growth of 9.3 percent in 2021.

Industry Composition: Goods-and services-producing industries and government comprise total GDP. Industry statistics reflect the value of goods and services produced by each of those industries located in Yuba City MSA. Of the sectors in the Yuba City, CA MSA, Health Care and Social Assistance contributed the largest portion of GDP in 2022 at \$800,232,000. The next largest contributions came from Unclassified (\$755,386,000); Public Administration (\$728,757,000); and Real Estate and Rental and Leasing (\$625,653,000).



(Source: U.S Department of Commerce Bureau of Economic Analysis).

Performance Measures

An evaluation framework serves as a mechanism to gauge progress on the implementation of the overall CEDS. It is a crucial element of the ongoing planning process and should answer the questions “How are we doing?” and “What can we do better?”

The following performance measures help to provide a framework for evaluating if the progress of activities in achieving the vision, goals, and objectives of the CEDS are making a difference in the local economy. The metrics are broad measures of progress. Improvement in the metrics may be attributed to external factors other than causally related to the economic and workforce development efforts underway in the region.

Performance Metrics

1. **Wealth Creation** Gross Domestic Product (GDP) – Has real GDP increased in the region compared to the previous 12 months?
2. **Employment Growth** – Has employment increased in the Yuba-Sutter region compared to the previous 12 months?
3. **Job Earnings** – Has the percentage of job earnings in the region increased compared to the previous 12 months?
4. **Poverty Rate** – Is the percentage of individuals in the region below the national level?
5. **Education** – What is the percentage of education attainment as compared to the national level?
6. **Unemployment Rate** – Has the unemployment rate decreased compared to the previous 12 months?

Performance Metrics Comparison 2022 versus 2023

Employment/Workforce - Yuba City MSA

	2022	2023	Trend
Industry Employment (Annual)	56,600	57,500	↑ 1.6%
Labor Force	75,500	79,800	↑ 5.7%
Unemployment (Annual Not Adjusted)	6.15%	6.64%	↑ 7.97%
Annual Wages (Q3)	\$54,183	\$55,907	↑ 5.6%

Economic - Yuba City MSA/USA

	Yuba City MSA 2022	Yuba City MSA 2023	USA 2023	Trend
Poverty Levels	14%	13.8%	12.6%	↓ 1.4%
Median Household Income	\$61,676	\$71,066	\$74,580	↑ 15.2%
	Yuba City MSA 2021	Yuba City MSA 2022		
Wealth Creation (Gross Domestic Product) 2021 vs 2022	\$8,104,050,000	\$8,608,166,000		↑ 6.22%

Education Attainment - Yuba City MSA/USA

	Yuba City MSA 2022	Yuba City MSA 2023	USA 2023	Trend
No High School Diploma	19.11%	18.1%	10.3%	↓
High School Graduate	23.68%	24.1%	25.3%	↑
Some College, No Degree	27.1%	27.7%	20.1%	↑
Associate degree	10.86%	10.8%	9.3%	↓
Bachelor Degree	13.22%	13.1%	22%	↓
Postgraduate Degree	6.03%	6.2%	13.1%	↑

Evaluation of Progress on Goals and Tactics

This section presents the vision and goals for the Yuba-Sutter region. It also identifies actions that support the identified pillars and goals for the region. The CEDS will inspire and guide the community, its leaders, and the Yuba-Sutter Economic Development District in creating a dynamic region. The strategy focuses on economic resiliency and recovery while building regional diversity, capacity and collaboration resulting in a vibrant and prosperous community.

Vision

To foster a vibrant, prosperous, and growing Yuba-Sutter region through exceptional leadership and involvement of the community.

Goals and Accomplishments in 2023

Data for this section was provided by implementation partners for the region by responding to an evaluation questionnaire or providing direct outcomes to YSEDC. The implementation partners represented both public and private sectors.



Goal 1 – Create and maintain a competitive region through economic development

Strengthening existing clusters has the potential to entice similar industries and suppliers to the region's existing industries in agriculture, healthcare, manufacturing, aerospace, and government. The region must coordinate efforts to build, grow and maintain competitive areas of proficiency and innovation to drive the evolution of these existing clusters. Regional development of the clusters will have considerable employment ripple effects and improve the wage and tax base.

Implementation Partners: Yuba-Sutter Economic Development Corporation (YSEDC); Sutter and Yuba Counties; Cities of Live Oak, Marysville, Wheatland, and Yuba City; Yuba-Sutter Chamber of Commerce; Sutter and Yuba One Stops; and Yuba College.

Tactic 1 – Attract more industries to the region

Both Yuba and Sutter counties worked diligently to improve the region to attract more industries by continuing to develop infrastructure projects. In 2023, there were 42 project inquiries for the region which had the potential private investment of \$921 million and the creation of over 3,210 jobs. Unfortunately, the region was unable to site all but three small businesses which created eight jobs.

The two counties have continued support of their largest employers, Beale Air Force Base and agriculture. On-going drought conditions, reduction in acreage, and lower prices in crop values (especially in walnuts) did adversely affect agriculture and agriculture-based tourism. Yuba County's agriculture's 2022 gross value decreased by 9 percent from the 2021 values and Sutter County increased approximately 8.4 percent.

The region must continue to support and enhance base/community engagements to support Beale Air Force Base and its missions. In 2023, Beale Air Force Base completed 4 of the 24 construction/renovations projects listed in 2023 Appendix V of the CEDS. These projects represented \$11.7 million in Federal Funds. Beale AFB added five new projects to the 2024 update.

Sutter County Superintendent of Schools announced the new location of its Cosmetology School which opened to students beginning in February 2023 aligning with their vision of creating opportunities for students outside of a two or four-year university experience.

Yuba County, the Olivehurst Public Utility District (OPUD), the City of Wheatland, and Yuba Water Agency have partnered to develop and implement a regional solution for immediate and future wastewater needs. The initial phase of the regionalization project is to connect two disadvantaged communities (DAC), Wheatland and Olivehurst. The project will connect Wheatland to OPUD for the provision of wastewater collection and treatment which allows for the decommissioning of Wheatland's aging wastewater treatment plant. Efforts are being coordinated to obtain state grant funding for this project which will provide a more efficient and effective wastewater solution, and to protect the groundwater basins in south Yuba County. Design and environmental reviews are complete and being reviewed for state grant approval. Phase 2 of this regionalization project is to expand water and wastewater lines for the County's employment corridor and Sports and Entertainment Zone. Design and engineering are complete in this phase of the project.

Tactic 2 – Boost Entrepreneurial Development

There were 36 inquiries for business financial assistance of which 8 were for start-ups. Most of these businesses were not ready and were referred to Ken Freeman Consulting Services, Small Business Development Center, or Small Business Administration for start-up assistance such as business basics and planning. In 2023, YSEDC referred 74 businesses for this business assistance and 48 accepted assistance, 2 startups opened and currently employ 7 fulltime employees and 12 businesses are still in the development process. In addition, YSEDC offered QuickBooks Online training to 6 businesses with 4 completing the training and 2 receiving a one-year online scholarship. YSEDC partnered with The Work Hub and provided 14 entrepreneurs with a Lean Start-up series training and 4 received a one-year paid small desk scholarship.

Tactic 3 – Maintain, Promote and Expand Regional Businesses

The Yuba-Sutter Business Consortium, a committee of YSEDC, conducted two business outreach walks, one in June (Yuba County – North Beale Rd., Olivehurst Ave., Skyway Dr., and Sky Harbor Drive) and one in October 2023 (Yuba City Downtown Corridor). The purpose of the walk was to determine the current health and needs of businesses in the survey area. There were 92 businesses visited and 70 participated in the survey. Of those surveyed, 37 percent reported their business was up, 21 percent were down, and 36 percent were steady or fluctuated between up and down. The Yuba County area businesses surveyed reported their greatest challenge was workforce and related issues, followed by government relations (State and Federal, prevailing wages, taxes, etc.) and the rising cost of goods and supply chain issues. The businesses surveyed in the Yuba City area reported their greatest challenges were homelessness and related issues, followed by financial challenges and workforce issues. The most requested business resource in both outreach areas was addressing the issue of lack of qualified workforce and assistance with hiring, training, and vetting followed by the need for business or marketing trainings.

YSEDC, in partnership with the city of Marysville, designed and implemented a business façade grant, business training or loan forgiveness program. The City has allocated \$200,000 in funding for this program. To date 22 businesses have made application, 12 improvement projects have been funded, 1 loan forgiveness funded, and 9 are pending.

Sutter and Yuba County One Stops provided business services to employers; promoted 466 employment opportunities for employers, provided 10,953 employment services to individuals; hosted 66 job fairs/on-site and virtual recruitments; initiated 25 on-the-job training contracts; assisted 28 individuals with lay-off aversion and had 159 net jobs created.

YSEDC and consortium partner, SBDC provided a variety of technical/financial assistance resources and referrals. There were 1,686 consulting hours and 3,114 businesses served. There were \$562,784 in loans made with over \$10 million in private capital infusion. This technical/financial assistance included federal, state, and private funded grant/loan assistance, marketing, and general business technical assistance. There were 40 jobs created and 120 jobs retained because of this assistance.

Yuba-Sutter Chamber of Commerce provided 91 business networking events to 3,407 businesses and made multiple referrals to other Yuba-Sutter Business Consortium partners. Chamber also has an established Government Affairs Committee, to study and analyze issues of interest to the Yuba-Sutter area and its business community; to take advocacy positions on those issues; and to communicate the Chamber's viewpoint clearly to its membership, elected officials, and the community at large. While its endeavors may not have directly ushered in policy changes, the committee's unwavering commitment to the well-being of the community has been palpable. Through a series of meticulously organized meetings, the committee has played a pivotal role in fostering a deeper understanding of governmental processes and policies among our citizens. In addition, the Chamber conducted its annual LEADership program with 9 graduates. The program is intended to shape the candidates into future leaders and set our community up with civically minded, strong leaders for the coming decades.

Bishop's Pumpkin Farm was host of the California Pumpkin Growers 2023 National Pumpkin Weigh Off in the city of Wheatland. Growers from across the United States and Canada participated in the event bringing in thousands of visitors to the region and international attention.

The Yuba Water Agency has committed to investing \$10 million a year into programs and projects that align with the agency's core mission areas with a goal of improving the quality of life in Yuba County. The mission areas include infrastructure expansion, education and workforce development, tourism and visitor services and technology clusters.

One of Yuba County's larger employers, Hard Rock Hotel & Casino Sacramento at Fire Mountain, opened its HARD ROCK LIVE music and entertainment venue in June 2022 along with the Rocktane fuel station and convenience store. For HARD ROCK LIVE, the design approach focused on innovative staging, the latest technology and unrivaled guest amenities, HARD ROCK LIVE serves as a flexible event center with the capability to host a multitude of programs including live shows, a variety of premier sporting events, galas and more.

In its first year of operations, Hard Rock Live Sacramento brought more than 126,000 guests through the doors for 68 shows, 30 of which were completely sold out. The venue has also garnered numerous accolades from the industry since its opening from "Pollstar" and "Billboard Magazine." Hard Rock Live has had an economic impact on the six-county greater Sacramento region of more than \$17 million in its first year of operation. It was nominated for New Concert Venue of the Year 2023 by "Pollstar". In 2022, it was listed as a Top 28 Venue to Watch by "Billboard Magazine". It was ranked #24 worldwide, #19 in the U.S. and #1 in California by "Pollstar" in

2022 based on ticket sales in the Club category. As Pollstar's 2023 Mid-Year reports show, Hard Rock Live has moved up to #4 worldwide, #3 in the U.S. and still holds onto #1 in California.

In 2023, Hard Rock Live hosted 88 events with nearly 170,000 in total attendance. Across 20 different entertainment genres, Hard Rock Live events continue to offer a variety of entertainment for all and has held several outdoor uses of the facility including tradeshow, meetings, charity events, and other activities.

Hard Rock Hotel & Casino Sacramento at Fire Mountain and Enterprise Rancheria continue to focus on securing 352 acres between the existing casino and the Toyota Amphitheater for future ownership and development. They have obtained a property option and are beginning master planning discussions beginning in 2024 with the intent to create a one-of-a-kind regional entertainment destination to support its business diversification and supporting the growth of the sports and entertainment zone.

Hard Rock Hotel & Casino Sacramento at Fire Mountain is proud to be a 2023 International Entertainment Buyers Association Casino of the Year Award Nominee. Through their success, Hard Rock and the Enterprise Rancheria Community Fund continue to support the community philanthropically and have provided approximately \$3.1 million in charitable donations and in-kind gifts since opening, including over \$160,000 provided to Sutter Health as a result of Hard Rock's 2023 Pinktober Gala, and support and direct funding for numerous entities, including Ronald McDonald House Yearly Room Sponsorship, Marysville Peach Festival, Bok Kai Parade, Happy Landings with Beale Air Force Base as well as the Airmen's Ball held at Hard Rock Live, host of local country music artist Tyler Rich's "The Event" helping raise funds for the local K9 Officer's Association, United Way and SAYLove, Flying U Rodeo's Marysville Stampede and the Rideout/Adventist Fairway to Health fundraiser among others.

In Yuba City, the Feather River California Temple of the Church of Jesus Christ of Latter-day Saints was completed in late August and hosted a three-week open house for the community with 54,000 people touring the site. This event brought in thousands of visitors to Yuba City and the region. Additionally, a new 93-unit Holiday Inn Express with a swimming pool in the 500 block of Shasta Street was completed with approximately 75 jobs created. Hampton Inn completed its 50-room expansion. There was one retail store (Tilley's) and one food/eating establishment (My Boba Spot) that opened in 2023 which have created approximately 25 jobs. There are several projects coming in the next year or so, Raising Canes, Dutch Bros, Wayback Burgers, Nalu BBQ, Marriot Townhouse Suites (90 rooms) and Springhill Suites (91 rooms). It is anticipated these projects will create 100-150 jobs.

In Yuba County, Costco, a warehouse style store and gas station, opened in the fall of 2023. Job creation is projected to be 175.

In Marysville, there have been seven new businesses located within the city and one large development project.

- **7-Eleven Convenience Store:** Located at 501 5th Street. The \$6,705,000 project opened in January 2023, and created approximately 11 jobs.
- **Dutch Bros. Coffee:** 1021 B Street opened in the spring of 2023 and created approximately 14 jobs.
- **Edible Memories Bakery:** Located in Historic Downtown Marysville opened in winter of 2023 creating approximately 5 jobs.
- **Lakeside Indian Cuisine Bar and Grill:** Located on Ellis Lake opened in July of 2023 and created approximately 10 jobs.
- **Marysville Market:** A convenience store/deli across from the Yuba County Courthouse opened in winter of 2023 creating approximately 5 jobs.
- **Elvy's Clothing Store:** Located in Historic Downtown Marysville opened late summer of 2023 creating approximately 3 jobs.
- **The Ville Restaurant:** Located in the Medical Arts District opened in October 2023 creating approximately 10 jobs.

- **B Street Property:** Marysville is moving forward with a hotel, banquet hall, restaurant, and grocery store across from Ellis Lake, on B Street. Marysville City Council entered into a Disposition and Development Agreement with Engstrom Properties LLC and the Presidio Companies LLC to move forward with the redevelopment of this five-acre city-owned property. The developers have submitted plans for construction to begin in summer of 2024.



Goal 2 – Develop, retain, and attract talent

It is imperative that the region prepare young students and adult learners with critical in-demand education skills, competencies and knowledge that align with existing and evolving business and industry needs. Many industries are suffering because job seekers lack essential skills. The region must build awareness among residents, businesses, and leaders that education and lifelong learning are important drivers of economic development.

Implementation Partners: Yuba-Sutter Economic Development Corporation; Sutter and Yuba One Stops; Tri-County ROP/CTE; Yuba-Sutter Chamber of Commerce; The Work Hub; AeroSTEM Academy; K-12 Institutions; Sutter and Yuba Counties; Cities of Live Oak, Marysville, Wheatland, and Yuba City; and Yuba College.

Tactic 1 – Increase Collaboration between educational institutions

Yuba College: Yuba College continues to collaborate with K-12 districts in our service district to create additional opportunities for students to pursue higher education, including workforce-focused programs at no cost to the high school students. In 2023 this included the creation of the Middle College Academy. The Academy is a high school run by the Marysville Joint Unified School District that is located on Yuba College's Marysville Campus. Students in this program attend high school courses and college courses throughout their day. This non-traditional high school experience can result in the completion of both high school and community college at the same time in a program of study chosen by the student. YC's partnership with Yuba City Unified School District has resulted in four cohorts annually of the early college high school program. Marysville Joint Unified School District now has three active cohorts of the early college high school program. Wheatland Union High School continues to provide a comprehensive early college experience for all its students including a hybrid of on-campus career and technical education courses taught by Yuba College faculty. Expansion of these opportunities will continue throughout our service district to increase educational attainment for our community overall through broader access to higher education opportunities.

In the Fall of 2023, Yuba College offered the first courses in its Watershed Management Program, funded by a grant from the Yuba Water Agency. In its first semester, the new program saw more than 60 enrollments. Graduates of this program will be certified in Geographic Information Systems qualifying them for many living-wage jobs at the Yuba Water Agency, in addition to local utility districts and state agencies. Most graduates will look for positions as a field technician with a statewide average annual salary of \$68,000. Currently, three certificate programs have been developed in Field Technician-Watershed Management, Soil Conservation Technician, and Geographic Information Systems. This program will look to expand into Forest Management and Fire Suppression in the coming years. This program continues to receive input from local industry experts as a part of its ongoing advisory committee.

The Marysville Joint Unified School District (MJUSD) is rooted in the value of lifelong learning. The District recognizes the impact of the school programs on the larger community and therefore the need to work closely with local businesses and higher education partners to design pathways for graduates to succeed after high school. While a two or four-year degree is not the only way to success, the need to establish college preparation for transition to higher education is imperative to growing a trained workforce. The district is intentional in preparing every student for college and career and equipping students to choose the future they desire. The district has also opened a new Middle College High School on the campus of Yuba College where the students take more Dual

Enrollment classes than traditional high school courses. This is the first of its kind partnership, north of Sacramento. In addition, the number of students in the Early College Program is also growing as it moves into the third year of the program. In 2021-22, the District formalized a partnership with Chico State University to assist with college information sharing with students and families and start laying a belief-system that four-year university education is within reach of every student. The District is currently working with Sacramento State to establish a similar program and pathway of transition.

The District supports 22 sequenced pathways in 9 industry sectors through its Career Technical Education (CTE) programs. CTE courses combine academic and occupation-related course requirements. In most cases, pathways are taught over multiple years, allowing students to develop critical workplace skills. Many CTE courses count for college credit and are approved to meet minimum admission requirements for the University of California system. CTE courses range from medical to agriculture mechanics and touch on a wide range of careers in-between. Currently, in partnership with UC Davis, MJUSD is designing an Engineering Pathway with emphasis on Coding and Robotics, to be implemented next year at Lindhurst High School. Yuba Water Agency has joined this pathway as a formal Industry partner as well. MJUSD has also established formal Internship and Work-Based Learning opportunities for students with 93Q Radio Station, Yuba County DA Office, Adventist + Rideout Hospital, Yuba County Health and Human Services, Ampla Health, Allison Chiropractic, and other clinical partnerships.

Peach Tree Dental runs a dental lab on the Marysville High School campus where high school students are provided dental services through the Shine Bright Dental program where students learn and get prepared for the dental pathway. MJUSD is solidifying a culinary partnership with the Hard Rock Hotel and Casino Sacramento. Marysville High School is in the preliminary stages of planning for a medical four-year pathway with UC Davis, and are in talks with Adventist + Rideout to partner with us in this endeavour. These partnerships follow the existing medical and dental internships available at Marysville High School. Many such future partnerships with four-year colleges and industry partners will soon follow.

Their partnership with Yuba College continues to expand to create a seamless transition between the two organizations and design clear pathways for transfer to four-year colleges or careers after that.

Tactic 2 – Improve understanding of all ethnic cultures that live, work within, or visit the region

The **Sutter County Museum** houses a permanent exhibit gallery with displays on the history and stories of Yuba-Sutter's diverse peoples. It includes permanent exhibits on Chinese Americans, Hmong Americans, Japanese Americans, Mexican Americans, and Punjabi Americans in the community's history. Temporary exhibits in 2023 also supported the understanding of diverse ethnic cultures within the region: *Chinese Pioneers*, which explored the social, political, and judicial disenfranchisement of Chinese Californians, as well as moments of Chinese agency and resilience, in the decades before and after the 1882 Chinese Exclusion Act. *Unbroken Traditions* is an exhibit developed to feature baskets made by several generations of women from the Meadows-Baker family. Many members were Mountain Maidu, and their baskets drew from a deep understanding of ecology, incorporated intricate weaving techniques, and employed creative and meaningful design elements.



Goal 3 – Improve and modernize infrastructure

Adequate capacity and condition of infrastructure assets contributes to overall economic competitiveness. Strategic investments must be made to ensure that these assets are maintained and expanded. The region will become more competitive when businesses, entrepreneurs and residents are able to make use of well-coordinated and robust regional infrastructure for transportation, water/sewer/gas, broadband, housing, and the natural environment.

Implementation Partners: Yuba-Sutter Economic Development Corporation; Sutter and Yuba Counties; Cities of Live Oak, Marysville, Wheatland, and Yuba City; Yuba-Sutter Chamber of Commerce; Yuba-Sutter Transit; Yuba Water Agency; and Caltrans.

Tactic 1 – Modernize the region’s Infrastructure to meet future demand and respond to changing business needs

Regional Projects

Feather River West Levee Project: Sutter and Butte counties are planning to improve 44 miles of levees from Thermalito Afterbay south to the Sutter Bypass to reduce flood risk and remove more than 34,000 properties from FEMA Special Flood Hazard Areas. Among other important improvements, the project will sustain and grow the local economy by creating construction jobs, protecting property values, and allowing for responsible residential, commercial, and industrial development. Phase I – Thermalito Afterbay to Star Bend was targeted to be completed by 2016. Phase II will include the area south of Star Bend to the confluence of the Feather River and the Sutter Bypass.

2023-2024 UPDATE: Levee repairs will be completed in two separate phases: Project I, the Feather River West Levee Project, includes work from Thermalito Afterbay to Star Bend, just south of Yuba City, and was completed at the end of 2020. Project II includes the area south of Star Bend to the confluence of the Feather River and the Sutter Bypass. Project II work completed to date includes a one-mile section of levee at Laurel Avenue, another five miles of levee improvements between Star Bend and Laurel Avenue completed by the U.S Army Corps of Engineers (USACE). USACE also completed another mile of levee improvements between Laurel Avenue and the Highway 99 bridge crossing the Feather River. SBFCA is currently in design and permitting of the last 1.6 miles of levee along the lower Feather River west levee which is scheduled to be in construction in 2025. The Feather River West Levee Project is on schedule and within budget.

Flood Protection of the City of Marysville: A public works project to repair and upgrade the ring levee to be certified as providing a 200-year level of flood protection. The Marysville Ring Levee project is a multi-phase project that will upgrade the levee that surrounds Marysville. The primary purpose of the project is to strengthen the existing levee by implementing additional measures to reduce the likelihood of through-seepage and under-seepage. The U.S. Army Corps of Engineers Sacramento District is partnering with the California Central Valley Flood Protection Board and the Marysville Levee District to complete the estimated \$92.5 million project. The state of California has appropriated \$17 million toward the project as part of their commitment to upgrade the state’s levee systems. Currently, project completion is slated for 2019. The project is designed and constructed to meet the state’s requirement of 200 year-level flood risk for urban areas - or a 1-in-200 chance of flooding in any given year. Due to the elevation of the levees, the project will surpass those criteria making Marysville one of the lowest at-risk cities in California’s Central Valley after all flood reduction measures are constructed.

2023-2024 UPDATE: The project has completed several phases of construction including Phase 1 on Simmerly Slough between Jack Slough Road and the Marysville High School; Phase 4A on Simmerly Slough in Binney Junction; Phases 2A North and South on the Feather River between 10th Street and the Yuba River; and on the Yuba River the project has completed improvements in Phase 3 between the landfill and Ramirez Road/Simpson Lane and Phase 2C from Highway 70 to the Feather River. A contract was awarded to construct Phase 2B between Ramirez Road/Simpson Lane and Highway 70 on the Yuba River in 2023; and the final phase of construction will be to repair the Yuba River levee beneath Highway 70 in 2024. The US Army Corps of Engineers is also completing a risk assessment of areas not improved in this project to ensure they meet criteria for greater than 200-year level of protection and will implement any repairs/improvements identified in that analysis in 2025-2026.

South Yuba County Regional Sewer Project: Yuba County, the Olivehurst Public Utility District (OPUD), the City of Wheatland, and Yuba Water Agency have partnered to develop and implement a regional solution for immediate and future wastewater needs. The initial phase of the regionalization project is to connect two disadvantaged communities (DAC), Wheatland and Olivehurst. The project will connect Wheatland to OPUD for the provision of wastewater collection and treatment which allows for the decommissioning of Wheatland’s aging wastewater

treatment plant. Efforts are being coordinated to obtain state grant funding for this project which will provide a more efficient and effective wastewater solution, and to protect the groundwater basins in south Yuba County. Design and environmental review are complete and being reviewed for state grant approval. Phase 2 of this regionalization project is to expand water and wastewater lines for the County's employment corridor and Sports and Entertainment Zone.

2023-2024 UPDATE: Olivehurst Public Utility District (OPUD) and Wheatland have applied to the State Water Resources Control Board Clean Water State Revolving Fund (SCWSRF) for construction funding for the regional pipeline from Wheatland to OPUD and for other necessary improvements to the OPUD wastewater treatment plant. The application is complete, and the project is categorized as "fundable" by the SWRCB and is going through the required stages of review by SWRCB staff. This grant would fund approximately \$50 million of the estimated \$130 million needed for the project. Yuba Water Agency is exploring options to loan the remaining funds necessary to complete the project. In addition, further expansion of this regional wastewater system to enable commercial and industrial development is designed and funding sources for the approximately \$58 million needed for the project are being explored.

Yuba Water Agency – Water Projects

Goldfields Multi-Benefit Project Feasibility Study: The purpose of the Goldfields Multi-benefit Study is to develop a replacement feature for the 100-year embankment that is outside of the approved mining areas for both the dredge operations and aggregate extraction and that addresses the increase in flood risk associated with Western's reclamation plan. The study will include opportunities to expand the Yuba River floodway to reduce flood stages and provide for ecosystem enhancement. The intent will be to develop an alignment for the flood protection embankment that will have a flood control easement that will allow for both the existence of the feature as well as OMRR&R.

2023-2024 UPDATE: The feasibility study on construction of a Multi-benefit project south of the Yuba River downstream of Daguerre Point Dam was completed in December 2023.

PROJECT COMPLETED-\$500,000 (State-DWR & Local-YWA)

Yuba County

East Linda Detention Basin: This public works project would expand an existing detention pond to serve East Linda and is referred to within the South Yuba Master Drainage Plan.

2023-2024 UPDATE: The segment of the linear detention pond from Orchard Pond to North Beale Road is currently under construction and is funded as a condition of the surrounding subdivision. The remaining segment from North Beale Road to Hammonton-Smartsville Road is being designed in conjunction with the paralleling Goldfield's Parkway project. This piece is dependent on funding but is expected to be completed in 2024-2025.

Reclamation District No. 784 (Special District)

Pump Station No. 9 Upgrades: This public works project would provide redundant pumping, backup generation and SCADA electronic system to existing Pump No. 9 as required by FEMA for operation during storm events and would protect West Linda and the Lindhurst Avenue commercial area.

2023-2024 UPDATE: SCADA PORTION (ONLY) OF PROJECT COMPLETED - \$158,000 (State & Local Funds)

Pump Station No. 7 Upgrades: This public works project would provide upgrades to Pump Station No. 7 with SCADA electronic system and redundant pumping to serve Wal-Mart, Costco, and the general commercial area of Linda.

2023-2024 RD784 UPDATE: PROJECT COMPLETED-\$158,000 (State & (State & Local Funds)

Pump Station No. 5 Upgrades: This public works project would provide upgrades to Pump Station No. 5 with SCADA electronic system and redundant pumping to serve the east Linda area.

2023-2024 RD784 UPDATE: PROJECT COMPLETED-\$158,000 (State & (State & Local Funds)

Storm Drainpipe Replacements: This public works project will replace up to 6 aging pipes located within the rural levee portion of the District.

2023-2024 Update: RD784 has been awarded a grant to complete this project.

Linda County Water District

Linda Avenue/Griffith Water Treatment: This Linda County Water District project would construct Well No. 17 and a water treatment facility at Linda Avenue at Griffith, to serve the East Linda Specific Plan area.

2023-2024 UPDATE: Project is under construction with a current anticipated finish date in June 2024.

Forest Biomass Business Center Development

Camptonville Community Partnership (CCP), is a small, rural, community-based non-profit organization located in the town of Camptonville in the Yuba County foothills that proposes to develop a small forest biomass to energy facility that would be part of a new small business campus, located in an unincorporated area approximately 11 miles southwest of Camptonville and 3 miles east of Dobbins. CCP intends to attract other businesses to the site, where heat and power would be available from the facility making the overall facility, a high efficiency combined heat and power operation.

2023-2024 UPDATE:

- Purchased 100 acres for the Forest Biomass Business Center (FBBC) parcel including 11 acres for the current bioenergy site.
- Secured interest for the development of a co-located sawmill and received USDA grant funding for design and engineering.
- Secured a Timberland Conversion Permit (TCP): Converting timberland into another use requires a TCP from Cal Fire. A part of the TCP process also includes preparation of a Timber Harvest Plan (THP).
- Secured a loan for interconnection costs from YWA.
- Update permits and contracts with local and state agencies.

CCP continues to work with key partners such as USFS, USDA, YWA, Blue Forest Conservation, and others to develop the Forest BioMass Business Center. Project is working to be built and generating electricity to the grid in March 2026.

City of Marysville Project

Leachate Conveyance Project: The City has worked with its local solid waste contractor, Recology and the Linda Water District to collect leachate from their regional facilities and convey them through City sewer lines to the Linda Water District wastewater treatment facility. Recology has completed all required testing and has constructed holding tanks and metering equipment to release leachate at a controlled rate. The project has lowered Recology's cost for leachate disposal (previously trucked to a disposal facility) and generates additional income for the City's Sewer enterprise fund.

2023-2024 UPDATE: Project is completed, and Leachate is now being conveyed.

PROJECT COMPLETED-\$180,000 (Private Company, Recology)

City's Park Irrigation Well initiative: DWR has made grant funds available to commence the City's Park Irrigation Well initiative that would improve water system reliability and cost savings to the City by converting City parks to a well and tank storage system, thereby eliminating the need for commercial water service.

2023-2024 UPDATE: **PROJECT COMPLETED-\$400,000 (State, DWR)**

City of Wheatland Project

Wheatland Comprehensive Water Project: The City of Wheatland water system is aging with portions of the system more than 100 years old. The project consists of removing the seismically deficient water tower from service by employing new ground mounted hydro-pneumatic tanks and booster pumps to supply water pressure to the City. The project also includes replacement of domestic water meters, new production meters, water meter

automation to assist with leak detection and remote metering reading, SCADA replacement, and new billing software.

2023-2024 UPDATE: Project is underway and is anticipated that construction will begin in 2024 and be completed in spring of 2025.

City of Yuba City Projects

Barry School Waterline: The project involves installing 12" and 14" diameter water transmission main in Railroad Avenue from Bogue Road to Stewart Road and in Stewart Road from Railroad Avenue to Garden Highway, as well as a 3" diameter private water service in Railroad Avenue and Barry Road to serve Barry School.

2023-2024 UPDATE: The project was awarded for construction in August 2023, subject to State approval of the increased construction cost. Construction is anticipated to begin in Spring 2024 upon State approval and is expected to be complete by the end of 2024.

Second Groundwater Well: The project includes constructing a second groundwater well at the City's Water Treatment Plant to provide additional accessible water resources during times when the City's surface water rights are curtailed.

2023-2024 UPDATE: The well was drilled and tested in 2022. Pump installation and above-ground piping was completed in 2023 with installation of electrical/mechanical equipment to be completed in 2024, subject to equipment availability. The well can be operated by generator power, if needed.

Aquifer Storage Recovery (ASR) Well: The project involves establishing an ASR well at the City's Water Treatment Plant to further bolster the City's accessible water resources during times when the City's surface water rights are curtailed. The ASR concept includes injecting treated water into the groundwater aquifer during times when surface water availability exceeds demands while extracting groundwater during times when surface availability does not meet demands.

2023-2024 UPDATE: Design and environmental/permitting commenced in 2023 with construction anticipated to begin in late 2024.

WWTF Outfall and Diffuser Project: The project includes constructing a new 42-inch diameter discharge pipeline from the City's Wastewater Treatment Facility (WWTF) and a new diffuser outlet to the Feather River. The proposed pipeline and diffuser will replace the City's existing diffuser, which was damaged in 2011 by erosion of Shanghai Falls. This project will ensure the City's capability to safely treat wastewater for existing customers, as well as future development.

2023-2024 UPDATE: Final design complete pending receipt of permit conditions from regulatory agencies. Project will be advertised for bids once funding and permits are secured.

Bogue Road Sewer Extension: The project involves extending the existing 18" diameter sanitary sewer in Bogue Road from Railroad Avenue to Phillips Road and constructing a new lift station to facilitate future connection of properties north and south of Bogue Road and east of State Route 99, and to address capacity issues and service of new development areas.

2023-2024 UPDATE: Final design in process. Project is being coordinated with Bogue Stewart Master Plan improvements.

Tactic 2 – Develop and improve alternative, multi-modal and inter-modal distribution infrastructure

Regional Caltrans Projects

Caltrans had 34 projects slated for construction, rehabilitation, planned or program projects in the Yuba-Sutter region. Nine projects were completed in 2023, which represented an injection of \$145.75 million in improvements within the region. Completed projects were:

Live Oak Streetscape, Rehab & Safety 03-3F99U This EA is combined from 3F990/1H150/2H230: In Sutter County, in and near Live Oak, from south of Coleman Avenue to Nevada Street. Rehabilitate pavement, improve pedestrian accessibility, add new electrical signals, upgrade drainage facilities, add streetscape elements & reduce traffic congestion by improving the vertical profile & providing two traffic lanes in each direction.

PROJECT COMPLETED-\$37.4 Million (State, Caltrans SHOPP)

Count Station Repair & Install 03-0H420 VAR: In Sutter County on Route 99, adding two new count stations. This project is also located in Colusa, El Dorado, Glenn, Nevada, Placer, Sacramento, Yolo, and Yuba Counties. Repair existing continuous count stations, install new loops at ramp meters, and install new radar count stations.

PROJECT COMPLETED-\$14.072 Million (State, Caltrans SHOPP)

Multi Location Bike and Ped Improvements 03-0J923: In Sutter County on Route 20 from Stabler Lane to Shasta Street. Enhance crosswalk visibility, add bike lane delineation, install signs and countdown pedestrian barricades to improve bicycle and pedestrian safety.

PROJECT COMPLETED-\$3.246 Million (State, Caltrans SHOPP)

Bridge Maintenance 03-2G070: In Sutter County on Route 20 near S. Tarke Road. Bridge preservation.

PROJECT COMPLETED-\$1.642 Million (State, Caltrans Maintenance)

D3 Advance Curve Warning #2 03-2G690: Install Horizontal Alignment Curve Warning Signs. Sutter County at various locations. **PROJECT COMPLETED**-\$447,000 (State, Caltrans Maintenance)

YUBA 70 Bridge Widening and Rail Replacement 03-1H270: Near Marysville, at Feather River Boulevard Overcrossing No. 16-0033 (PM 13.01) and South Marysville Undercrossing No. 16-0035 (PM 13.23). Upgrade bridge rails and construct median concrete barrier between project limits.

PROJECT COMPLETED-\$12.16 Million (State, Caltrans SHOPP)

Simmerly Slough 03-1E060 Overlay: In Yuba County near Marysville from 0.1 mile north of Binney Junction Underpass to 0.3 mile north of Laurellen Rd. **PROJECT COMPLETED**-\$60.406 Million (State, Caltrans SHOPP)

Count Station Repair & Install 03-0H420: 470 Locations. Repair existing continuous count stations, install new loops at ramp meters, and install new radar. **PROJECT COMPLETED**-\$14.373 Million (State, Caltrans Maintenance)

YUBA 20 RHMA Overlay/DIKE/PCC Island Removal 03-1G010: In Yuba County in and near Marysville from Buchanan Street to 0.1-mile East of Levee Road.

PROJECT COMPLETED-\$2.006 Million (State, Caltrans Maintenance)

Sutter County Projects

Howsley Road Bridge Replacement: The county will replace the existing two-lane 260-foot-long bridge utilizing FHWA Highway Bridge Program funds.

2023-2024 UPDATE: The design phase is scheduled for completion by June 2025 at which time the County will seek the required federal funding.

Larkin Road Bridge Replacement: The county will replace the existing two-lane 40-foot-long bridge utilizing FHWA Highway Bridge Program funds.

2023-2024 UPDATE: Due to a delay in receiving the federal funding, the environmental permits have expired and need to be reissued. The County is awaiting federal funding to update the permits and any design impacts.

Nicolaus Avenue Bridge Replacement: The county will replace the existing two-lane 70-foot-long bridge utilizing FHWA Highway Bridge Program funds.

2023-2024 UPDATE: Due to a delay in receiving the federal funding, the environmental permits have expired and need to be reissued. The County is awaiting federal funding to update the permits and any design impacts.

Tisdale Road Bridge Replacement: The county will replace the existing two-lane 40-foot-long bridge utilizing FHWA Highway Bridge Program funds.

2023-2024 UPDATE: The design phase is complete, with right-of-way acquisition and environmental permitting expected to be completed in April 2024. Federal Funding for the construction phase is not expected to be available until 2025.

Kent Avenue Bridge Replacement: The county will replace the existing two-lane 80-foot-long bridge utilizing FHWA Highway Bridge Program funds.

2023-2024 UPDATE: The design phase is complete, with right-of-way acquisition and environmental permitting expected to be completed in April 2024. Federal Funding for the construction phase is not expected to be available until 2025.

Yuba County Projects

County Bridge/Culvert Repair: There are 75 Highway Bridge Program (HBP) eligible bridges (greater than 20' in length) and numerous other culvert and drainage structures owned and maintained by Yuba County. Currently the County has 75 bridges that are of sufficient length (>20') to be eligible for Caltrans inspection. Of these, 29 bridges have a Sufficiency Rating (SR) below 80 and above 50 which qualify for HBP rehabilitation funds, and 8 bridges have a SR below 50 which qualify for HBP replacement funds.

2023-2024 UPDATE: Spring Valley Road bridge replacement expected to be complete in January 2024. Other current bridge replacement projects include Los Verjeles Road, Waldo Road, and Ellis Road. These are anticipated to be under construction in 2024-2025. The County applied for an additional five bridge projects through HBP.

Goldfields Parkway: This public works project would construct a four-lane arterial around the easterly side of Marysville through the East Linda Specific Plan from Highway 65 at McGowan Parkway to Highway 20 at Plantz Road.

2023-2024 UPDATE: Nearing completion of design. Construction of the road is anticipated to be complete by 2026.

Highway 70/Plumas Lake Boulevard Interchange – Phase 2: This public works project would link Phase 1 of the Highway 70/Plumas-Arboga Interchange to the eastern Phase II component of the interchange to include a Union Pacific Railroad overpass.

2023-2024 UPDATE: The County anticipates being approximately 50% complete with design in FY 23-24.

North Beale Road Revitalization Improvements: This public works project consists of implementing the road improvements recommended by the East Linda Revitalization Plan which consists of sidewalks, landscaped medians, street lighting, and parking that would improve the safety of the road for motorists, bicyclists and pedestrians as well as improve the appearance of the road corridor to help attract new and retain existing businesses.

2023-2024 UPDATE: North Beale Road Complete Streets Phase II (Hammonton-Smartsville to Linda Ave) is complete. The County secured grant funding to fund phase III (Linda Avenue to approximately 2,400 feet east). Phase III design recently commenced with construction anticipated 2024-2025.

Olivehurst 11th Avenue Project: This public works project consists of implementing road improvements to 11th Ave. between Olivehurst Road and Powerline Road in Olivehurst. This project includes improvements to curb, gutter, sidewalk, drainage, and street overlay.

2023-2024 UPDATE: **PROJECT COMPLETED-\$1.7 Million (State, Caltrans ATP)**

Linda – Cedar Lane and Alicia Avenue Project: This public works project consists of implementing road improvements to Cedar Lane and Alicia Avenue (from Riverside to Feather River Blvd) in West Linda. This project includes improvements to curb, gutter, sidewalk, drainage, and street overlay.

2023-2024 UPDATE: The project commenced in June of 2023 and is nearing completion of construction. Project completion is anticipated by March 2024.

McGowan Parkway Project: This public works project consists of implementing road improvements to McGowan Parkway between SR 70 and SR 65 in Olivehurst. This project includes improvements to curb, gutter, sidewalk, drainage, and street overlay.

2023-2024 UPDATE: Construction is nearing completion with several punch list items remaining.

City of Live Oak Project

Pennington Road Rehabilitation: Pennington Road is the main east/west arterial for the City of Live Oak, intersected by State Route 99. Sacramento Area Council of Governments (SACOG) committed \$915,000 for partial reconstruction of the road from Broadway to Connecticut Avenue during 2012 and 2013. Reconstruction to the east of State Route 99 is also necessary.

2023-2024 UPDATE: Construction on Pennington Road west of the railroad tracks to Connecticut was completed in 2023. Pennington Road East from the High School to the city limits has had a contract awarded and will be completed in 2024. **PORTION OF PROJECT COMPLETED-\$1,370,300 (State, SACOG & CDBG)**

City of Marysville Project

Systemic Safety Analysis Report Program (SSARP): Federal regulations require each State to have a Strategic Highway Safety Plan (SHSP). An SHSP is a statewide data-driven traffic safety plan that coordinates the efforts of a wide range of organizations to reduce traffic accident fatalities and serious injuries on all public roads. In coordination with federal, state, local and private sector safety stakeholders, the SHSP establishes goals, objectives, and emphasis (or challenge) areas. The SHSP addresses the 4Es of traffic safety: Engineering, Enforcement, Education, and Emergency Services.

2023-2024 UPDATE: **PROJECT COMPLETED-\$40,000 (State Active Transportation)**

City of Yuba City Projects

Bridge Street Corridor Improvements: The Bridge Street corridor improvement project is a multi-phased project to extend four travel lanes from SR-99 to Marysville/SR-70. The project includes the construction of the 5th Street Bridge and phased reconstruction of Bridge St. Bridge Street will be widened from Gray Avenue to Cooper Avenue in late 2021 with completion anticipated at the end of 2023 with support from a \$2.8 million Local Partnership Program grant from the CTC. The project will enhance a key gateway through the city to facilitate necessary traffic demands while coordinating with adjacent property owners to help facilitate Economic and Workforce Development in the area.

2023-2024 Update: Gray Avenue to Cooper Avenue segment completed in 2023. Total construction cost for this segment was \$10.2 million, including the CTC grant. State Route 99 to Gray Avenue segment conceptual design for the final portion of the project will begin in 2024. The estimated cost to complete the conceptual design is \$250,000, which is funded by the City. The City is looking for funding to implement the final design in 2025 with construction following in 2026, provided funding can be secured.

Gray Ave. to Cooper Ave segment of PROJECT COMPLETE-\$10.2 Million (Local, State - CTC)

Walton Avenue Complete Streets Improvements: The project includes rehabilitating portions of Walton Avenue from Hazel Avenue to Sam's Club, including closing the gaps in sidewalks on the west side of Walton Avenue between Lincoln Road and Franklin Road, improving bike lanes, and upgrading the traffic signals.

2023-2024 UPDATE: Final design and easement acquisition is in progress with construction anticipated to commence and complete in 2025.

Tactic 3 – Promote transit planning to move people throughout the region and housing development

Yuba-Sutter Transit

Assuming an extended pandemic recovery period, Yuba-Sutter Transit is now preparing a state-funded Comprehensive Operational Analysis / Short-Range Transit Plan to evaluate the appropriate scope, level and even model of public transit service for the bi-county area. The last study of this kind was adopted in early 2015 and a current plan is required to remain eligible for federal transit funding. This effort, which is expected to be completed in mid-2023, is a top-to-bottom assessment of the existing system and will result in specific service and program recommendations along with a corresponding operating and capital financial plan for implementation consideration over the next five to ten years. This plan is being developed with significant outreach to a wide range of community stakeholders.

2023-2024 UPDATE: The NextGen Transit Plan was adopted on May 18, 2023, and it is now available online along with an Executive Summary at www.yubasuttertransit.com/nextgen-transit-plan. The key recommendation from the plan is the gradual replacement of much of the fixed route network in the urbanized area with four on-demand service zones for faster and more responsive travel within each zone as well as improved connections to an enhanced network of two cross-town routes for longer trips. Roll-out of this new system is now expected to occur in three phases beginning Summer 2024 through Summer 2026. In addition to this new local hybrid on-demand and fixed route system, the plan also recommends the development of a first-ever connection between the Yuba-Sutter area and south Placer County. This demonstration service, which is now expected to begin Summer 2024, would initially be operated through a shift of resources from Yuba-Sutter Transit's existing Sacramento service. The plan also recommends changes in previous fleet replacement and expansion plans to reflect the recommended operating changes which would require less and a different mix of vehicles in the future.

Facility Replacement: Yuba-Sutter Transit continues to plan for the replacement of its current operations, maintenance, and administration facility at 2100 B Street in Marysville. A new location is needed because this undersized and technologically obsolete 1960's-era former Seven-Up Bottling Plant that was converted to transit use in 1996, lacks sufficient capacity to accommodate the infrastructure needed to meet the state mandate that only zero-emission buses can be purchased after 2028. In addition, Caltrans' programmed and fully funded expansion of Highway 70 (B Street) adjacent to the facility may render it useless even earlier.

2023-2024 UPDATE: Yuba-Sutter Transit has been awarded significant additional funding from state and regional grant programs to secure over \$40 million for what is now estimated as a \$55.8 million project. As a result, related environmental and preliminary engineering work is expected to commence in early 2024. This will refine the project and update the early conceptual cost estimate based on the fleet and service assumptions from the NextGen Transit Plan. This effort will also improve the likelihood of success in the next round of grant applications to complete the funding package.

Regional Project

North Valley Rail is a proposed new passenger rail service that would transform regional and intercity transportation in the norther Sacramento Valley by offering a convenient, environmentally sustainable travel choice for residents, employees, and visitors in Butte, Yuba, Sutter, and norther Sacramento counties.

The project strategically builds off the larger Valley Rail program currently underway, which will expand rail service between the northern San Joaquin Valley, Sacramento, and the Bay Area. As a result, North Valley Rail would provide passengers with direct, reliable one-seat rides to Sacramento, Stockton, the Bay Area, Modesto, and Merced. In Downtown Merced, timed transfers will ensure seamless connections via high-speed rail to Fresno, Bakersfield, and Southern California. Linking North Valley communities to the Northern California megaregion and the larger statewide rail network will provide major benefits by reducing traffic congestion and greenhouse gas emissions; expanding access to housing, high-quality jobs, and higher education; and promoting economic development and tourism.

The North Valley Rail will serve the Yuba-Sutter area having stations located in Marysville near the Yuba County Government Center and Plumas Lake next to the Plumas Lake Boulevard interchange.

Housing and Affordable Housing Projects

There has been a concerted effort within the region to increase housing stock for all income levels as shown below.

City of Wheatland Projects

Wheatland 6th Cycle Housing Element Public Participation Process: The City of Wheatland has received \$10,000 from SACOG for the public participation component of the 6th Cycle (2021-2029) Housing Element Update using grant funds available from the Regional Early Action Planning (REAP) Grants Program.

2023-2024 UPDATE: Housing Element has been certified by HCD - **PROJECT COMPLETED-\$10,000 (State – SACOG)**

Wheatland 6th Cycle Housing Element Update Preparation: The City of Wheatland has received \$65,000 from the California Department of Housing and Community Development (HCD) for the preparation of the 6th Cycle (2021-2029) Housing Element Update using grant funds available from the Local Early Action Planning (LEAP) Grants Program.

2023-2024 UPDATE: Housing Element has been certified by HCD - **PROJECT COMPLETED-\$65,000 (State-HCD Leap program)**

Sutter County Projects

Lakeside at Sutter Pointe in Sutter County consists of 873 acres on the north side of Riego Road, approximately 1.5 miles east of State Route 99 in south Sutter County. Lakeside is planned for 3,388 single family homes, 399 multifamily homes, 59 acres of parks, 55 acres of open space, 44 acres of employment centers, 25 acres of commercial and a proposed K-8 school. Construction of Phase 1 began in 2023 with the mass grading of the southern 386 acres of Lakeside. Phase 1 construction is anticipated to continue in spring 2024 with backbone infrastructure improvements, including construction of a 7-mile sewer main, that will serve the Sutter Pointe Specific Plan area. Construction of community amenities and services and homes is expected to begin in 2025.

Yuba County Projects

Cedar Lane Permanent Supportive Housing: Is a 41-unit rental development, providing permanent supportive housing targeted to homeless and mentally disabled individuals, with one additional unit reserved for an on-site resident manager. A community center on the first floor will include a community room with kitchen, property manager's office and on-site case management offices in which individualized supportive services will be provided. A dog park, barbecue area with tables and pergola, a community garden and bicycle lockers will be located near the building. The balance of the site will provide a paved driveway and off-street parking, and landscaping. The project was completed in January 2023. Adjacent is a separate new construction 108-unit multi-family affordable housing project, with 2- and 3-bedroom dwelling units, community center, children's playground, and a soccer field, with rents targeting family households earning less than 60 percent AMI. The project was completed in April 2023.

River Oaks - Plumas Lake: Construction will start in February 2023 of a 48-unit multi-family project, consisting of 2- and 3-bedroom units, targeting low-income families. Construction is expected to be completed in July 2024.

Innovation Housing Center: Located in Olivehurst, is a low-income housing project made possible by Habitat for Humanity and it will consist of 13 housing units and include supportive services from case workers and other onsite providers. The project is in design phase and estimated to be completed 2024 -2025.

Serenity Village: Located in Olivehurst at 1645 Chestnut Road in Olivehurst will offer 124 units of affordable rental housing. This affordable housing development project seeks to provide new levels of housing for families in the area with the purchase of infill lots. The development team seeks to combine four (4) separate lots into one project

site and build 124 units of affordable rents. This project serves the community's need for an increased affordable housing supply. Families who will benefit from this project will typically have a median income of around 50% of the area's average, though the actual range can go from 30% to 80%. Habitat will develop, own, and manage the site and there will not be on-site supportive services provided. Projected completion date is anticipated to be 2025, and the project budget is approximately \$28 million dollars.

Sierra Vista Development – Humanity Park: After 5 years in the making, the completion of the 36 home permanent housing community, Sierra Vista. Culminated with a new playground for the surrounding community, which includes a play structure, swing sets and a walkable path. Project is completed and serves 162 individuals.

Fernwood Development: Located in Linda is an 88-home development project for low-income persons is in process for final approvals and Habitat for Humanity is currently seeking funding to develop this project. It is anticipated the project should be completed in 2027.

The **Regional Housing Authority** has a multi-family project under construction in Plumas Lake consisting of 48-units, with 2- and 3-bedroom dwelling units, a community center and a children's playground, with rents targeting family households earning less than 55 percent AMI. The project should be completed by May 2024.

Live Oak Projects

Oak Haven Estates, a 16-unit low-income housing project, overseen by Habitat for Humanity and was completed December 2023.

Kristen Court Apartments- Phase III, a 32-unit housing project was completed in 2023.

Marysville Projects

Marysville East Lake Apartments development, a 71-unit rental new construction project was completed in summer of 2023. Bounded by Yuba and Ramirez Streets, and E. 13th and 14th Street, it is a mix of 24 one-bedroom units, 24 two-bedroom units, and 23 three-bedroom units. East Lake Apartments is providing affordable housing for families earning up to 60% of the area median income for Yuba County.

Other housing projects include 1. **3rd and D Street apartment development**, which will feature 34 market rate units. These apartments will fulfill a need for housing adjacent to the medical arts district. Plans for the 3rd and D Street apartments are still in the conceptual phase. 2. **The Delta Building** at 425 5th St. is being remodeled to allow for more residential units in the downtown area. The exact number of units has not been finalized due to the project also being in its conceptual stages. 3. **The Nakagawa**, a 10 unit, two story building at 308 C Street is in the development stage.

Wheatland Projects

The **Regional Housing Authority** completed a new construction multi-family project in Wheatland consisting of 48-units, with 2- and 3-bedroom dwelling units, a community center and a children's playground, with rents targeting family households earning less than 55 percent AMI. The project was completed in December 2023.

The **Regional Housing Authority** will be closing on the construction financing for a new construction 32-unit senior affordable housing project in Wheatland consisting of 32-units, with 1- and 2-bedroom dwelling units, a community center, and a dog park, with rents targeting senior households earning less than 60 percent AMI. Construction is scheduled to start in February 2024, and the first residents to move-in by April 2025, weather permitting.

Yuba City Projects

Tranquil Harbor Estates, located on Walton Avenue, will be overseen by Habitat for Humanity and is a low-income senior housing project with 20 units and could house 20-40 individuals. The plan has been approved by the Yuba City Planning Commission and has been approved for the sale of the property. Construction is anticipated to be completed 2024-2025.

Merriment Village, a 217-unit complex is in process and completion is anticipated by 2026.

Richland Village Phase II, a proposed residential affordable apartment complex that would consist of 88 one-bedroom, 44 two-bedroom, and 44 three-bedroom units at 470 Bernard Drive in the Richland Housing complex. Plans also include a community center and other recreational amenities for residents.



Goal 4 – Foster overall quality of life and place

To attract and/or retain businesses and residents, both urban and rural communities must actively maintain or revitalize their city or town centers and amenity assets. Quality of life includes a complex balance of jobs and education to healthcare and housing, protecting, and promoting the region’s natural resources and outdoor spaces, cultural and art spaces, and community spirit.

Implementation Partners: Yuba-Sutter Economic Development Corporation; Sutter and Yuba Counties; Cities of Live Oak, Marysville, Wheatland, and Yuba City; Yuba-Sutter Chamber of Commerce; Yuba-Sutter Regional Arts Council; Sutter Buttes Regional Land Trust; Sutter and Yuba County Libraries; Yuba Water Agency; Local theatres, museums, and art galleries.

Tactic 1 – Promote and Market for continued investment in regional amenities

With the relaxation of COVID-19 pandemic mandated closures, local amenities which included the arts, history, and recreational venues moved forward with their programs and projects.

Yuba Water Agency

Hallwood Habitat Restoration Project: The project design is based on the premise that restoration of natural river and floodplain processes, including the removal of large portions of the Middle Training Wall, will create a healthier, more natural, and therefore, more productive river. Improvements will enhance up to 157 acres of seasonally inundated riparian floodplain, approximately 1.7 miles of perennial side channels, and approximately 6.1 miles of seasonally inundated side channels, alcoves, and swales. The project will improve more than 170 acres of seasonally inundated riparian floodplain habitat for numerous riparian tree species, and the host of aquatic and terrestrial organisms that reside in these habitats. This project increases the connectivity of these habitats for a healthier, more productive river system; a resource benefit to the public for purposes such as aesthetics and recreation.

PROJECT COMPLETED - \$12 MILLION (YWA, State, Federal) & \$90 million in-kind contribution of rough grading and aggregate removal (Private, Teichart)

Yuba Sutter Arts & Culture (also known as the Yuba-Sutter Arts Council, YSAC), a mainstay in the community for 42 years, had many ongoing projects and programs. Here is a glimpse into how we directly impacted the arts and culture community and overall economic development.

Sutter Theater Center for the Arts Main Stage (STCA)

YSAC has retained an architectural firm to create a set of plans for its Main Stage redevelopment project at its Sutter Theater Center for the Arts. The back half of the 1950s vintage theater will be brought back to life as a 299-seat live performing arts space with a traditional proscenium arch raised stage for live music and theater

productions as well as film screenings. A capital campaign is underway to raise the \$750,000 needed for the project.

Murals of Live Oak

YSAC continues its ongoing program with the City of Live Oak and in the Spring of 2024 will commission additional exterior murals. Over a dozen murals have been created in the last few years to celebrate the history and heritage of Live Oak. Each mural also has a hidden object in it to help keep the viewer engaged. Several artists' designs and new mural locations are under consideration.

Center Stage Productions

Corey and Morgan Kersting formed a new youth performing arts program for the community. Based at STCA, Center Stage has conducted a series of Saturday workshops for 7–18-year-olds and produced two full length musicals, most recently "Seussical."

Convergence Theatre Company

A group of theater professionals led by Matthew DeMeritt have formed the Convergence Theatre Company, another ensemble based at the STCA. To date, it has produced four high quality, entertaining and thought-provoking shows including "Godspell" and the "The Laramie Project" about the murder of gay University of Wyoming student, Mathew Shepard.

Yuba Sutter Big Band

Created as a showcase for local professional musicians and music educators, this 20-piece orchestra puts on several swinging concerts each year with hits from the Great American Songbook, popular tunes of the day and the occasional original composition.

Youth Mariachi Orchestra

This is a collaboration with the Alliance for Hispanic Advancement and the Marysville Joint Unified School District. The program provides free instruments and instruction for interested middle and high school students to learn about this unique musical form.

Yuba County History Trail Sign Project

YSAC has been part of the development of the Yuba County History Trail Sign Project in collaboration with the Yuba County Historic Resources Commission. The first five signs along with a Yuba County History website have been funded by a grant from Yuba County. The free-standing signs will vary in size depending on the locations but will be nominally 2'x3'. Each sign will have text and images explaining the significance of the structure or the location and a QR code. Visitors can access a video of an actor explaining the location by scanning the QR code with their smart phone. A printed tour guide and eventually a smart phone app will guide visitors from location to location.

Historic Marysville High School Auditorium

YSAC serves on the committee to help restore the 1,000 seat Marysville High School Auditorium. There is a renewed vision for the redevelopment of the facility which had been closed due to seismic issues. New ideas have come forward to bring the magnificent building back to its former glory as the premier non-commercial performing arts venue in the region.

Sutter County Museum shares local stories to strengthen community bonds, to inspire celebration of our diverse cultural heritage, and to demonstrate how understanding the past prepares us for the future. The Museum is open to the public 40 hours per week with free admission and is a partnership between Sutter County and the Community Memorial Museum Association, a 501(c)(3) nonprofit. In 2023, the Museum hosted over 9,000 visitors; displayed five temporary exhibits on a range of topics; was awarded over \$400,000 in grant funding for

future permanent exhibits and educational programs; and provided over 95 educational public programs, field trips, and group visits to the community.

Marysville Drakes, an independent level professional baseball team, came to Marysville and completed its first successful season in September 2023. The Drakes are part of the larger Pecos League, which is split between the Mountain and Pacific Division consisting of multiple states in the desert mountain regions. The City replaced most of the field walls.

Marysville NABA, an adult baseball league, plays exclusively on Sundays for players ages 17+. Their goal is to offer the most complete amateur league experience in the Marysville area that includes a competitive All-Star Game, Playoffs, and Championship Games.

Yuba-Sutter Chamber of Commerce has developed an organization, Film Yuba-Sutter!, which is intended to attract and support the film industry in the Yuba-Sutter community. To date, they have created social media pages, created promotional videos, and represented the community at 4 industry events. Their webpage went live in 2023 and they have been included in the Creative Handbook and Destination Film Guide which has a monthly distribution reach of 28,000 industry professions. In addition, they hired a consultant to manage the organization.

Adventist Health+Rideout Blue Zones Project is a community-led well-being improvement initiative designed to make healthy choices easier through permanent changes to a city's environment, policy, and social networks. Participating communities have seen double-digit drops in obesity and smoking rates, economic investment in downtown corridors, grant funding awards to support policies and programs aimed at improving health equity and measurable savings in healthcare costs.

2023-2024 UPDATE: Blue Zones Project Yuba Sutter completed year 1 in the transformation phase (August 1, 2022 – July 31, 2023). This phase of the project is focused on addressing the blueprint goals and objectives. The overall purpose is to lead a community well-being transformation initiative where healthy choice becomes the easy choice through permanent changes in environment, policy, and social networks.

Built Environment Policy Impacts - Blue Zones Project Yuba Sutter worked to support and influence efforts to create a more walkable and bikeable community by developing a bike implementation plan. Blue Zones brought on a consultant (Cole Peiffer) to identify gaps in Yuba-Sutter's regional bike network, research and review existing bicycle plans and projects, and create a bike plan with detailed steps to implement the plan. Blue Zones also worked on multiple efforts to help support policy and help build capacity for the area-built environments.

Food Policy Impacts - Blue Zones Project Yuba-Sutter was the leading entity in establishing a food policy council in Yuba-Sutter to enhance local food systems and food policy. Blue Zones Project Yuba-Sutter was instrumental in convening and helping facilitate a Farm to School Info Session with the California Department of Food and Agriculture (CDFA) with the intention to seek funding to enhance and build robust farm to school programming.

Tobacco Policy Impacts - Blue Zones Project Yuba-Sutter played a key role in helping the Yuba County Coalition (CHAT) establish goals, create subcommittees (which will carry out the goals), and develop an action-oriented coalition. Both coalitions are working on the same issues and working together to pass comprehensive smoke-free policies.

Places

Thirteen organizations (worksites, schools grocery stores and restaurants) were Blue Zones Approved.

People

Engaged with 2,206 individuals through a variety of efforts including presentations, cooking demonstrations, walking groups and purpose workshops.

Sutter Buttes Regional Land Trust (SBRLT), whose mission is to protect and maintain the natural and agricultural resources of the Sutter Buttes and the surrounding region for present and future generations, has several projects which are important to quality of life in the region.

Swan Festival - The California Swan Festival was started in 2013 by the Yuba Sutter Chamber of Commerce and California Department of Fish & Wildlife to highlight wintering waterfowl in the heart of the Pacific Flyway. In 2022 Sutter Buttes Regional Land Trust became the festival lead with the intention of continuing to spotlight wildlife while adding a conservation focus to bring more awareness and understanding of our connection to the land. The festival serves to advance awareness and conservation of wintering waterfowl and other diverse wildlife that migrate through (and live in) the Pacific Flyway in the Yuba, Sutter, and Colusa region.

2023-2024 UPDATE: The Yuba County Government Center was utilized as a central location for all tours, presentations, and vendors. There were 149 attendees at the presentations by six presenters. The festival hosted 25 successful guided tours for 213 attendees at nine locations in the region. Additionally, The Sutter County Museum hosted the Swan Festival Kid's Zone promoting early childhood development skills with hands-on learning activities and crafts for children ages 0 through 5 and their families. The total attendance was 66 adults and 115 children.

Conservation Easements: The land trust currently has five easements that protect agriculture and habitat. The land trust has two fee owned properties which it manages: a 100-year-old schoolhouse in West Butte, listed on the National Register of Historic Places and North Butte in the Sutter Buttes. On February 17, 2023, Sutter Buttes Regional Land Trust (SBRLT) acquired its newest agricultural conservation easement (The Danna Farms conservation Easement) in Yuba County adjacent to SBRLT's existing Bear River Restoration area and Ecological Preserve near Plumas Lake development, permanently protecting approximately 876 acres of California farmland. The easement will preserve the agricultural landscape of our community, add to existing protected areas, and create a buffer of open space around development. SBRLT acquired the Easement with funding from both the Sustainable Agricultural Lands Conservation Program (SALC), which the California Strategic Growth Council administers in collaboration with the Department of Conservation (DOC); and the United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) Agricultural Conservation Easement Program (ACEP).

Yuba County Project

Bikeways and Pedestrian Trails: Bikeways and pedestrian trails provide an alternative mode of transportation as well as an outdoor activity that has the added benefit of connecting people with other points of interest. In January 2013, Yuba County adopted an update to the Yuba County Bikeway Master Plan, which lists and prioritizes projects and their estimated costs.

2023-2024 UPDATE: County selected a consultant to complete the Bicycle and Pedestrian Mobility Plan (update to Yuba County Bikeway Master Plan). The project outreach and early plan development has started.

City of Live Oak Project

Complete Live Oak Community Trail Project: This one-mile rail conversion project establishes a dedicated bicycle and pedestrian trail through the center of Live Oak on former railroad right-of-way. The project has four phases, with the first phase completed in 2010 and the third phase completed in 2015.

2023-2024 UPDATE: Phase 4 will be completed during 2023/2024. Phase 4 runs from Kola Street to Epperson Way utilizing the old Railroad Right of Way. It includes a bike/pedestrian trail and landscaping. The city continues to seek funding for phase 2.

City of Marysville Projects

Ellis Lake Restoration: A public works project to restore the 37-acre Ellis Lake area (between 9th and 16th streets and from B to D streets). This park and open space are regional landmarks attracting visitors from throughout the Yuba-Sutter area and the north state region. The lake was developed in the 1930s by the Work Progress

Administration (later renamed Work Projects Administration). The intended scope of work would include a master plan for facility improvements around the lake, including parking, lighting, landscaping, and irrigation, together with water quality improvements for the lake itself.

2023-2024 UPDATE: The city, with the assistance of YSEDC, has received \$3 million in state funding to make improvements and add amenities to the greenspace around the lake. The city will continue to look for funding opportunities to allow for future improvements.

Rehabilitate the River District for recreation and eco-tourism: A public works project to rehabilitate the waterfront setback areas along the Feather and Yuba rivers from the levees to the streambeds of both rivers. The area includes Riverfront Park and boat launch ramp, restrooms, soccer fields, vehicle parking, bicycle and pedestrian/jogging pathways, decommissioned sewer ponds.

2023-2024 UPDATE: Sewer Pond decommission was completed in October of 2023. Project cost approximately \$7.5 million. The city is in the process of negotiating an agreement for utilization of the southernmost ponds for off-road motorsports. Previously unused Softball fields have been rehabilitated from a state of disrepair and are now in use. **SEWER POND DECOMMISSION PROJECT COMPLETED-\$7.5 Million (State funds)**

Proposition 68 Per Capita Program: The city received \$177,952 in Proposition 68 grant funding under this program. City has proposed this funding be used for the replacement of the play equipment and play surfacing at Gavin Park and the addition of an accessible path based on the City's Park and Open Space Master Plan.

2023-2024 UPDATE: The first phase of the Project was completed in November 2023. Additional amenities are planned for installation in summer of 2024. **PHASE I OF PROJECT COMPLETED-\$178,952 (Prop 68 State funds)**

Bryant Field Rehabilitation: 2023-2024 UPDATE: Multiple improvements completed for Bryant field with assistance from Highlands Community Charter Academy, local non-profit, Saylove, Local 228 Pipefitters Union, and Local 118 Ironworkers Union. Improvements included replacement of entire outfield wall, replacement of C Street fence, rehabilitation of playing field surface, HVAC and lighting upgrades, safety improvements, and rehabilitation of a structure to accommodate home team players. Investment by city and private partners is valued at over \$500,000. Additional improvements are being contemplated to include additional safety netting to protect spectators, shade structures, field lighting upgrades, player facilities and restroom facilities upgrades, security/surveillance upgrades and additional HVAC replacements/additions.

PHASE I OF PROJECT COMPLETED-\$500,000 (Local, Private Investors)

City of Yuba City Projects

Yuba City Pedestrian Trail – Railroad Right of Way Conversion

The project includes the conversion of existing railroad right of way, across the City, to facilitate a bike and pedestrian trail that links the Sutter Bike Path from the west to the east to the City's bike network and across the City's 5th Street Bridge, connecting to the trail network in Marysville/Yuba County. This is a multi-phased project that will promote quality of life and economic development for the City.

2023-2024 UPDATE: The first phase involved completing a Feasibility Study with assistance from a \$200,000 Caltrans grant. The Feasibility Study was completed in 2023. Final design and construction will be substantially more expensive since there are 2 crossings of State Highways, as well as numerous City arterial street crossings.

PHASE I OF PROJECT COMPLETED-\$200,000 (State funds)

Sutter Bike Path Extension: The project includes extending the existing bike path within the City right-of-way from Hooper Road to Harter Parkway and along Harter Parkway from State Route 20 to Butte House Road.

2023-2024 UPDATE: Final design and easement acquisition is complete with construction anticipated to commence and complete in 2024.

Plumas Street Historic District and Water Tower Park Improvements: The project will help transform, beautify, and connect the Plumas Street Historic District with other improvements already completed in downtown Yuba

City to create a cohesive downtown area enhancing civic pride and drawing businesses and visitors to this shopping and recreation district. Project elements include improvements to the Water Tower Park lighting improvements, construction of placemaking gateway arch, and development of a "Clean and Safe Yuba City" litter abatement campaign.

2023-2024 UPDATE: Construction of the Water Tower improvements was completed in 2023. The Center Street Lighting, Gateway Arch at Bridge Street, Water Tower Park improvements, and Cleanup Campaign will be completed in 2024.

Tactic 2 – Promote and support collaboration and shared resources for regional public safety

Regional Projects

Sutter Yuba Homeless Consortium: The purpose of the Sutter Yuba Homeless Consortium (SYHC) is to connect our homeless population with programs and services that can help them overcome obstacles that are preventing permanent housing solutions for individuals and families.

2023-2024 UPDATE: In January 2023, the consortium conducted a Point in Time (PIT) count of all sheltered and unsheltered people experiencing homelessness. It was determined that 963 persons were experiencing homelessness, 418 in Sutter County and 545 in Yuba County. During the PIT count, it was also reported that 252 persons were “precariously housed” (Staying with friends/family or paying for a motel themselves, 105 in Sutter County and 147 in Yuba County).

In 2023, SYHC clients achieved the following:

- Employment: 24 clients obtained employment
- Education: 25 children and youth achieved basic grade levels; 46 adults demonstrated improved basic education
- Income and Asset Building: 36 individuals achieved and maintained capacity to meet basic need for 180 days.
- Housing: 592 households obtained safe temporary shelter and 135 obtained safe and affordable housing.

Sutter County Project

Better Way: Better Way Shelter is a low barrier homeless shelter that provides 40 individuals with a temporary place to stay for up to three months. This voluntary program works with single individuals 18 years old and above who are Sutter County residents. Participants in the shelter work alongside a case manager and housing navigator to find transitional or permanent housing. Better Way follows the *Housing First* model and case managers work with participants to secure housing while receiving supported services.

2023-2024 UPDATE: None provided.

Yuba County Project

14FORWARD Homeless Temporary Shelter

Yuba County partnered with several nonprofit agencies and the private sector to develop 14FORWARD, the first temporary shelter and resource center for the homeless in the region. The site includes 25 two-person structures, an onsite manager, dog facility, and provides services and resources to move the homeless toward permanent employment and housing.

2023-2024 UPDATE: The Salvation Army served 293 people in 2023 at 14Forward. Shelter was offered to every young person between the ages of 18-24 who was experiencing homelessness, resulting in 20 young people receiving shelter assistance during the year. 69 people aged 55 and older were provided services at the shelter as well, with the eldest being 84 years of age. Throughout the year, repairs were made to the warming/cooling room and offices at the shelter and additional facility safety improvements were completed.

Yuba City Project

Local Roadway Safety Plan

The plan will create a framework to systematically identify, analyze, and prioritize safety improvements on roads in Yuba City. **2023-2024 UPDATE:** The plan was adopted in December 2023.

PROJECT COMPLETED-\$80,000 (State & Local funds)

Tactic 3 – Promote the role of the Yuba-Sutter Economic Development District

YSEDC/YSEDD completed the 2023 annual updates in March 2023 which were submitted and approved by EDA. All updated documents were made available on YSEDC's website and promoted through social media platforms and email blasts. YSEDC and the CEDS committee are currently working on 2024 update and anticipates it will be completed March 2024.

Economic Disaster, Recovery and Resiliency

Mitigation planning is essential to the region's ability to withstand and recover from disasters.

Yuba County Office of Emergency Services had completed its five-year update of its Multi-Jurisdictional Multi-Hazard Mitigation plan (MJMH plan) in 2021. This Local Hazard Mitigation Plan (LHMP) Update serves to update the 2015 Federal Emergency Management Agency (FEMA) approved Yuba County LHMP. The purpose of hazard mitigation is to reduce or eliminate long-term risk to people and property from hazards. Yuba County, two incorporated communities, and nine special districts prepared this LHMP Update. The purpose of Yuba County LHMP is to make the County and its residents less vulnerable to future hazard events.

https://www.yuba.org/departments/emergency_services/multi-hazard_mitigation.php.

Yuba County maintains a comprehensive emergency services webpage that provides current information for disaster, flood and emergency preparedness, and resources and tools.

https://www.yuba.org/departments/emergency_services/about_yuba_county_oes.php

Sutter County had completed its update for its Local Hazard Mitigation Plan (LHMP) in 2021. Sutter County partnered with the cities of Yuba City and Live Oak and several special districts to update their 2013 Local Hazard Mitigation Plan (LHMP). Flood, drought, earthquake, and wildfire are just a few of the hazards to Sutter County. While natural hazards such as these cannot be prevented, an LHMP forms the foundation for a community's long-term strategy to reduce disaster losses by breaking the repeated cycle of disaster damage and reconstruction.

<https://www.suttercounty.org/government/county-departments/emergency-services/office-of-emergency-management-oem/hazard-mitigation>.

Sutter County maintains a comprehensive Emergency Services webpage that provides current information for disaster, flood and emergency preparedness, and resources and tools.

<https://www.suttercounty.org/government/county-departments/emergency-services/office-of-emergency-management-oem/flood-preparedness>

YSEDC completed a Yuba-Sutter Pandemic and Disaster Economic Recovery and Resilience plan in 2021. This plan is prominently displayed on YSEDC'S website, <https://www.ysedc.org/strategy>.

Yuba Water Agency

Yuba Foothills Healthy Forest Project: In 2019, Cal Fire awarded \$4.5 million to Yuba Water Agency and partners to fund needed forest health treatments in the Yuba County foothills. The project is a collaborative effort that includes Yuba Water Agency, the Plumas National Forest, Yuba Watershed Protection and Fire Safe Council, private timber companies and landowners. This grant is supporting significant biomass removal treatments on

5,375 acres in the Yuba County foothills, all of which are adjacent to communities with limited resources for fire risk reduction efforts, including Oregon House, Dobbins, Brownsville, Challenge, and Rackerby. These treatments will improve forest health and reduce the risk of a catastrophic wildfire within a “Project Impact Zone” that spans more than 71,000 acres and includes an estimated 2,721 structures. This project began implementation in 2020 and is expected to be completed in 2024.

North Yuba Forest Partnership is a diverse group of nine organizations passionate about forest health and the resilience of the North Yuba River watershed. Together, the partners are working on an unprecedented scale to collaboratively plan, analyze, finance, and implement forest restoration across 275,000 acres of the watershed. Through ecologically based thinning and prescribed fire, the partnership seeks to protect North Yuba communities from the threat of catastrophic wildfire and restore the watershed to a healthier, more resilient state. Restoration efforts are expected to take many years, if not decades to complete, with the most critical project areas targeted first, i.e., at-risk communities, emergency response, evacuation access routes and treatments to areas that have the potential to stop a wildfire from spreading. In FY 2022 \$6.8 million in Bipartisan Infrastructure Law funding (BIL) was expended and for 2022 through 2024 a total of \$25.5 million in BIL funding is expected.

Report on Economic Development Activities

Yuba-Sutter Economic Development Corporation is committed to maintaining an understanding of the community it serves and is actively involved by having a seat on boards, commissions, projects, and events within the community. Workforce Investment Board, Sutter-Yuba Homeless Consortium, California Finance Consortium, local nonprofit capacity building and the military privatization P4 initiative are just some of the boards/organizations/programs of which are comprehensive and achievable goals of the CEDS.

YSEDC engaged in the following economic development activities throughout the 2023 year to support the implementation of CEDS. The following provides a summary of these activities that:

- Promote economic development and opportunity
- Support efforts to attract, maintain, promote, and expand regional industries and businesses
- Maximize effective development, alignment, and use of workforce
- Provide technical support and access to business and financial resources
- Obtain and utilize adequate funds and other resources
- Support the work of local governments in their efforts to provide sound physical infrastructure

Promote Economic Development and Opportunity

Activity	Time Frame
1. Implementation of the Regional Comprehensive Plan	Ongoing
2. Maintain Economic Development District status for the region. This includes preparing the following documents: • Comprehensive Economic Development Strategy (CEDS) 2020-2025 • Update CEDS appendices I, IV and V • CEDS Annual Performance Report • Conduct a regional SWOT Analysis every five years	Completed Annually Annually FY2025 – 2029
3. Collaboration and coordination with state, regional, county, and local economic efforts.	Ongoing

• Serve on committees and boards to provide guidance • Provide venues for collaborative meetings	
4. Provide technical assistance to jurisdictions through technical assistance programs • Maintain data mining tools on YSEDC site • Provide socioeconomic, transportation, demographic, etc. data as needed • Assist with grant research, writing, administration as needed	Ongoing

Support efforts to attract, maintain, promote, and expand regional industries and businesses

Activity	Time Frame
1. Maintain and continue Business Attraction Program • Continue to partner with Greater Sacramento Economic Council, Center for Economic Development, Go-Biz, etc. • Respond to RFP's	Ongoing
2. Maintain and ensure Yuba-Sutter Business Consortium remains viable to private and public sectors • Provide venue, schedule, and conduct meetings, develop and maintain programs and maintain administrative functions • Ensure collaboration and interest of partners • Review, develop and lead programs of the consortium	Ongoing
3. Promote, support, and enhance agriculture-based tourism • Continue to develop Highway 65 corridor and Sports and Entertainment Zone.	Ongoing
4. Promote the continued viability of military installations near the region. • Promote and protect Beale Air Force Base as the region's largest employer • Support expansion of Beale's existing missions, recruitment of new missions, and regional pledge to protect Beale from reduction or closure • Provide support for Beale Air Force Base's infrastructure needs	Ongoing
5. Brand and Market the region for development, investment, and regional growth. • Create marketing campaign for business attraction • Promote visitor services and tourism • Collaborate with private and public sector organizations to increase marketing of Yuba-Sutter	Ongoing

Maximize effective development, alignment, and use of workforce

Activity	Time Frame
1. Support the efforts of and collaborate with workforce development centers, community one stops, colleges and universities. • Ensure continued partnerships with local agencies and educational institutions	Ongoing

Provide technical support and access to financial resources

Activity	Time Frame
1. Continue to assist jurisdictions with infrastructure development projects by providing technical assistance, funding opportunities and resources	Ongoing
2. Continue Bear Essentials program to provide businesses with access to resources, tools, and lending programs • Conduct two business walks within the district annually • Conduct business resource workshops • Conduct and/or assist with business development workshops • Assist businesses with expansion projects • Foster growth and development of local firms to create and retain jobs, increase the business, and tax base • Provide financial readiness and loan accelerator program • Provide business education workshops	Ongoing

Obtain and utilize adequate funds and other resources

Activity	Time Frame
1. Pursue additional funding from EDA while leveraging funding from additional private and public sources. • Pursue EDA funds for Lending Program • Pursue EDA funds for infrastructure for Highway 65 corridor and Sports and Entertainment Zone	Ongoing
2. Continue providing information on local, state, and federal economic and infrastructure development programs	Ongoing
3. Continue to provide administration and reporting of EDA-funded Yuba County Taxiway Project	Completed
4. Pursue funding from other sources for Multi-Jurisdiction Multi-Hazard Mitigation	Completed

Support the work of local governments in their efforts to provide sound physical infrastructure

Activity	Time Frame
1. Maintain communication with jurisdiction leaders regarding public works projects, provide technical assistance and funding sources as needed. • Ensure public works projects are included in CEDS document and progress is annually updated and reported.	Ongoing

Schedule of Goals - YSEDC

1. YSEDC will continue to assist in the development and implementation of the CEDS by providing research, statistical updates, printing, planning and scheduling CEDS Committee meetings.
2. YSEDC will provide both technical assistance, demographic and economic mining resource tools, and capital access for both the public and private sectors through grant research and writing and small business loans throughout the year.
3. YSEDC to continue its community involvement by maintaining memberships, seats and associations with public, private, and non-profit organizations to maintain an excellent overview of the economic conditions of the district.

4. YSEDC to continue its two business walks (fall and spring), surveys, and business development assistance programs to maintain a comprehensive understanding of the needs and desires of the stakeholders of the community and to assist in employment development.

Schedule of Goals - Region

The region will continue to work toward achieving its goals and tactics as stated in the CEDS and support the public works projects of the member jurisdictions within the District.

ATTACHMENT 3

BUILDING PROSPERITY IN THE YUBA-SUTTER REGION

APPENDIX I

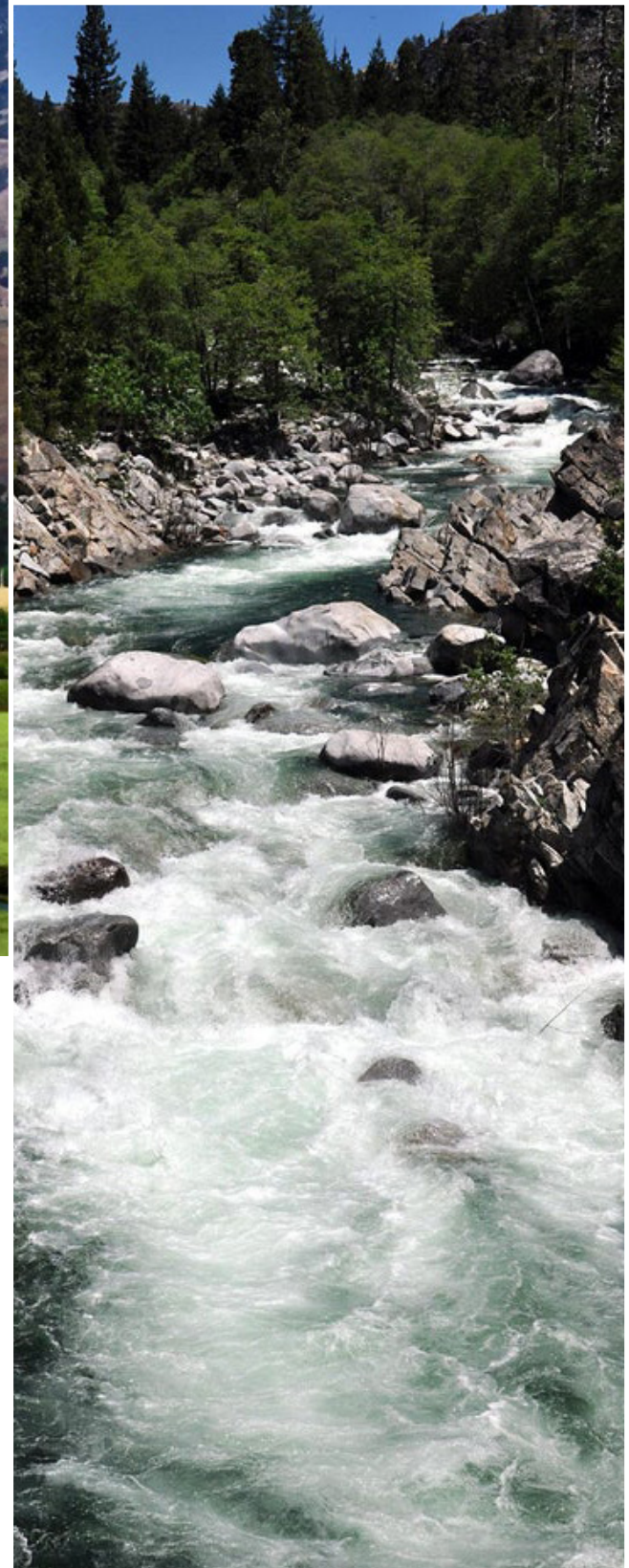
DATA PROFILES 2020-2025

COMPREHENSIVE
ECONOMIC
DEVELOPMENT
STRATEGY

Updated January 1, 2024



YUBA-SUTTER ECONOMIC DEVELOPMENT CORPORATION



ECONOMIC STRENGTH RANKING

In 2023, Yuba City, CA MSA fell to an economic strength ranking of 148 out of 384 MSAs, down from 2022's ranking of 85

Economic strength rankings measure how the economy has behaved, not why. A local economy is defined by where people live and work, earn and spend. The criteria to determine the economic strength are industrial sectors and consistency of growth (rate or stability).

Metropolitan Statistical Areas (MSA) have at least one urbanized area with a population of at least 50,000, plus adjacent territory (counties) which have a high degree of social and economic integration with the core as measured by commuting. The Yuba-Sutter region is identified as Yuba City, CA MSA. There are 384 MSAs in the United States.

Industrial Sectors

Group 1 – Industrial sectors reflect overall growth in size and quality. The quality of the economy is based upon what people earn, as individual earnings influence a person's "standard of living."

- All Workers- Earnings, Jobs and Wages
- Per Capita Total Worker Earnings, Personal Income and Earnings by Residences
- Wage & Salaried Workers- Earnings
- Wage & Salaried Workers – Jobs and Wage and Salaried Worker Wages

Group 2 – These sectors reflect how the economy is behaving. Small businesses and the construction and retail industries are extremely reactive to the "flow of money" coming into an area. They typically grow or decline in direct proportion to the condition of the economy. There are, of course, exceptions. Areas, which have become destinations for retirement age individuals will have high growth numbers in both construction and retail, while they might not have a strong economy.

- Non Farm Proprietors- Earnings, Jobs and Wages
- Construction- Worker Earnings, Jobs and Wages
- Retail- Worker Earnings, Jobs and Wages

Group 3 – These sectors are negative sectors. Growth in these reflects a poor economy.

- Per Capita Income Maintenance (Welfare)
- Actual Per Capita Income Maintenance (Welfare)
- Per Capita Medical Assistance for the Poor (Medicaid)
- Actual Per Capita Medical Assistance for the Poor (Medicaid)

Consistency of Growth

Simply identifying the areas that have the fastest or slowest growth rates is insufficient when trying to determine the character of a local economy. The rate, consistency, or stability of the growth area equally important.

**Yuba City, CA MSA
has improved its
ranking by 126
since 2016.**



ECONOMIC STRENGTH RANKINGS

2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
148	85	98	99	121	181	237	274	246	253

Source: Policom, <https://policom.com/>

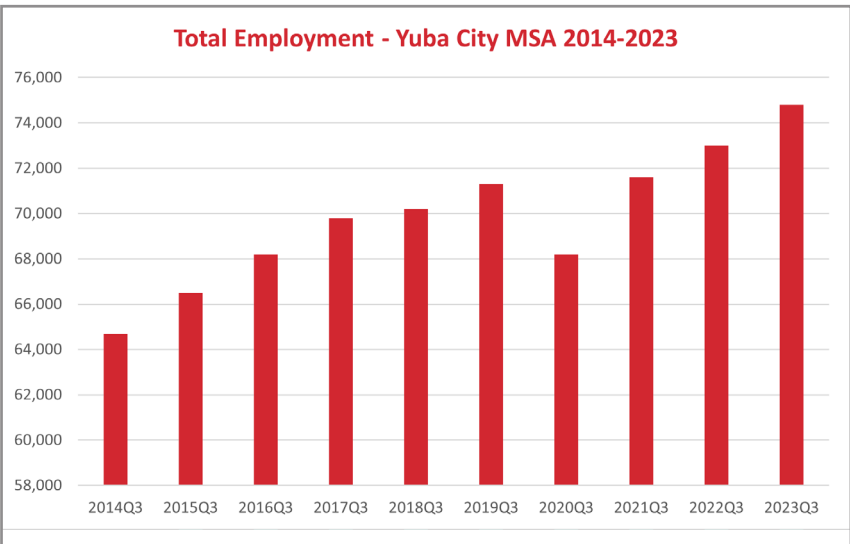
EMPLOYMENT/OCCUPATION OVERVIEW

EMPLOYMENT TRENDS

The region has a civilian labor force of 79,800 and as of 2023Q3, total employment for the Yuba City MSA was 74,800. The total industry employment was 57,800 and was up by 1.4 percent from the previous year. Yuba City MSA labor force participation rate is 58.3 percent.

UNEMPLOYMENT RATE

The unemployment rate for the Yuba City, CA MSA was 6.3 percent as of September 2023, above from the year-ago estimate of 4.9 percent. This compares with an unadjusted employment rate of 4.9 percent for California and 3.6 percent for the nation during the same period. The unemployment rate was 6.3 percent in Sutter County, and 6.2 percent in Yuba County.



WAGE TRENDS

The average worker in the Yuba City, CA MSA earned annual wages of \$55,907 as of 2023Q2. Average annual wages per worker increased 3.6 percent in the region over the preceding four quarters. For comparison purposes, annual average wages were \$70,318 in the nation as of 2022Q2.

OCCUPATION SNAPSHOT

The largest major occupation group in the Yuba City, CA MSA is Office and Administrative Support Occupations, employing 5,662 workers. The next-largest occupation groups in the region are Transportation and Material Moving Occupations (5,570 workers) and Food Preparation and Serving Related Occupations (5,032 workers). High location quotients (LQs) indicate occupation groups in which a region has high concentrations of employment compared to the national average. The major groups with the largest LQs in the region are Farming, Fishing, and Forestry Occupations (LQ = 9.37), Educational Instruction and Library Occupations (1.40), and Healthcare

Support Occupations (1.32).

Occupation groups in the Yuba City, CA MSA with the highest average wages per worker are Healthcare Practitioners and Technical Occupations (\$115,400), Management Occupations (\$113,300), and Computer and Mathematical Occupations (\$107,400).

Over the next year, the fastest growing occupation group in the Yuba City, CA MSA is expected to be Healthcare Support Occupations with a +2.2% year-over-year rate of growth. The strongest forecast by number of jobs over this period is expected for Healthcare Support Occupations (+75 jobs) and Transportation and Material Moving Occupations (+44). Over the same period, the highest separation demand (occupation demand due to retirements and workers moving from one occupation to another) is expected in Food Preparation and Serving Related Occupations (951 jobs) and Transportation and Material Moving Occupations (768).

2018-2028 FASTEST GROWING OCCUPATIONS



Hotel, Motel & Resort Clerks
487.5%



Maids & Housekeeping Cleaners
148.4%



Housekeeping & Janitorial Supervisors
75%



Building Cleaning & Pest Control Workers
62.8%



Heavy Truck Drivers
62.8%



Building & Ground Maintenance Occupations
48%



Veterinary Assistants/ Laboratory Animal Care
40%



Motor Vehicle Operators
39%

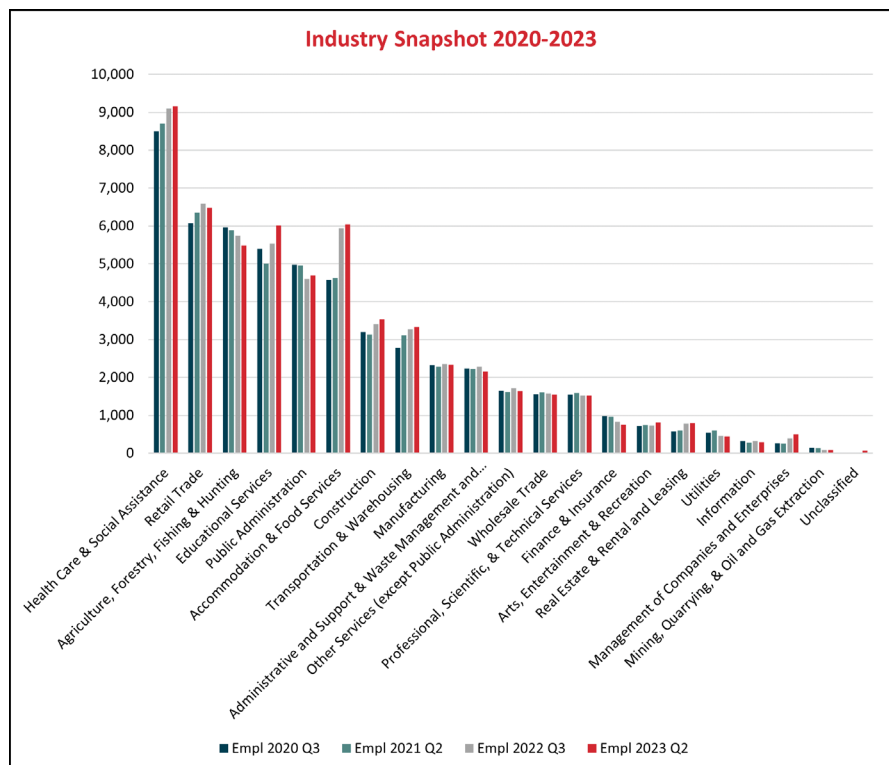
INDUSTRY SNAPSHOT



The largest major occupation group in the Yuba City, CA MSA is Office and Administrative Support Occupations, (5,646 workers). The next-largest occupation groups in the region are Transportation and Material Moving Occupations (5,527 workers) and Sales and Related Occupations (4,995). High location quotients (LQs) indicate occupation groups in which a region has high concentrations of employment compared to the national average. The major groups with the largest LQs in the region are Farming, Fishing, and Forestry Occupations (LQ = 9.53), Educational Instruction and Library Occupations (1.34), and Healthcare Support Occupations (1.30).

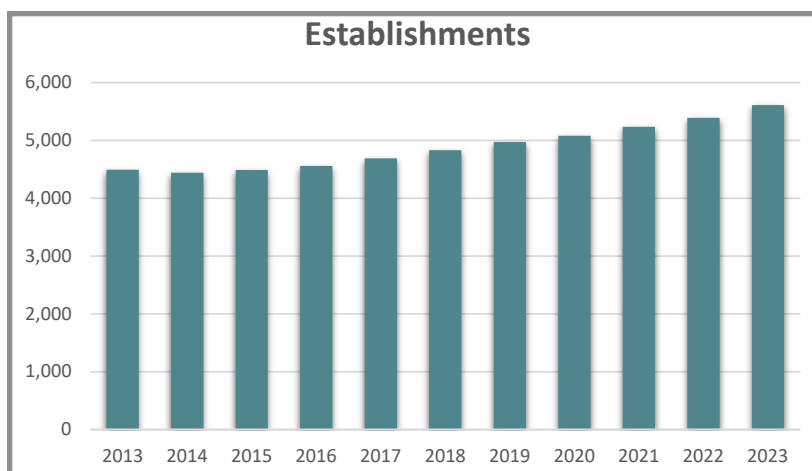
Occupation groups in the Yuba City, CA MSA with the highest average wages per worker are Healthcare Practitioners and Technical Occupations (\$114,400), Management Occupations (\$107,000), and Computer and Mathematical Occupations (\$102,900). The unemployment rate in the region varied among the major groups from 1.8% among Healthcare Practitioners and Technical Occupations to 10.6% among Food Preparation and Serving Related Occupations.

Over the next one year, the fastest growing occupation group in the Yuba City, CA MSA is expected to be Healthcare Support Occupations with a +2.6% year-over-year rate of growth. The strongest forecast by number of jobs over this period is expected for Healthcare Support Occupations (+84 jobs) and Food Preparation and Serving Related Occupations (+82). Over the same period, the highest separation demand (occupation demand due to retirements and workers moving from one occupation to another) is expected in Food Preparation and Serving Related Occupations (959 jobs) and Transportation and Material Moving Occupations (765).



BUSINESS ESTABLISHMENTS

The Yuba-Sutter region's number of covered employment establishments, (Businesses whose employees are covered by unemployment insurance benefits), grew 24.95 percent over the past 10 years from 4,492 to 5,613. There was a substantial dip in the growth in 2012 as a direct result of the 2009 recession which came a bit slower to the area. However the region recuperated steadily in the following years and continues to grow.



TOP 10 EMPLOYERS - SUTTER COUNTY (2023)

Company Name	No. of Employees*	Industry Type
Yuba City Unified School District	1,416	Education
Sutter County	1,019	Government, Local
Legend Transportation, Inc	1,000	Transportation
Sunsweet Growers Inc.	600	Food Processing
Sutter North Medical Group Yuba City	475	Healthcare
Sysco Sacramento, Inc.	460	Food Distribution
Rush Personnel	400	Employment Services
Walmart - Yuba City	384	Retail - General
Express Employment Professionals	315	Employment Services
City of Yuba City	300	Government, Local

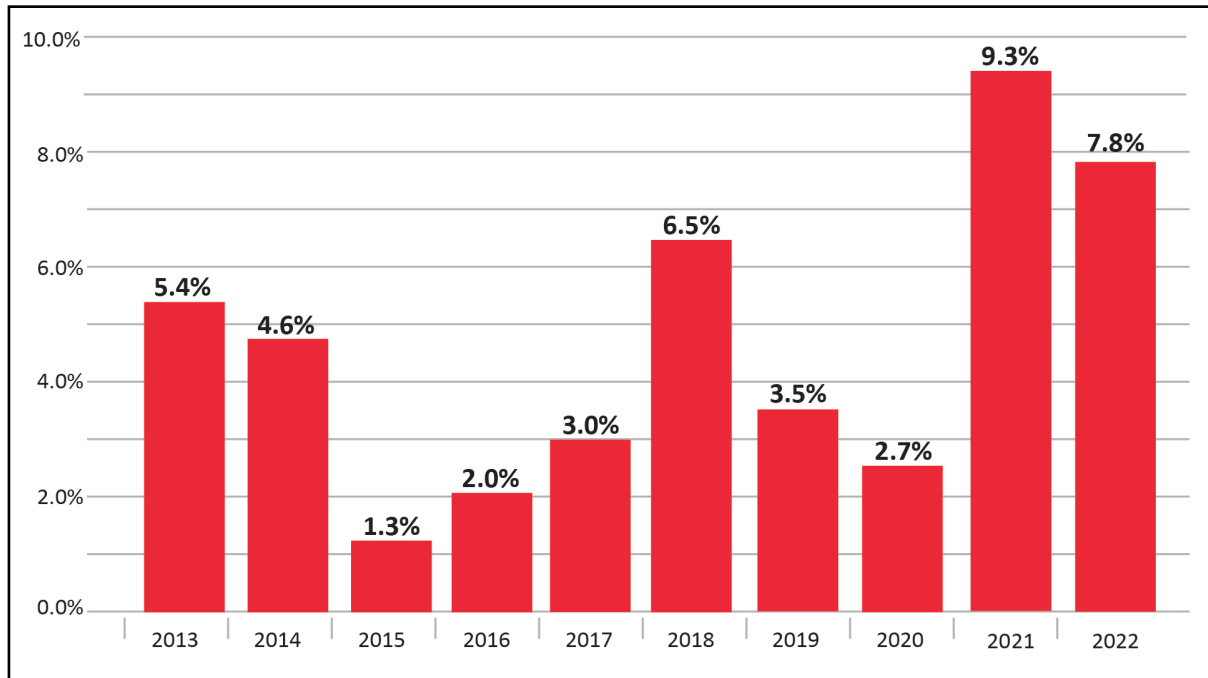
TOP 10 EMPLOYERS - YUBA COUNTY (2023)

Company Name	No. of Employees*	Industry Type
Beale Air Force Base - Military & Civilian	4,237	Military
Adventist Health + Rideout	2,400	Healthcare
Marysville Joint Unified School District	1,653	Education
Hard Rock Hotel & Casino	1,012	Hospitality
Yuba County	891	Government, Local
Caltrans DOT Transportation Dept.	720	Government, State
Yuba College (Marysville Campus)	691	Education
Bishops Pumpkin Farm*	450	Agriculture
Walmart - Marysville	390	Retail - General
Frank M. Booth	350	Construction

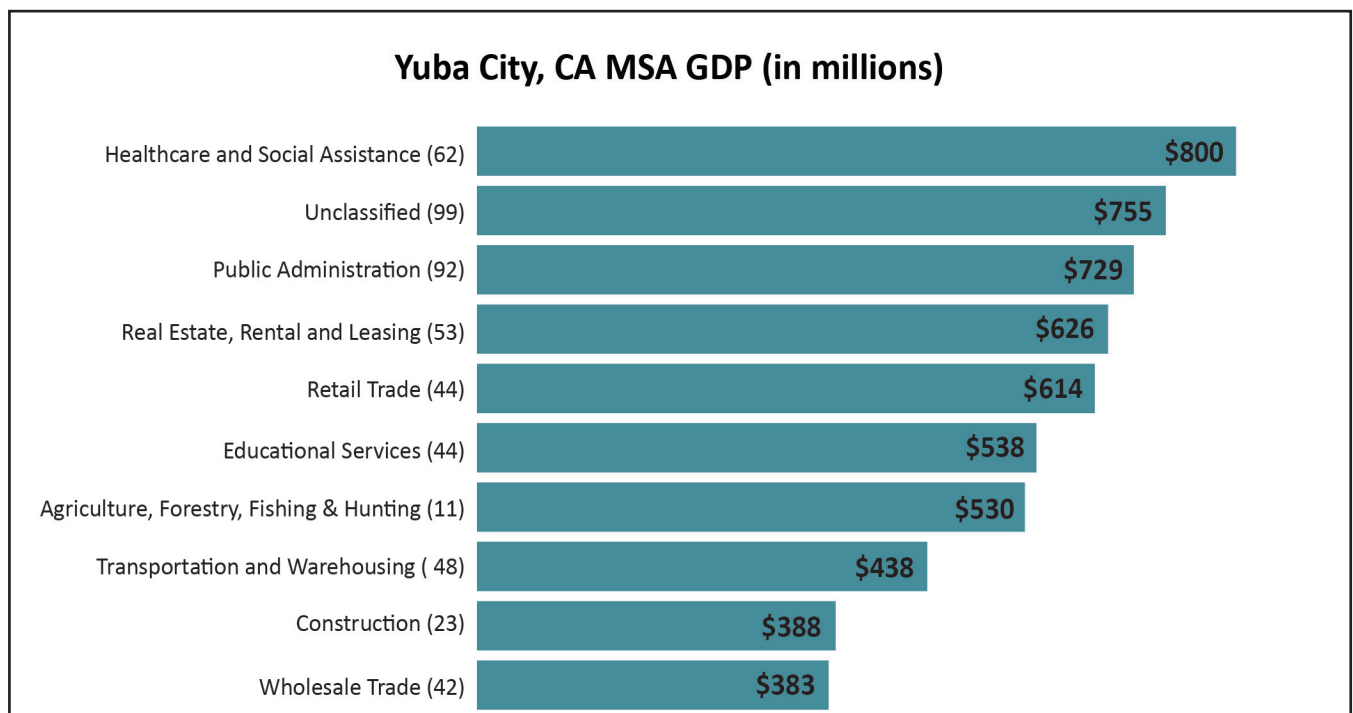
* Number of employees includes part-time and seasonal workers

GROSS DOMESTIC PRODUCT

Gross Domestic Product (GDP) is the total value of goods and services produced by a region. In 2022, nominal GDP in the Yuba City, CA MSA expanded 7.8 percent. This follows growth of 9.3 percent in 2021. As of 2022, total GDP in the Yuba City, CA MSA was \$7,432,139,000.



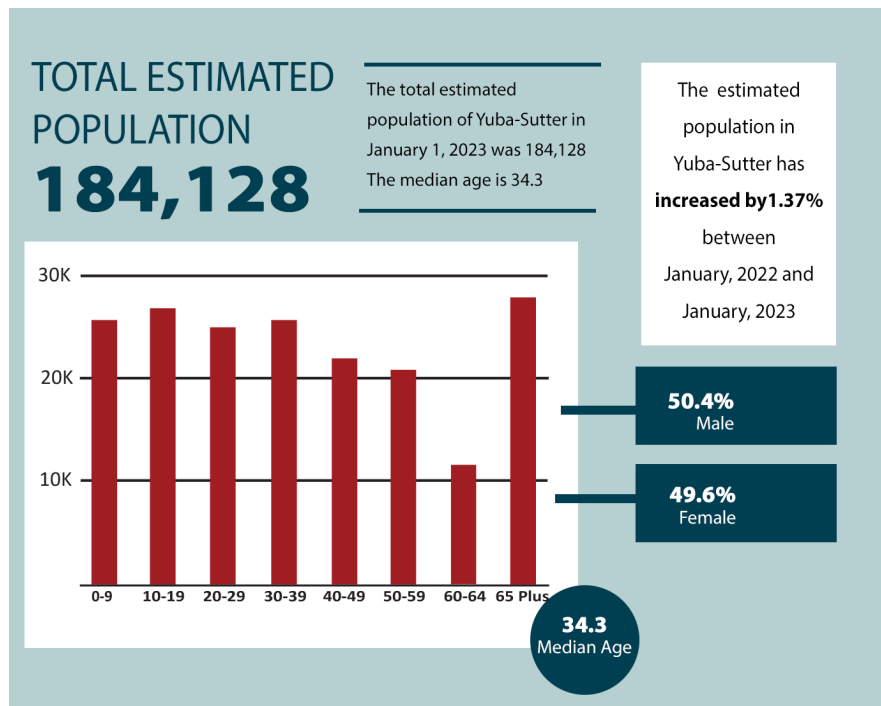
Of the sectors in the Yuba City, CA MSA, Health Care and Social Assistance contributed the largest portion of GDP in 2022, \$800,232,000. The next-largest contributions came from Unclassified (\$755,386,000); Public Administration (\$728,757,000); and Real Estate and Rental and Leasing (\$625,653,000).



Gross Domestic Product data is provided by the Bureau of Economic Analysis

POPULATION, AGE & HOUSEHOLDS

According to the California Department of Finance, Sutter County's preliminary estimated population for January 2023 was 98,952 an increase of 0.4 percent over January 2022 data. About 70.3 percent or 69,478 Sutter County residents reside in Yuba City, the county seat and largest city. The population of City of Yuba City decreased by 0.2 percent from the previous year. Yuba City serves as the center for shopping and business for Sutter and Yuba counties as well as parts of Butte and Colusa counties. Sutter County's total population is projected to reach 104,005 residents by the year 2030, an increase of 4.7 percent over Census 2020 figures. The county's population is projected to decrease to 103,147 (-0.83 percent) by 2060.



Yuba County's preliminary estimated population for January 2023 was 82,275, an increase over 2022 data of 0.4 percent. The largest city within the county, Marysville, is the county seat and one of California's most historic cities. Its history as a community dates to California's Gold Rush era. Much of Yuba-Sutter's agricultural, recreational, educational and industrial activities are located within Yuba County. Of the Yuba County population, nearly 80 percent reside in the unincorporated areas. The population in Yuba County is projected to reach 87,172 by the year 2030, an increase of 6.6 percent above the 2020 census. Yuba County's population is projected to increase to 96,176 (16.3 percent) by 2060.

As the area's population is expected to increase 9.74 percent over the next 30 years, the cities and counties are working to manage this growth by improving infrastructure elements such as roads, water, wastewater, and levee systems. Special attention to major transportation arteries will be especially critical.

Households

According to the U.S. Census Bureau, the average number of persons per household is 2.98 and 70.6 percent are family households and 49.4 percent are married couples. The California Department of Finance estimates that there are 65,775 housing units in the region with 1.3 percent homeowner vacancy and 3.1 percent rental vacancy. There are 39.81 percent homes that are rental occupied and 60.19 percent are owner occupied.

INCOME AND SPENDING

Households in Yuba and Sutter Counties earn a median annual income of \$71,066 and 33.72 percent of the households earn more than the national households average each year. Household expenditures average \$70,066 per year.

\$71,066
Median Household Income

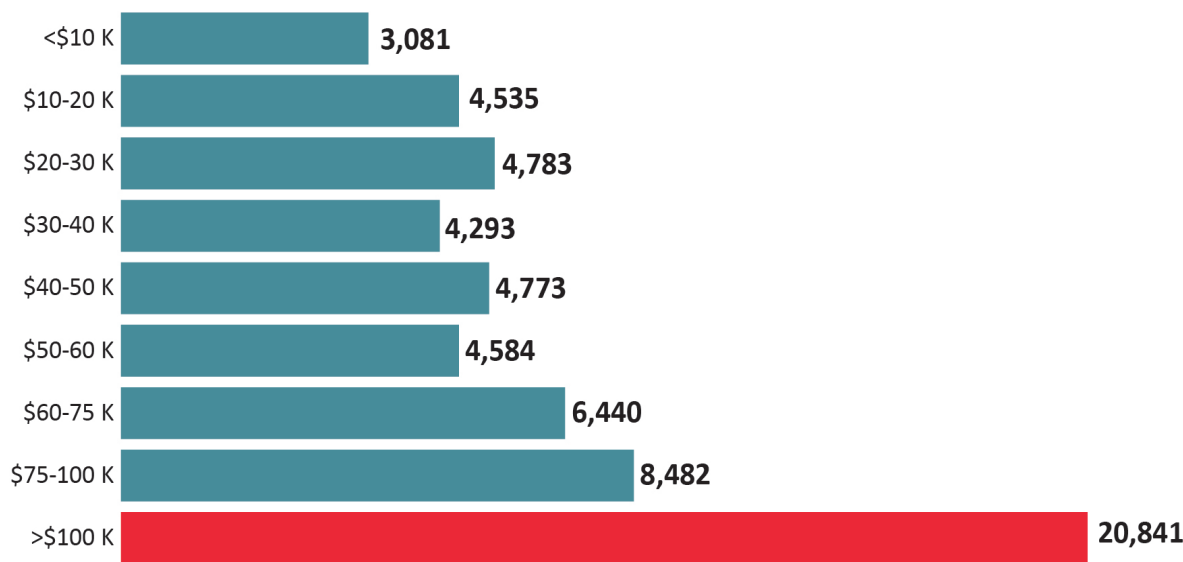
26%

less than the state

6%

less than the nation

Household Income Distribution



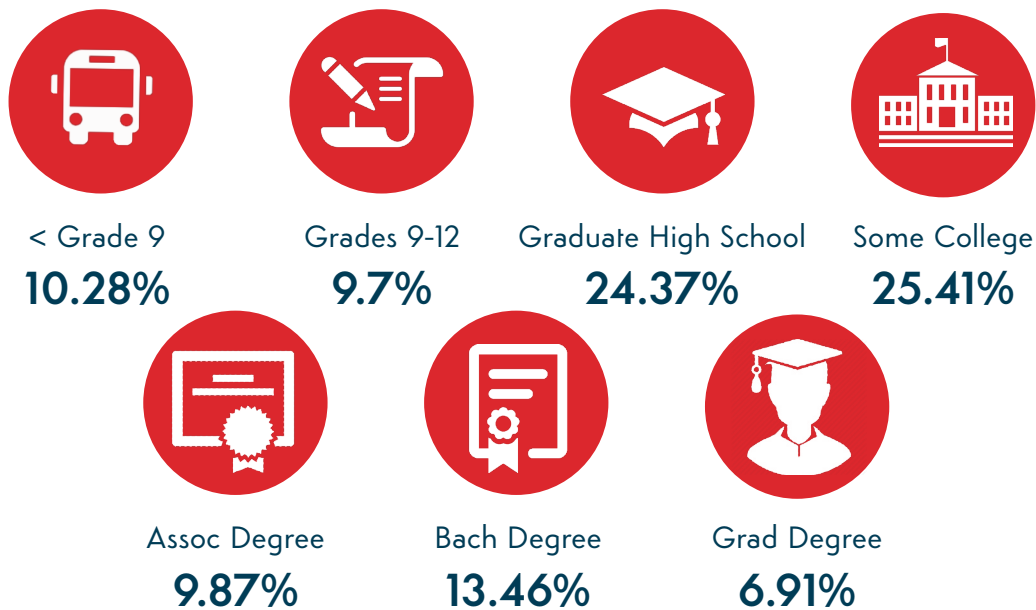
The majority of earnings get spent on shelter, transportation, food and beverages, healthcare, and utilities. Consumer expenditures increased 14.7 percent over the previous year and reflect the increase in the cost of living. For comparison purposes, the cost of living in Yuba City MSA is 11.1 percent higher than the U.S. average and 30 percent lower than the State of California.



EDUCATIONAL ATTAINMENT

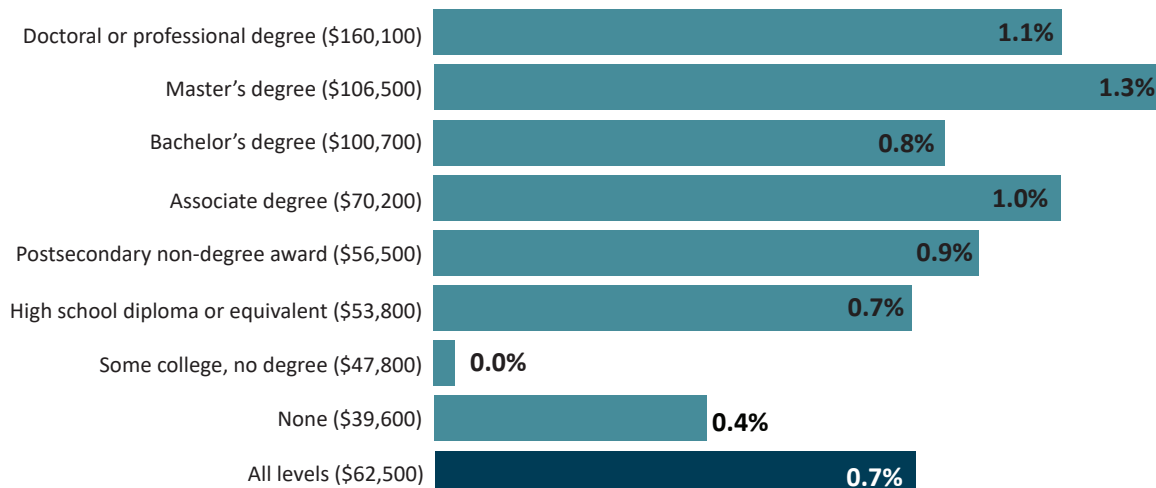
School enrollment for the population, ages three years and older in Yuba City MSA, includes nursery and preschool, kindergarten, elementary, high school, college and graduate school. In 2022, U.S. Census Bureau American Community Survey five-year estimates indicate there was 49,222 or 27.1 percent of the region's population in school.

30.24 percent of the population in Yuba and Sutter Counties have an Associate's Degree or higher. This attainment was about the same as the previous year. 55.65% have completed some college or higher.



Expected growth rates for occupations vary by the education and training required. While all employment in the Yuba City, CA MSA is projected to grow 0.7% over the next ten years, occupations typically requiring a postgraduate degree are expected to grow 1.1% per year, those requiring a bachelor's degree are forecast to grow 0.8% per year, and occupations typically needing a 2-year degree or certificate are expected to grow 1.0% per year.

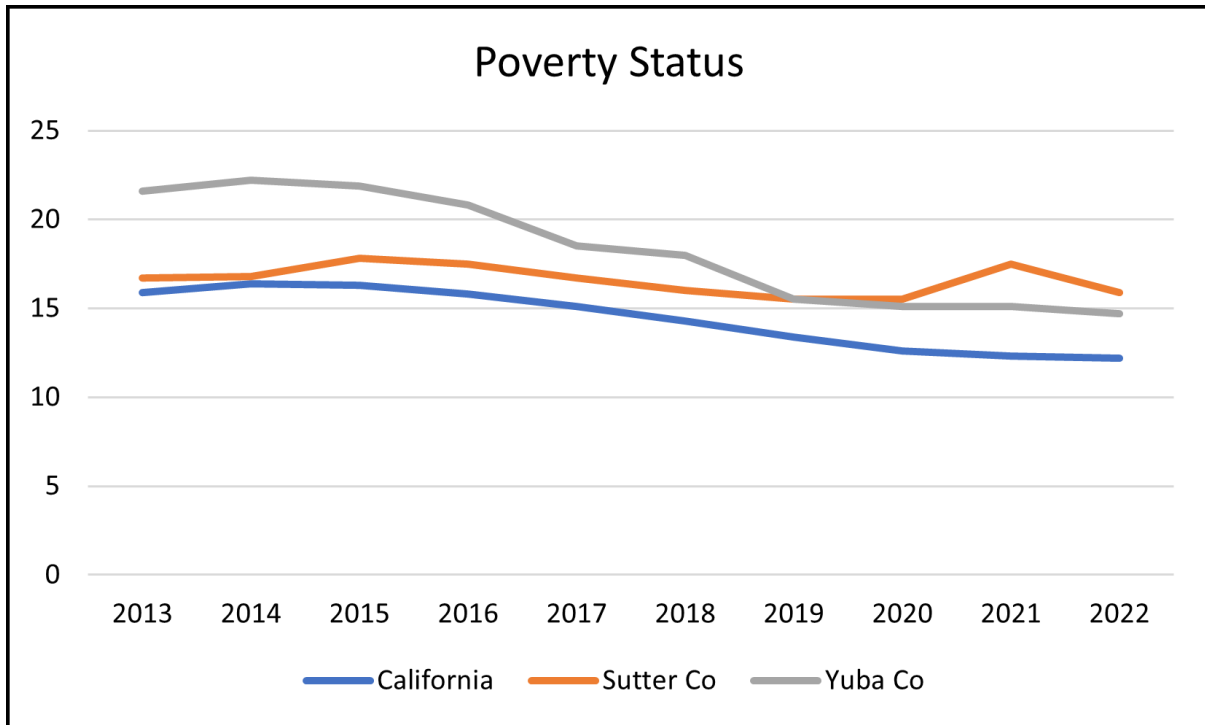
Annual Average Projected Job Growth by Training Required for Yuba City, CA MSA



Employment by occupation data are estimates as of 2023Q2. Education levels of occupations are based on BLS assignments. Forecast employment growth uses national projections from the Bureau of Labor Statistics adapted for regional growth patterns.

POVERTY

Poverty thresholds (U.S. Census Bureau) represent a federal government estimate of the point below which a household of a given size has pre-tax cash income insufficient to meet minimal food and other basic needs. The poverty rate for the Yuba-Sutter region typically has been higher than both national and state levels. American Community Survey 2022 poverty estimates the percentage of Yuba-Sutter's families for which poverty status is determined to be at 15.4 percent compared to the state's percentage of 12.2 percent and USA's level of 12.6 percent. The overall poverty rate (15.4 percent) for the region is trending down after peaking in 2015 (19.85 percent) and decreased 1 percent from 2021 levels.



ATTACHMENT 4

BUILDING PROSPERITY IN THE YUBA-SUTTER REGION

APPENDIX IV

AGRICULTURE ECONOMIC PROFILE

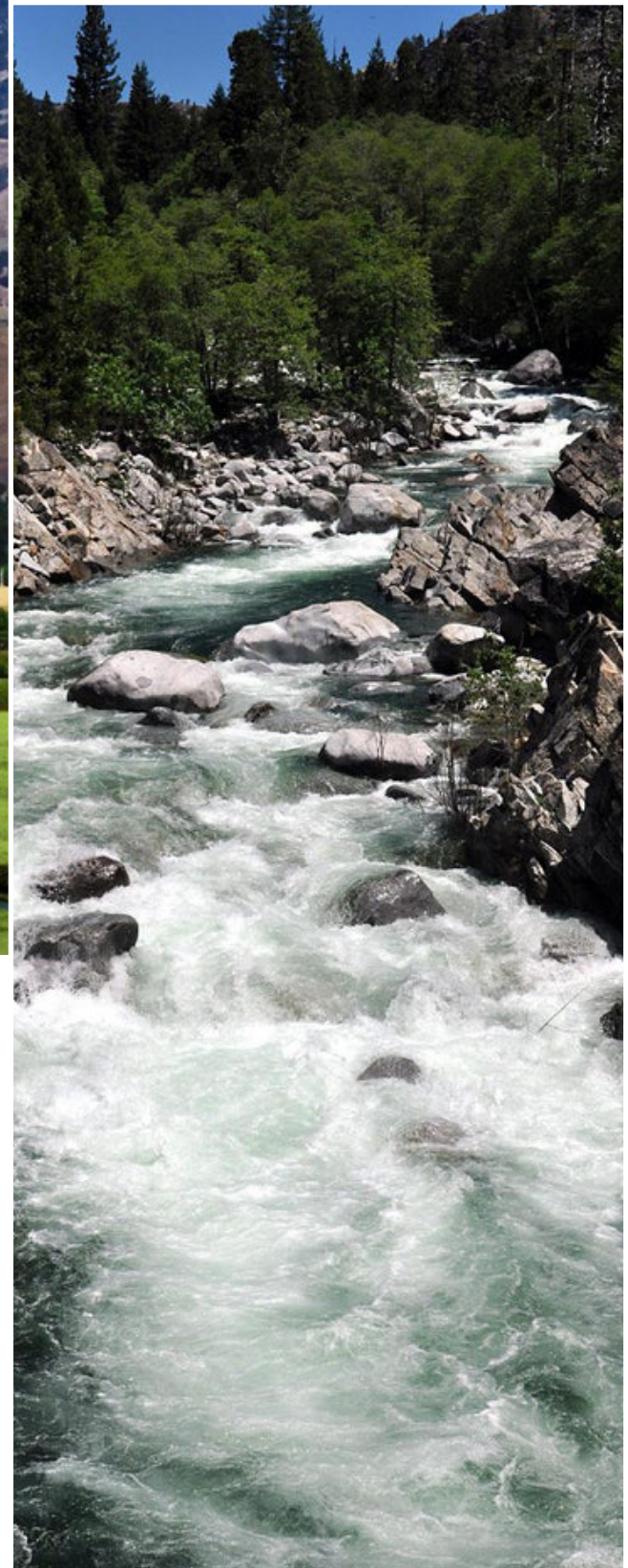
2020-2025

COMPREHENSIVE
ECONOMIC
DEVELOPMENT
STRATEGY

Updated January 1, 2024



YUBA-SUTTER ECONOMIC DEVELOPMENT CORPORATION



AGRICULTURE AS ECONOMIC DEVELOPMENT

California is the leading state in the US in terms of income derived from agricultural activities. This sector also provides 10 percent of the state's labor force. Of approximately 99 million acres of land comprising the State, 25 million acres have been dedicated to farmland. The success of this sector is associated with the state's long growing season as well as the fertile soil. Additionally, most of the land is irrigated which results in the stability of farming activities. The agricultural products in California are utilized for both consumption and export nationwide and internationally. The exports account for one-fifth of the state's income.

This appendix will help economic developers, planners, local food advocates, and community members to understand the geography of the Yuba-Sutter region's place in the multi-billion-dollar California agriculture industry. The economic indicators provided can help local governments design ways to support agricultural businesses as key components of vibrant and resilient local economies.

Yuba-Sutter generally enjoys an abundant water supply, good soil and a long growing season. However, California has had the driest period on record and water deliveries were substantially slashed during the drought. According to the National Integrated Drought Information System (NIDIS) the outlook for Sutter County is drought remains but improves. In Yuba County the northern half of the county drought removal is likely and in the southern half drought conditions remains but improves.

More than 600,000 of the 798,000 acres (75 percent) in Yuba-Sutter are in agricultural use. The largest use of agricultural land is for field crops and vegetables. Fruit and nut crops account for the second highest use of acreage. Yuba and Sutter counties are among the leading counties of California that produce sorghum, kiwi fruit, honeydew melons, peaches, pears, rice, walnuts, wool, and mohair.





Approximately 272,480 acres or 66 percent of the total county area, are comprised of agricultural croplands and pasture. The gross value of Yuba County's agricultural production for 2022 is \$246,441,480 down approximately 9 percent from the 2021 value estimate of \$278,604,580. The decrease in value can be attributed to the decrease in commodity prices for walnuts alone. However, kiwi, prunes, livestock and almonds also decreased in value due to lower yields. Peaches, timber, and rice increased in value due to increases in yield and price. The overall value in Yuba County's agricultural production remains strong with this year's values only decreasing by 9 percent despite unprecedented drought and low prices for walnuts. Fluctuating commodity prices and adverse weather conditions continue to pose significant challenges for producers in the long run.

The contribution of agriculture to the economy of Yuba County is not totally reflected by the value of the crops.

Processing, transporting, marketing and other farm related services directly or indirectly tied to agriculture benefit appreciably. It is estimated the agricultural industry returned an additional 62.5 percent of the gross agriculture value for an estimated total value of \$400,467,405 in 2022. Agriculture accounts for 1 out of every 11 jobs in Yuba County. (Source: Yuba County 2022 Crop Report)

In 2021, Yuba County ranked 31st in gross value of agricultural production of the entire state of California, second in plums and livestock and fourth in rice production value. (Source: CDFA)

To access the complete 2022 crop report visit:
<https://cms7files.revize.com/yubaca/Yuba%20County/Agricultural%20Commission/Crop%20Reports/Yuba%20Co%20Annual%20Crop%20Report%202022%20Final.pdf>

LEADING AGRICULTURAL COMMODITIES



RANK	CROP	2021	2022
1	Rice	\$100,866,000	\$113,948,000
2	Prunes/Dried Plums	\$28,801,000	\$28,202,000
3	Livestock - All	\$25,059,000	\$22,577,000
4	Walnuts	\$55,705,000	\$21,531,000
5	Kiwi	\$19,586,000	\$12,441,000
6	Peaches/Cling	\$11,645,000	\$11,664,000
7	Pasture - All	\$5,692,000	\$5,689,000
8	Nursery Stock	\$4,663,000	\$5,586,000
9	Almonds - All	\$6,789,000	\$3,464,000
10	Timber	\$37,580	\$586,480



The gross value of Sutter County agricultural production for 2021 was \$568,883,000. This is a decrease of \$52,483,000 or 8.4% below the 2021 total value.

Rice remains the top-ranking crop in 2022 driven by a 54% increase in price. A 32% in decrease in acreage offset much of the price gains as the total value rose to \$182,593,000, an overall increase of 4.7% from 2021. Rising to second, processing tomatoes increased in acreage, price, and yield to a total value of \$89,621,000. Cling peaches remained in third as an increase in price offset decreases in acreage and yield to a total value of \$48,425,000. Dried prunes rose to fourth with a total value of \$47,518,000 despite a decrease in price.

Dropping from second to fifth place, walnuts total value decreased 64.1% to \$43,539,000 due to moderate decreases in harvested acreage and yield and a 61.1% decrease in price. (Source: Sutter County 2022 Crop Report)

In 2021, Sutter County ranked 22nd in gross value of agricultural production of the entire state of California, first in prunes production and fourth in walnut production. (Source: CDFA)

To access the complete 2022 crop report visit:

<https://www.suttercounty.org/home/showpublisheddocument/7106/638386556019370000>

LEADING AGRICULTURAL COMMODITIES



RANK	CROP	2021	2022
1	Rice ¹	\$174,352,000	\$182,593,000
2	Tomatoes/Processing	\$54,964,000	\$89,621,000
3	Peaches/Cling-stone	\$55,765,000	\$48,405,000
4	Prunes (Dried)	\$42,655,000	\$47,518,000
5	Walnuts	\$121,405,000	\$43,529,000
6	Nursery Products	\$45,782,000	\$28,203,000
7	Sunflower, Seed	\$19,942,000	\$20,216,000
8	Wheat, Grain	\$5,428,000	\$16,177,000
9	Almonds	\$36,792,000	\$12,823,000
10	Corn/Field Grain	\$7,020,000	\$10,553,000

1. Includes seed, does not include Wild Rice

ATTACHMENT 5

BUILDING PROSPERITY IN THE YUBA-SUTTER REGION

APPENDIX V PUBLIC WORKS PROJECTS

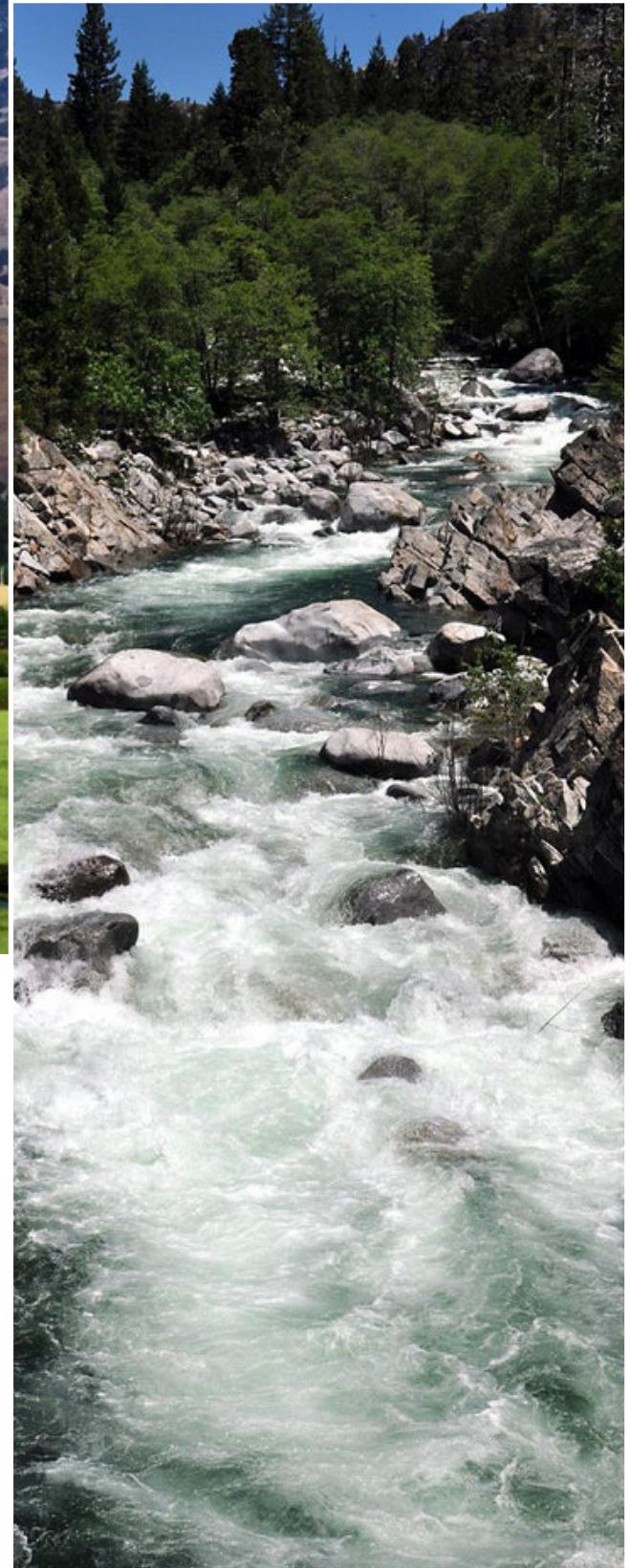
2020-2025

COMPREHENSIVE
ECONOMIC
DEVELOPMENT
STRATEGY

Updated January 1, 2024



YUBA-SUTTER ECONOMIC DEVELOPMENT CORPORATION



**Yuba-Sutter Economic Development District
2024 CEDS Public Works Projects, Sorted by Jurisdiction**

Jurisdiction Project No. Priority	Goal Tactic	Project Description	Total Cost	Funding Sources	Project Date
2023 CALTRANS PROJECTS - COMPLETED Yuba & Sutter Counties					
Regional R6 Short-term	3 3.2	Live Oak Streetscape, Rehab & Safety 03-3F99U This EA is combined from 3F990/1H150/2H230 In Sutter County, in and near Live Oak, from south of Coleman Avenue to Nevada Street. Rehabilitate pavement, improve pedestrian accessibility, add new electrical signals, upgrade drainage facilities, add streetscape elements & reduce traffic congestion by improving the vertical profile & providing two traffic lanes in each direction.	\$37,400,000	SHOPP	2023
			PROJECT COMPLETED 09/07/2023		
Regional R7 Short-term	3 3.2	Count Station Repair & Install 03-0H420 VAR In Sutter County on Route 99, adding two new count stations. This project is also located in Colusa, El Dorado, Glenn, Nevada, Placer, Sacramento, Yolo, and Yuba Counties. Repair existing continuous count stations, install new loops at ramp meters, and install new radar count stations.	\$14,072,000	SHOPP	2023
			PROJECT COMPLETED 11/08/2023		
Regional R9 Short-term	3 3.2	Multi Location Bike and Ped Improvements 03-0J923 In Sutter County on Route 20 from Stabler Lane to Shasta Street. Enhance crosswalk visibility, add bike lane delineation, install signs and countdown pedestrian barricades to improve bicycle and pedestrian safety.	\$3,246,000	SHOPP	2023
			PROJECT COMPLETED 09/07/2023		
Regional R20 Short-term	3 3.2	Bridge Maintenance 03-2G070 In Sutter County on Route 20 near S. Tarke Road. Bridge preservation.	\$1,642,000	Maintenance	2023
			PROJECT COMPLETED 03/13/2023		
Regional R21 Short-term	3 3.2	D3 Advance Curve Warning #2 03-2G690 Install Horizontal Alignment Curve Warning Signs. Sutter County at various locations.	\$447,000	Maintenance	2023
			PROJECT COMPLETED 08/04/2023		
Regional R22 Short-term	3 3.2	YUB 70 Bridge Widening and Rail Replacement 03-1H270 Near Marysville, at Feather River Boulevard Overcrossing No. 16-0033 (PM 13.01) and South Marysville Undercrossing No. 16-0035 (PM 13.23). Upgrade bridge rails and construct median concrete barrier between project limits.	\$12,160,000	SHOPP	2023
			PROJECT COMPLETED 06/21/2023		
Regional R25 Short-term	3 3.2	Simmerly Slough 03-1E060 In Yuba County near Marysville from 0.1 mile north of Binney Junction Underpass to 0.3 mile north of Laurellen Rd.	\$60,406,000	SHOPP	2023
			PROJECT COMPLETED 06/30/2023		
Regional R27 Short-term	3 3.2	Count Station Repair & Install 03-0H420 470 Locations. Repair existing continuous count stations, install new loops at ramp meters, and install new radar.	\$14,372,000		2023
			Project Completed 11/08/2023		
Regional R33 Short-term R33	3 3.2	YUB 20 RHMA Overlay/DIKE/PCC Island Removal 03-1G010 In Yuba County in and near Marysville from Buchanan Street to 0.1-mile East of Levee Road.	\$2,006,153	Maintenance	2023
			PROJECT COMPLETED 02/06/2023		

Jurisdiction Project No. Priority	Goal Tactic	Project Description	Total Cost	Funding Sources	Project Date
CALTRANS PROJECTS - SUTTER COUNTY (PROGRAMMED)					
Regional RS1 Mid-term	3 3.2	SUT-99 Lomo Crossing 03-0J910 Near Live Oak, from 0.2 mile south of Encinal Road/Live Oak Blvd to 0.1 mile north of Kent Ave; also, from 0.1 mile south to 0.1 mile north of Eager Road. Eliminate direct access to Route 99 from Encinal Road/Live Oak Blvd and improve the intersection of Live Oak Blvd and Eager Road to enhance access to Route 99 at the Eager Road interchange.	\$12,626,000	SHOPP	2025
Regional RS2 Mid-term	3 3.2	Oswald Road Safety Project 03-4H870 In Sutter County on Route 99 at Oswald Road. Intersection improvements. The lead for Environmental Clearance is Sutter County. Caltrans will be the lead for Design and Construction.	\$14,585,000	SHOPP	2026
Regional RS3 Short-term	3 3.2	Bridge Scour Mitigation 03-0J630 In Sutter County at the Sutter Bypass, scour mitigation and bridge deck surface treatment. 2023-2024 UPDATE: New completion target date – 07/23/2024	\$11,620,000	SHOPP	2024
Regional RS4 Short-term	3 3.2	SUT 99 Live Oak 18-Wire RR Preemption Upgrade 03-0J230 In Sutter County on Route 99 in the town of Live Oak, at Pennington Road. Upgrade Railroad preemption from 2-wire to 12-wire.	\$842,448	SHOPP	2023
Regional RS5 Short-term	3 3.2	SUT 99 Elm Street 18 Wire Railroad Preemption 03-3J040 In Sutter County Route 99 at Elm Street in the City of Live Oak. Upgrade existing 2 wire railroad preemption.	\$436,738	SHOPP	2024
Regional RS6 Short-term	3 3.2	Jennings/Knights Curve Improvement 03-2J980 In Sutter County on Route 113 from 1.276 miles north of Jct. Route 45/113 to 0.576 miles north of Jct. Route 45/113. Horizontal curve improvement due to several collisions on a two-lane conventional highway. Improve intersection at Knights Road by realigning it to reduce the skew angle.	\$8,630,000	SHOPP	2027
CALTRANS PROJECTS - SUTTER COUNTY (PLANNED)					
Regional RS7 Short-term	3 3.2	SR99 Segment Rehabilitation 03-2J230 In Sutter County on Route 99 from Route 20/99 Junction to 0.2 mile south of Route 99/Live Oak Blvd Junction. Pavement rehabilitation, rehabilitate drainage systems, and TMS stations.	\$56,530,000	SHOPP	2027
Regional RS8 Short-term	3 3.2	Stafford Way Intersection Safety Improvement 03-3J680 In Sutter County on State Route 20 at the intersection of SR-20 and Stafford Way. Install Traffic Signal.	\$4,454,000	SHOPP	2025
Regional RS9 Short-term	3 3.2	Humphrey Road Intersection Improvement 03-4J060 In Sutter County on State Route 20 at Humphrey Road. Install Traffic Signal.	\$394,255	SHOPP	2025
Regional RS10 Long-term	3 3.2	SR 99 Managed Lanes from I-5 to SR 99/70 Managed Lane Facility in both directions from I-5 to the SR 99/ SR 70 Wye junction in Sacramento and Sutter Counties.	\$100,00,000	Non-SHOPP	2050

Jurisdiction Project No. Priority	Goal Tactic	Project Description	Total Cost	Funding Sources	Project Date
CALTRANS PROJECTS - YUBA COUNTY (CONSTRUCTION)					
Regional RY1 Short-term	3 3.2	Yuba 70 Laurellen to Butte County Line SHOPP & STIP Combine (Seg 4&5) 03-4F38U In Yuba County, near Marysville, from Laurellen Road to South Honcut Creek Bridge on SR 70. Widen roadway for continuous passing lanes, two-way left-turn lane/left turn pockets, standard shoulders and roadside clear recovery zone. 2023-2024 UPDATE: New completion target date – 03/29/2024	\$97,044,000	SHOPP	2023
Regional RY2 Short-term	3 3.2	BUT/YUB 70 Seg 3 Combined 03-3H93U In Yuba and Butte Counties, about 11 miles north of Marysville, on State Route 70 from 0.8 miles north of Chandler Road to East Gridley Road, PM 25.5/25.8 and 0.0/3.8. Widen for continuous passing lanes, two-way left-turn lane/left turn pockets, standard shoulders, and provide a roadside clear recovery zone. 2023-2024 UPDATE: New completion target date – 03/29/2024	\$63,164,000	SHOPP	2023
Regional RY3 Short-term	3 3.2	Browns Valley Rehab 03-0A570 In Yuba County from Marysville Rd. to the Yuba River Bridge. Roadway rehabilitation and shoulder widening.	\$65,401,000	SHOPP	2024
CALTRANS PROJECTS - YUBA COUNTY (PROGRAMMED)					
Regional RY4 Short-term	3 3.2	Wheatland Donut Hole Project 03-0H370 In and near Wheatland, from north of State Street to north of Evergreen Drive. Rehabilitate pavement, add bike lanes, rehabilitate drainage systems, upgrade facilities to ADA standards, and construct Class I multi-use path, modify driveways, and enhance crosswalk visibility as complete streets elements. 2023-2024 UPDATE: New completion target date – 12/11/2024	\$8,840,000	SHOPP	2023
Regional RY5 Short-term	3 3.2	Marysville Railroad Bridge Rehab 03-0H160 In and near Marysville, from south of 14th Street to north of Cemetery Road. Roadway rehabilitation and operational improvements including turn pockets and auxiliary lanes. 2023-2024 UPDATE: New completion target date – 12/15/2024	\$137,665,000	SHOPP	2023
Regional RY6 Mid-term	3 3.2	YUB 65 CAPM & Drainage 03-0J660 In Yuba County on Route 65 from South Beale Rd to Junction Route 65/70. Class 2 pavement CAPM and drainage rehabilitation.	\$21,510,000	SHOPP	2026
Regional RY7 Short-term	3 3.2	YUB 20 Marysville 9th and B St Intersection 03-3J960 In Yuba County on Rote 20. Construct 2 right turn lanes from SB 70 (B St) to WB 20 (9th St).	\$936,000	SHOPP	2024
CALTRANS PROJECTS - YUBA COUNTY (PLANNED)					
CALTRANS PROJECTS - YUBA COUNTY (HIGHWAY MAINTENANCE)					
Regional R34 Short-term	3 3.2	YUB 70 YUB 70 Cold Plane Overlay – HM 03-2G710	\$289,000	Maintenance	2024

Jurisdiction Project No. Priority	Goal Tactic	Project Description	Total Cost	Funding Sources	Project Date
		In Yuba County on Route 70, approximately 1.4 miles east of Feather River OC. Preserve the existing facility and prevent further deterioration of the roadway.			
OTHER Yuba-Sutter Regional Projects					
Regional R1 Long-term	3 3.2	Wheatland Parkway 1B Develop alignment alternatives, design and construct the East Wheatland Expressway that connects Highway 65 and Spenceville Road. The General Plan, adopted in 2006, provides for a bypass to be developed to the east of the existing city limits. No specific alignment has yet been determined but it will likely connect to the Lincoln Bypass south of Wheatland and then reconnect to the existing Highway 65 somewhere north of Wheatland (likely somewhere between South Beale Road and Ostrom Road). The bypass is known as the Wheatland Parkway. 2023 UPDATE: No further progress	Not Determined		
Regional R2 Long-Term	3 3.2	Wheatland Parkway 1A Project would construct a new freeway interchange at SR65 and South Beale Road. 2023 UPDATE: No further progress	Not Determined		
Regional R3 Mid-term	3 3.1	Feather River West Levee Project Sutter and Butte counties are planning to improve 44 miles of levees from Thermalito Afterbay south to the Sutter Bypass to reduce flood risk and remove more than 34,000 properties from FEMA Special Flood Hazard Areas. Among other important improvements, the project will sustain and grow the local economy by creating construction jobs, protecting property values, and allow for responsible residential, commercial and industrial development. Phase I –Thermalito Afterbay to Star Bend is targeted to be completed by 2016. Phase II will include the area south of Star Bend to the confluence of the Feather River and the Sutter Bypass. 2023-2024 Update: Levee repairs will be completed in two separate phases: Project I, the Feather River West Levee Project, includes work from Thermalito Afterbay to Star Bend, just south of Yuba City, and was completed at the end of 2020. Project II includes the area south of Star Bend to the confluence of the Feather River and the Sutter Bypass. Project II work completed to date includes a one-mile section of levee at Laurel Avenue, another five miles of levee improvements between Star Bend and Laurel Avenue completed by the U.S Army Corps of Engineers (USACE). USACE also completed another mile of levee improvements between Laurel Avenue and the Highway 99 bridge. SBFCA is currently in design and permitting of the last 1.6 miles of levee along the lower Feather River west levee which is scheduled to be in construction in 2025. The Feather River West Levee Project is on schedule and within budget.	\$410,000,000	State of California, property assessment revenues, Federal appropriations.	Phase 2- open ended
Regional R4 Long-term	3 3.2	Reroute Union Pacific Railroad Tracks around Marysville on the West Union Pacific Railroad track beds crisscross the community, effectively dividing neighborhoods and impeding the Lake District's potential of being prime development areas for upscale commercial and residential construction. The current track running out of Sutter County, turning south along B Street would be rerouted to the westerly city limits before turning south along a new double track bed along the Feather River levee and rejoining the existing track bed south of the city limits at approximately Erle Road in Linda.	\$60,000,000		2030

Jurisdiction Project No. Priority	Goal Tactic	Project Description	Total Cost	Funding Sources	Project Date
Regional R5 Mid-term	3 3.1	Flood Protection of the City of Marysville A public works project to repair and upgrade the ring levee to be certified as providing a 200-year level of flood protection. The Marysville Ring Levee project is a multi-phase project that will upgrade the levee that surrounds Marysville. The primary purpose of the project is to strengthen the existing levee by implementing additional measures to reduce the likelihood of through- and under-seepage. The U.S. Army Corps of Engineers Sacramento District is partnering with the California Central Valley Flood Protection Board and the Marysville Levee District to complete the estimated \$92.5 million project. The state of California has appropriated \$17 million toward the project as part of their commitment to upgrade the state's levee systems. Currently, project completion is slated for 2019. The project is designed and constructed to meet the state's requirement of 200 year-level flood risk for urban areas - or a 1-in-200 chance of flooding in any given year. Due to the elevation of the levees, the project will surpass those criteria making Marysville one of the lowest at-risk cities in California's Central Valley after all flood reduction measures are constructed. 2023-2024 UPDATE: The project has completed several phases of construction including Phase 1 on Simmerly Slough between Jack Slough Road and the Marysville High School; Phase 4A on Simmerly Slough in Binney Junction; Phases 2A North and South on the Feather River between 10th Street and the Yuba River; and on the Yuba River the project has completed improvements in Phase 3 between the landfill and Ramirez Road/Simpson Lane and Phase 2C from Highway 70 to the Feather River. A contract is currently being awarded to construct Phase 2B between Ramirez Road/Simpson Lane and Highway 70 on the Yuba River in 2023; and the final phase of construction will be to repair the Yuba River levee beneath Highway 70 in 2024. The US Army Corps of Engineers is also completing a risk assessment of areas not improved in this project to ensure they meet criteria for greater than 200-year level of protection and will implement any repairs/improvements identified in that analysis in 2025-2026.	\$92,500,000 \$13,000,000 \$200,000	U.S Army Corp of Engineers YWA	2026
Regional R6 Long-Term	3 3.2	Plumas Lake Connector Project would construct a high-capacity roadway between the new South Beale Road Interchange and the Plumas Lake Boulevard Interchange on SR70.	Not Determined		
Regional R7 Long-Term	3 3.1	South Yuba County Regional Water/Wastewater Project Yuba County, the Olivehurst Public Utility District (OPUD), the City of Wheatland, and Yuba Water Agency have partnered to develop and implement a regional solution for immediate and future wastewater needs. The initial phase of the regionalization project is to connect two disadvantaged communities (DAC), Wheatland and Olivehurst. The project will connect Wheatland to OPUD for the provision of wastewater collection and treatment which allows for the decommissioning of Wheatland's aging wastewater treatment plant. Efforts are being coordinated to obtain state grant funding for this project which will provide a more efficient and effective wastewater solution, and also to protect the groundwater basins in south Yuba County. Design and environmental review are complete and being reviewed for state grant approval. Phase 2 of this regionalization project is to expand water and wastewater lines for the County's employment corridor and Sports and Entertainment Zone. 2023-2024 UPDATE: OPUD and Wheatland have submitted an application to the State Water Resources Control Board Clean Water State Revolving Fund (SCWSRF) for construction funding for the regional pipeline from Wheatland to OPUD and for other necessary improvements to the OUD wastewater treatment plant. The application is complete, and the project is categorized as "fundable" by the SWRCB and is going through the required stages of review	\$188,000,000	State – SWRB(\$50M) Local – YWA and OPUD \$17	2028

Jurisdiction Project No. Priority	Goal Tactic	Project Description	Total Cost	Funding Sources	Project Date
		by SWRCB staff. This grant would fund approximately \$50 million of the estimated \$120 million needed for the project. Yuba Water Agency is exploring options to loan the remaining funds necessary to complete the project. In addition, further expansion of this regional water/wastewater system to enable commercial and industrial development is designed and funding sources for the approximately \$58 million needed for the project are being explored.			
YUBA-SUTTER TRANSPORTATION PROJECTS					
Regional YST1 Short-Term	3 3.3	Dial-A-Ride Bus Replacement (6) – Replacement of existing buses to zero-emissions buses. 2023-2024 UPDATE: Due to the adoption of the NextGen Transit Plan, this purchase is now for six expansion gasoline (instead of zero-emission) powered low-floor buses as the new hybrid on-demand / fixed-route system will require more smaller vehicles and less heavy-duty buses to operate.	\$1,200,000	Federal, State	2024
Regional YST2 Mid-Term	3 3.3	Facility Replacement. Yuba-Sutter Transit continues to plan for the replacement of its current operations, maintenance, and administration facility at 2100 B Street in Marysville. A new location is needed because this undersized and technologically obsolete 1960's-era former Seven-Up Bottling Plant that was converted to transit use in 1996, lacks sufficient capacity to accommodate the infrastructure needed to meet the state mandate that only zero-emission buses can be purchased after 2028. 2023-2024 UPDATE: Yuba-Sutter Transit has since been awarded significant additional funding from state and regional grant programs to secure over \$40 million for what is now estimated to be a \$55.8 million project. As a result, related environmental and preliminary engineering work is expected to commence in early 2024. This will refine the project and update the early conceptual cost estimate based on the fleet and service assumptions from the NextGen Transit Plan. This effort will also improve the likelihood of success in the next round of grant applications to complete the funding package.	\$55,800,000	Federal, State, Regional, Local	2027
Regional YST3 Long-Term	3 3.3	Dial-A-Ride Bus Replacement (10) – Replacement of existing buses to zero-emissions buses. 2023-2024 UPDATE: Pursuant to the adopted NextGen Transit Plan, this purchase would be for 15 zero-emission buses that will be used for the new hybrid on-demand / fixed-route system to replace 11 existing Dial-A-Ride buses and 11 heavy duty local fixed route buses.	\$6,000,000	Federal, State	2027
Regional YST4 Long-Term	3 3.3	Commuter Bus Replacement (6) – Replacement of existing buses to zero-emissions buses. 2023-2024 UPDATE: Pursuant to the adopted NextGen Transit Plan and the resulting reduced emphasis on intercity commuter service, this purchase would replace just four of six buses. The remaining two buses would be sold as surplus.	\$5,600,000	Federal, State	2027
Regional YST5 Long-Term	3 3.3	Fixed Bus Replacement and Minor Fleet Expansion (13 for 11) – Replacement of existing buses to zero-emissions buses. 2023-2024 UPDATE: Pursuant to the adopted NextGen Transit Plan and the emphasis on smaller on-demand vehicles, this project has been dropped. The 11 fixed route buses will be sold as surplus after the purchase of additional smaller vehicles as part of YS3 above.			
BEALE AIR FORCE BASE PROJECTS					
Regional BAFB 1 Short-Term	2 2.1	BAFB-Repair B2145 Design-Build Project. Relocate the Office from the basement level of B1086 to its new location on the first floor of B2145. Renovate and Repair approx. 8,485	\$100+M	Federal	2023

Jurisdiction Project No. Priority	Goal Tactic	Project Description	Total Cost	Funding Sources	Project Date
		s.f. of B2145. Includes new HVAC, electrical, plumbing and fire protection systems upgrades. 2023-2024 UPDATE: 100% Designed, Under solicitation.			
Regional BAFB 2 Short-Term	2 2.1	BAFB – Repair B2145 Multiple Modifications Design changes to include/adding a smoke detector system and UTC Storage Upgrade. Change design to comply with AFRC requirements. 2023-2024 UPDATE: Project completed.	\$1M	Federal	2023
PROJECT COMPLETED 2023					
Regional BAFB 3 Short-Term	2 2.1	BAFB-2MW Photovoltaic (1218 Power Supply) Construct a ground-mounted photovoltaic (PV) solar panel system to include structural support, inverter, distribution extension, grid connections, an integrated automation control and monitoring system and microgrid ready hardware. 2023-2024 UPDATE: In progress	\$4M-\$7M	Federal	2024
Regional BAFB 4 Short-Term	2 2.1	BAFB-2 MW Solar Array & Microgrid/Battery Storage Projects (ERCIP) Install an advanced microgrid controller with a 1MW/4MWh battery energy storage system (BESS). Integrate with proposed 2MW solar photovoltaic system to charge the BESS and provide demand response capabilities. 2023-2024 UPDATE: In progress	\$4M-\$7M	Federal	2024
Regional BAFB 5 Short-Term	2 2.1	BAFB- Repair Well Field Power Poles Replace existing aging overhead electric infrastructure. To comply with environmental constraints, the majority of the facilities will be rerouted underground. 2023-2024 UPDATE: Project completed.	\$6.3M	Federal	2023
PROJECT COMPLETED 2023					
Regional BAFB 6 Short-Term	2 2.1	BAFB- Construct Fuel Hydrant System MILCON Replace aging underground Fuel Hydrant System. Install security lighting at the Hydrant Storage System. Install electric product recover pumps for water draw off at tanks. Install proper drainage around hydrant secondary containment berms. Install all pipe supports, equipment, and appurtenances related to the new JP-8 fuel piping. Install audible alarms on tanks and pump house. 2023-2024 UPDATE: In progress	\$25M-\$27M	Federal	2024
Regional BAFB 7 Short-Term	2 2.1	BAFB- Repair J Street Water Mains, Phase 1 (D-B) This project is to model, design and conduct repairs to the existing in-service steel drinking water main line distribution system by slip-lining or pipe bursting, or a combination of both methods. The project also includes installing a new 12-inch water line along Gavin Mandery Drive. The new line will bring the distribution system into compliance with the Safe Drinking Water. 2023-2024 UPDATE: In progress	\$3M-\$5M	Federal	2024
Regional BAFB 8 Short-Term	2 2.1	BAFB- Repair Substation B5770 The work consists of the study and development of a complete design, including (1) Creating Demolition drawings for the existing 60/4kV Substation and associated connectivity, and (2) Development of a complete design of a new 60/4kV Substation Replacing the existing Substation.	\$7M-\$10M	Federal	2024

Jurisdiction Project No. Priority	Goal Tactic	Project Description	Total Cost	Funding Sources	Project Date
		2023-2024 UPDATE: Project cancelled 2022, recompeting for funds			
Regional BAFB 9 Short-Term	2 2.1	BAFB- Beale WAPA Interconnection Project (BWIP) Improve Resiliency, Reliability & Redundant Power Delivery. 2023-2024 UPDATE: In progress	\$46M-\$49M	Federal	2024
Regional BAFB 10 Short-Term	2 2.1	BAFB- Replace B3340 Artificial Turf: Soccer Field at Youth Center Converting grass turf to artificial turf with sprinkler and drainage system. 2023-2024 UPDATE: In progress	\$1M-\$3M	Federal	2024
Regional BAFB 11 Short-Term	2 2.1	Base-wide Paving Renovation of multiple locations on base for asphalt and concrete. 2023-2024 UPDATE: In progress	\$2M-\$3M	Federal	2024
Regional BAFB 12 Short-Term	2 2.1	Repair 480V System PAVE PAWS B5760-MCC Replace generator controls, 480V transformers, main distribution panels, motor control centers and emergency lighting generator 2023-2024 UPDATE: In progress	\$4M-\$6M	Federal	2024
Regional BAFB 13 Short-Term	2 2.1	Dorm Repair Repair structural damage to two facilities after a severe water leak which damaged flooring and walls. 2023-2024 UPDATE: In progress	\$5M-\$8M	Federal	2024
Regional BAFB 14 Short-Term	2 2.1	Replace/Upgrade Denial Barriers & Tiger Teeth (Multiple locations) Remove existing Base access denial barriers and replace with new units that incorporate tiger teeth measures. Improved barrier units increase force protection measures. 2023-2024 UPDATE: Project completed.	\$2.4M	Federal	2023
			PROJECT COMPLETED 2023		
Regional BAFB 15 Short-Term	2 2.1	Upgrade Base-wide HVAC Control Systems Project upgrades the comprehensive HVAC control systems serving base facilities to provide centralized control/monitoring and improve energy efficiency throughout Beale's infrastructure. 2023-2024 UPDATE: In progress	\$1M-\$3M	Federal	2024
Regional BAFB 16 Short-Term	2 2.1	Construct Multi-Bay Hangar Construct a three-bay hangar totaling 125,000 square-foot capable of housing four U-2 aircraft. 2023-2024 UPDATE: In progress	Over \$100M	Federal	2024
Regional BAFB 17 Short-Term	2 2.1	Construct 940th Air Refueling Wing (ARW) Squad Ops/AMU Construct a new facility to serve as squadron operations and aircraft maintenance for the 940 ARW's KC-135 refueling mission. 2023-2024 UPDATE: In progress	\$37M	Federal	2042
Regional BAFB 18 Short-Term	2 2.1	Repair Bowling Alley Air Conditioning Replace failed HVAC system for the facility. 2023-2024 UPDATE: Project completed.	\$2M	Federal	2023
			PROJECT COMPLETED 2023		

Jurisdiction Project No. Priority	Goal Tactic	Project Description	Total Cost	Funding Sources	Project Date
Regional BAFB 19 Short-Term	2 2.1	Repair Fire Suppression in U-2 Shelters, B.1068 Repair suppression indication, and notification systems. 2023-2024 UPDATE: In progress	\$1M-\$3M	Federal	2026
Regional BAFB 20 Short-Term	2 2.1	Repair Beale Wastewater Treatment Plant Rehabilitates and upgrades the plant to modern standards. The plant was originally constructed in 1944. 2023-2024 UPDATE: Completing 100% design; Programming for funding in 2026.	\$15M-\$25M	Federal	2026
Regional BAFB 21 Short Term	2 2.1	Add Alter 940th Alert Facility Repair existing building and add additional rooms to make an alert facility. 2023-2024 UPDATE: Design In progress	\$6-\$10M	Federal	2025
Regional BAFB 23 Short Term	2 2.1	Repair 110 Ton Chillers at Child Development Center, B2443 Replace two 110-ton chillers. 2023-2024 UPDATE: Planned for 2024 solicitation.	\$2-\$6M	Federal	2024
Regional BAFB 24 Short Term	2 2.1	Convert HVAC from Chiller System B25215 Replace chiller system with HVAC system. 2023-2024 UPDATE: Planned for 2024 solicitation.	\$1.5-\$2.6M	Federal	2024
Regional BAFB 25 Short Term	2 2.1	Repair Wells (7) Cathodic Protection System Repair by replacement 7 cathodic protection systems at water wells. 2023-2024 UPDATE: Planned for 2024 solicitation.	\$1-\$2.6M	Federal	2024
Regional BAFB 26 Short Term	2 2.1	Construct Wheatland Entry Control Point Construction new entry control point at Wheatland Gate to include, roadway, building and canopy. 2023-2024 UPDATE: Design In progress	\$7-\$10M	Federal	2025
Sutter County					
Sutter Co. S1 Mid-term	3 3.1	Establish a Marketing Committee to Promote Sutter County Agriculture Work with cities and other appropriate agencies and interests to establish a marketing committee to promote Sutter County agriculture through the following and other means: agricultural industry promotional activities, including farmers markets; agri-tourism marketing; marketing of locally grown food; and promotion of events that expose residents of urban places to agricultural activities and issues.	Not determined		
Sutter Co. S2 Mid-term	3 3.1	Rural Farm-to-Market Road Network, Improvement, Maintenance and Preservation Insufficient Highway Users Tax Account (HUTA) gas tax revenues are significantly impacting County's ability to maintain farm-to-market road network. State legislation is contemplated to help cover the shortfall. Projects include safety, maintenance and complete streets. 2023-2024 Update: No substantial change	\$4,000,000	SB1 funding	Ongoing
Sutter Co. S3 Short-term	4 4.2	850 Gray Avenue – Health & Human Services The county intends to locate most of its Health and Human Services Department to the former K-Mart Building located at 850 Gray Avenue. Due to significant cost escalations for the tenant improvements, and a lack of	15,000,000	County	June 2020 – Design Complete

Jurisdiction Project No. Priority	Goal Tactic	Project Description	Total Cost	Funding Sources	Project Date
		available funding, the County has cancelled the project and is pursuing other opportunities for the property. 2023-2024 Update: project cancelled.			
Sutter Co. S4 Short-term	3 3.2	Howsley Road Bridge Replacement The county will replace the existing two-lane 260-foot-long bridge utilizing FHWA Highway Bridge Program funds. 2023-2024 Update: The design phase is scheduled for completion by June 2025 at which time the County will seek the required federal funding.	\$23M	FHWA 88.53% County 11.53%	June 2025 Design Nov. 2027 Const.
Sutter Co. S5 Short-term	3 3.2	Larkin Road Bridge Replacement The county will replace the existing two-lane 40-foot-long bridge utilizing FHWA Highway Bridge Program funds. 2023-2024 Update: Due to a delay in receiving the federal funding, the environmental permits have expired and need to be reissued. The County is awaiting federal funding to update the permits and any design impacts.	\$2M	FHWA 88.53% County 11.53%	June 2025 Design Nov. 2028 Const.
Sutter Co. S6 Short-term	3 3.2	Nicolaus Avenue Bridge Replacement The county will replace the existing two-lane 70-foot-long bridge utilizing FHWA Highway Bridge Program funds. 2023-2024 Update: Due to a delay in receiving the federal funding, the environmental permits have expired and need to be reissued. The County is awaiting federal funding to update the permits and any design impacts.	\$3M	FHWA 88.53% County 11.53%	June 2025 Design Nov. 2028 Const.
Sutter Co. S7 Short-term	3 3.2	Tisdale Road Bridge Replacement The county will replace the existing two-lane 40-foot-long bridge utilizing FHWA Highway Bridge Program funds. 2023-2024 Update: The design phase is complete, with right-of-way acquisition and environmental permitting expected to be completed in April 2024. Federal Funding for the construction phase is not expected to be available until 2025.	\$1.5M	FHWA 88.53% County 11.53%	June 2020 Design Nov. 2026 Const.
Sutter Co. S8 Short-term	3 3.2	Kent Avenue Bridge Replacement The county will replace the existing two-lane 80-foot-long bridge utilizing FHWA Highway Bridge Program funds. 2023-2024 Update: The design phase is complete, with right-of-way acquisition and environmental permitting expected to be completed in April 2024. Federal Funding for the construction phase is not expected to be available until 2025.	\$2M	FHWA 88.53% County 11.53%	June 2020 Design Nov. 2029 Const.
Yuba County					
Yuba Co. Y1 Long-term	3 3.1	Highway 65 Regional Wastewater Treatment Plant This public works project would provide a new wastewater treatment facility located in the Highway 65 corridor near the Sports and Entertainment Zone area capable of supplementing and/or replacing the existing wastewater treatment plant.	\$80,000,000		
Yuba Co. Y2 Long-term	3 3.2	Goldfields Parkway This public works project would construct a four-lane arterial around the easterly side of Marysville through the East Linda Specific Plan from Highway 65 at McGowan Parkway to Highway 20 at Plantz Road. 2023-2024 UPDATE: Nearing completion of design. Construction of the road is anticipated to be complete by 2026.	\$150,000,000	ERLE RD. TO N. BEALE SEGMENT COMPLETED 2021	

Jurisdiction Project No. Priority	Goal Tactic	Project Description	Total Cost	Funding Sources	Project Date
Yuba Co. Y3 Mid-term	3 3.2	Highway 70/Plumas Lake Boulevard Interchange – Phase 2 This public works project would link Phase 1 of the Highway 70/Plumas-Arboga Interchange to the eastern Phase 2 component of the interchange to include a Union Pacific Railroad overpass. 2023-2024 UPDATE: The County anticipates being approximately 50% complete with design in FY 23-24	\$35,000,000		2024
Yuba Co. Y4 Mid-term	3 3.2	Erle Road Interchange This public works project would upgrade and expand an existing interchange facility at Erle Road and Highway 70 to provide greater capacity. 2023-2024 UPDATE: No substantial change	\$20,000,000		
Yuba Co. Y5 Mid-term	3 3.1	East Linda Detention Basin This public works project would expand an existing detention pond to serve East Linda and is referred to within the South Yuba Master Drainage Plan. 2023-2024 UPDATE: The segment of the linear detention pond from Orchard Pond to North Beale Road is currently under construction and is funded as a condition of the surrounding subdivision. The remaining segment from North Beale Road to Hammonton-Smartsville Road is being designed in conjunction with the paralleling Goldfield's Parkway project. This piece is dependent on funding but is expected to be complete in 2024-2025.	\$4,000,000		
Yuba Co. Y6 Short-term	3 32	North Beale Road Revitalization Improvements This public works project consists of implementing the road improvements recommended by the East Linda Revitalization Plan which consists of sidewalks, landscaped medians, street lighting, and parking that would improve the safety of the road for motorists, bicyclists and pedestrians as well as improve the appearance of the road corridor to help attract new and retain existing businesses. 2023-2024 UPDATE: North Beale Road Complete Streets Phase II (Hammonton-Smartsville to Linda Ave) is complete. The County secured grant funding to fund phase III (Linda Avenue to approximately 2,400 feet east). The Phase III design recently commenced with construction anticipated 2024-2025	\$10,000,000	Federal and state transportation funds	2022
			PHASES I and II COMPLETE, LINDHURST AVE. TO LINDA AVE		
Yuba Co. Y7 Mid-Term	4 4.1	Bikeways and Pedestrian Trails Bikeways and pedestrian trails provide an alternative mode of transportation as well as an outdoor activity that has the added benefit of connecting people with other points of interest. In January 2013, Yuba County adopted an update to the Yuba County Bikeway Master Plan, which lists and prioritizes projects and their estimated costs. 2023-2024 UPDATE: County selected a consultant to complete the Bicycle and Pedestrian Mobility Plan (update to Yuba County Bikeway Master Plan). The project outreach and early plan development has started.	\$6,500,000		Ongoing
Yuba Co. Y8 Ongoing	4 4.2	14Forward Homeless Yuba County partnered with several nonprofit agencies and the private sector to develop 14FORWARD, a temporary shelter and resource center for the homeless. The site includes 25 2-person structures, an onsite manager, dog facility, and provides services and resources to move the homeless toward permanent employment and housing. 2023-2024 UPDATE: The Salvation Army served 293 people in 2023 at 14Forward. Shelter was offered to every young person between the ages of	2,500,000	State, local, federal	Ongoing

Jurisdiction Project No. Priority	Goal Tactic	Project Description	Total Cost	Funding Sources	Project Date
		18-24 who was experiencing homelessness, resulting in 20 young people receiving shelter assistance during the year. 69 people aged 55 and older were provided services at the shelter as well, with the eldest being 84 years of age. Throughout the year, repairs were made to the warming/cooling room and offices at the shelter and additional facility safety improvements were completed.			
Yuba Co. Y9 Mid-Term	3 3.2	County Bridge/Culvert Repair There are 75 HBP-eligible bridges (greater than 20' in length) and numerous other culvert and drainage structures owned and maintained by Yuba County. Currently the County has 75 bridges that are of sufficient length (>20') to be eligible for Caltrans inspection. Of these, 29 bridges have a SR below 80 and above 50 which qualify for HBP rehabilitation funds, and 8 bridges have a SR below 50 which qualify for HBP replacement funds. 2023-2024 UPDATE: Spring Valley Road bridge replacement expected to be complete in January 2024. Other current bridge replacement projects include Los Verjeles Road, Waldo Road, and Ellis Road. These are anticipated to be in construction in 2024-2025. The County applied for an additional five bridge projects through the HBP.	16,810,000	HBP FSTIP	Ongoing
Yuba Co. Y10 Mid-Term	3 3.2	Olivehurst 11th Avenue Project This public works project consists of implementing road improvements to 11 th Ave. between Olivehurst Road and Powerline Road in Olivehurst. This project includes improvements to: curb, gutter, sidewalk, drainage and street overlay 2023-2024 UPDATE: Project Completed	1,700,000	ATP	2023
PROJECT COMPLETED					
Yuba Co. Y11 Mid-Term	3 3.2	Linda – Cedar Lane and Alicia Avenue Project This public works project consists of implementing road improvements to Cedar Lane and Alicia Avenue (from Riverside to Feather River Blvd) in West Linda. This project includes improvements to: curb, gutter, sidewalk, drainage and street overlay 2023-2024 UPDATE: The project commenced in June of 2023 and is nearing completion of construction. Project completion is anticipated by March 2024	3,030,000	ATP	2024
Yuba Co. Y12 Mid-Term	3 3.2	McGowan Parkway Project This public works project consists of implementing road improvements to McGowan Parkway between SR 70 and SR 65 in Olivehurst. This project includes improvements to: curb, gutter, sidewalk, drainage and street overlay. 2023-2024 UPDATE: Construction is nearing completion with several punch list items remaining.	6,000,000	ATP/LPP/ARPA	2023
Yuba Co. Y13 Mid-Term	3 3.2	Feather River Boulevard Project This public works project consists of implementing road improvements to Feather River Blvd. between Arboga Road and Alicia Avenue in West Linda. This project includes improvements to curb, gutter, sidewalk, drainage and street overlay. 2022 UPDATES: Wrapping up final design. Plan to construct in 2024-2025.	1,550,000	SACOG One-Time Funding 2019	2022
Yuba Co. Y14 Mid-Term	3 3.1	Yuba County Broadband Initiative The County of Yuba seeks to improve broadband service county-wide to support economic growth, enhance community resilience, and bolster connectivity. This initiative will remain a priority for the County into the foreseeable future, due to the complex nature and ever evolving technological advances of the industry. Currently, the County in partnership with the Yuba	\$125,000 \$500,000	EDA Planning Grant CPUC	Ongoing

Jurisdiction Project No. Priority	Goal Tactic	Project Description	Total Cost	Funding Sources	Project Date
		Water Agency and Valley Vision, is developing a Broadband Master Plan highlighting industry best practices and community specific opportunities to expedite enhanced broadband services. 2023-2024 UPDATE: No substantial update			
Yuba Co. Y15 Mid-Term	3 3.2	Garden Avenue Active Transportation Projects This public works project consists of implementing road improvements to Garden Avenue (from Feather River Blvd to Riverside Drive) in West Linda. This project includes improvements to curb, gutter, sidewalk, drainage and street overlay. 2023-2024 UPDATE: The project is nearing final design. Construction anticipated for 2024-2025	2,500,000	ATP	2025
Yuba Co. Y16 Mid-Term	3 3.2	South Yuba Transportation Improvement Authority (SYTIA) Projects The County and Wheatland, on behalf of SYTIA, have begun advancing projects including the East Wheatland Expressway and a new connector at South Beale Road and State Route 65. 2023-2024 UPDATE: No substantial update.	620,000,000	SYTIA	2025
Yuba Co. Y17 Mid-Term	3 3.2	West Linda ATP Project The County was awarded (pending CTC vote) \$27million to implement road improvements throughout West Linda to transform the community with sidewalks, bicycle lanes, and drainage and street improvements. 2023-2024 UPDATE: Project preliminary engineering has commenced.	27,000,000	ATP/YWA	2025
Yuba Co. Y18 Mi7-Term	3 3.1	Lindhurst Corridor Beautification Project The County is currently seeking design and construction funds to ultimately beautify and enhance Lindhurst Avenue from Erle Road to State Route 70. This project consists of major complete street improvements such as sidewalks, bicycle lanes, landscaping, and storm drainage necessary to revitalize the commercial corridor. The County is currently installing the first phase of storm drainage infrastructure from the Chestnut Pond to Scales Avenue. 2023-2024 UPDATE: No substantial update	25,000,000	Local/State/Federal	2025
Yuba Co. YA1 Mid-term	3 3.1	Relocate Airport Drainage Ditch This project would relocate a major drainage ditch that currently cuts through industrial properties, limiting their use. The project proposes to realign the ditch along a new access road allowing a clear security separation for the airport and industrial areas and provides the ability to market additional industrial properties for new capital investment and new employment opportunities.	5,000,000		
Yuba Co. YA2 Mid-term	3 3.1	Yuba County Airport Terminal Building This public works project would construct a new 25,000-square-foot Yuba County Airport terminal building. This building would include a parking lot, sewage system, street improvements and landscaping.	\$23,000,000		
Yuba Co. YA3 Short-term	3 3.2	On-Site and Off-Site Improvements to Industrial Park No. 2 This project would connect the road that ends at Skyway Drive to a 30-acre industrial park and provide an access road, curbs, gutters, and drainage facilities necessary to serve Industrial Park No. 2.	\$5,800,000		
Yuba Co. YA4 Short-term	3 3.1	Site Improvements to Industrial Park Site No. 2 This public works project would provide street improvements, sewer system improvements, and water system improvements to provide access to 14	\$4,300,000	Federal and local funds	

Jurisdiction Project No. Priority	Goal Tactic	Project Description	Total Cost	Funding Sources	Project Date
		aviation-related corporate hangar lots, 10 acres of industrial property, and provide emergency access to the airport's crosswind runway.			
Yuba Co. YA5 Mid-term	3 3.1	Site Improvements to Industrial Park Sites No. 3 and 4 This public works project would improve the streets, drainage, and sewer facilities. Eleventh Avenue would be extended from Arboga Road into the airport and Aviation Way would connect Arboga Road to Eleventh Avenue and Sky Harbor Drive, providing access to 30 acres of industrial property.	\$7,500,000	Federal and local funds	
Yuba Co. YA6 Short-term	3 3.1	Yuba County Airport Rails to Trails Project Yuba County Airport property is bisected and bounded by an unused rail system. Removing railroad grade would make Industrial Tract 2 accessible to Feather River Boulevard as well as making certain properties in Industrial Tract 1 accessible to the airport via roads and/or taxiways.	\$6,000,000	Federal and Local funds	
Yuba Co. YA7 Short-term	3 3.1	Inside Airport Fence, Perimeter Ring Road Safety and Security and priority to ensuring proper mix of aviation and industrial tenants at the airport.	\$2,000,000	Federal and Local funds	
Yuba Co. YA8 Short-term	3 3.1	Site Improvements to Airport Parcel in Industrial Park Site No. 5 Grading and infrastructure to Airport parcel with bi-modal access. Including grading, storm drainage, water, wastewater and utilities.	\$1,800,000	Federal and Local funds	
Yuba Co. YA9 Short-term	3 3.1	Yuba County Airport – Sky Harbor Drive Entrance This project will replace the failing irrigation and landscape with a drought tolerant mix.	\$390,000	Federal and Local funds	
Yuba Co. YA10 Short-term	3 3.1	Site Improvements to Airport apron-adjacent pad This public works project would provide the site-prep and infrastructure, including sewer, water, telecommunication, and utilities, to this premium site. This location has been identified as ideal for airport support, aviation support, and aeronautical services to include (but not limited to): aircraft maintenance, flight instruction, aircraft rental, hangaring, fueling, tie-down support, parking support and similar aviation services.	\$2,400,000	Federal and Local funds	
Yuba Co. RD1 Long-term	3 3.1	West Linda Detention Basin and Pumping Station This public works project will modify the existing low-lying area into a detention basin and create a pumping station to handle drainage within the West Linda area and create a multi-use recreational field/park that benefits existing low-income residents and businesses. 2023-2024 UPDATE: No substantial change	\$4,500,000		
Yuba Co. RD2 Long-term	3 3.1	Plumas Lake Pond Improvements This public works project would obtain right of ways and channel improvements to convey 100-year storm runoff flows for central Plumas Lake adjacent to the Plumas Lake Golf Course. 2023-2024 RD784 Update: No change.	\$2,750,000		
Yuba Co. RD3 Long-term	3 3.1	Pump Station No. 9 Upgrades This public works project would provide redundant pumping, backup generation and SCADA electronic system to existing Pump No. 9 as required by FEMA for operation during storm events and would protect West Linda and the Lindhurst Avenue commercial area. 2023-2024 RD784 Update: RD784 was awarded grant funding through Prop. 1 to finish the SCADA connection phase. The SCADA connection phase has been completed.	\$1,800,000	State, Local	2024
			SCADA PORTION OF PROJECT COMPLETED \$158,000		

Jurisdiction Project No. Priority	Goal Tactic	Project Description	Total Cost	Funding Sources	Project Date
Yuba Co. RD4 Long-term	3 3.1	Pump Station No. 10 Upgrades This public works project would upgrade Pump Station No. 10; provide backup power, permanent outfall piping, and redundant pump for the facility serving the central Plumas Lake Specific Plan area. 2023-2024 RD784 Update: RD784 has been awarded a cost share grant to complete the improvements.	\$6,100,000	Cost Share Local Grant	2025
Yuba Co. RD5 Long-term	3 3.1	Pump Station No. 7 Upgrades This public works project would provide upgrades to Pump Station No. 7 with SCADA electronic system and redundant pumping to serve Wal-Mart, Costco and the commercial area in Linda. 2023-2024 RD784 Update: Project Completed	\$158,000	State, Local	2023
PROJECT COMPLETED 2023					
Yuba Co. RD6 Long-term	3 3.1	Upper Lateral 13 Improvements This public works project would provide drainage improvements for the northern portion of the Plumas Lake Specific Plan area between Ella Road and Plumas Lake Golf Course and consists of channel improvements and culvert crossing replacements and improvements. 2023-2024 RD784 Update: No change.	\$1,050,000		
Yuba Co. RD7 Mid-term	3 3.1	East Linda Drainage This public works project would construct a detention pond at Edgewater and replace the Avondale pump station at Rupert. The project improves drainage west of Hammonton-Smartsville Road through west Linda by mitigating upstream peak flows. The system would also address flooding issues along the Lindhurst Avenue commercial corridor. 2023-2024 RD784 Update: No change.	\$4,500,000		
Yuba Co. RD8 Mid-term	3 3.1	Lateral 15 Improvements This public works project would improve the main Reclamation District 784 lateral that provides drainage for the North Arboga Study Area and Plumas Lake area and will widen and deepen existing channels to meet future drainage capacity. 2023-2024 RD784 Update: No change.	\$2,800,000		
Yuba Co. RD9 Mid-term	3 3.1	Upper Lateral 15 Bingham Canal Improvements This public works project would replace culvert crossings under county roads that are substandard to improve drainage in the West Linda area and would eliminate need for the Health and Human Services building detention basin. 2023-2024 RD784 Update: No change.	\$1,700,000		
Yuba Co. RD 10 Short-term	3 3.1	Pump Station No. 5 Upgrades This public works project would provide upgrades to Pump Station No. 5 with SCADA electronic system and redundant pumping to serve the east Linda area. 2022-2023 RD784 Update: RD784 was awarded grant funding through Prop. 1 to install the instrumentation improvements (SCADA). Components for the project are now in the fabrication stages. Estimated completion in 2023. 2023-2024 RD784 Update: Project Completed	\$158,000	State, Local	2023
PROJECT COMPLETED 2023					
Yuba Co. RD11	3 3.1	Storm Drainpipe Replacements	\$4,500,000	Local Grant	2025

Jurisdiction Project No. Priority	Goal Tactic	Project Description	Total Cost	Funding Sources	Project Date
Short-term		This public works project will replace up to 6 aging pipes located within the rural levee portion of the District. 2023-2024 Update: RD784 has been awarded a grant to complete this project.			
Yuba Co. OPUD1 Mid-term	3 3.1	Replace Aging/Failing Water Infrastructure OPUD currently has a great deal of steel water main in Olivehurst. The aging steel main fails regularly due to corrosion. 2023-2024 UPDATE: Replacing Aging/Failing Water Infrastructure: OPUD realized with today's inflation and cost of materials that additional grant money will be needed. OPUD submitted an additional \$8 million dollar grant application to fund the full steel main project. OPUD was granted this additional fund for a total of \$10.4 million to fund the project. OPUD has also completed 90% of plans and submitted to County for plan comments. OPUD is planning of phasing construction into two phases. The plan is to complete plans at the end of January. The first phase of construction documents is planned to be bid out in February. Goal is for Second phase to be bid out in end April.	\$2,400,000	Federal, State	
Yuba Co. OPUD2 Mid-term	3 3.1	Mary/George/Harvey Sewer and Water Improvements, Olivehurst A public works project that would help in an area with limited water service and no sewer service. This area has chronic problems with septic tank failures and private well contamination. 2023-2024 UPDATE: OPUD received grant for planning and design for well to water. OPUD is currently on a waitlist for technical assistance for planning and designing phase for sewer.	\$950,000	Federal, State	
Yuba Co. OPUD3 Short-term	3 3.1	Rancho Road/Highway 65 Commercial and Industrial Area This public works project is necessary to provide a sewer and water line to properties in and around the Rancho Road/Highway 65 industrial properties to support current and future industrial park development plans. 2023-2024 UPDATE: No update provided.	\$50,000,000	Federal, State and local funds	2020
Yuba Co. LCWD1 Mid-term	3 3.1	Linda Avenue/Griffith Water Treatment This Linda County Water District project would construct Well No. 17 and a water treatment facility at Linda Avenue at Griffith, to serve the East Linda Specific Plan area. 2023-2024 UPDATE: Project is under construction with a current anticipated finish date in June 2024.	\$18,000,000	State SRF program, DWR, Local	2024
Yuba Co. PVT1 Mid Term	3 3.1	Forest Biomass Business Center Development – Camptonville Camptonville Community Partnership (CCP), is a small, rural, community-based non-profit organization located in the town of Camptonville in the Yuba County foothills that proposes to develop a small forest biomass to energy facility that would be part of a new small business campus, located in an unincorporated area approximately 11 miles southwest of Camptonville and 3 miles east of Dobbins. CCP intends to attract other businesses to the site, where heat and power would be available from the facility making the overall facility a high efficiency combined heat and power operation. In the Fall 2020, with funding from SNC and the CEC EPIC grant, CCP was able to complete the extensive preliminary design and engineering for the facility including bid packages for major equipment. The planning and engineering solidified costs and site plans needed. Through 2021, CCP began working with their developer and design and engineering	2,326,455 660,837 47,817 1,346,000 4,999,000	Sierra Nevada Conservancy USDA National Forest foundation YWA California Energy Commission EPIC	2026

Jurisdiction Project No. Priority	Goal Tactic	Project Description	Total Cost	Funding Sources	Project Date
		team. Inflation and rising costs required CCP to pivot in 2022 and re-evaluate and search for cost savings as well as the need to secure additional funding from investors and grant opportunities. 2023-2024 Update: • Purchased 100 acres for the FBBC parcel including 11 acres for the current bioenergy site. • Secured interest for the development of a co-located sawmill and received USDA grant funding for design and engineering. • Secured a Timberland Conversion Permit (TCP): Converting timberland into another use requires a TCP from Cal Fire. A part of the TCP process also includes preparation of a Timber Harvest Plan (THP). Converting timberland into another use requires a Timberland Conversion Permit (TCP) from Cal Fire. A part of the TCP process also includes preparation of a Timber Harvest Plan (THP). • Secured a loan for interconnection costs from YWA. • Update permits and contracts with local and state agencies. CCP continues to work with key partners such as USFS, USDA, YWA, Blue Forest Conservation, and others to develop the Forest BioMass Business Center. Project is working to be built and generating electricity to the grid in March of 2026			
Yuba Co. YWA1 Mid-term	2 2.1	Research Innovation Center The creation of a collaborative research opportunity with Beale AFB, the US Air Force, the Yuba Water Agency, City of Wheatland, and the University of California. The facility could serve as an educational, workforce training, and advanced research hub. Initially, the workforce at the collaborative facility would consist primarily of PhD level researchers, but also development of BA level and even high school educational programs as the facility expands to its full mission. This creates a significant opportunity for the City of Wheatland and Yuba County to create an innovation center and technology node.			
Yuba Co. YWA2 Mid-term	3 3.1	Three Rivers Parkway System Development The Three Rivers Parkway is envisioned as a multi-modal active transportation and recreation system encompassing as many as 40 miles of hiking, bike and equestrian trails and boat access along the Yuba, Feather and Bear Rivers. The northern terminus would be the Sycamore Ranch County Regional Park on the Yuba River. The trail would extend along the northern bank of the Yuba River to Marysville and would connect to the Sutter County trail system over the rehabilitated former railroad trestle on the Feather River. The trail would cross the Yuba River over the SR 70 bridge and continue south along the Feather River past Star Bend boat ramp to the junction with the Bear River. It would then extend east along the Bear River and possibly Dry Creek into downtown Wheatland. Future phases may connect up to the Spenceville Wilderness Area. The River Parkway is anticipated to be a major draw for tourism in Yuba County, creating opportunities for additional lodging and restaurants, equipment rental concessions, recreational equipment sales, guide services and retail spending from visitors. 2024-2024 Update: No substantial change	Phase I \$8.5 Million	YWA Yuba County Marysville Wheatland	2025
Yuba Co. YWA3 Mid-term	4 4.2	Atmospheric River Control Spillway at New Bullard's Bar Dam Yuba Water Agency Board of Directors authorized design of an estimated \$225 million Atmospheric River Control Spillway at New Bullards Bar Dam to help reduce flood risk in Yuba County. The spillway is one piece of a three-part	\$240,000,000	YWA	2027

Jurisdiction Project No. Priority	Goal Tactic	Project Description	Total Cost	Funding Sources	Project Date
		initiative that will significantly reduce flood risk and improve public safety in Yuba County and nearby communities. The effort includes the development of Forecast-Informed Reservoir Operations for the Yuba and Feather rivers and an update to the U.S. Army Corps of Engineers' water control manual for New Bullards Bar, which guides flood operations for the dam. Together, the trio of projects will allow Yuba Water to better predict large, threatening storms and release water from New Bullards Bar before dangerous weather hits, while there is still plenty of capacity downstream. 2023-2024 Update: The ARC Spillway Design is complete, working on pre-construction activities such as regulatory, environmental, permitting, and construction management planning for 2024. The Agency is continuing to investigate funding opportunities from State and Federal partners. Note: Construction of the project has yet to be approved by the Yuba Water Agency Board of Directors.			
Yuba Co. YWA4 Mid-term	2 2.3	Water Education Center Yuba Water Agency and its partners are in the planning process on a Water Education Center along the Yuba River to educate Yuba County students and residents about the value of the area's water resources, from farming to hydropower, the environment and more. It is anticipated that this will be a multi-million-dollar project, with long-term funding requirements of several hundred thousand dollars per year for operations and maintenance, however the Yuba Water Agency Board of Directors has not yet determined what the overall scope of the project will be. If the community expresses interest in such a facility, Yuba Water Agency will seek supplemental funding support from grants and interested private industry partners. 2023-2024 Update: Project is on hold, still trying to do discovery work on the land.			
Yuba Co. TRLIA1	3 3.1	Yuba River North Training Wall The Yuba Goldfields North Training Wall (NTW) is located on the right bank of the Yuba River, approximately eight miles northeast of the city of Marysville in Yuba County. The NTW is approximately 12,000 feet in length, it was constructed by the California Debris Commission in 1899 to confine the Yuba River and to facilitate the migration of mining debris within the floodway. The use of mining tailings was used to construct the NTW and although not an authorized flood control project, it does provide limited flood protection for the community of Hallwood. However, there have been changes over time, changes both in height and width due in part to erosion from high-water events, such as in 2017 and 2018, when Hallwood experienced localized shallow flooding. The project is being constructed in two phases. 2023-2024 Update: The project is being constructed in two phases. Phase I work was completed in early 2022 and included reshaping the NTW embankment to provide a more stable geometry and address the height and width reductions that had occurred over time and ongoing, persistent erosion from storm events. Phase II work, includes construction of a high ground tie-in embankment to extend to the north end of the NTW upstream and for a contiguous line of protection that further reduces flood risk to the Hallwood community, the City of Marysville, and portions of Reclamation District 10. The Phase II project, which is still under design, will include potential ecological enhancement components: riparian aquatic habitat creation, fish passage enhancement, and salmonid foraging enhancement. The project should be completed by the end of 2025.	Phase I \$3,000,000 Phase II \$2,425,961 \$9,703,842	YWA Local, YWA Prop 68 Funds	PHASE I PROJECT COMPLETED 2022

Jurisdiction Project No. Priority	Goal Tactic	Project Description	Total Cost	Funding Sources	Project Date
Yuba Co. TRLIA2	3 3.1	Climate Resiliency Project Upon realization of all state and federal funding, the money will be used to complete design and implementation of the Climate Resiliency Project, which will create a uniform level of protection for Plumas Lake, Arboga, Linda and Olivehurst. Those areas are currently certified at the 200-year level of protection for the state. This project will increase that level significantly, and, when combined with Yuba Water's planned Atmospheric River Control Spillway at New Bullards Bar Dam, the area could potentially see up to a 500-year level of flood protection. 2023-2024 Update: Three Rivers Levee Improvement Authority will combine the Yuba Water grant funding with approximately \$3 million in state funds from the Disaster Preparedness and Flood Protection Bond Act of 2006 (Proposition 1E) to complete the design work and feasibility study and plans to pursue the remaining construction costs from Federal Emergency Management Agency's Building Resilient Infrastructure and Communities grant program. The study should be completed by December 2024.	\$41,600,000	Prop 1E (\$9M) YWA FEMA	
Yuba Co. TRLIA3	3 3.1	Goldfields Multi-Benefit Project Feasibility Study The purpose of the Goldfields Multi Benefit Study is to develop a replacement feature for the 100-year embankment that is outside of the approved mining areas for both the dredge operations and aggregate extraction and that addresses the increase in flood risk associated with Western's reclamation plan. The study will include opportunities to expand the Yuba River floodway to reduce flood stages and provide for ecosystem enhancement. The intent will be to develop an alignment for the flood protection embankment that will have a flood control easement that will allow for both the existence of the feature as well as OMRR&R. 2023-2024 Update: The feasibility study on construction of a Multi-benefit project south of the Yuba River downstream of Daguerre Point Dam was completed in December 2023.	\$500,000	YWA DWR	
Live Oak					
Live Oak LO1 Long-term	3 3.2	Grade-Separated Rail and Highway Overpass The City of Live Oak General Plan Project Area and existing city limits are divided by State Route 99 and the Union Pacific Railroad line running parallel within proximity of one another. Currently all crossings are at grade, causing all east/west routes to close nearly at the same time when trains pass through the community. A grade-separated crossing is critical for future circulation and public safety.	Unknown	Unknown	Unknown
Live Oak LO2 Long-term	3 3.1	Infrastructure Improvements to Areas for Job Creation City of Live Oak has annexed 370 acres adjacent to State Route 99 both north and south of the former city limits and within the 2030 General Plan project area. The property is zoned for business uses. To locate new businesses in this area, both water and sewer improvements are necessary. It is anticipated that each area will require a new public well, sewer lift station and appropriately sized force mains. In addition, the city is seeking to evaluate the feasibility of rezoning property currently zoned for housing that may be better utilized for near-term employment uses because of the proximity to the city's wastewater treatment plant, existing water service or other key infrastructure.	Unknown	CDBG, EDA	Unknown
Live Oak LO3 Long-term	4 4.2	New Fire Station/Sheriff's Substation East of State Route 99 State Route 99 and the Union Pacific Railroad create a north/south barrier through the entire City of Live Oak Sphere of Influence. Live Oak's current public safety facilities are located on the west side of both the highway and	\$3,200,000	Unknown	Unknown

Jurisdiction Project No. Priority	Goal Tactic	Project Description	Total Cost	Funding Sources	Project Date
		railroad. As Live Oak grows it is important to maintain public safety facilities on the east side of the highway and railroad to ensure adequate response times.			
Live Oak LO4 Long-term	4 4.1	New Live Oak Community Center To meet recreational and program demands of a growing city, Live Oak needs to build a new, expanded community center and gymnasium. Estimated at 25,000 square feet, constructed in two phases, the facility will be used to meet both social service and recreational needs for Live Oak's growing population. The city is currently seeking funding for a Phase 1 gymnasium.	\$15,000,000	CDBG, local funds	Unknown
Live Oak LO5 Long-term	4 4.1	Develop a Strategy to Maximize Commercial Opportunities Associated with Live Oak's Proximity to the Sutter Buttes and the Feather River With a boat launch facility on the Feather River less than two miles east of downtown, and the Sutter Buttes approximately seven miles west, Live Oak is positioned to benefit from the attraction of these important natural resources and must develop a plan to maximize this opportunity.	\$35,000	CDBG	Unknown
Live Oak LO6 Mid-term	4 4.1	Historic Downtown Infrastructure Improvement Live Oak's historic downtown core is defined as the area bordered by State Route 99 on the east, N Street on the west, Elm Street on the south and Pennington Road on the north. The area poses significant challenges related to infrastructure improvements necessary to support a mixed-use retail environment. A complete assessment was completed and adopted by the city in 2013. Improvements include street, curb, gutter, sidewalk, drainage, park and city water and sewer utilities improvements. This project also incorporates Phase 2 improvements of the Live Oak Community Trail Project.	\$5,200,800	SACOG, CDBG	Unknown
Live Oak LO7 Mid-term	4 4.1	Complete Live Oak Community Trail Project This one-mile rail conversion project establishes a dedicated bicycle and pedestrian trail through the center of Live Oak on former railroad right-of-way. The project has four phases, with the first phase completed in 2010 and the third phase completed in 2015. 2023-2024 UPDATE: Phase 4 will be completed during 2022/2023. Phase 4 runs from Kola Street to Epperson Way utilizing the old Railroad Right of Way. It includes a bike/pedestrian trail and landscaping. The city continues to seek funding for phase 2. No Significant update	\$2,200,000	ATP, SACOG, LWC, local funds	2020/ 2025
Live Oak LO8 Short-term	1 1.1	Live Oak Base-Level Jobs Initiative Develop a strategy to identify and support location and/or expansion in Live Oak for companies that sell products and/or services outside of the trade area and bring new dollars into the local economy.	\$35,000	CDBG	Unknown
Live Oak LO9 Short-term	1 1.1	Diamond Walnut Facility Reuse Plan Diamond Walnut's Live Oak plant, built in the 1920s is no longer in operation, leaving a vacant 80-year-old building and adjacent property in the area that is emerging in the new General Plan as an expanded downtown core. Creating a viable reuse plan for this property is critical for Live Oak's success in expanding the downtown core. 2023-2024 UPDATE: With the loss of the Former Diamond Walnut Facility to fire in February of 2022, once the property is cleaned up it is prime for redevelopment. When combined with adjacent properties, this area becomes an attractive downtown addition to the Live Oak Blvd corridor. Creating a viable reuse plan for this property is critical for Live Oak's success in expanding the downtown core. No Significant update	\$75,000	CDBG	Unknown

Jurisdiction Project No. Priority	Goal Tactic	Project Description	Total Cost	Funding Sources	Project Date
Live Oak LO10 Short-term	3 3.2	Pennington Road Rehabilitation Pennington Road is the main east/west arterial for the City of Live Oak, intersected by State Route 99. Sacramento Area Council of Governments (SACOG) has committed \$915,000 for partial reconstruction of the road from Broadway to Connecticut Avenue during 2012 and 2013. Reconstruction to the east of State Route 99 is also necessary. 2023-2024 UPDATE: Construction on Pennington Road west of the railroad tracks to Connecticut was completed in 2023. Pennington Road East from the High School to the city limits has had a contract awarded and will be completed in 2024.	\$1,094,776	SACOG, CDBG	2022
			Pennington Road west of railroad tracks to Connecticut completed 2023 - \$1,370,299.77		
Live Oak LO12 Short-term	3 3.1	Soccer Park/Drainage Basin Improvements Live Oak has completed construction of Phase 1 of a joint-use storm drainage detention basin and soccer park. The basin is critical for reducing storm drain flows downstream of the existing city and is a key feature in the city's Master Drainage Study. The soccer park will be an important recreational asset and is funded with a Proposition 84 (Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006) grant. 2023-2024 UPDATE: The City is seeking funding for construction of Phase 2 improvements including one or more additional soccer fields in the complex and additional park features and amenities.	\$5,200,000	Prop 84 Grant 1,800,000 2,000,000 in kind funding – Sutter Butte Flood Control Agency, 700,000 – City of Live Oak	Unknown
Live Oak LO13 Short-term	3 3.1	Wastewater Treatment Plant Solar Live Oak's new wastewater treatment plant was designed with the possibility of connection to a solar array to power the plant. 2023-2024 UPDATE: COVID caused significant cost increases. The City is in the process of trying to secure additional grant funding to complete the project. The project will not start until the funding has been secured.	\$2,200,000	WRCB	2022
Live Oak LO14 long-term	4 4.1	Bicycle and Pedestrian Infrastructure Master Plan Live Oak has received funding from SACOG for development of a bicycle and pedestrian facilities master plan. The plan as competed and accepted by the City Council in 2016. 2023-2024 UPDATE: The City of Live Oak continues to seek funding for improvements outlined in the plan. No significant change	21,000,000	Various	As Funded
Live Oak LO15 Short-term	3 3.3	Housing Rehabilitation and First-Time Homebuyer Programs Live Oak currently utilizes Program Income from past loan recipients to fund new loan applications in addition to applying for new grant funding. The city seeks funding continuously for local housing assistance programs.	\$varies	CDBG, HOME, CalHome	Ongoing
Live Oak LO16 Long-term	3 3.2	Pennington Road Feather River Crossing Live Oak is seeking funding for a feasibility analysis of construction of a bridge over the Feather River on Pennington Road East of the city limits, connecting Pennington Road to Highway 70.			
Marysville					
Marysville M1 Mid-term	4 4.1	Construct Pedestrian/Bicycle Tunnel at 14th Street and State Route 70 The presence of a rail line in the immediate proximity of a school creates hazardous conditions for mobility of pedestrians and bicyclists, both key to the economic revitalization of the community. Until the Union Pacific track bed can be relocated, providing a permanent solution (project M5), this public works project will remove a major impediment.	\$1,000,000		2025

Jurisdiction Project No. Priority	Goal Tactic	Project Description	Total Cost	Funding Sources	Project Date
		2023-2024 UPDATE: No update currently. Funding has not been identified. Estimated cost is likely much more than \$1,000,000.			
Marysville M2 Mid-term	4 4.1	Ellis Lake Restoration A public works project to restore the 37-acre Ellis Lake area (between 9th and 16th streets and from B to D streets). This park and open space is a regional landmark attracting visitors from throughout the Yuba-Sutter area and the north state region. The lake was developed in the 1930s by the Work Progress Administration (later renamed Work Projects Administration). The intended scope of work would include a master plan for facility improvements around the lake, including parking, lighting, landscaping, and irrigation, together with water quality improvements for the lake itself. 2023-2024 UPDATE: The City of Marysville has retained a consultant to work through an Ellis Lake Greenspace Master Plan that would include upgrade and renovate Ellis Lake with the addition of park amenities, replacement and or widening paths to increase walkability and alternative usage and ADA accessibility to include bikes and exercise areas, improve public safety through the replacement of existing lighting. Public input is currently being solicited. Marysville and EDC secured a \$3m grant to improve elements and add amenities to strategic locations around the lake. Project is in the design phase. The design will be influenced by the results of the master plan mentioned above. The City has used information from the nutrient management study to develop a lake management treatment plan. A permit from the State Water Resource Control Board to chemically control algae and aquatic weeds was secured in October of 2023 and Initial treatment of aquatic weeds was performed shortly thereafter. City consultant is working with staff to develop a comprehensive plan for ongoing lake water quality management. The City has also added a treatment system at the existing well head to reduce nutrients entering the lake. Yuba Water agency has provided \$300,000 in funding to be used for lake water quality management over the next two to three years. The City intends to further research the feasibility of circulating water from the Yuba river into the lake, exiting to the Feather river.	\$3,000,000	Caltrans	2026
Marysville M3 Short-term	3 3.2	Systemic Safety Analysis Report Program (SSARP) Federal regulations require each State to have a Strategic Highway Safety Plan (SHSP). An SHSP is a statewide data-driven traffic safety plan that coordinates the efforts of a wide range of organizations to reduce traffic accident fatalities and serious injuries on all public roads. In coordination with federal, state, local and private sector safety stakeholders, the SHSP establishes goals, objectives, and emphasis (or challenge) areas. The SHSP addresses the 4Es of traffic safety: Engineering, Enforcement, Education, and Emergency Services. 2023-2024 UPDATE: City Council approved acceptance of grant funding to develop a LRSP in the amount of \$40,000 and contract award to GHD by on 10/19/21. GHD completed the 2022 LRSP in January 2023. The study concluded that the majority of accidents are on or around State Highways and caused by excessive speed and failures to stop/yield.	\$40,000	State Active Transportation	2023
Marysville M4 Short-term	3 3.2	Road Rehabilitation and Sidewalk Accessibility Project. (CDBG) The Project proposes the rehabilitation of just over 15,000 lineal feet (approx. 3 miles) of residential streets and sidewalks in the East Marysville neighborhood off of State Route 20. The project will reconstruct failing road structural sections, install accessible ramps on street corners, improve sidewalks where necessary for accessibility and install bike lanes.	\$3,000,000	CDBG	2024

Jurisdiction Project No. Priority	Goal Tactic	Project Description	Total Cost	Funding Sources	Project Date
		2023-2024 UPDATE: The city's projects has been submitted for CDBG funding approval and pending a decision on approval. Project is still pending funding approval from The State of California's Department of Housing and Community Development. Expect award from DHCD in Spring 2024.			
Marysville M5 Short-term	3 3.1	City's Park Irrigation Well initiative. DWR has made grant funds available to commence the City's Park Irrigation Well initiative that would improve water system reliability and cost savings to the City by converting City parks to a well and tank storage system, thereby eliminating the need for commercial water service. 2023-2024 UPDATE: Project Completed	\$400,000	DWR	2022
PROJECT COMPLETED 2023					
Marysville M6 Short-term	4 4.1	Regional Bicycle and Pedestrian "Bike Hub" The City is preparing a Bike and Pedestrian Master Plan within the city limits to connect to the broader regional bike and pedestrian trail that extends throughout Yuba County and across the Feather River into Yuba City. The purpose for the Bike Hub is to serve as a convenient portal and gateway to the regional trail system, offering a central facility for competitive bike rallies and individuals to access the regional system, and provide bicycle and pedestrian-related retail services available under one roof, including bike rental and repair shops, outdoor gear and apparel, juice bar, community meeting center and visitor center. 2023-2024 UPDATE: No significant change	\$2,500,000	CDBG	2026
Marysville M7 Short-term	4 4.1	Marysville 2050 General Plan This project's purpose is to help shape the future direction of the City, to address key issues of walkability and historic character; promote investment, build on and improve Ellis Lake, the rivers, parks and programming; add vibrancy, housing, nightlife, entertainment, services and activities; improve bicycle and pedestrian facilities and transit options; and more. 2023-2024 UPDATE: Project is in process. Significant public and stakeholder outreach has been completed. Land Use and Circulation Elements are in process. Noise monitoring equipment was placed at key locations in Marysville to establish baseline noise contours, Traffic Count Data was taken at 23 locations and consultant has prepared a regional travel demand model. Specific plans are underway concurrently, funded by SACOG the Regional Early Action Planning (REAP) grant program. An administrative draft has been completed. The Specific Plan is required to be completed by June 2024.			2024
Marysville M8 Long-term	4 4.1	East Lake Restoration II A public works project to improve the nine-acre lake areas between 14th and 16 th streets and from Yuba Street to the Union Pacific Railroad track bed. The lake and surrounding open space areas have been neglected for years. Improvements would include bank stabilization, culvert work, new pathways, ADA-accessible features, lighting, landscaping, and irrigation. 2023-2034 UPDATE: No update to this project. Funding has not been identified. City is researching the feasibility of partnering with a private developer.	\$1,000,000	City Yuba Water Agency Grant	2030
Marysville M9 Mid-term	3 3.2	Incorporate Streetscape Improvements on State Route 70 from 1st Street to 6th Street A highway streetscape project conducted in conjunction with Caltrans resurfacing of the first six blocks of State Route 70 from the southern city limits. The principal objectives are to improve the visual appearance of the	\$2,000,000	Caltrans	2025

Jurisdiction Project No. Priority	Goal Tactic	Project Description	Total Cost	Funding Sources	Project Date
		entry into Marysville, and to improve connectivity and walkability between the medical arts and the historic downtown districts. 2023-2024 UPDATE: No update to this project. Funding has not been identified.			
Marysville M10 Mid-term	4 4.1	Rehabilitate the River District for recreation and eco-tourism A public works project to rehabilitate the waterfront setback areas along the Feather and Yuba rivers from the levees to the streambeds of both rivers. The area includes Riverfront Park and boat launch ramp, restrooms, soccer fields, vehicle parking, bicycle and pedestrian/jogging pathways, decommissioned sewer ponds. 2023-2024 UPDATE: Sewer Pond decommission was completed in October of 2023. Project cost approximately \$7.5 m. The city is in the process of negotiating an agreement for utilization of the southernmost ponds for off-road motorsports. Previously unused Softball fields have been rehabilitated from a state of disrepair and are now in use.	\$7,500,000	SEWER POND DECOMMISSION Completed - \$7.5M	
Marysville M11 Short-term	3 3.2	Accelerate Street Resurfacing and Improvements in the Five Major Economic Development Districts to Support Business Investment A public works project to restore and repair neglected city streets in the five principal economic development districts, involving approximately 80 blocks of Marysville city streets. 2023-2024 UPDATE: No update to this project. Funding has not been identified.	\$5,600,000 \$50,000	SB1 SACOG Caltrans	2020- 2025
Marysville M12 Short-term	3 3.1	Refurbish and Update City Hall Refurbish the 1939 City Hall building by replacing all windows with high efficiency glazing, upgrading wiring and replacing floor covering throughout, updating HVAC control systems, updating technology capabilities in City Council chamber and replacing auditorium seating with modern comfortable seating. Installation of solar photovoltaic system at city was completed at city hall in October 2018. 2023-2024 UPDATE: The City has appropriated \$1.5 million for the purpose of updating City Facilities, including City Hall. The focus is to replace aged equipment and lighting with newer, more energy efficient models to reduce unscheduled repairs, lower operational cost and improve reliability.	\$1,500,000		2025
Marysville M13 Short-term	4 4.1	Proposition 68 Per Capita Program The city received \$177,952 in Proposition 68 grant funding under this program. City has proposed this funding be used for the replacement of the play equipment and play surfacing at Gavin Park and the addition of an accessible path based on the City’s Park and Open Space Master Plan. 2023-2024 UPDATE: The first phase of the Project was completed in November 2023. Additional amenities are planned for installation in summer of 2024.	\$178,952	Phase I Completed 2023 \$177,952	
Marysville M14 Short-term	3 3.2	2023 Measure C / SB 1 Pavement Project In July 2023, the City Council approved a contract amount of \$3,336,937.60 to a local paving contractor to overlay and pave 11 city-wide roadway segments. Project was completed in November 2023 with one roadway segment carried over to Summer of 2024. Phase 1 of the E. 22 nd St Rehabilitation Project (E. 22 nd St between SR-20 and Cheim Blvd) was completed under this city-wide paving project	\$3,336,937.60	Measure C	2023

Jurisdiction Project No. Priority	Goal Tactic	Project Description	Total Cost	Funding Sources	Project Date
Marysville M15 Short-term	3 3.2	E. 22nd St Rehabilitation Project Considered “Phase 2” of the E. 22 nd St Rehabilitation Project, funding was secured through the Sacramento Area Council of Government’s Maintenance and Modernization program to rehabilitate the remainder of E. 22 nd St from Chein Blvd to Ramirez St.	\$3,500,000	SACOG	2025
Marysville M16 Short term	4 4.2	14th St Traffic Calming Multi-Modal Pilot Project The City will pilot a project on 14 th Street to address cut through highway traffic away from the residential areas using traffic calming and route diversion techniques. It is anticipated that neighborhood residents will feel safer to walk, bike and use transit with less cut through traffic in the residential areas. A Mode Shift grant was secured from Caltrans through SACOG.	\$168,000	Caltrans	2024
Marysville M17 Short term	4 4.1	Historic Downtown Marysville Safety and Walkability Enhancements project The City will work closely with the Marysville Business Alliance to make transportation upgrades to D Street between 3 rd St and 4 th St to provide safety and walkability for pedestrians and bicyclists.	\$250,000	SACOG	2024
Marysville M18 Short term	4 4.1	Fire Station Auxiliary Building Build and install a prefabricated steel building to house fire apparatuses. Expected to solicit bids in Spring of 2024.	\$400,000	Measure C Measure K	2024
Marysville M19 Short term	2 2.3	Rehabilitation of Annex Building at 10th and E Streets The City entered into an agreement with Yuba County Office of Education to rehabilitate the Annex Building at the NE Corner of 10 th St and E St for their use in Juvenile Education activities. Target completion for renovations is May of 2024	\$300,000	Prop 64	2024
Marysville M20 Short term	3 3.1	Sewer rehabilitation/relocation project Aldridge and Bottler Drives Project includes installing new sewer mains and street laterals in the Aldridge/Bottler neighborhood. This effectively moves their sewer service from the back yard of resident’s home to the front under the public right of way.	\$1,750,000	City Sewer Enterprise	2024
Marysville M21 Short term	3 3.1	Storm drain pump engine replacements at 17th Street and Ellis Lake stations Replacing the existing engines with newer more air efficient engines to pump out stormwater at two of the city’s major drainage areas. Expected construction in summer 2024.	\$234,600	FRAQMD – CAP	2024
Marysville M22 Short term	4 4.1	Miscellaneous parks playground improvements and repairs Modernizing and updating the playground equipment at several city parks.	\$65,000	General Fund	2025
Marysville M23 Short term	1 1.1	Marysville B Street property development 2023-2024 UPDATE: City has entered into a Disposition and Development Agreement with a private developer to develop a 4.9-acre City owned property located on the east side of B street between 12 th and 14th streets. The development, if approved, will consist of a 100 plus room hotel, a grocery store and a quick-serve restaurant. Project value is estimated to be \$43 million. The proposed project will provide significant economic activity and is expected to generate in excess of \$500,000 in tax revenue. Construction could be as early as 2024.			
Marysville M24 Short term	3 3.1	Leachate conveyance project The City has worked with its local solid waste contractor, Recology and the Linda Water District to collect leachate from their regional facilities and convey them through City sewer lines to the Linda Water District wastewater treatment facility. Recology has completed all required testing and has constructed holding tanks and metering equipment to release leachate at a		Recology	2023

Jurisdiction Project No. Priority	Goal Tactic	Project Description	Total Cost	Funding Sources	Project Date
		controlled rate. The project has lowered Recology's cost for leachate disposal (previously trucked to a disposal facility) and generates additional income for the City's Sewer enterprise fund. 2023-2024 UPDATE: Project is completed, and Leachate is now being conveyed.	Project Completed 2023 \$180,000		
Marysville M25 Short term	4 4.1	Bryant Field Rehabilitation 2023-2024 UPDATE: Multiple improvements completed for Bryant field with assistance from Highlands Community Charter Academy local non-profit, Saylove, Local 228 Pipefitters Union, Local 118 Ironworkers Union, including replacement of entire outfield wall, replacement of C street fence rehabilitation of playing field surface, HVAC and lighting upgrades, safety improvements, and rehabilitation of a structure to accommodate home team players. Investment by city and private partners is valued at over \$500,000. Additional improvements are being contemplated to include additional safety netting to protect spectators, shade structures, field lighting upgrades, player facilities and restroom facilities upgrades security/surveillance upgrades and additional HVAC replacements/additions.	\$500,000	General Fund, Private Partners, Local 228, unions and CBO's	2023
			Phase I Completed 2023 \$500,000		
Marysville M26 Short term	4 4.2	Police Dispatch Center digital encryption and modernization Project Project updates police dispatch technology to accommodate federally mandated digital encryption radio communication requirements. Project replaces dispatch consoles, police unit radios and various other support infrastructure at Marysville PD.	1,600,000	ARPA/General Fund	
Marysville M27 Short term	4 4.1	Beverage Container Recycling project To decrease the use, litter, and disposal of single-use beverage containers in the waste stream the City will install water refill stations combination (trash and beverage container recycling) collection containers at strategic locations within the City. Locations include the high traffic, historic downtown area, community/neighborhood parks, and City sports/recreation facilities in the City of Marysville. Project also includes 18 months of beverage container collection and diversion volume measurement. 2023-2024 UPDATE: Project is in the design phase.	271,000	State (CalRecycle)	2026
Wheatland					
Wheatland W1 Mid-term	3 3.1	Solar Energy Projects The City of Wheatland plans to construct multiple solar energy shade structures at various city-owned facilities. Structure locations include City Hall, Police Department, and wastewater treatment plant. Plans to partner with Pacific Gas and Electric to help offset project costs as well as provide long term utility cost savings. 2023-2024 UPDATE: The City continues to seek funding for this project	\$300,000	Unknown	Unknown
Wheatland W2 Short-term	4 4.1	Wheatland Community Gardens The 2012 goal of completing Wheatland Community Garden #1 was successfully accomplished with a ribbon-cutting ceremony on February 20, 2013. The project this year is to build Wheatland Community Garden #2 on the east side of town. This garden will serve the Wheatland Ranch subdivision area. When completed, the proposed Wheatland Community Garden will consist of approximately 24 planters, including 20 12-foot by 4-foot planter boxes and four U-shaped boxes with access for disabled persons. The total garden size is	\$50,000	Unknown	Unknown

Jurisdiction Project No. Priority	Goal Tactic	Project Description	Total Cost	Funding Sources	Project Date
		estimated at 50 feet by 150 feet. The garden will be secured by a decorative perimeter fence and key-code lock. The community garden will also include a gathering and picnic area, park benches, work-tables, and a shed for storage. Total estimated budget was \$50,000 per site, with one site remaining. 2023-2024 UPDATE: The City will install an additional 6 planters this fiscal year.			
Wheatland W3 Mid-Term	3 3.1	Wheatland Comprehensive General Plan Update The project would consist of producing a City of Wheatland Comprehensive General Plan Update. The current City of Wheatland General Plan was completed in 2006. City General Plans are expected to have a 20-year lifespan and typically require several years to complete. Therefore, the City of Wheatland is due to begin a General Plan Update. The project would include an update to the seven elements of the general plan required by the State of California, including an update to the City's Housing Element. The project would require substantial input and review by city stakeholders and the community. The project would also include the preparation of a program-level environmental impact report as required by the California Environmental Quality Act. 2023-2024 UPDATE: The Wheatland City Council awarded a contract for the General Plan update on November 28, 2023. It is anticipated that this project will take approximately 12-18 months to complete.	\$500,000	ARPA/SACOG/ Developer contributions	2023- 2024
Wheatland W4 Mid-Term	3 3.1	Wheatland Comprehensive Zoning Code Update The project would consist of updating the City of Wheatland Zoning Code to be consistent with a Wheatland Comprehensive General Plan Update. The current City of Wheatland Zoning Code was adopted in 1991, and much of the land use restrictions are considered outdated. The project would consist of reviewing and applying current land use and zoning restrictions to modern types of land use development. A substantial public outreach program would be necessary to ensure zoning would adequately meet the needs of the community. An environmental impact report would be included as a component of this project. 2023-2024 UPDATE: Pending completion of General Plan update.	\$100,000	ANTICIPATE SACOG COMMUNITY DESIGN FUNDING	2025
Wheatland W5 Short-Term	4 4.1	Wheatland Parks and Recreation Master Plan The project involves the completion of a parks master plan for the City of Wheatland. The City of Wheatland does not have a parks and recreation master plan and has limited policy direction on how future parks are to be developed. A parks and recreation master plan will provide developers and community an understanding of how and where parks will be constructed, the amenities that will be incorporated into the parks, and the sizes of the parks. These parks may include such facilities as tot-lots, ball fields, and aquatic facilities. The recreation plan will identify the types of recreation activities that the City of Wheatland will provide to its constituents. A public outreach program will be included to create the plan. The plan will also require an environmental review as required by the California Environmental Quality Act. 2023-2024 UPDATE: The City continues to seek funding for this project.	\$100,000		
Wheatland W6 Mid-Term	3 3.2	Highway 65 Interim Capacity Improvements Provide interim congestion relief on Hwy-65 within the Wheatland city limits until completion of the Wheatland By-Pass. Traffic volumes in this segment have substantially increased since completion of the Lincoln By-Pass in 2014. Peak hour traffic queues extend well beyond the City limits on weekdays and	\$7M	SHOPP, CMAQ, SACOG, FLAP, Impact Fees	2022

Jurisdiction Project No. Priority	Goal Tactic	Project Description	Total Cost	Funding Sources	Project Date
		local traffic finds it difficult to get across town to access local schools and businesses. In addition, the increase in traffic from Beale Air Force Base, due to added missions at the base, puts even more traffic pressure on the Main Street traffic signal and Highway 65. Off-peak volumes increased with completion of the Hard Rock Casino (Fall of 2019). Additional traffic will be generated as planned development occurs to the north and east of the City. Improvements may include traffic signal coordination, intersection modifications, restrict turning movements, highway widening, roundabouts or other measures as determined effective by Caltrans and the City. 2023-2024 UPDATE: The City continues to seek funding for this project.	PROJECT PLAN COMPLETED 2022		
Wheatland W7 Short-Term	3 3.2	Spenceville Road Rehabilitation (joint City/County project) Spenceville Road is a two-lane arterial facility connecting Beale Air Force Base and State Route 65 through the City of Wheatland. The project will provide rehabilitation, restoration and resurfacing to approximately 7 miles of roadway between Main Street and Beale Air Force Base. This two-lane roadway provides access to City, County and Air Force Base residents as well as general traffic and school buses that access Beale Air Force Base. The proposed project site follows a level to gently rolling terrain that lends to higher than posted speeds and numerous speed related accidents. Traffic counts range from 3,200 vehicles per day on Main Street east of SR 65 to 3,100 vehicles per day on Spenceville Road west of Japer Lane. The majority of the traffic counts can be attribute to Beale Air Force Base due to the geography of the road and connectivity to the Base. The rehabilitation of this project is essential to continue providing access to the public and to Beale Air Force Base. This roadway helps to generate revenue for local business in the area. Spenceville Road is eligible to receive funding under the California Federal Lands Access Program (CA FLAP) which provides funds for transportation facilities that provide access to or are located on or adjacent to Federal Lands. 2023-2024 UPDATE: The City continues to seek funding for this project.	\$7M	Gas Tax, SB1, SACOG	2022
Wheatland W8 Short-Term	3 3.1	Wheatland Comprehensive Water Project The City of Wheatland water system is aging with portions of the system more than 100 years old. The project consists of removing the seismically deficient water tower from service by employing new ground mounted hydro-pneumatic tanks and booster pumps to supply water pressure to the City. The project also includes replacement of domestic water meters, new production meters, water meter automation to assist with leak detection and remote metering reading, SCADA replacement, and new billing software. The primary goal of the Wheatland Water System Reliability Project is to ensure an adequate and reliable water supply that meets the needs for the City of Wheatland 2023-2024 UPDATE: Project is underway and is anticipated that this project will be completed in 2024.	\$1.4M	DWR YCA	2023
Wheatland W9 Short-Term	3 3.1	North Storm Water Detention Basin Rehab Improvements to the existing basin that discharges to Dry Creek including construction of a stilling basin at the pump intakes; replacement of existing pumping equipment that has reached its service life; and establishing an outlet canal to prevent levee erosion and repair existing erosion at the toe of	\$600,000	Unknown	2022

Jurisdiction Project No. Priority	Goal Tactic	Project Description	Total Cost	Funding Sources	Project Date
		the levee. Benefits include enhance/improve water quality of discharge to Dry Creek, protect the existing levee from further erosion. 2023-2024 UPDATE: The City continues to seek funding for this project.			
Wheatland W10 Long-Term	4 4.1	Improve Walkability to Elementary, Middle and High Schools The project involves providing walking and biking opportunities for students across Wheatland's four railroad grade crossings. Currently, three of the four crossings have no bike or pedestrian accommodations, and the only improved crossing is the furthest from school routes. The improvements would include modifying railroad grade crossings at Second Street, Third Street and Fourth Street to include ADA compliant sidewalks on both sides of the street and railroad protection devices in accordance with CPUC and railroad standards. Other improvements would include the addition of fencing and other barriers to discourage the unsafe and illegal crossing of the tracks between grade crossings. 2023-2024 UPDATE: The City continues to seek funding for this project.	\$1,400,000	State, Unknown	Unknown
Wheatland W11 Mid-Term	3 3.2	Wheatland Complete Streets Project - (First Street/Wheatland Road) The project is on Wheatland Road beginning at First Street and Highway 65 and continues east past Wheatland High School and Bear River Middle School to the westerly city limit. The project will provide complete bike and pedestrian facilities along the corridor by improving and extending existing sidewalk and bike lanes. The project involves utility relocations, road widening, pavement rehabilitation, buffered bike lanes, and safety lighting. This segment of Wheatland Road serves several varied uses: a regional connector between Highway 65 and Highway 70, a bi-directional school routes linking three schools and neighborhoods, and a farm to market route serving over 6-square miles of agricultural lands. 2023-2024 UPDATE: Design project to go to bid in 2024.	\$2,500,000	SACOG Gas Tax/SB1 ATP RUCS	2024
Wheatland W12 Long-Term	4 4.1	Wheatland Aquatic Center The City of Wheatland received a generous \$1 million donation for future operations, maintenance and recreational programming of a future Wheatland Community Pool. The city has seven years to complete the project beginning July 2019. 2023-2024 UPDATE: The City continues to seek funding for this project	\$5,000,000	Unknown	2026
Wheatland W13 Short-Term	3 3.3	Wheatland 6th Cycle Housing Element Update Preparation The City of Wheatland has received \$65,000 from the California Department of Housing and Community Development (HCD) for the preparation of the 6 th Cycle (2021-2029) Housing Element Update using grant funds available from the Local Early Action Planning (LEAP) Grants Program. 2023-2024 UPDATE: Housing Element has been certified by HCD - COMPLETE	\$65,000	HCD (LEAP Grant)	2023
Wheatland W14 Short-Term	3 3.3	Wheatland 6th Cycle Housing Element Public Participation Process The City of Wheatland has received \$10,000 from SACOG for the public participation component of the 6 th Cycle (2021-2029) Housing Element Update using grant funds available from the Regional Early Action Planning (REAP) Grants Program. 2023-2024 UPDATE: Housing Element has been certified by HCD - COMPLETE	\$10,000	SACOG (REAP)	2023

Jurisdiction Project No. Priority	Goal Tactic	Project Description	Total Cost	Funding Sources	Project Date
Wheatland W15 Short-Term	3 3.3	Residential Rezone for 6th Cycle RHNA Compliance The City of Wheatland has applied for \$40,000 in grant funds from SACOG to rezone vacant land to multi-family residential uses to meet the 6 th Cycle Regional Housing Needs Allocation (RHNA) using grant funds available from the Regional Early Action Planning (REAP) Grants Program. 2023-2024 UPDATE: Project should be completed in 2024	\$40,000	SACOG (REAP)	2022
Wheatland W16 Mid-Term	3 3.1	Wheatland Regional Wastewater Treatment The City of Wheatland is planning the construction of a new pipeline and three pump stations to convey 1.5 million gallons per day (MGD) of wastewater into a regional sewer system serving south Yuba County. The pipeline will connect to a new Olivehurst Public Utility District (OPUD) sewer or continue of the City's force main (currently under design by others) near South Beale Rd and Highway 65. OPUD sewers will convey the flow to OPUD's wastewater treatment plant (WWTP), where it will be treated to a tertiary level and discharged into the Feather River. Alternatively, the City's pipeline may continue further northward to connect to the Linda County Water District (LCWD) wastewater collection system and then into their WWTP. The City's WWTP will eventually be decommissioned, and the site re-purposed for other uses. 2023-2024 UPDATE: The City's grant application for partial project funding is currently under review by the State Water Resources Control Board.	\$130 M	Design-YWA State CWSRF Yuba County	2025
Wheatland W17 Short-Term	3 3.1	Locate Research Center in Wheatland's Employment Zone The city of Wheatland is working aggressively to build the partnerships necessary to locate a collaborative research center in Wheatland's Employment Zone. This center would create a collaborative research opportunity with Beale AFB, the US Air Forces, Yuba Water Agency, city of Wheatland, and the University of California. The center could serve as an educational, workforce training and advanced research hub. Initially, the workforce collaborative facility would consist primarily of PHD level researchers, but also development of BA level and high school educational programs as the center expands to its full mission. This creates a significant opportunity for the city of Wheatland and Yuba County to create an innovation center and technology node. 2023-2024 UPDATE: No change.			
Yuba City					
Yuba City CYC1 Long-Term	3 3.1	Infrastructure Improvements Extend various City infrastructure including sewer, water, storm drainage, and road infrastructure to support economic and workforce development. Areas of planned improvements include: Airport Park (east of Garden Hwy, north of Lincoln Rd) Bogue Stewart Master Plan Lincoln East Specific Plan Harter Specific Plan El Margarita Master Plan	\$20,000,000 \$35,000,000 \$35,000,000 \$10,000,000 \$25,000,000	Undetermined, Local, Private, Grant	
Yuba City CYC2 Short-Term	3 3.1	General Plan Update Update the City's 2004 General Plan to incorporate statutory changes, changes within the City and include mechanisms to help streamline growth, facilitate implementation of the City's new Housing Element. The update includes all general plan elements.	\$500,000	SB 2, LEAP, REAP	2024

Jurisdiction Project No. Priority	Goal Tactic	Project Description	Total Cost	Funding Sources	Project Date
Yuba City CYC3 Short-Term	3 3.3	Low Income Housing Assistance To help provide housing for the City's workforce, Yuba City continues to utilize and apply for Federal/State funding to issue funding programs to low- and moderate-income individuals. Funds are used for housing, housing rehabilitation, and first-time home buyers.	\$600,000	CDBG, HOME	Ongoing
Yuba City CYC4 Long-Term	3 3.2	Bridge Street Corridor Improvements The Bridge Street corridor improvement project is a multi-phased project to extend four travel lanes from SR-99 to Marysville/SR-70. The project includes the construction of the 5 th Street Bridge, and phased reconstruction of Bridge St. Bridge Street is in the process of being widened from Gray Avenue to Cooper Avenue with completion anticipated at the end of 2023 with support from a \$2.8 million Local Partnership Program grant from the CTC. The project will enhance a key gateway through the City to facilitate necessary traffic demands while coordinating with adjacent property owners to help facilitate Economic and Workforce Development in the area. 2023-2024 Update: Gray Avenue to Cooper Avenue segment completed in 2023. Total construction cost for this segment was \$10.2 million, including the CTC grant. State Route 99 to Gray Avenue segment conceptual design for the final portion of the project will begin in 2024. The estimated cost to complete the conceptual design is \$250,000, which is funded by the City. The City is looking for funding to implement the final design in 2025 with construction likely following in 2026, provided funding can be secured.	\$15,000,000	Undetermined, Local, Local Partnership Program Grant through the CTC	Ongoing
Gray Ave to Cooper COMPLETED 2023 \$10.2 Million					
Yuba City CYC5 Short-Term	3 3.1	Walton Avenue Complete Streets Improvements The project includes rehabilitating portions of Walton Avenue from Hazel Avenue to Sam's Club, including closing the gaps in sidewalks on the west side of Walton Avenue between Lincoln Road and Franklin Road, improving bike lanes, and upgrading the traffic signals. The project is being supported by a \$4.3 million grant from SACOG. 2023-2024 UPDATE: Final design and easement acquisition is in progress with construction anticipated to commence and complete in 2025.	\$5,200,000	Congestion Mitigation and Air Quality, Regional Surface Transportation program, Local	2025
Yuba City CYC6 Short-Term	4 4.1	Sutter Bike Path Extension The project includes extending the existing bike path within the City right-of-way from Hooper Road to Harter Parkway and along Harter Parkway from State Route 20 to Butte House Road. 2023-2024 UPDATE: Final design and easement acquisition is complete with construction anticipated to commence and complete in 2024.	\$2,483,000	Active Transportation Program, Regional Surface Transportation Program, Local	2024
Yuba City CYC7 Mid-Term	4 4.1	Sutter Bike Path Widening The project includes widening the existing bike path within the City right-of-way from Hooper Road to Township Road. The existing path will widen from 8 feet to 12 feet, allowing for better shared use between pedestrians and bicyclists.	\$375,000	Undetermined, Grants	2025
Yuba City CYC8 Mid-Term	4 4.1	Northern Levee Bike Path Connection The project would include extending AC pavement northward on western Feather River levee from Northgate Drive to levee offramp 600 ft south of Pease Road. The City plans to install HAWK Beacon Signal Crosswalk 600 ft south of Pease Road, widen roadway to install Class IV shared path on the west side of Live Oak Blvd, northerly to Pease Road, and install two additional signals along Live Oak Blvd and Sutter Street at pedestrian and bicyclist used crossings.	\$1,200,000	Undetermined, Grants	2026

Jurisdiction Project No. Priority	Goal Tactic	Project Description	Total Cost	Funding Sources	Project Date
Yuba City CYC9 Mid-Term	4 4.1	Yuba City Pedestrian Trail – Railroad Right of Way Conversion The project includes the conversion of existing railroad right of way, across the City, to facilitate a bike and pedestrian trail that ultimately links the Sutter Bike Path from the west to the east to the City's bike network and across the City's 5th Street Bridge, ultimately connecting to the trail network in Marysville/Yuba County. This is a multi-phased project that will promote quality of life and ultimately economic development for the City. 2023-2024 UPDATE: The first phase involves completing a Feasibility Study with assistance from a \$200,000 Caltrans grant. The Feasibility Study was completed in 2023. Final design and construction will be substantially more expensive since there are 2 crossings of State Highways, as well as numerous City arterial street crossings.	\$15,000,000	Undetermined, Grants	Ongoing
Yuba City CYC10 Short-Term	3 3.1	Barry School Waterline The project involves installing 12" and 14" diameter water transmission main in Railroad Avenue from Bogue Road to Stewart Road and in Stewart Road from Railroad Avenue to Garden Highway, as well as a 4" diameter private water service in Railroad Avenue and Barry Road to serve Barry School. 2023-2024 UPDATE: The project was awarded for construction in August 2023, subject to State approval of the increased construction cost. Construction is anticipated to begin in Spring 2024 upon State approval and is expected to be complete by the end of 2024.	\$4,600,000	State Revolving Fund Loan	2024
Yuba City CYC11 Short-Term	3 3.1	Second Groundwater Well The project includes constructing a second groundwater well at the City's Water Treatment Plant to provide additional accessible water resources during times when the City's surface water rights are curtailed. 2023-2024 UPDATE: The well was drilled and tested in 2022. Pump installation and above-ground piping were completed in 2023 with installation of electrical/mechanical equipment to be completed in 2024 subject to equipment availability. The well can be operated on generator power, if needed.	\$4,350,000	\$750,000 Bureau of Reclamation Grant, remainder City water funds	2024
Yuba City CYC12 Mid-Term	3 3.1	Aquifer Storage Recovery (ASR) Well The project involves establishing an ASR well at the City's Water Treatment Plant to further bolster the City's accessible water resources during times when the City's surface water rights are curtailed. The ASR concept includes injecting treated water into the groundwater aquifer during times when surface water availability exceeds demands while extracting groundwater during times when surface availability does not meet demands. 2023-2024 UPDATE: Design and environmental/permitting commenced in 2023 with construction anticipated to begin in late 2024.	\$6,500,000	\$6,325,000 DWR Grant, remainder City water funds	Ongoing
Yuba City CYC13 Mid-Term	3 3.1	WWTF Outfall and Diffuser Project The project includes constructing a new 42-inch diameter discharge pipeline from the City's Wastewater Treatment Facility (WWTF) and a new diffuser outlet to the Feather River. The proposed pipeline and diffuser will replace the City's existing diffuser, which was damaged in 2011 by erosion of Shanghai Falls. This project will ensure the City's capability to safely treat wastewater for existing customers, as well as future development. 2023-2024 UPDATE: Final design complete pending receipt of permit conditions from regulatory agencies. Project will be advertised for bids once funding and permits are secured.	\$35,000,000	Unmet Need	Ongoing

Jurisdiction Project No. Priority	Goal Tactic	Project Description	Total Cost	Funding Sources	Project Date
Yuba City CYC14 Short-Term	3 3.1	Harter-Bridge Sewer Extension The project involves extending a 24-inch diameter sanitary sewer from the south end of Harter Parkway to the north end of Harding Road within the future alignments of Harter Parkway and Bridge Street. This project is critical for relieving the existing sanitary sewer in Lassen Boulevard, which is necessary to allow continued development in the northwest portion of the city. 2023-2024 UPDATE: Final design and easement acquisition in process. Construction is anticipated to occur in 2024.	\$2,000,000	COVID Relief funding, City Wastewater funds	2024
Yuba City CYC15 Short-Term	3 3.1	Bogue Road Sewer Extension The project involves extending the existing 18" diameter sanitary sewer in Bogue Road from Railroad Avenue to Phillips Road and constructing a new lift station to facilitate future connection of properties north and south of Bogue Road and east of State Route 99, and to address capacity issues and service of new development areas. 2023-2024 UPDATE: Final design in process. Project is being coordinated with Bogue Stewart Master Plan improvements.	\$3,000,000	COVID Relief funding, City Wastewater funds	2024
Yuba City CYC16 Short-Term	4 4.2	Local Roadway Safety Plan The plan will create a framework to systematically identify, analyze, and prioritize safety improvements on roads in Yuba City. 2023-2024 UPDATE: The plan was adopted in December 2023.	\$80,000	Highway Safety Improvement Program, Local	2023
			Project Completed 2023		
Yuba City CYC17 Short-Term	4 4.2	Citywide Signal Hardware Upgrades The project will improve signal hardware at 56 intersections throughout Yuba City. Improvements will include installation of new reflective backplates and upgrades to bulbs and lenses. 2023-2024 UPDATE: Authorization to begin construction anticipated in Spring 2024.	\$1,082,000	Highway Safety Improvement Program, Local	2024
Yuba City CYC18 Short-Term	4 4.2	Roadway Safety Signing Audit and Upgrades The project will evaluate roadway signing on critical corridors in Yuba City for safety and generate the necessary information and prioritization to proceed with signage replacement and installation. 2023-2024 UPDATE: Authorization to begin construction anticipated in Spring 2024.	\$1,835,400	Highway Safety Improvement Program	2025
Yuba City CYC19 Short-Term	4 4.2	Pedestrian Safety Crosswalk Upgrades The project will improve crosswalks at 15 unsignalized intersections, primarily near schools, in Yuba City. Improvements will include installation of high visibility striping to crosswalks, advance stop bars, and yield lines. 2023-2024 UPDATE: Authorization to begin construction anticipated in Spring 2024.	\$200,000	Highway Safety Improvement Program	2025
Yuba City CYC21 Short-Term	4 4.1	Plumas Street Historic District and Water Tower Park Improvements The project will help transform, beautify, and connect the Plumas Street Historic District with other improvements already completed in downtown Yuba City to create a cohesive downtown area enhancing civic pride and drawing businesses and visitors to this shopping and recreation district. Project elements include improvements to the Water Tower Park lighting	\$2,235,888	Clean California Local Grant Program, Local	2024

Jurisdiction Project No. Priority	Goal Tactic	Project Description	Total Cost	Funding Sources	Project Date
		improvements, construction of placemaking gateway arch, and development of a "Clean and Safe Yuba City" litter abatement campaign. 2023-2024 Update: Construction of the Water Tower improvements was completed in 2023. The Center Street Lighting, Gateway Arch at Bridge Street, Water Tower Park improvements, and Cleanup Campaign will be completed in 2024.			
Yuba City CYC22 Short-Term	3 3.1	Garden Highway Improvements The project includes rehabilitating portions of Garden Highway from Lincoln Road to Bogue Road, including updating signage, traffic signal controllers, and bicycle/pedestrian access improvements. The project is being supported by a \$4.3 million grant from SACOG.	\$4,900,000	Congestion Mitigation and Air Quality, Regional Surface Transportation program, Local	2026

CITY OF YUBA CITY
STAFF REPORT

Date: March 19, 2024
To: Honorable Mayor & Members of the City Council;
From: Development Services Department
Presentation By: Ben Moody, Public Works & Development Services Director

Summary

Subject: Tierra Buena Community Workshop – Council Update
Recommendation: Receive presentation, discuss, and provide staff direction
Fiscal Impact: Cost impacts are dependent on Council direction

Purpose:

To present a summary of the Tierra Buena Community Workshop held on February 8, 2024, to the City Council, and provide staff direction regarding any potential future action items.

Council's Strategic Goal:

This item supports the City Council's Strategic Goal to work to enhance the quality of life for City residents.

Background:

In the fall of 2023, the Tierra Buena community provided feedback to City Council members, the Planning Commission, staff, and public regarding concerns about the impacts of a proposed multi-family development project along North Colusa Frontage Road – Henson Farms Apartments. Several members of the community expressed concerns with the proposed development and noted detrimental traffic impacts that would occur at the George Washington / State Route 20 intersection, as well as overall increased speeding vehicles affecting the community.

On February 8, 2024, staff coordinated a community workshop for a portion of the Tierra Buena area to discuss traffic circulation, congestion, and overall development in the Tierra Buena community. A notice regarding the meeting was mailed to property owners and residents between Harter Parkway and Western Parkway, Jefferson Avenue and Hwy 20. In addition, the workshop was advertised on the City's social media accounts.

The community workshop was held at the River Valley High School Library, where staff presented information about recent, proposed, and future development areas in the Tierra Buena area, and highlighted conceptual transportation improvement options that would reduce traffic delays at the intersection of George Washington Blvd. and SR-20. It was attended by approximately 120 community members. Comments were received verbally at the workshop and digitally through an online survey distributed at the workshop and on social media.

Staff outlined five (5) conceptual transportation improvement options to reduce congestion and provided a high-level list of pros and cons associated with each option.

1. Cul-de-sac at Royo Ranchero Drive and Libby Lane
 - a. Cul-de-sac on Royo Ranchero Drive at Monroe Road, *in addition to Option 1*
2. Colusa Frontage Road closure with the extension of George Washington Blvd to Monroe Road – access to Colusa Frontage Road via Monroe Road
3. New signalized intersection at El Margarita and SR-20, including new access to north El Margarita Road
4. Connection of Jefferson Avenue to Harter Parkway via the old railroad right of way.

Feedback related to the transportation options received at the workshop and through the online survey, predominately preferred Option 4 (56%), with Option 3 (41.5%) following. The limited remaining respondents preferred Option 2 with very limited support for option 1. The survey also provided respondents with an option to send written comments about each option. Surveys are attached for reference.

Key takeaways from the community feedback include:

- Though it was a workshop on traffic and area wide development, the majority of attendees voiced that they do not feel the proposed apartment complex is right for the proposed location.
- Concerns with limiting circulation.
- Safety concerns at the El Margarita intersection.
- Concerns about existing traffic and speeding, and development making it worse.

Analysis:

As development is proposed by landowners and/or developers in the Tierra Buena area, staff processes development requests in accordance with City Municipal Code and General Plan requirements to ensure new development is occurring orderly and to a level of determined acceptability.

Residential development undeniably results in additional people and vehicle trips. Which then affects long-standing existing rural county lifestyles. Staff recognizes impacts to the adjacent community and works to implement design criteria and project conditions to try and minimize those impacts with a high-quality development standard.

Due to continuing housing demand, housing laws, property rights, and limitations on development cost burdens staff recommends Council receive the presentation, workshop results, receive public input then direct staff with any determined action as staff process development requests to meet the needs of the community.

Fiscal Impact:

Cost impacts are dependent on Council direction.

Alternatives:

1. Direct Staff to prioritize and fund a Capital Improvement project with one or multiple traffic improvement options. Costs, priority, and scope will affect project delivery.
2. Take no action – require development to comply with current City requirements for traffic

- improvement and circulation.
3. Implement development requirements that may help address community concerns.
 4. Provide staff with alternative options not yet analyzed.

Recommendations:

Receive presentation, discuss, and provide staff direction.

Attachments:

1. 2/8/24 Notice and Tierra Buena Community Noticing Area
2. Workshop Presentation
3. Survey Feedback
4. Community Preferred Option Exhibits

Prepared By:

Ben Moody
Public Works & Development Services Director

Submitted By:

Diana Langley
City Manager

ATTACHMENT 1



January 17, 2024

CITY OF YUBA CITY NOTICE OF A COMMUNITY WORKSHOP

Notice is hereby given that a community workshop will be held for the Tierra Buena Community to discuss traffic circulation, congestion, and development in the Tierra Buena community. Please see the attached flyer for additional information.

The workshop will be held on the following date and time:

<i>Date:</i>	Thursday, February 8, 2024
<i>Time:</i>	6:00 – 7:30 PM
<i>Location:</i>	River Valley High School Library, 801 El Margarita Rd, Yuba City, CA

All interested parties are invited to attend the workshop and express their opinions. For additional information, please contact Ashley in Development Services at apotocnik@yubacity.net.

The City has adopted a Reasonable Accommodations Policy that provides a procedure for receiving and resolving requests for accommodation to participate in this meeting. If you need assistance in order to attend the workshop, or if you require auxiliary aids or services, e.g., hearing aids or signing services to make a presentation at the workshop, 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.

TIERRA BUENA COMMUNITY WORKSHOP

DISCUSSION TOPIC

Community workshop to discuss traffic circulation, congestion, and development in the Tierra Buena community.

We want to hear from you!

THURSDAY, FEBRUARY 8, 2024

River Valley High School Library 6:00 – 7:30 pm

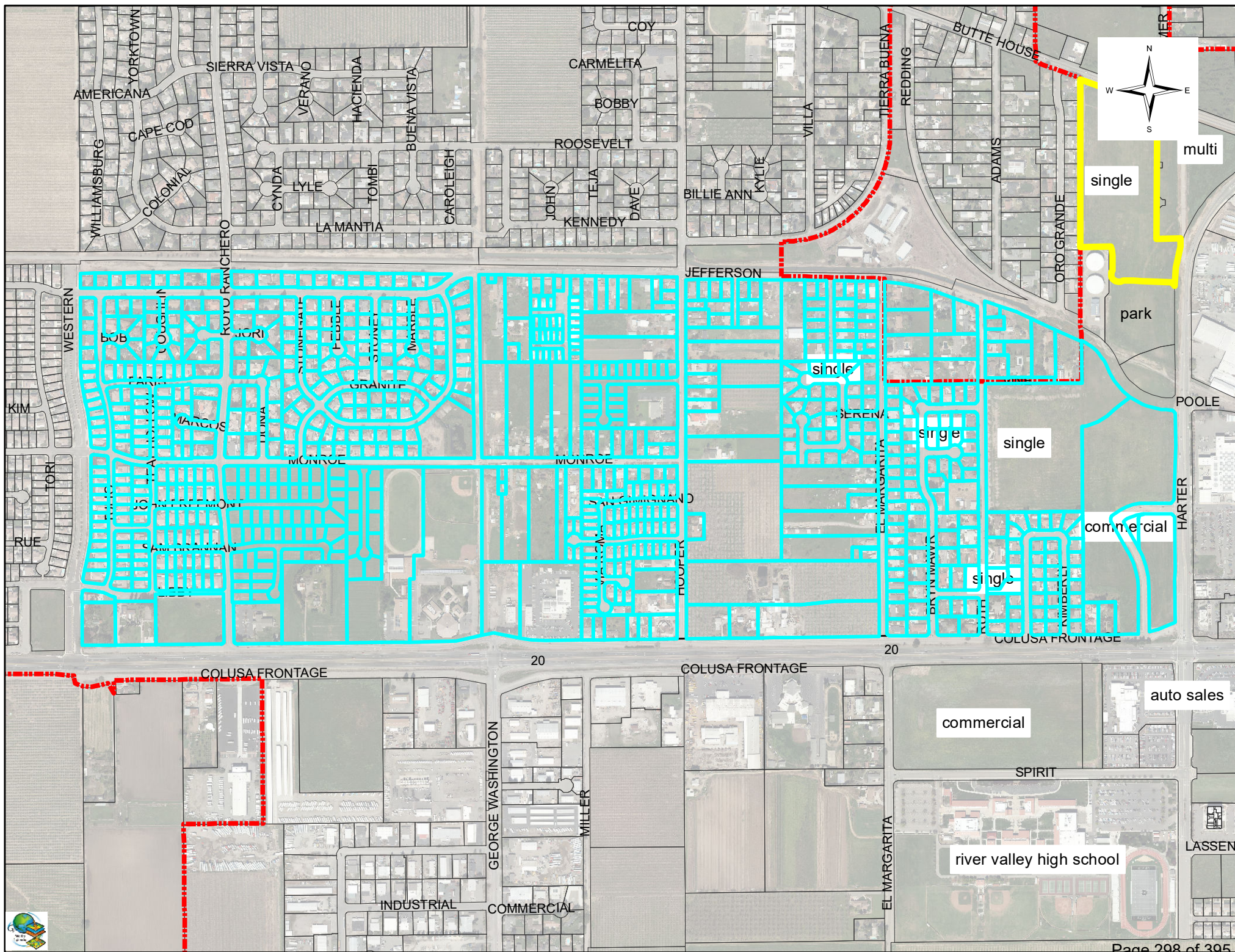
WORKSHOP LOCATION

River Valley High School Library
801 El Margarita Road
Yuba City, CA

TIME

6:00 – 7:30 PM





ATTACHMENT 2

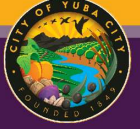


Tierra Buena Community Workshop

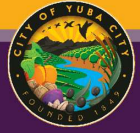


River Valley High School
February 8, 2024

Workshop Agenda



- Purpose
- Current conditions
 - Approved projects & traffic conditions
 - Proposed projects
- Future development areas
- Circulation Options
- Public Comment Period
- Next Steps
- Review Circulation Options

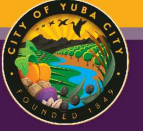


Workshop Purpose

- Discuss traffic conditions and potential solutions
- Public comment at the end of the meeting
- Community input - multiple options to submit
- No formal action tonight



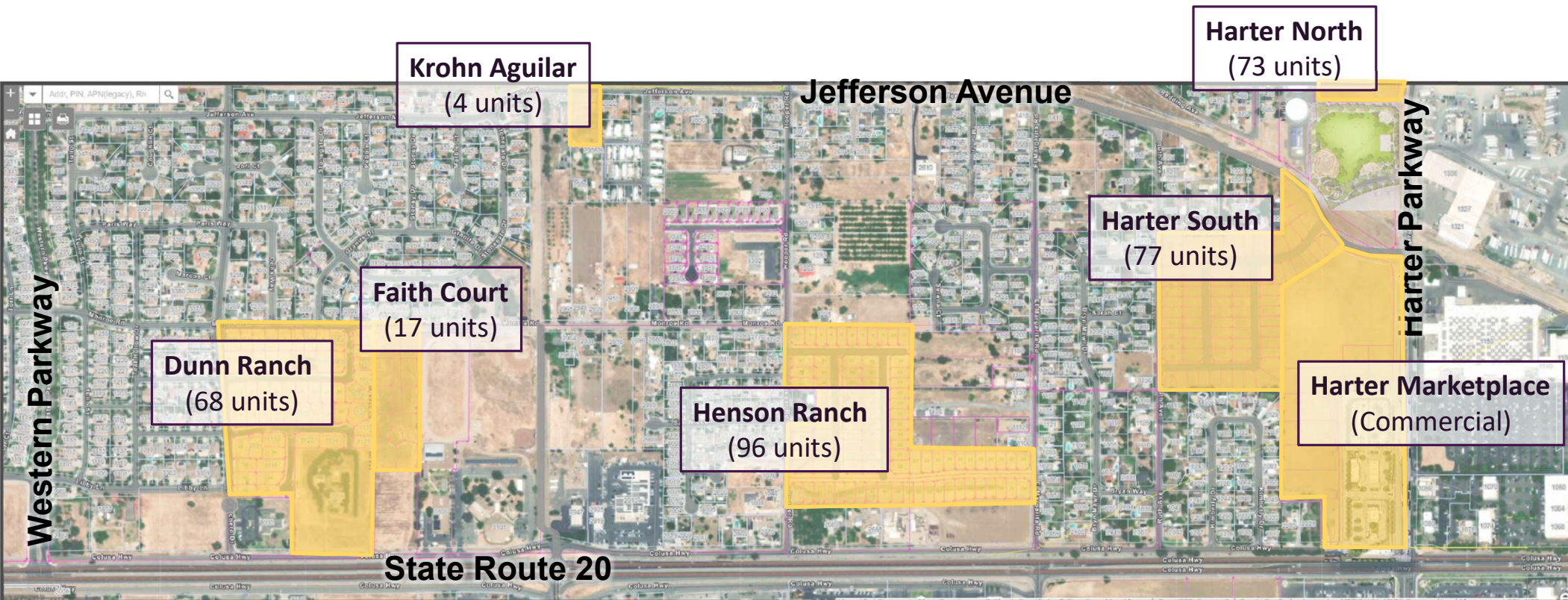
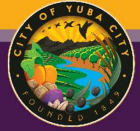
Discussion Topic



Discussion about **traffic circulation, congestion, and development** in the Tierra Buena community.

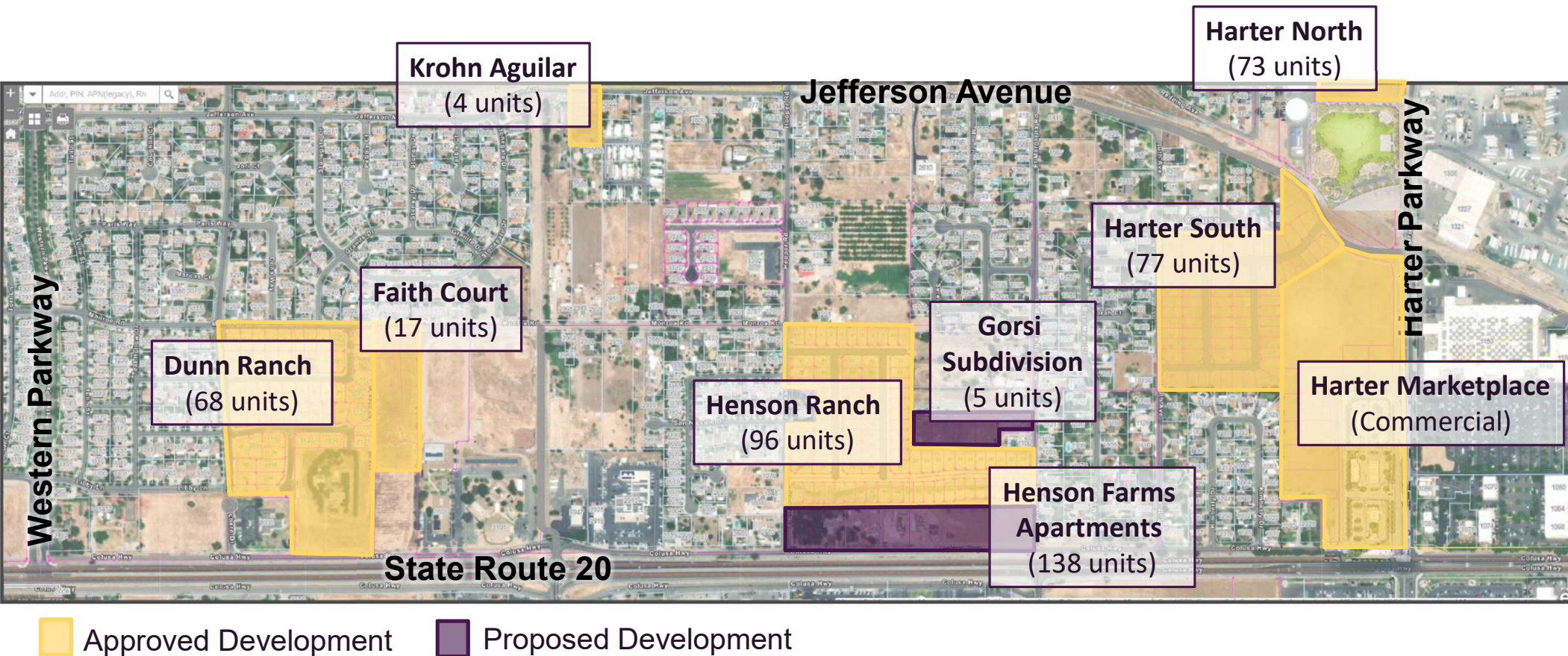
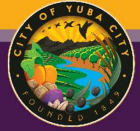


Current Development Conditions

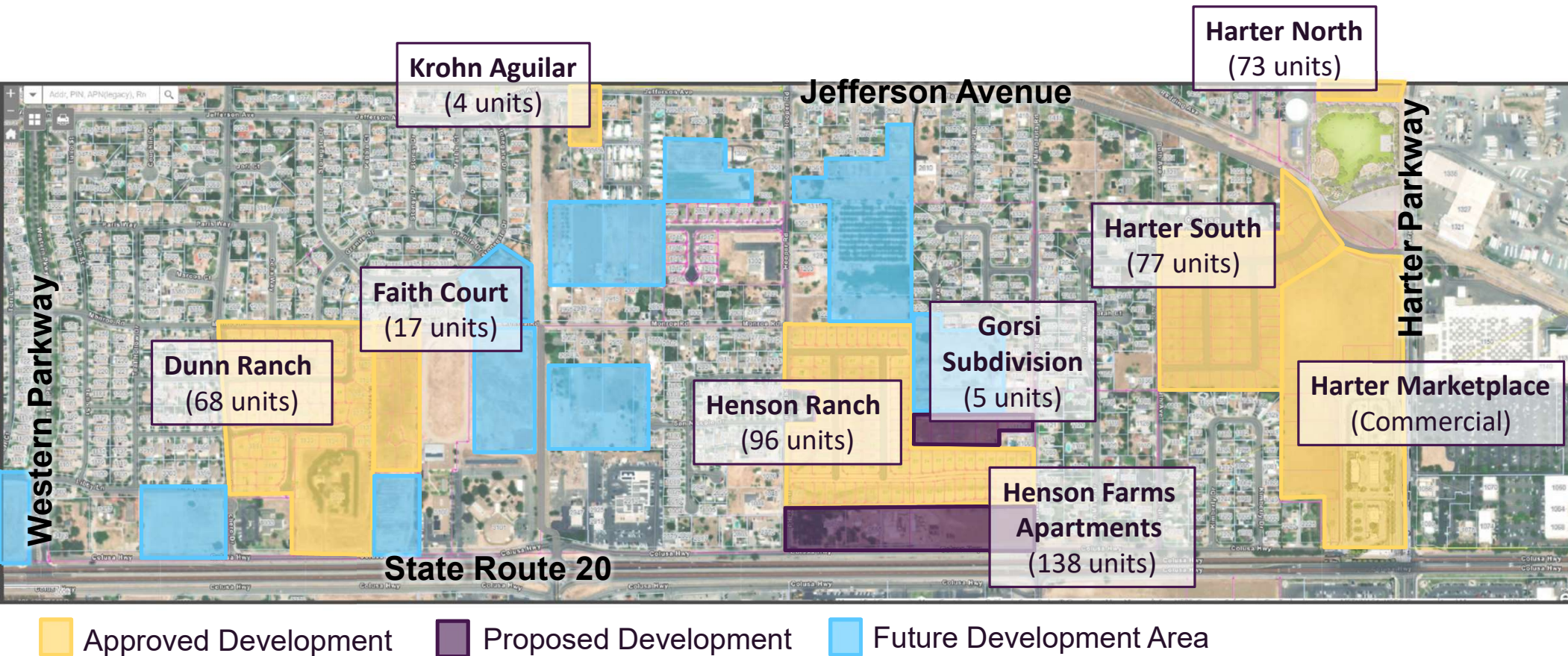
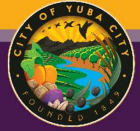


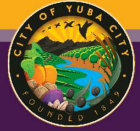
 Approved Development

Proposed Development

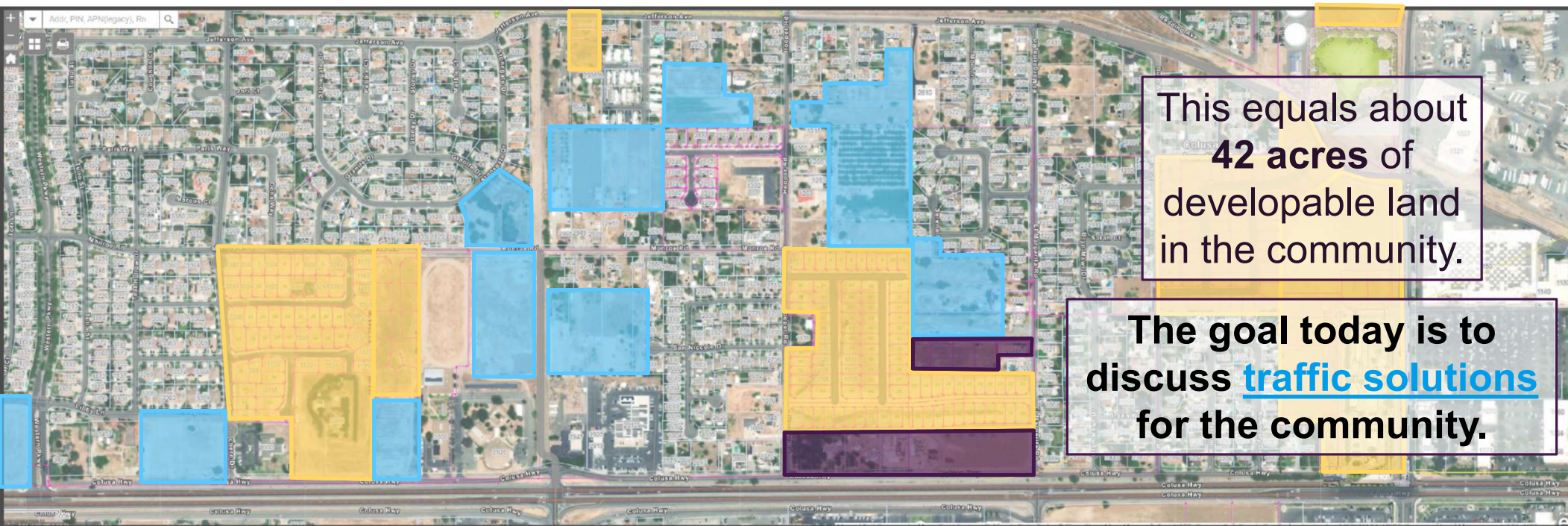


Future Development Areas





Future Development Areas



This equals about **42 acres** of developable land in the community.

The goal today is to discuss traffic solutions for the community.

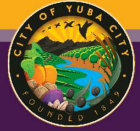
 Approved Development  Proposed Development  Future Development Area

Current Traffic Conditions

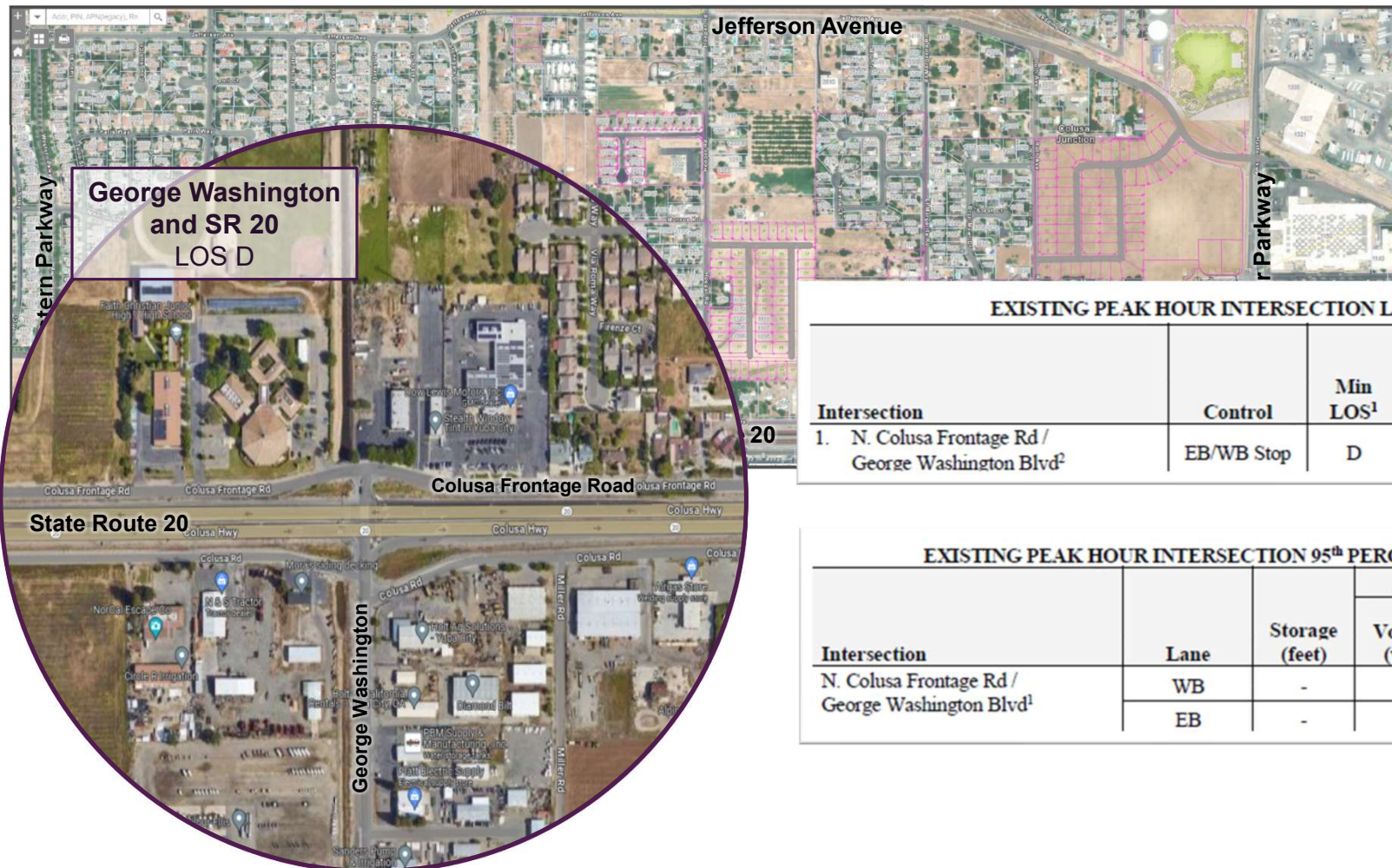


Level of Service	Signalized Intersection	Unsignalized Intersection	Roadway (Daily)
"A"	Uncongested operations, all queues clear in a single-signal cycle. Delay ≤ 10.0 sec	Little or no delay. Delay ≤ 10 sec/veh	Completely free flow.
"B"	Uncongested operations, all queues clear in a single cycle. Delay > 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, 6th Edition.



Current Traffic Conditions



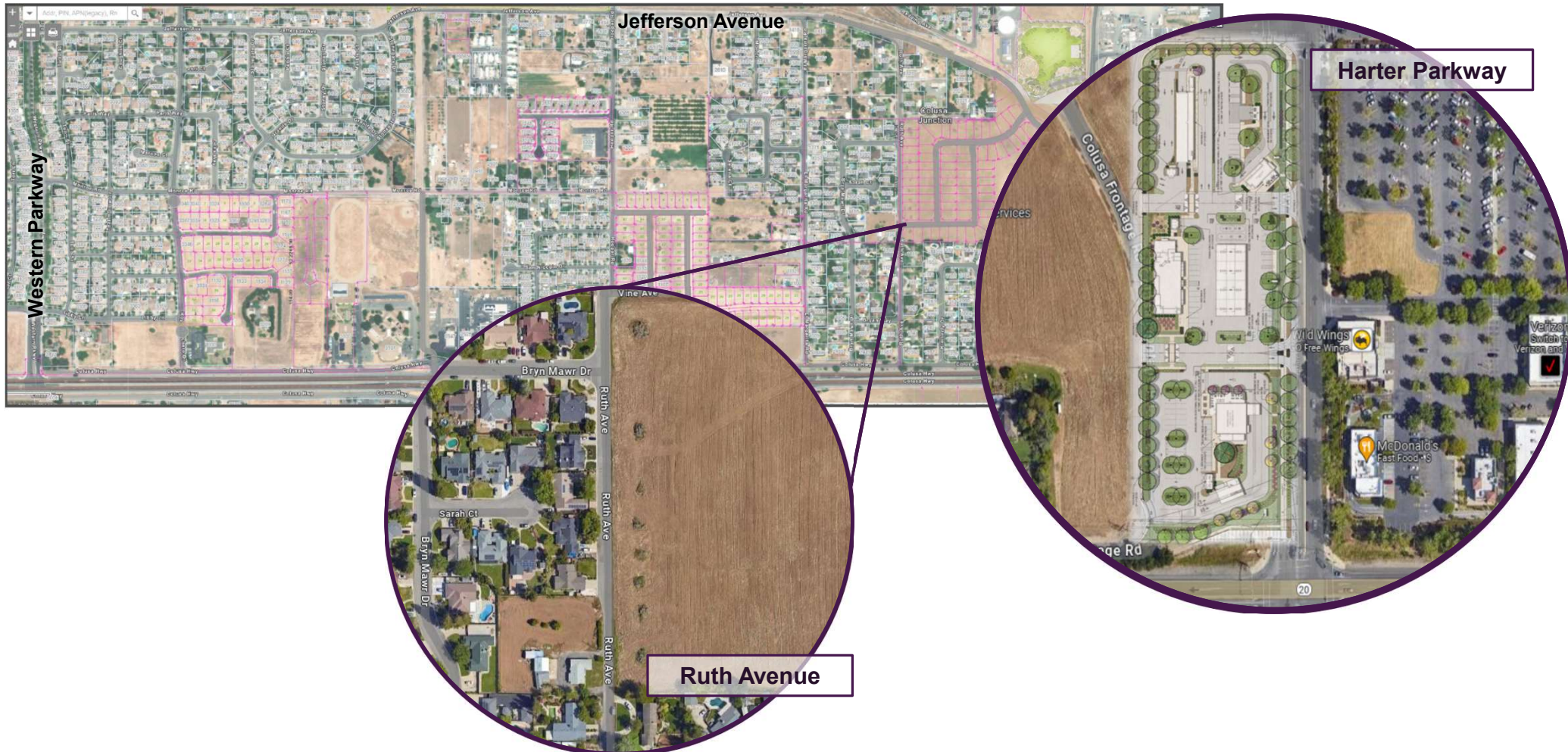
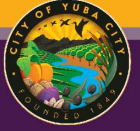
EXISTING PEAK HOUR INTERSECTION LEVELS OF SERVICE

Intersection	Control	Min LOS ¹	AM Peak Hour		PM Peak Hour	
			Average Delay (sec/veh)	LOS	Average Delay (sec/veh)	LOS
1. N. Colusa Frontage Rd / George Washington Blvd ²	EB/WB Stop	D	33.0	D	26.7	D

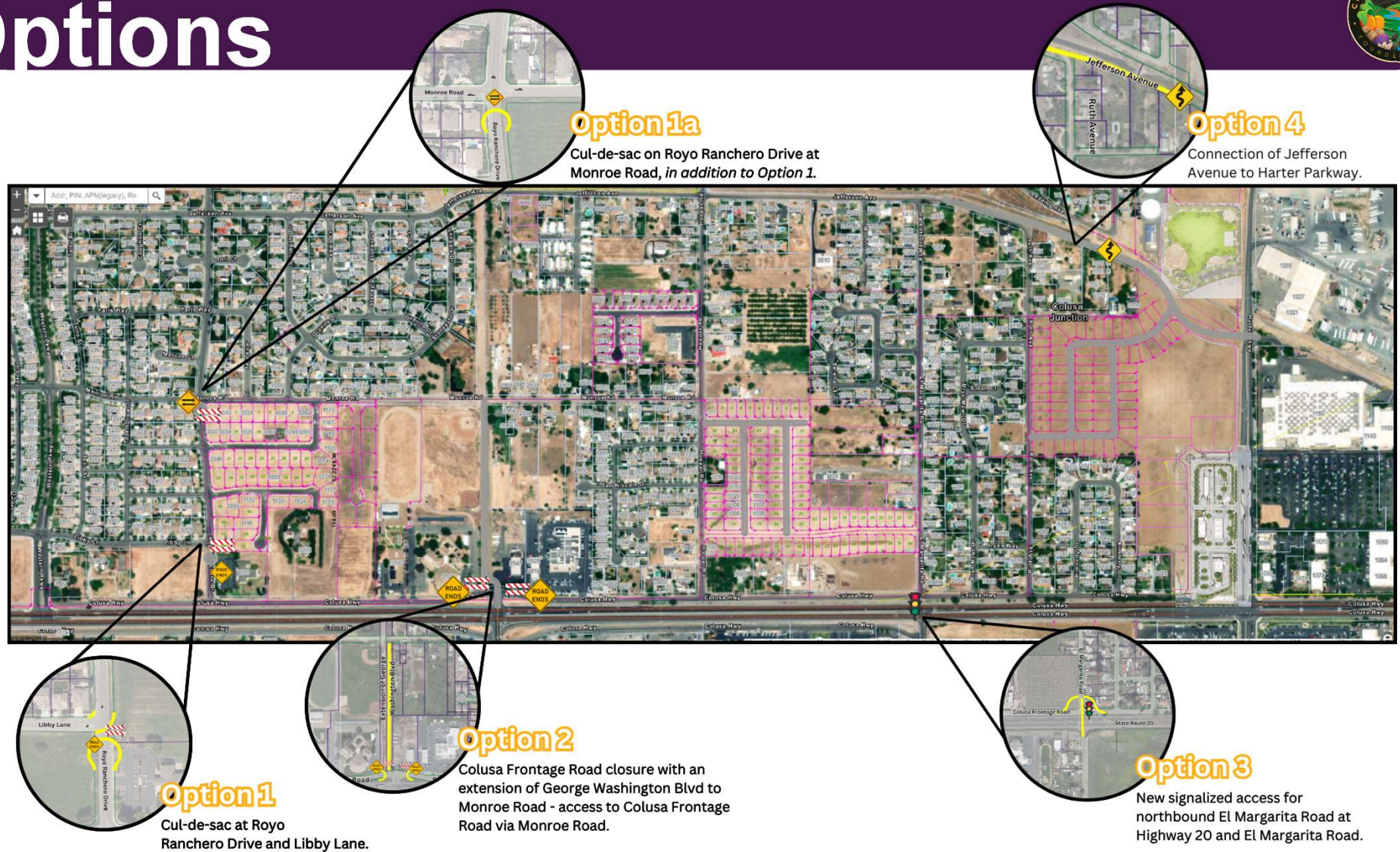
EXISTING PEAK HOUR INTERSECTION 95th PERCENTILE QUEUE LENGTHS

Intersection	Lane	Storage (feet)	AM Peak Hour		PM Peak Hour	
			Volume (vph)	95 th % Queue (feet)	Volume (vph)	95 th % Queue (feet)
N. Colusa Frontage Rd / George Washington Blvd ¹	WB	-	190	183	116	73
	EB	-	164	139	110	69

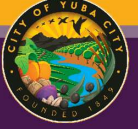
Current Traffic Improvements



Options



Option 1

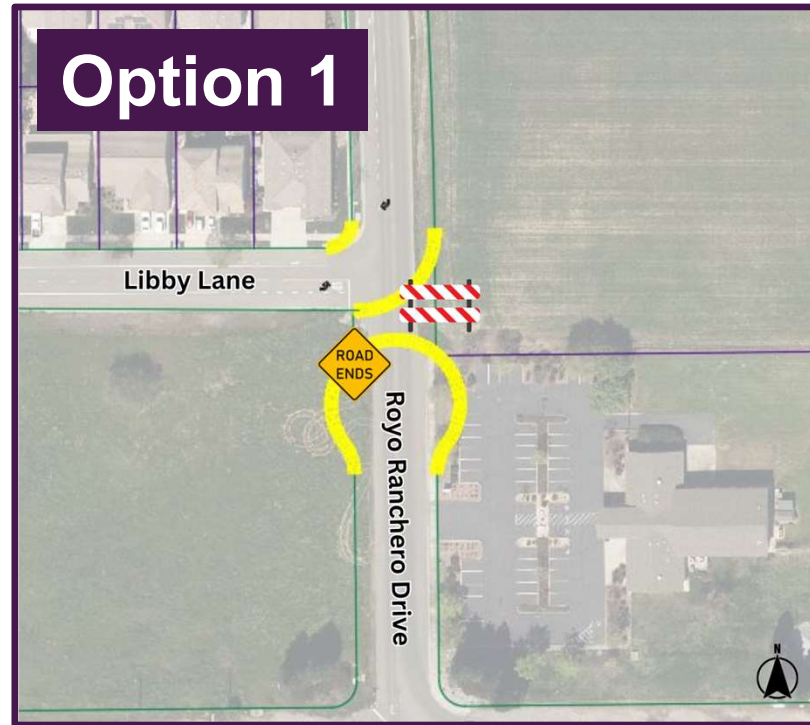


Pros:

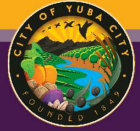
- Reduces traffic on west leg of Geo Wash intersection
- Easy to implement
- Directs traffic to underutilized intersection (Western Pkwy)

Cons:

- Increases travel distance
- Reduces circulation options
- Increases traffic on Libby Lane



1. Cul-de-sac at Royo Ranchero Drive and Libby Lane.



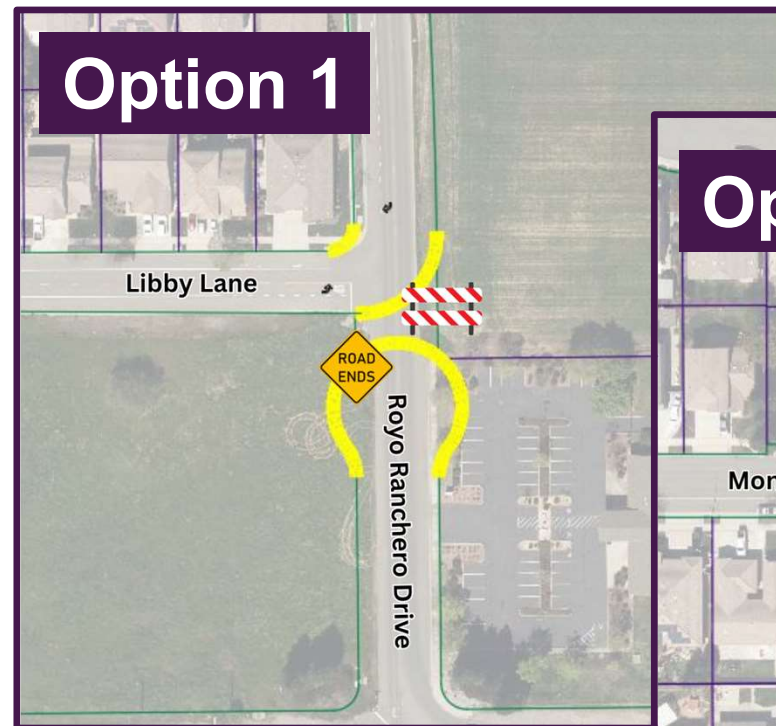
Option 1 and Option 1a

Pros:

- Same as option 1
- Distributes traffic to both Libby Ln and Monroe Rd

Cons:

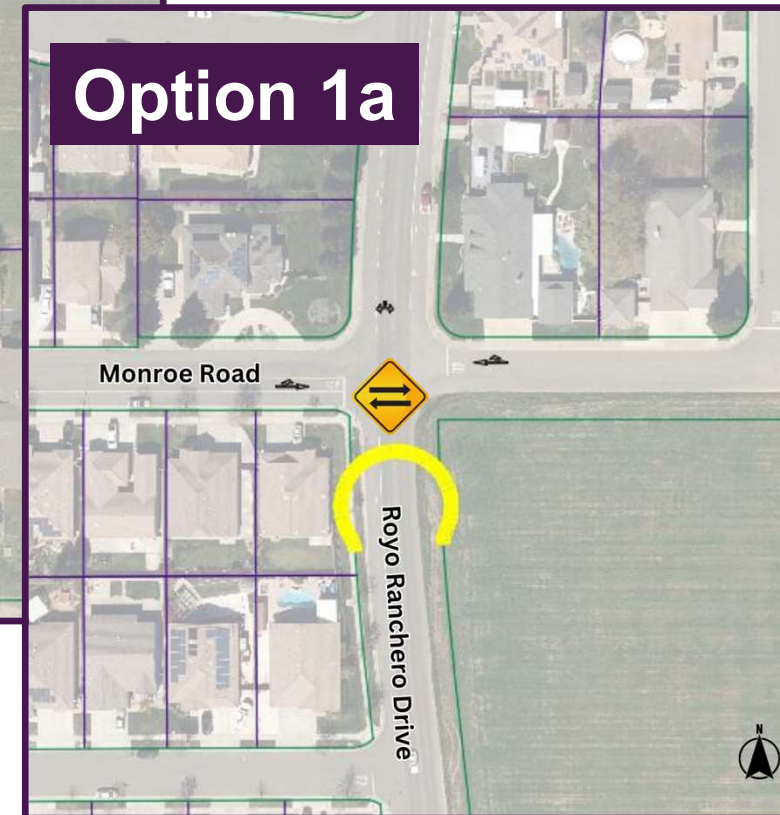
- Reduces circulation options

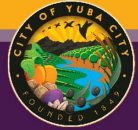


1 ■ Cul-de-sac at Royo Ranchero Drive and Libby Lane.

1a.

Cul-de-sac on Royo Ranchero Drive at Monroe Road, *in addition to Option 1.*





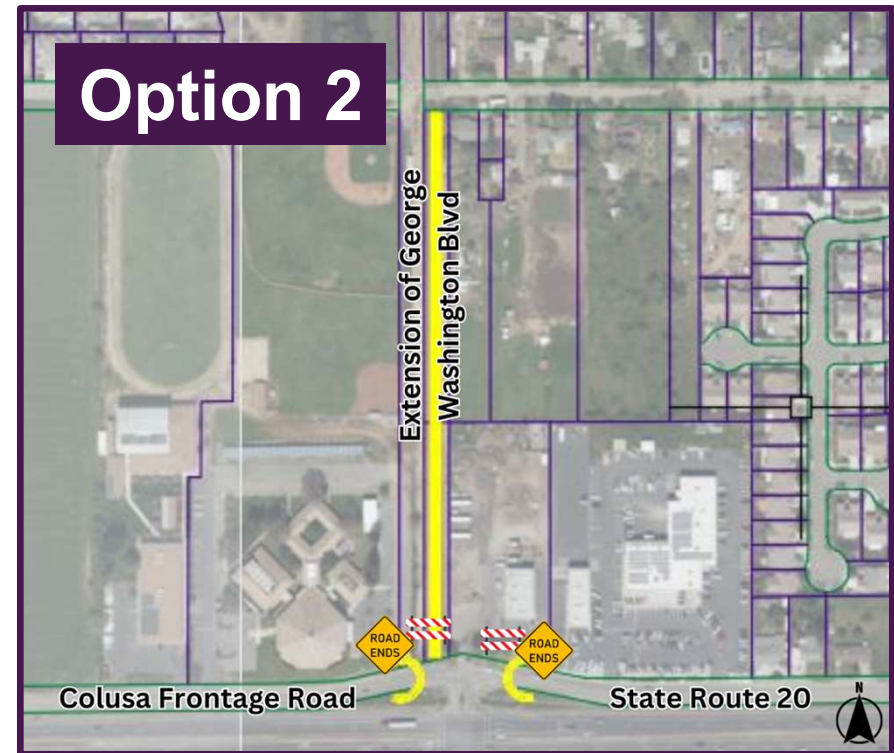
Option 2

Pros:

- Improves Geo Wash intersection operations

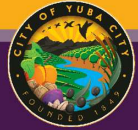
Cons:

- Expensive
- Restrictive
- Increases travel distances
- Increases traffic on Monroe Rd.
- Impacts existing businesses



2.

Colusa Frontage Road closure with an extension of George Washington Blvd to Monroe Road – access to Colusa Frontage Road via Monroe Road.



Option 3

Pros:

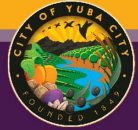
- Additional access point to SR 20

Cons:

- Delays on SR 20
- Expensive
- Disruptive to residences
- Right of way acquisition
- Limited space



3. New signalized access for northbound El Margarita Road at Highway 20 and El Margarita Road.



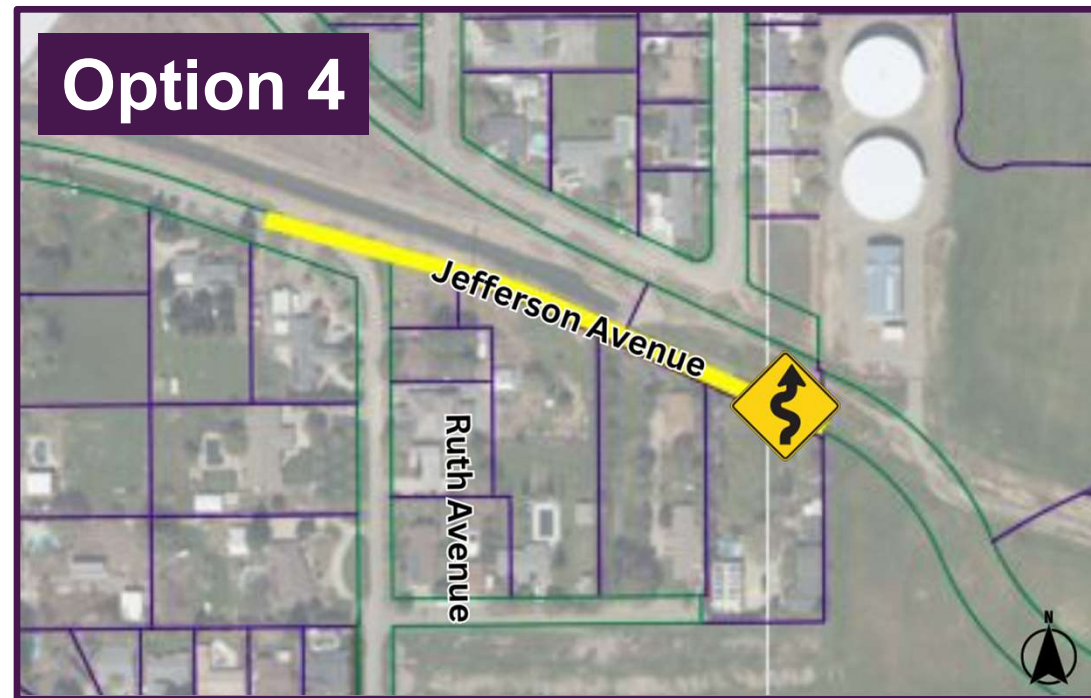
Option 4

Pros:

- Additional connectivity
- Limited impact to residents
- Cost effective
- Aligns with General Plan Traffic Model
- Connects to Didar S. Bains Park

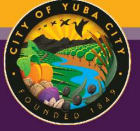
Cons:

- Increased traffic on Jefferson Ave



4. Connection of Jefferson Avenue to Harter Parkway

Public Comment Period

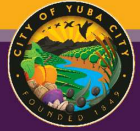


Public comment about **traffic circulation, congestion, and development** in the Tierra Buena community.

- Repetitive comments may be limited, and large groups are encouraged to select representatives to express the opinions of the group

After the comment period, we will break into small groups for additional discussion.

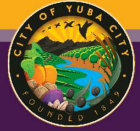
- Collaboration with staff
- Survey



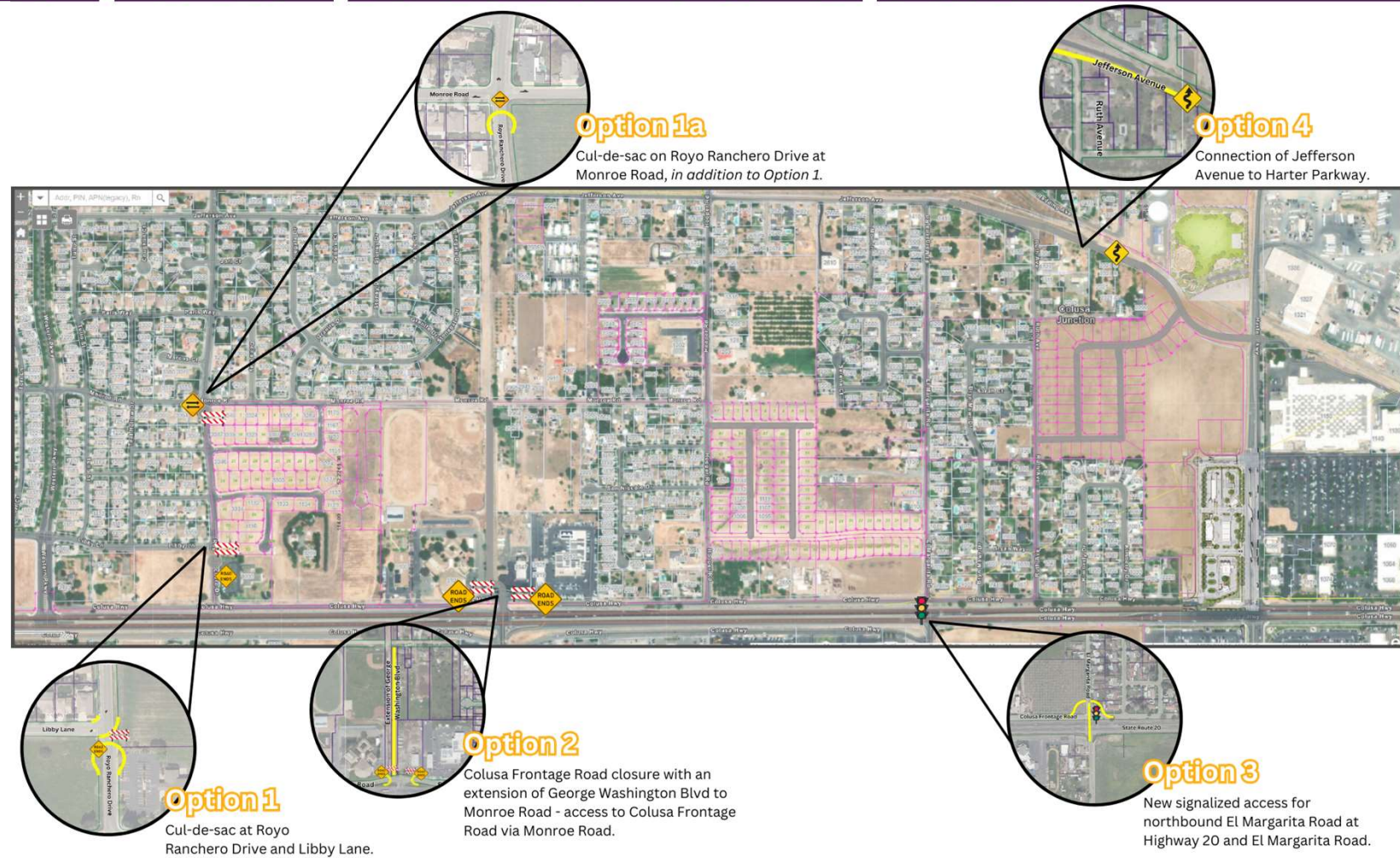
Next Steps

- Small group discussion
 - Place green sticker on preferred option
 - Online survey
 - Printed survey (if needed)
- Staff will provide an update to City Council on March 19th
 - Major take aways from workshop
 - Community preferences





Pick your preferred option



Questions?



ATTACHMENT 3

Please select your preferred option.	Please select your least preferred option.	What are your thoughts on Option 1?	What are your thoughts on Option 1 and 1a?	What are your thoughts on Option 2?	What are your thoughts on Option 3?	What are your thoughts on Option 4?	Any other comments you would like to provide?
Option 3	Option 1	Libby has enough traffic with kids playing and this would produce too much traffic to Western Parkway,				This would help high school students walking to and from high school.	
Option 4	Option 2	Why stop traffic from continuing down Royo Ranchero?	Again, Why stop the traffic on Royo Ranchero?	I like the extension of George Washington Rd, but why cut off access to the Colusa Frontage Road in either direction?	Probably a good idea, but I hate the thought of yet another signal on Hwy 20.	I like option 4, I think it is a needed change.	I fear with all of these new housing developments that traffic will become difficult. What about the option of widening Butte House Road into 2 lanes each direction out to Township Road?
Option 3	Option 1 & 1a	It cuts off access for Royo Ranchero residents to get to the highway directly from Royo Ranchero instead of using Western Parkway. The two streets that would take the brunt of the traffic are residential streets.	This would make Libby Lane and Monroe Drive a major thoroughfare to get to Western Parkway, which aren't ideal for as much traffic that passes through there.	I don't mind the extension of Geo. Wash. Blvd, but I do not like the cutoff of either sides of the frontage road. This is not ideal for Faith Christian High School, the Methodist church or the other businesses on the opposite side of the frontage road. Their direct access will be hindered.	Option 3 is the best option. We desperately need a light at El Margarita due to the high school traffic. It's horrible trying to get out onto the highway certain times of the day.	Also not a bad option. Would give an alternate route to get into the shopping centers, etc.	
Option 4	Option 1 & 1a	Awful idea. This would create more problems rather than relieve them.	Even more awful than just option 1. Did the traffic engineer consult with the Yuba City PD traffic unit? I would assume not based on these plans.	Are you planning to improve the east side of Monroe?	I would not like that option if I live on Jefferson Ave.	This idea seems to be the best option of all. The signal can be a sensor for north/south traffic. My neighbors like this option best.	I understand the desire to relieve traffic congestion at the frontage road and 20 (I'm assuming), but closing down access would create more problems. I think options 1, 1a, and 2 need to be thrown out altogether. We already have problems with people running the only stop sign at Royo Ranchero and Yorktown. I guarantee it will get worse if you close down access on the south end of Royo Ranchero. Open avenues, but don't close off access. That makes no sense.
Option 3	Option 1 & 1a	NO and Hell No. leave the frontage road and Royo AS IS	NO. Leave the frontage road the way it is	NO and Hell No. leave the frontage rd and Royo AS IS	As long as you leave the frontage road open from royo to Geo Wash This would be acceptable to provide safe crossing of hwy 20 and el margarita due to RVHS traffis	As Long as the Frontage road stays open with access from Royo to Geo Wash.... not a fan of this but better than closing frontage road and royo!	All of the above options are NOT OK. AND DANG YOU ALL FOR TRYING TO FUNNEL an answer that does not include leaving tue frontage road open from Royo to Geo Washington!!!
Option 3	Option 1 & 1a	Bad idea from traffic engineering viewpoint.	That would overwhelm Buttehouse Road with more traffic, congestion, and the annual Sikh parade would be a disaster.	Divert all of the traffic to a narrow residential street. Please consider the basics of traffic engineering.	This alleviates more traffic congestion and is a safer option.	Bad for anyone that lives on Jefferson. Can you say disaster waiting to happen?	Thank you for considering all of these options as you have presented.
Option 4	Option 1	This prevents me and all of my neighbors from getting home. This would cause us to have to drive extra long to get to a road (Royo ranchero) that already exists and connects perfectly fine to the churches we attend and to George Washington blvd. I moved to this area due to the ease of access (I work in Yolo). I see no clear reason to build the culdesac or cut off access.	Option 1 is not a good idea and 1a further limits accessibility and causes more traffic into neighborhoods w road ways that are narrower that those of Royo ranchero. This will cause a safety risk for children in their neighborhoods who already have been living there. The new housing being built shouldn't impact the homes and families that were already living in the area.	I don't see how this benefits anyone. This causes more traffic on roads that are not built as connections roads. Royo ranchero should have direct access and not have to drive through. Neighborhoods to access it. This will cause a lot of safety concerns for children in those neighborhoods. I don't believe any of these options are necessary this seems unfair to those not aware.	Seems like a safe idea. But again seems to benefit newer homes only.	Great idea to allow access to the park	I believe cutting off access to Royo ranchero from highway 20 as it is now is a terrible idea. I feel as though these ideas should be publicized more as the community currently living there would not agree with them .
Option 4	Option 1 & 1a	Majorly hinder access to neighborhood	Severely decrease access to neighborhood				
Option 4	Option 1	Royo Ranchero is a vital connector between Butte House and Colusa Hwy. It is especially absurd to close Royo Ranchero off with the new development off Monroe coming in.	If Option 1 alone was bad enough, 1a only makes it worse for folks in the new development to travel towards Butte House.	Redirecting traffic from two roads into one?			
Option 4	Option 1	This is aBad option for the Church building at 1033 Royo Ranchero and its membership.	This disconnect the church building from the nearby neighborhood.	This degrades access to the school.	This seems to be a good improvement but is comparing apples and elephants between 1, 1a,2, and 3.	Option 4 seems like an obvious improvement.	The new roadway opposite Walmart improves and maintains access to the frontage road.. and now you propose degrading the access of the frontage road.
Option 3	Option 4	Inconvenient for all of Royo Ranchero	Monroe is not wide enough, fast thru traffic risk	No	El Margarita to Jefferson; Jefferson road width	Poor quality road	
Option 4	Option 2	Not a bad option but uncertain #1 alone will do.	Not familiar w/ 1a area enough to 'know'	I think those businesses there on that part of frontage road will be pissed off!	Well the only negative is another stop light on a major highway.	Nice idea w/the smallest #of people to be affected by.	No
Option 4	Option 2					Most cost effective	

Please select your preferred option.	Please select your least preferred option.	What are your thoughts on Option 1?	What are your thoughts on Option 1 and 1a?	What are your thoughts on Option 2?	What are your thoughts on Option 3?	What are your thoughts on Option 4?	Any other comments you would like to provide?
Option 4	Option 1 & 1a	Horrible for everyone that lives anywhere around Royal Ranchero trying to get to Highway 20	The same horrible access to Highway 20		I really like this idea. I think it is needed.	I dont care for this it will open up our neighborhood to lot of people and traffic that don't live in our neighborhood.	
Option 4	Option 1 & 1a		It limits access and funnels traffic on to hooper rd	Already too much traffic on hooper rd and this would funnel even more traffic down hooper rd and Monroe rd very narrow.	Good idea gives another entrance on frontage rd	This seems to be the most feasible because it gives an additional outlet to the frontage rd	Cut the big bush at the frontage rd and hooper rd!!!!!! More police patrol on hooper rd for speeding
Option 4	Option 1 & 1a		I don't like this option, I don't see the benefit	This could definitely help, but I prefer options 3 and 4 more	I like this idea but it could cause a back up on the highway.	I like this idea a lot! It would help the issues on Butte House and Harter as well.	I think making the west bound lanes of butte houses Harter road convert into 2 lanes prior to crossing Harter, similar to southbound stabler at Butte House would help a lot
Option 3	Option 2						The other options do not create a flow of traffic.
Option 3	Option 2	Why is this happening to begin with?	Why does there need to be a blockage?	Not having access to Hwy 20 seems an issue	Much needed light. Traffic is horrible there.		
Option 4	Option 1 & 1a	It bottle necks my neighborhood. Makes no sense and puts those of us who live here and commute to work go out of our way.	It bottle necks my neighborhood. Makes no sense and puts those of us who live here and commute to work go out of our way.	Plan 2 is ok but we should be able to exit out to hwy 20 from Royo.	No need for more traffic lights on 20 at that intersection	This plan makes the most sense and makes it easy to get to the park and shopping center. Would be the best for those of us who live here.	
Option 4	Option 3						
Option 4	Option 1 & 1a	Terrible idea. Those of us living in the North side of Tierra Buena, who access George Washington would be inconvenienced.	Effectively cutting off the north and south portions of Tierra Buena serves no purpose other than making traveling through our neighborhood a logistical nightmare.	Neutral	Again neutral	This is the best option for our neighborhood, hand down.	
Option 3	Option 2	Reroute seems inconvenient to everyone! And tons of traffic through the neighborhood	Same as 1, just worse	HELL NO!! This makes zero sense what so ever and is obnoxious!	It's fine. What are you going to do with the houses right there?!	I'm not sure I understand this completely	I'm sure you will figure out the best option for everyone!
Option 3	Option 1 & 1a	Funneling traffic to the stop sign at Libby and western parkway for highway access will cause more traffic congestion. The city has blocked off the colusa frontage roads every year during the Sikh parade and it always creates more traffic congestion on western parkway pushing residents through neighborhoods with narrow streets.	The city should NOT be closing roads to decrease traffic. It is only funneling the traffic somewhere else. The residents should be given more access routes to disperse traffic. This is just outrageous! Why would you block access to the highway and create 2 cul-de-sacs thus blocking in residents? Why was opening access to the highway from Royo Ranchero by placing a stoplight there not an option?	Blocking access to the frontage roads will negatively impact the businesses including the churches and schools. This will impact emergency personnel accessing the new development and the residents that have lived in this area for decades. The new development on royo ranchero has nearly completed and the increase in traffic is minimal. Why would you add an extension to a road only to close two others? This is not creating a solution but pushing traffic elsewhere potentially causing a greater impact on residents. If this option is chosen, will Monroe eastbound towards hopper be improved. The road as it is is narrow and has no sidewalks, it cannot handle additional traffic. Can the extension be built without closing the frontage roads?	Best option. CalTrans should have already been consulted! Most all new development is happening east of hooper. This will also help alleviate some of the residential traffic and the commercial traffic problems Dutch brothers and other businesses will bring to the area.	A great option. Adding access and an additional roadway without taking away other routes. In theory this could help reduce congestion all together	Please consider the impact the new residential development will have on Tierra Buena School. CA approved a plan to provide pre-k classes to all 4 year olds by 2025 and additional education opportunities for 3 year olds. As it stands with current residents they will need additional teachers and classrooms to accommodate the new requirements. Will access to the park from Harter be improved. Many people make a left hand turn crossing two double yellow lines to enter the parking lot almost causing accidents. Can any acreage marked for future development be zoned for another park benefiting the residents living in the Royo ranchero estates. When the development first was built residents were told Tierra Buena School would be used as their park. Tierra Buena School has now been gated and there is very limited public access to the playground.
Option 4	Option 1 & 1a	Doesn't solve the traffic problem	I think it will increase traffic in a residential area and not solve a traffic problem.			I think it is the most logical option to address the traffic.	
Option 4	Option 1 & 1a	Forces me to drive west in order to go east	Forces me to drive west in order to go east	Better than how this intersection is currently setup. Will Monroe go over the canal?	Love it! I teach at RVHS and feel like this intersection is already unsafe from people turning left (west) from northbound El Margarita onto westbound highway 20. Putting a traffic light here would also allow pedestrians from the new development to cross highway 20 from frontage road to RVHS via El Margarita.	I think this is a good option too.	
Option 3	Option 4	Not a good traffic flow	Cuts off school causing a blockage	Terrible	Best solution for highway access. Multiple options for entering and exiting the area	Worst case. Easier access for homeless and causes more congestion on Harter Parkway	

Please select your preferred option.	Please select your least preferred option.	What are your thoughts on Option 1?	What are your thoughts on Option 1 and 1a?	What are your thoughts on Option 2?	What are your thoughts on Option 3?	What are your thoughts on Option 4?	Any other comments you would like to provide?
Option 3	Option 4	Why would you completely cut off access to the entire neighborhood from the Colusa Frontage Road? How is everyone beyond Libby Lane supposed to get out to 20?	Same as option 1 but everyone beyond Monroe.	This makes a little more sense than other options suggested	This option is the best in my opinion. It would be like the Western Parkway/20 intersection.	This is the worst possible scenario. It would create more traffic through a residential area.	
Option 4	Option 1 & 1a	Yuba City has WAY too many cul de sac"s, Barriers (ie North end Bridge)	Royo Rancho, Hooper, Harter, Ruth are needed connectors	Painful but necessary	3 puts too many north south connectors too close together	This was necessary when you put in Walmart et all. This has been promiced put off forever	Yuba City need to connect it's N,S,E,W streets. It would be ideal if street names didnt change every 50 feet you drive. Stabler/GW. Harter/Tule
Option 3	Option 4	Nope	Nope	Nope	Nope	Nope	Please reconsider adding the 138 unit apartment complex @ Hansen Farms - instead much prefer city leaves property zoned commercial or make all Hansen Farms Development single family homes. TB absolutely can NOT accommodate 700 + additional comuters. Please consider our quality of life not developers. We have to trust the city does reasonable Development. There are plenty of undeveloped Parcels in YC for large apartments complexes not Tierra Buena. Especially considering Harter Pkway coming to our neighborhood as well. We are Sandwiched between 2 huge developments. Our life in TB forever changed & not for the good I fear.
Option 4	Option 2				I think this is a non starter. I doubt CT would want to break access control nor would the Transp. Commission	Best and most direct eoutw for thie new residences that are built on the east aide of hooper.	
Option 4	Option 3	I'm not directly affected by this option	I'm not directly affected by these options	Horrible option especially since I along with so many other drive down George Washington to get to 113 for work.	El margarita does not need to have access to the highway. If this happens the street and neighborhood are not made to handle heavy traffic, especially for River Valley High School. The homes at and near the corner of frontage and El margarita will not be safe to occupy for the families that live there.	All of the options are no good in my opinion but this option would be the best for the neighborhood traffic to go in and out without contesting the George Washington hwy 20 lights. But it also allows easy access for people who do not live in the neighborhood which is the down side.	In reality all of the options are no good and the flow of traffic shouldve been looked into prior to the approval of all of these developments. There is also plenty of space on Walton for apartments as well and we do not need apartments that close to Walmart in our neighborhoods. My family owned apartments and we know the type of traffic they attract.
Option 4	Option 3	Horrible. Why is routing increased traffic through neighborhoods a good idea	These options funnel traffic while making a barrier for emergency vehicles.	This just makes zero's sense. You're going to put a cul-de-sac at a main entrance/exit for the surrounding areas? How are people supposed to get on the highway? How are emergency vehicles supposed to get in to the area from that direction?	This will just create another George Washington intersection but the traffic will be backing up into houses and driveways. The traffic from the commercial development would stack up here.	This would funnel large amounts of traffic into a poorly designed and maintained road.	The CEQA significance findings for the Tierra Beuna apartment complex is a joke. The public notification process was clearly not followed. All the listed options have no regard for safety or the surrounding community. The proposed zoning of these apartments make zero sense and the traffic on top the the commercial traffic would be catastrophic. The fact that the city council shows no concern for any of these issues speaks volumes about where their priorities lay. Because it's not with the people.
Option 3	Option 2		Adding a second cul-de-sac seems a bit excessive.	I don't want to go all the way down to Monroe to loop back down george Washington for highway access. Also the old section of Monroe is not wide enough to accommodate that kind of traffic.	This would alleviate a lot of the morning traffic going to the high school.	Connecting Jefferson would lessen the traffic on Ruth where the road narrows	I would also connect Ruth to Adams. It would provide the kids a nice route to school. Additionally undergrounding the ditch would allow the kids to walk across along the fence of the old mill like it used to be.
Option 3	Option 1 & 1a	Bad idea. It could hurt businesses.	See above.	It's ok... not my favorite.	I love the idea of having a road going through Highway 20 at El Marguerite.	Option 4 is a Great Idea! Implement this with El Marguerite!	In addition to figuring out traffic, our roads need some major repairs!
Option 4	Option 2						
Option 3	Option 1 & 1a	will only create more speeding traffic on neighborhood roads	these are the worst options and make no sense and will create more speeding traffic on neighborhood roads.	This will only create more speeding traffic on small neighborhood roads	this is the best option and make the most sense.	I thought this option is already going to happen with the new park and housing that went in.	
Option 4	Option 1					Most obvious option. Offers minimum disruption for current residents. Thoughtful safety measures needed near park.	

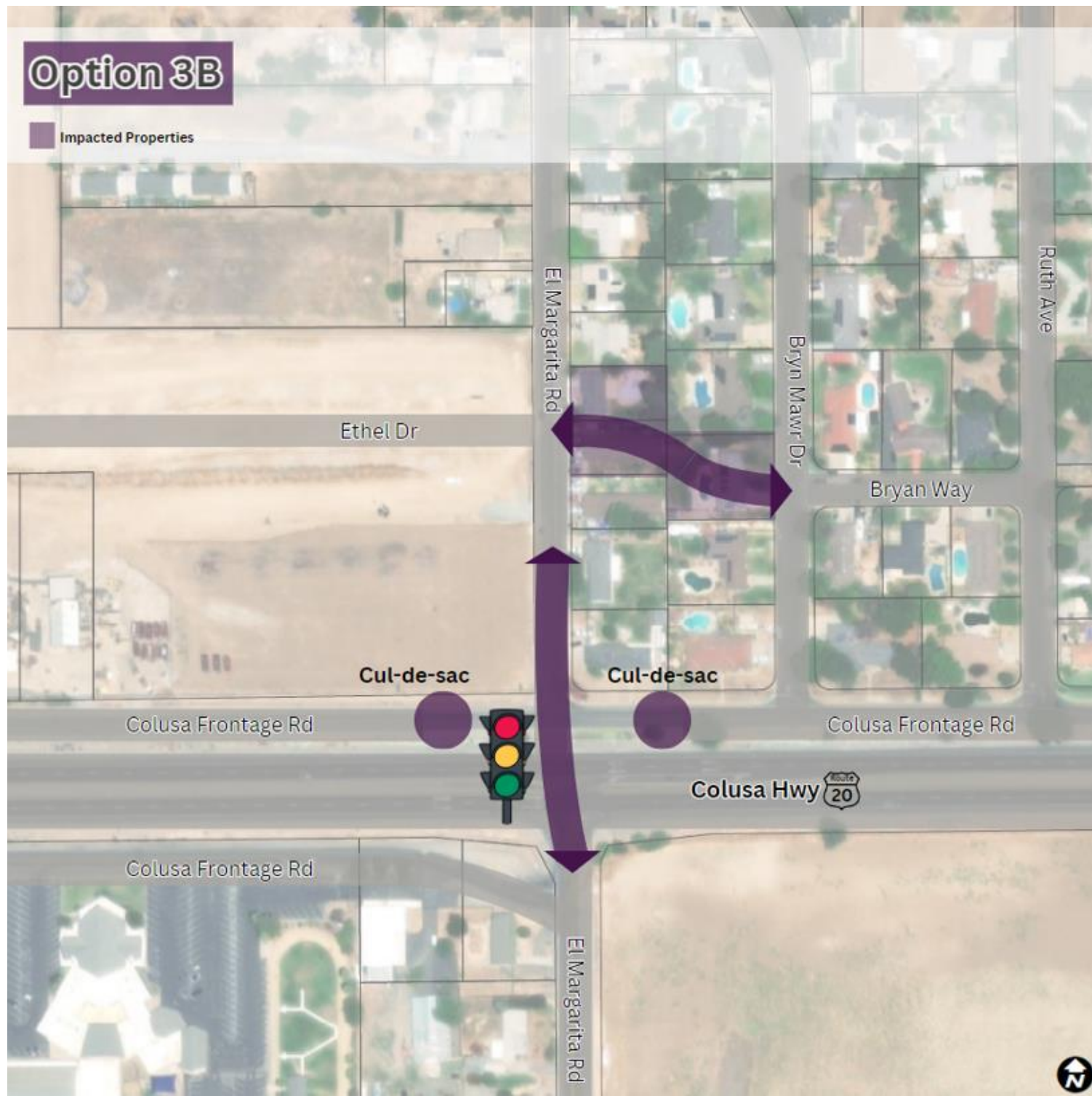
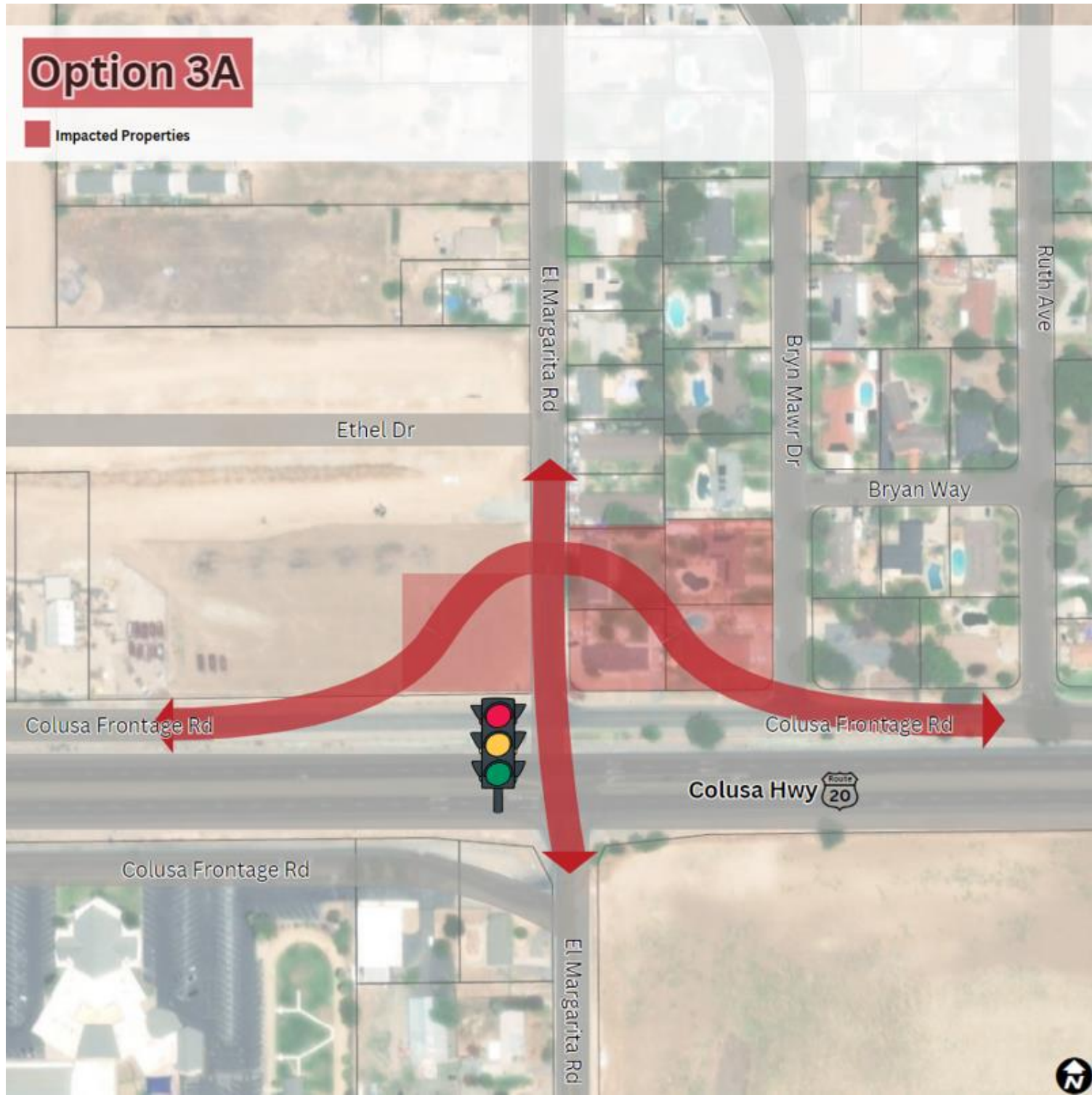
Please select your preferred option.	Please select your least preferred option.	What are your thoughts on Option 1?	What are your thoughts on Option 1 and 1a?	What are your thoughts on Option 2?	What are your thoughts on Option 3?	What are your thoughts on Option 4?	Any other comments you would like to provide?
Option 3	Option 2				The intersection at hwy 20 and el margarita already consists of congestion. I see people take risks often to cross the highway to reach River Valley High School. Congestion also exists at Franklin and El Margarita. MORE risks are taken there. With additional housing, this situation at either intersection will continue to worsen beyond the nightmare it already is.		
Option 3	Option 1 & 1a	Cul de sac will not help traffic flow	Same as Answer 1	Ok but Option 3 is better	Should have been installed when the school was built	n/a	
Option 2	Option 1 & 1a	I am unclear why these two options continue to come up. Over ten years ago, they were removed from consideration by the City due to traffic modeling assumptions with George Washington go through to Butte House Road and development near Butte House Road. Now, with the requirement that all transportation projects consider vehicle miles travelled (VMT) these two options should be permanently removed. There would be an increase in VMT by forcing residents on the east side of Royo Ranchero to travel more miles to go east on Highway 20. The mitigation for VMT is very expensive and time consuming.	See above	This is a great option and would allow partial build out of George Washington as outlined in the General Plan. This option would not contribute to an increase in VMT. I would like to see this option combined with option 3.	This option would take off a lot of the pressure on the George Washington/Hwy 20 intersection. In addition, this would provide a much safer alternative for River Valley students.	I am ambivalent on this option.	
Option 4	Option 1 & 1a						
Option 4	Option 1 & 1a						Western Parkway needs stop signs or lights. The speeding is out of control and not safe. Also the bushes in the median create blind spots for on coming traffic
Option 4	Option 3				This would bring too much traffic to our residential area. More speed cars, more traffic and access.		
Option 4	Option 1 & 1a	There is no need to block off Royo Ranchero. Period !.	There is no need to block off Royo Ranchero. Period !.	I do not see the reasoning behind closing off the Colusa Frontage.	A traffic signal would be appropriate for this location, to prevent traffic collisions.	Open Jefferson to Harter parkway.	I do not see or understand why the City wants to close off Royo Ranchero. By closing off Royo with cul de sacs makes no sense when it comes down to a life or death matter; By closing off Royo it prevents fire/rescue and law enforcement from responding to a call near the cul de sacs, which would be on the other side, thus causing the units to go all the way around to provide assistance. When time is of the essence in the saving of a life, it makes no sense to create any form of road blocks on Royo. By creating these road blocks , I see potential liability to the City of Yuba City.
Option 3	Option 1 & 1a	Doesn't make sense .	Don't like either one.	Don't like	Makes the most sense.	It's ok	
Option 3	Option 1 & 1a	Absolutely no.	Absolutely no.	Absolutely no.	Best out of all options.	Not sure	

Please select your preferred option.	Please select your least preferred option.	What are your thoughts on Option 1?	What are your thoughts on Option 1 and 1a?	What are your thoughts on Option 2?	What are your thoughts on Option 3?	What are your thoughts on Option 4?	Any other comments you would like to provide?
Option 4	Option 1 & 1a	My house is directly around the corner from this I take Royo Ranchero to Highway 20 daily for work and to go into town I never take Butte house.	This closes off the whole end of the South Royo Ranchero area. The traffic is already Big Time bad at the North end of row Ranchero and Butte house my parents have lived down there for 30 years this would make it a hundred times harder to get in and out if going out to Sutter and back up Butte House Road for people turning onto Royal Ranchero. Not to mention the intersection of Monroe and Western Parkway to access Highway 20 is already a big T-Bone area I can't tell you how many times me and my family have almost been T-boned there because of the bushes in the middle of Western Parkway they block traffic.	This once again shuts off the South Royo Ranchero area quicker access to hwy 20 it's also faster for emergency personnel who have been to my house numerous times for my father-in-law.	I think option three is an excellent idea it opens up Highway 20 and you don't have such a long span of the Frontage Road and makes it less congested at the George Washington intersection.	Option 4 is my favorite I wish this would have been done years ago I have to go down Ruth Street and hit the frontage road to get to the Walmart Home Depot area.	Just please do not shut down Royo Ranchero access to the frontage road to Highway 20 this will be a massive inconvenience to the South End Neighborhood and I guarantee there will be more accidents at Western Parkway and Monroe if you guys do this along with more congestion at the Butte house and Royo Ranchero intersection.
Option 3	Option 1 & 1a		It will make Jefferson a thoroughfare		That makes perfect sense.	I've taken that way for 20years as it is.	
Option 4	Option 1 & 1a	THIS IS A TERRIBLE IDEA. I have been using Royo Ranchero since we moved here 34 years ago. We were told that many years ago that someday the Frontage Road would be open now all of a sudden you want to close Royo Ranchero. We were here way before you built all these subdivisions around us and now you want to block our Rd. UNFAIR AND NOT RIGHT. LEAVE OUR EASY ACCESS RD TO COLUSA ALONE. Thank you.	OPTION 1a Is the same as OPTION 1 because you are blocking our easy access to COLUSA and George Washington. Please leave our road ROYO RANCHERO ALONE, it's perfect.	I don't like that option either because you're blocking access to getting out on Colusa and George Washington. I use Frontage roads all the time and they're very convenient. PLEASE DO NOT BLOCK THEM OFF	Yes I think a light there would be good definitely especially if that's where the high school is.	Yes I think that this would be a good idea. All the houses that are around Jefferson and harder would give people the option to go the back way to the park. I am assuming that you can get to the park from there if I'm wrong I still don't have a problem with you connecting the two.	Do we get to vote on this because if so I want to be there. Option 1 and 1a affect me personally the other two 3 and 4 do not affect me as much.
Option 3	Option 1	This is ridiculous I go home every day through royo ranchero. Option 1 is not an option. I will fight that at all costs	Not an option I use that rought every day	Will bring way to much noise and traffic to residents. Not an option	Makes sense gives more access to that area	Absolutely not. That would bring to much traffic and bums from park to our naborhood.	Please do not block off royo ranchero
Option 4	Option 1 & 1a	Too much strain at butte house and Royo ranchero	Too much strain at butte house and Royo ranchero	Too much traffic close to my quiet neighborhood	This is a good idea to prevent accidents	This is a good idea to provide alternate routes	
Option 3	Option 1 & 1a		Not good at all	Not good at all	yes	yes definitely	ALL ingress and egresses should be used as possible. WE ALREADY HAVE A DENCITY ISSUE that has caused traffic PROBLEMS in the area between Harter Parkway and Township Road, Colusa Frontage and Butte House road...! Now with all the new homes in the area it will be multiplied significantly....! The apartments on Colusa frontage Road is a definite multiplier for huge traffic issues and should not happen. I would suggest higher end Townhouses or something similar.
Option 4	Option 1	We feel like this would cause more traffic for inside roads and there are a lot of kids that play outside and people are not considerate drivers. .	Same as above	Same as above	This seems like a good alternative option since it's not causing additional traffic for the neighborhood	Same as above	
Option 3	Option 1 & 1a	You are blocking the road so evacuatio	See same response as above. Whoever cam	Same response for Option 1 and 1a	It is still not a good option but better tha	Not feasible at all and has people driving	This neighborhood has been this way for over 30 y

ATTACHMENT 4

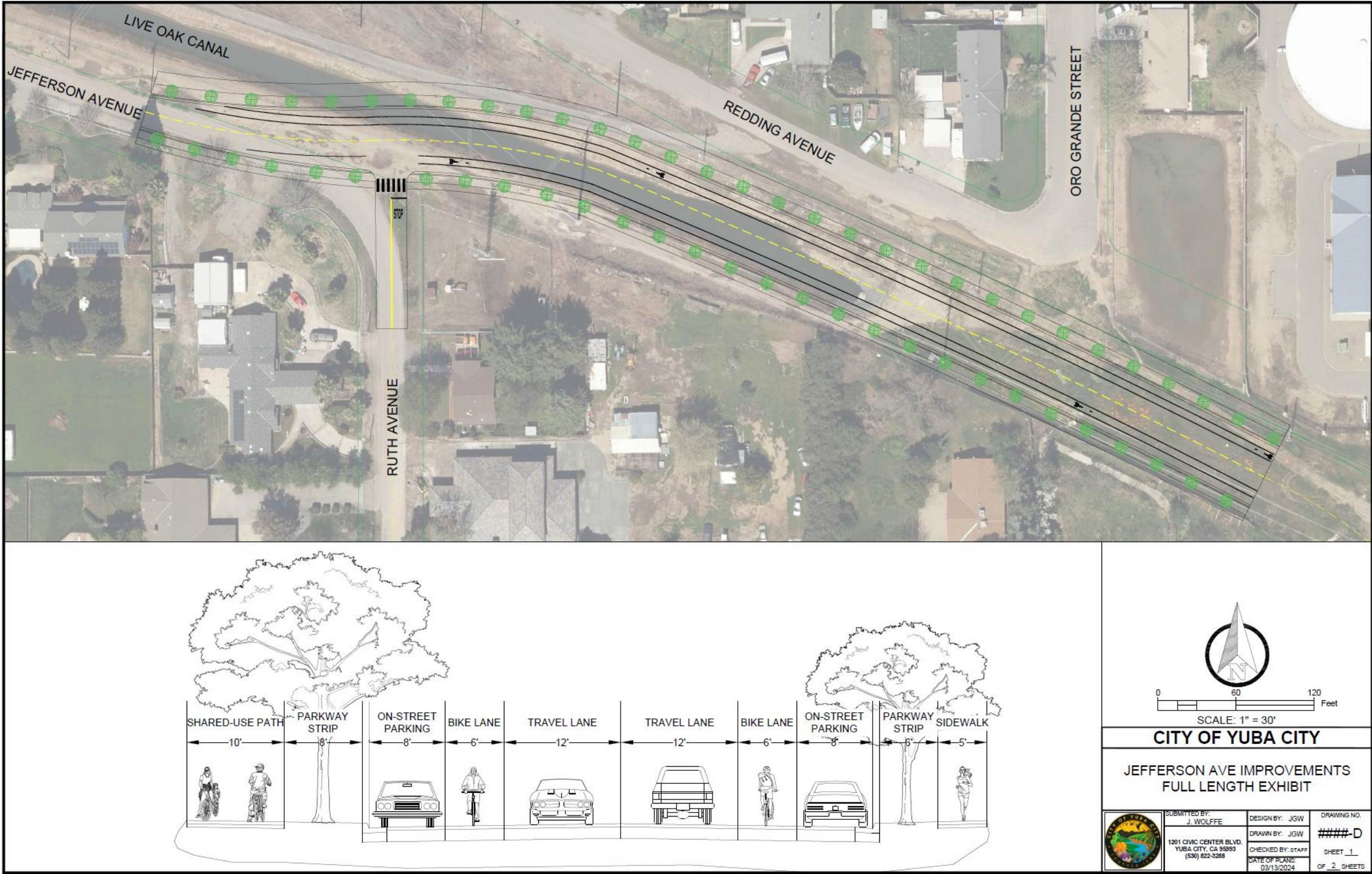
Community Preference – Option 3

New signalized intersection at El Margarita and SR-20, including new access to north El Margarita Road



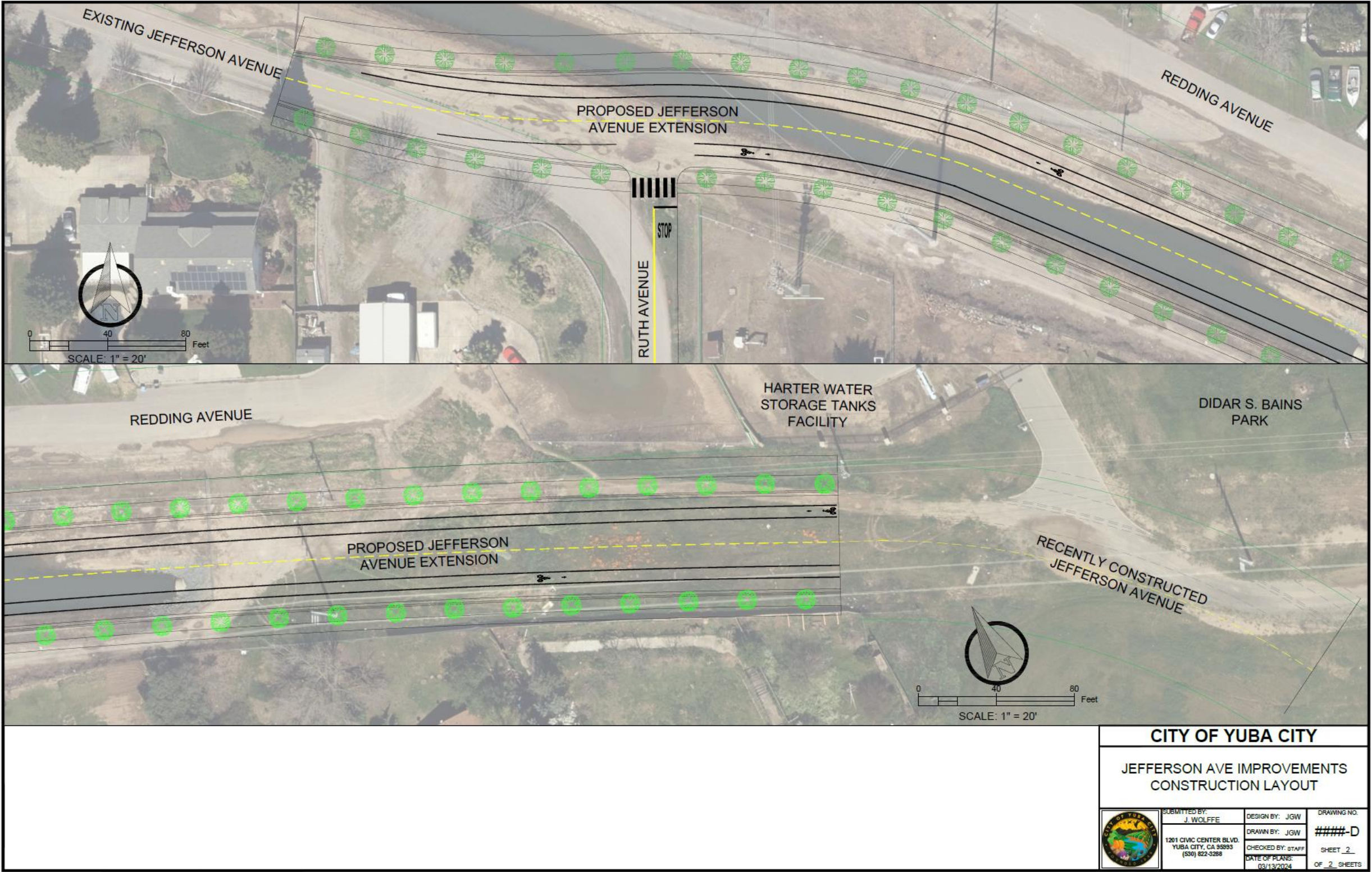
Community Preference – Option 4

Connection of Jefferson Avenue to Harter Parkway via the old railroad right of way



Community Preference – Option 4

Connection of Jefferson Avenue to Harter Parkway via the old railroad right of way



CITY OF YUBA CITY
STAFF REPORT

Date: March 19, 2024
To: Honorable Mayor & Members of the City Council;
From: Development Services Department
Presentation By: Doug Libby, Deputy Director of Development Services

Summary

Subject: Sutter Heritage Development Agreement Amendment

Recommendation: A. Conduct a Public Hearing; then

B. Introduce an Uncodified Ordinance of the City Council of the City of Yuba City Adopting a Second Amended and Restated Development Agreement between the City of Yuba City and Chohan & Sons, Inc., Harnek Singh and Navjot Bala and Paramdeep K. Chohan for the Sutter Heritage Subdivisions (SM 05-05 and SM 08-01) Within the Sutter Heritage Master Plan Area (Assessor's Parcel 56-030-065), including associated CEQA Findings, by title only and waive the first reading

Fiscal Impact: Staff time with this action. Existing budgeted monies are paying for staff time to process this item

Purpose:

Consideration of a Second Amended and Restated Development Agreement for the Sutter Heritage development (SM 05-05 and SM 08-01).

Council's Strategic Goal:

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

Background:

On February 28, 2024, the Planning Commission:

- Unanimously adopted Resolution PC 24-06 contingently approving updated Conditions of Approval for SM 05-05 and 08-01.
- Unanimously adopted Resolution PC 24-05 recommending the City Council adopt an Uncodified Ordinance for a second amended and restated development agreement for the Sutter Heritage development.

In 2005 and 2006, the City Council approved the Sutter Heritage Master Plan, related entitlements, and SM 05-05, for a 162-lot single family subdivision. The Master Plan and Development Agreement (DA)

identified the developer and City obligations for project implementation. The project included three phases with Phase 3 being unmapped.

In November 2008 and February 2009, the City Council approved GPA 08-02, SM 08-01 and a Development Agreement (DA) Amendment redesignating the unmapped Phase 3 to Low-Medium Density Residential and subdivided Phase 3 into 24 single-family residential lots. The DA amendment updated the existing agreement to be consistent with other recently approved agreements at the time.

Additional background information regarding the Sutter Heritage Master Plan can be viewed on the City website at: <https://www.yubacity.net/cms/One.aspx?portalId=239258&pageId=17931716>

Analysis:

The Sutter Heritage Master Plan and existing approved subdivision maps (SM 05-5 and SM 08-01) provide for 186 single family residential lots on 33± acres together with a 0.8-acre park.

Today's ownership group has requested updating the existing Amended and Restated Development Agreement and Conditions of Approval to accomplish the following:

1. Eliminate existing Section 3.5 which required 10 percent of the project's housing be dedicated as "affordable" or to pay an in-lieu fee. This is not a City requirement and is not a requirement for other projects. This obligation established a competitive disadvantage for Sutter Heritage in the marketplace and significantly contributed to the project not developing over the last 18 years.
2. At the time of Plan approval in 2006, it was envisioned that Pebble Beach Drive would be extended through the project to connect someday with Highway 99. This is no longer viewed as likely, and Pebble will terminate within the development. As a result, Pebble Beach Drive, will no longer be required to be constructed to an arterial roadway standard but rather a minor collector road.
3. Update the Neighborhood Park provision to require the 0.8-acre park be established prior to issuance of the 82nd building permit. Park construction will be consistent with the Master Plan.
4. Update the document to have a similar format consistent with recently adopted DAs for other projects.
5. Extend the DA term from 2029 until 2034.
6. Revise the project Conditions of Approval to be consistent with the Second Amended and Restated DA. Staff proposed to revise all Conditions of Approval to be consistent with today's City standards and these were contingently approved by the Planning Commission on February 28, 2024.

Availability of City services:

All City services are available to serve the property.

Environmental Considerations:

The City previously adopted Mitigated Negative Declarations for the Sutter Heritage Master Plan and Subdivision Maps SM 05-05 and SM 08-01.

The proposed amendments to the adopted Sutter Heritage Development Agreement and project Conditions of Approval do not propose physical changes to the environment that were not previously analyzed by the previously adopted Mitigated Negative Declarations. Development resulting from the provisions contained within the Development Agreement amendment will only occur within the Sutter Heritage Master Plan area, and development, including needed infrastructure, will be consistent with the existing adopted Plan, Public Works Improvement Standards and adopted Zoning Code. All applicable mitigation measures will be implemented on approved development. As a result, no additional environmental review is required for this proposed amendment to the Development Agreement and update to the Conditions of Approval.

Fiscal Impact:

Revising the adopted project Conditions of Approval and updating the development agreement will not have an additional fiscal impact upon the City. The goal of updating and revising pertinent project documents to be modern and contemporary will assist this 18± old approved master plan area to finally develop and have a positive fiscal impact upon the City.

Alternatives:

1. Deny the proposed Second Amended and Restated Development Agreement for Sutter Heritage.
2. Provide alternative direction to staff.

Recommendations:

A. Conduct a Public Hearing; then

B. Introduce an Uncodified Ordinance of the City Council of the City of Yuba City Adopting a Second Amended and Restated Development Agreement between the City of Yuba City and Chohan & Sons, Inc., Harnek Singh and Navjot Bala and Paramdeep K. Chohan for the Sutter Heritage Subdivisions (SM 05-05 and SM 08-01) Within the Sutter Heritage Master Plan Area (Assessor's Parcel 56-030-065), including associated CEQA Findings, by title only and waive the first reading.

Attachments:

1. Uncodified City Council Ordinance
2. Approved Sutter Heritage Subdivision Maps 05-05 and 08-01
3. Sutter Heritage Master Plan Park Exhibit

Prepared By:
Doug Libby, AICP
Deputy Development Services Director

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1

ORDINANCE NO. _____

AN UNCODIFIED ORDINANCE OF THE CITY COUNCIL OF THE CITY OF YUBA CITY ADOPTING A SECOND AMENDED AND RESTATED DEVELOPMENT AGREEMENT BETWEEN THE CITY OF YUBA CITY AND CHOHAN & SONS, INC., HARNEK SINGH AND NAVJOT BALA AND PARAMDEEP K. CHOCHAN FOR THE SUTTER HERITAGE SUBDIVISIONS (SM 05-05 AND SM 08-01) WITHIN THE SUTTER HERITAGE MASTER PLAN AREA (ASSESSOR'S PARCEL 56-030-065)

WHEREAS, the City Council of the City of Yuba City approved the Sutter Heritage Master Plan and related entitlements in 2005 and 2006 as follows:

- General Plan Amendment 05-01, Resolution No. 05-115, July 5, 2005
- Rezoning 05-01, Ordinance 008-05, July 5, 2005
- Subdivision Map SM 05-05, July 12, 2006
- Sutter Heritage Master Plan, Resolution 06-115, October 17, 2006
- Development Agreement, Ordinance 005-06, October 17, 2006
- Environmental Assessment No. EA 05-26, Mitigated Negative Declaration, July 5, 2005

WHEREAS, the City Council of the City of Yuba City approved the following additional entitlements in February 2009:

- General Plan Amendment 08-02, February 3, 2009
- Subdivision Map 08-01, November 12, 2008
- Development Agreement Amendment, February 17, 2009
- Environmental Assessment No. EA 08-02, Mitigated Negative Declaration, November 12, 2008

WHEREAS, the City of Yuba City previously adopted Mitigated Negative Declarations for the previously approved Sutter Heritage entitlements and the proposed amendments to the adopted amended Sutter Heritage development agreement do not propose physical changes to the environment that were not previously analyzed by the previously adopted Mitigated Negative Declarations. Development resulting from the provisions contained within the area covered by the Second Amended and Restated Sutter Heritage Development Agreement will only occur within the approved Sutter Heritage Master Plan area, and development, including needed infrastructure, will be consistent with the existing adopted Master Plan and existing adopted Zoning Code standards. All applicable mitigation measures adopted as part of the previously adopted Mitigated Negative Declarations will be implemented on development proposed and no additional environmental review is required.

WHEREAS, on February 28, 2024, the Planning Commission conducted a duly noticed public hearing on the proposed Development Agreement Amendment, 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 6-0 vote, the Planning Commission adopted Resolution PC 24-05 recommending approval of the Second Amended and Restated Development Agreement to the City Council; 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 Second Amended and Restated Development Agreement to be held by the City Council on March 9, 2024. 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 Second Amended and Restated Development Agreement for Sutter Heritage approved Subdivision Maps SM 05-05 and SM 08-01, at a public hearing on March 19, 2024, and all interested parties were given an opportunity to be heard regarding the Agreement, and thereafter the City Council introduced this Ordinance; and

WHEREAS, all other legal prerequisites to the adoption of this Ordinance have occurred, and the City Council desires to approve a Second Amended and Restated Development Agreement between the City of Yuba City and Chohan & Sons, Inc., Harnek Singh and Navjot Bala and Paramdeep K. Chohan, 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 of the City of Yuba City finds that all of the facts set forth in the recitals above are true and correct and incorporated herein.
2. CEQA Finding. The City Council of the City of Yuba City finds, based on its independent judgment, after consideration of the whole of the administrative record, the environmental impacts, if any, resulting from amending the Conditions of Approval for Sutter Heritage Subdivision Map SM 05-05 (Phases 1 and 2) and Sutter Heritage Phase 3, SM 08-01 were assessed in the Mitigated Negative Declarations for the Sutter Heritage Master Plan and Subdivision Maps SM 05-05 and SM 08-01, adopted on July 5, 2005 and November 12, 2008; and pursuant to CEQA Guidelines, Sections 15162 and 15164, no subsequent EIR, negative declaration, or addendum is required for approval of the project. Development resulting from the provisions contained within the Second Amended and Restated Sutter Heritage development agreement will only occur within the Sutter Heritage Master Plan area, and development, including needed infrastructure, will be consistent with the existing adopted Master Plan and existing adopted Zoning Code standards. All applicable mitigation measures adopted as part of the previously adopted Mitigated Negative Declarations will be implemented on the development proposed.

3. 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 of the City of Yuba City 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 Second Amended and Restated Sutter Heritage Development Agreement clarifies the obligations between the City and developer(s) to facilitate allowing development to commence including removing an affordable housing obligation that is not a requirement on other development in the City, is not a General Plan requirement and Yuba City has not adopted an ordinance to require such a requirement.

The proposed Second Amended and Restated Sutter Heritage Development Agreement requires parkland development consistent with City General Plan policies and the adopted Sutter Heritage Master Plan.

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

Evidence: The amendment to the Sutter Heritage Development Agreement requires development consistent with the adopted Sutter Heritage Master Plan and existing adopted City development standards. Amendments proposed are designed to facilitate the installation of infrastructure needed to serve the development, eliminate erroneous requirements, clarify construction of parkland and extending the term of the Agreement. Due to development occurring consistent with the existing adopted Sutter Heritage Master Plan, the proposed Second Amended and Restated Development Agreement is consistent with and furthers the goals and objectives of the Yuba City General Plan.

c. Water Supply Assessment.

Evidence: The Sutter Heritage project is below the 500 dwelling unit statutory threshold such that a Water Supply Assessment was not a requirement of the Sutter Heritage Master Plan or its subdivisions because the project provides for the construction of 186 dwelling units as adopted as part of the Sutter Heritage entitlement approvals. Development proposed by proposed Second Amended and Restated Development Agreement for Sutter Heritage is consistent with the entitlement approvals adopted for the project.

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. Approval of the Second Amended and Restated Development Agreement. Based on the information provided above, the City Council of the City of Yuba City a City adopt an

ordinance to approve the Second Amended and Restated Development Agreement for Sutter Heritage development by and between the City of Yuba City and Chohan & Sons, Inc., Harnek Singh and Navjot Bala, Trustees of the Successors in Trust, under (U/A) the Allen and Rubai Family Trust dated December 14, 2015 and Paramdeep K. Chohan, Trustee of the Rajinder and Paramdeep Chohan Trust, a copy of which is attached hereto as Exhibit A.

5. 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.
6. Effective Date: This ordinance shall be in full force and effect thirty (30) days after its passage.
7. 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 19th day of March 2024 and passed and adopted at a regular meeting held on the ____ day of _____, 2024.

AYES:

NOES:

ABSENT:

Shon Harris, Mayor

ATTEST:

Ciara Wakefield, City Clerk Administrator

APPROVED AS TO FORM:

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

EXHIBIT "A"

**SECOND AMENDED AND RESTATED DEVELOPMENT AGREEMENT
SUTTER HERITAGE**

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]

**SECOND AMENDED AND RESTATED
DEVELOPMENT AGREEMENT**

by and between

CHOHAN & SONS, INC.
A California Corporation;

HARNEK SINGH AND NAVJOT BALA
Trustees of the Successors in trust, under (U/A) the
Allen and Rubai Family Trust dated December 14, 2015;

&

PARAMDEEP K. CHOHAN
Trustee of the Rajinder and Paramdeep Chohan Trust
under Declaration of Trust dated October 20, 2021

and

CITY OF YUBA CITY
A General Law City

(Sutter Heritage Development Agreement)

**SECOND AMENDED AND RESTATED
DEVELOPMENT AGREEMENT**

by and between

CHOHAN & SONS, INC.

A California Corporation;

HARNEK SINGH AND NAVJOT BALA

Trustees of the Successors in trust, under (U/A) the
Allen and Rubai Family Trust dated December 14, 2015;

&

PARAMDEEP K. CHOHAN

Trustee of the Rajinder and Paramdeep Chohan Trust
under Declaration of Trust dated October 20, 2021

and

CITY OF YUBA CITY,

A General Law City

(Sutter Heritage Development Agreement)

THIS SECOND AMENDED AND RESTATED DEVELOPMENT AGREEMENT ("Second Amended Agreement") dated _____, 2024 (Effective Date), at Yuba City, California (hereinafter referred to as "Agreement"), is entered into by and between **CHOHAN & SONS, INC.**, A California Corporation; **HARNEK SINGH AND NAVJOT BALA**, Trustees of the Successors in trust, under (U/A) the Allen and Rubai Family Trust dated December 14, 2015; **and PARAMDEEP K. CHOHAN**, Trustee of the Rajinder and Paramdeep Chohan Trust under Declaration of Trust dated October 20, 2021 (hereinafter, collectively referred to as "Sutter Heritage 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. The Mitigated Negative Declaration. On October 17, 2006, the City Council previously adopted the Mitigated Negative Declaration ("MND") (SCH No. 2006052023) for the entitlements described in Recital J, (a)-(d), and subsequently relied on by the City Council for the entitlements described in Recital J, (e)-(g), pursuant to the California Environmental Quality Act ("CEQA"). The City Council found that no subsequent or supplemental environmental document relating to the 2009 Development Agreement was necessary in that the terms and conditions of all the entitlements described in Recital J of the 2009 Development Agreement are consistent with and within the scope of the Mitigated Negative Declaration. Mitigation measures were required in the Mitigated Negative Declaration and were incorporated in the entitlements and in the terms and conditions of the 2009 Development Agreement, as reflected by the findings adopted by the City Council concurrently with the 2009 Development Agreement.

D. The 2006 Development Agreement and the 2009 Amended & Restated Development Agreement. The first development agreement for the Project was entered into by and between the City and Braddock and Logan Group III L.P., a California limited partnership, on October 17, 2006, and adopted pursuant to Ordinance No. 005-06 ("2006 Development Agreement"). The City and Braddock and Logan Group III L.P., subsequently entered into an Amended and Restated Development Agreement for the Project on February 17, 2009, and adopted pursuant to Ordinance No. 004-09 ("2009 Development Agreement").

E. Property. The subject of the 2006 Development Agreement and 2009 Development Agreement was to develop those certain parcels of land, consisting of approximately 33 acres located in the City of Yuba City as described in Exhibit A-1 and depicted in Exhibit A-2 attached hereto and incorporated herein by reference (hereinafter the "Property"). Landowner (as defined below) owns the Property in fee and represents that all other persons holding legal or equitable interests in the Property shall be bound by this Second Amended Agreement.

F. Project. The development of the Property is in accordance with the City's General Plan, as amended, and the Entitlements shall be referred to herein as the "Project."

G. City Consent to Assignment of 2009 Development Agreement. The Landowner took ownership of the Property via Grant Deed from Braddock and Logan Group III L.P., a California limited partnership, on December 12, 2011, and recorded in the Official Records of the County of Sutter at Doc. No. 2011-0018186, on December 16, 2011. The City and the Landowner, by entering into this Second Amended Agreement, desire to affirm the City's consent to the assignment of the 2009 Development Agreement from Braddock and Logan Group III L.P., a California limited partnership, to the Landowner as successor in interest to the rights to develop the Project pursuant to Section 1.4 of the 2009 Development Agreement, as it is amended and restated by this Second Amended Agreement.

H. Landowner. The Landowner is CHOHAN & SONS, INC., a California Corporation organized under the laws of the State of California, HARNEK SINGH AND NAVJOT BALA, Trustees of the Successors in trust, under (U/A) the Allen and Rubai

Family Trust dated December 14, 2015; and PARAMDEEP K. CHOCHAN, Trustee of the Rajinder and Paramdeep Chohan Trust under Declaration of Trust dated October 20, 2021.

I. Purposes. The Landowner and City desire to enter into Second Amended Agreement for the purpose of continuing to implement the development of Sutter Heritage as set forth herein and Entitlements 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 Sutter Heritage pursuant to the Entitlements described in Recital J 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 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 Second Amended 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 Second Amended Agreement. In order to effectuate these purposes, the Parties desire to enter into this Second Amended Agreement.

J. Approved Land Use Entitlements. The City has previously approved the following land use entitlements for the Project ("Entitlements"):

(a) General Plan Amendment No. 05-01 adopted by Resolution No. 05-115 dated July 5, 2005, which rearranges the existing General Plan designations of Medium Density Residential ("MDR"), High Density Residential ("HDR") and Parks, Recreation and Open Space ("PR&OS") into a different configuration while maintaining the same acreages for each designation. This Amendment also authorizes the change of two (2) acres of MDR to Low Density Residential ("LDR").

(b) Sutter Heritage Master Plan adopted by Resolution No. 06-115 dated October 17, 2006, ("Master Plan");

(c) Rezoning No. 05-01, Ordinance No. 008-05 dated July 5, 2005, which changes the pre-annexation zoning of 33 acres north of Smith Road from One-Family Residence, Agricultural Combining ("R-1-A") to Planned Development ("PD") District. The particular uses, development standards, and other criteria of development authorized in the PD District are set forth in Exhibit C to Ordinance No. 008-005;

(d) Tentative Map No. 05-05 approved on July 12, 2006, which authorizes the subdivision of approximately 28 acres into 162 legal lots and establishes an approximate configuration of streets, parks, and open spaces;

(e) Ordinance No. 005-06 dated October 17, 2006, adopting the 2006 Development Agreement;

(f) Tentative Map No. 08-01 approved on February 17, 2009, which authorizes the further subdivision of Phase 3 of the Project that is approximately 3.72 acres into 24 additional legal lots;

(g) Ordinance No. 004-09 dated February 17, 2009, adopting the 2009 Development Agreement;

(h) Amendments to Tentative Map Nos. 05-05 and 08-01 approved on _____, 2024, adopting modifications to specified Project conditions of approval; and

(i) Ordinance No. _____ dated _____, 2024, adopting this Second Amended & Restated Development Agreement.

K. Second Amended 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 Second Amended Agreement and authorized its execution. The City has determined that this Second Amended 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 is a community benefit. The City and Developer have determined that the project is a development for which this Second Amended Agreement is appropriate. This Second Amended Agreement will eliminate uncertainty regarding Entitlements 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. CEQA Finding. Prior to the approval of the Second Amended Agreement, the City Council found and determined that there have been no substantial changes to the Project, the circumstances under which the Project is being undertaken, or any new information that would justify additional environmental analysis under Public Resources Code section 21166.

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

N. 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 Second Amended 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.

O. 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, and desire to enter into this Second Amended Agreement, which updates and replaces the 2006 Development Agreement and the 2009 Development Agreement in their entirety.

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 Second Amended 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 Second Amended 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 Second Amended 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 Planned Development, 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 Second Amended 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 Second Amended Agreement: or a successor or assign of a signatory to this Second Amended 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 Second Amended 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 Second Amended 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 Second Amended Agreement within ten (10) days shall not affect its validity or enforceability by and between the Parties.

2.2 Term. The term of this Second Amended and Restated Development Agreement shall commence on the Effective Date and terminate ten (10) years thereafter; provided, however, that the initial term may be extended, upon Developer's application therefore and upon the mutual agreement of both parties, by an amendment to this Second Amended Agreement and after approval by the City Council after first receiving a recommendation by the Planning Commission.

Following the expiration of the Term, this Second Amended Agreement shall be deemed terminated and be of no further force and effect; provided, however, said termination of the Second Amended 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 Second Amended Agreement.

3. General Development of the Project.

3.1 Project: Vested Entitlements.

3.1.1 Development of the Property shall be governed by this Second Amended Agreement, and the Entitlements. This Second Amended 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.

3.1.2 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 the Entitlements and are hereby vested subject to the provisions of this Second Amended 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 Entitlements and at such times as the Landowner deems appropriate within the exercise of its subjective business judgment and the provisions of this Second Amended 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 CalTrans) 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 Second Amended 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 Second Amended Agreement, provided that:

3.4.1 Community Facilities District. Prior to the approval of any final map within the area covered by this Second Amended Agreement, the Developer shall be required to enter into one or more Community Facilities District ("CFD") or similar funding mechanisms acceptable to the City for the purpose of funding on-going operational costs for police, fire, and other government services as well as for 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 and is eligible for the following credits:

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. Park fee credits per Paragraph 4.2.6 of this Second Amended 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.

3.4.7 For purposes of this Second Amended Agreement, "area wide" shall cover not only the Property, but also at least all parcels zoned and/or developed in a manner similar to the Property and located in the combined area of the Sutter Heritage Master Plan. 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 Second Amended 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 Second Amended 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 Second Amended 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 Second Amended Agreement or the intent of this Second Amended 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 Second Amended Agreement and the existing City Laws, and shall not be applied by the City to the Project or this Second Amended 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 Second Amended 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 Second Amended 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 Second Amended 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 lands non-developed portion of the property.

4. Developer Obligations

4.1 Public Improvements: Developer shall be responsible for constructing and financing the public infrastructure improvements necessary to serve the Project and as provided in this Second Amended Agreement and the Entitlements, including the SHMP Public Facilities Financing Plan. 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 Second Amended 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 Sutter Heritage Master Plan and as provided below, in accordance with Sutter Heritage Master Plan 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 Sections 4.2.6 and 5.1.

4.2.1 Roads. Roads shall be constructed per the approved phased infrastructure improvement matrix per the tentative map conditions of approval, Planned Development, 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 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 and the Gilsizer County Drainage District. 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.

4.2.3 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.

4.2.4 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.

4.2.5 Neighborhood Park Construction. Prior to the issuance of a building permit for the 82nd dwelling in the Project or prior to the completion of Phase 1 (whichever occurs first), Developer shall have completed construction of the 0.8-acre neighborhood park and offered said park for dedication to the City.

4.2.6 Fee Credits for Park Construction. The City agrees to grant Developer Parks and Recreation Fee credits equal to fifty percent (50%) of an engineer's estimate for the costs of design and construction of the park described in Section 4.2.5. The Developer shall be able to use 100 percent (100%) of those Parks and Recreation Fee credits towards the Parks and Recreation Fee within the Sutter Heritage Master Plan area upon the City's acceptance of said engineer's estimate prepared and submitted to City by Developer. Such acceptance by City shall not be unreasonably withheld or delayed. The Fee credits will be subject to inflation utilizing the Engineering News and Record Construction Index beginning the first day of January following the City's acceptance of the engineer's estimate. 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 Fee credits may be used by Developer to offset that new fee as if it were in effect as of the time of approval of this Second Amended Agreement. However, notwithstanding any other provision of this Section, Parks and Recreation Fee credits are limited for use as to just the Parks and Recreation Fee within the Sutter Heritage Master Plan area, and under no circumstances shall the City be required to reimburse or allow the use of credits for other fee types or in other areas.

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 Second Amended 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 Second Amended 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 Second Amended 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, to the extent such City-wide adopted Design Guidelines are not inconsistent with the approved Entitlements.

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 Second Amended 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 Second Amended 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 Second Amended Agreement.

By entering into this Second Amended 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 Second Amended 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, 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 Second Amended Agreement, which shall specify the reimbursement calculations and amounts as determined by the City. The Reimbursement Second Amended 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 twenty (20) 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 twenty (20) year period with five (5) year extension requests until such time that Developer has been reimbursed in full from the benefited third party Landowners. The extension request must be received, by the City, in writing six months prior to the expiration of the Reimbursement Second Amended Agreement. The City Council is authorized to enter into a Reimbursement Second Amended Agreement on behalf of the City subject to approval as to legal form by the City Attorney.

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 Second Amended 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 Support 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, including a neighborhood park. 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 Second Amended Agreement, conduct a public meeting to review the extent of good faith substantial compliance by Landowner with the terms of this Second Amended Agreement at Landowner's expense. Such periodic review shall be limited in scope to compliance with the terms of this Second Amended 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 Second Amended Agreement as provided herein. A finding by the City of good faith compliance by the Landowner with the terms of Second Amended 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 Second Amended Agreement, the City shall provide written notice to the Landowner describing: (i) such failure to comply with the terms and conditions of this Second Amended 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, Second Amended 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 Second Amended 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 Second Amended 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 Second Amended 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 Second Amended 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 Second Amended Agreement, the City Council may terminate this Second Amended Agreement or modify this Second Amended 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 Second Amended Agreement, performance by either Party under this Second Amended 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 excusable delay, which period shall commence to run from the time of the commencement of cause until the conditions creating the excusable delay no longer exist. 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 Second Amended Agreement may also be extended in writing by the joint agreement of the City and Landowner. Litigation attacking the validity of this Second Amended Agreement, or any permit, ordinance, or entitlement or other action of a governmental agency necessary for the development of the Property pursuant to this Second Amended 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 Second Amended Agreement prevents or precludes compliance with one or more provisions of this Second Amended Agreement, then the

provisions of this Second Amended 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 Second Amended 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 Second Amended 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 Second Amended Agreement, and, in the event such challenge is successful, this Second Amended 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 Second Amended Agreement if the Landowner is not in substantial compliance with the terms of this Second Amended 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 Second Amended Agreement only under the following circumstances:

8.2.1 The Landowner has found the City in breach of this Second Amended 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.

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

8.4 Effect of Termination.

8.4.1 General Effect. If this Second Amended 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 Second Amended 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 Second Amended 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 Second Amended 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 Second Amended Agreement. The City and Landowner hereby renounce the existence of any third-party beneficiary to this Second Amended 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 Second Amended 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 Second Amended 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 Second Amended Agreement is in full force and effect and a binding obligation of the Parties; ii) this Second Amended 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 Second Amended 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 Second Amended 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 Second Amended 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 Second Amended 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 Second Amended 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 Second Amended 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 Second Amended 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 Second Amended 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 Second Amended Agreement, Developer shall be released from any and all obligations accruing after the date of the transfer under this Second

Amended Agreement. If Developer effectuates a transfer as to only some but not all of its rights, duties and obligations under this Second Amended 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 Second Amended 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 Second Amended 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 Second Amended Agreement whatsoever, except that nothing contained in this Second Amended Agreement shall be deemed to permit or authorize any Mortgagee to undertake any new construction or improvement in the Chima Ranch Project Area, or to otherwise have the benefit of any rights of Developer, or to enforce any obligation of the City, under this Second Amended Agreement, unless and until such Mortgagee elects to become a Transferee in the manner specified in this Second Amended Agreement. Any Mortgagee that affirmatively elects to become a Transferee shall be later released from all obligations and liabilities under this Second Amended 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 Second Amended 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 Second Amended 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 Second Amended 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 Second Amended 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 Second Amended 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 Second Amended Agreement terminates pursuant to Section 8 of this Second Amended Agreement.

17. Amendment.

17.1 Amendment or Cancellation. Except as otherwise provided in this Second Amended Agreement, this Second Amended 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 Second Amended 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 Second Amended 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: Chohan & Sons, Inc
Harsbinder Chohan, President
3132 Bogue Road
Yuba City, CA. 95993

Paramdeep K. Chohan, Trustee of the
Rajinder and
Paramdeep Chohan Trust under Declaration
of Trust
dated October 20, 2021
3580 Lincoln Rd
Yuba City, CA. 95993

Harnek Singh and Navjot Bala, Trustees of
the
Successors in trust, under (U/A) the Allen
and
Rubai Family Trust dated December 14,
2015
1166 Santa Barbara Way
Yuba City, CA. 95993

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 Second Amended 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 immediately defend with counsel of City's choosing, 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 Second Amended Agreement, the Sutter Heritage Subdivision Map Applications and Approvals, or the Entitlements; or (b) claims or alleges a violation of CEQA or another law in connection with the adoption of the MND by the City Council or the grant, issuance or approval by the City of any or all of this Second Amended Agreement, the Sutter Heritage Subdivision Map Applications and Approvals, and the Entitlements. 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 Second Amended 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 Second Amended Agreement or the performance of any or all work to be done by Developer or its contractors, agents, successors and assigns pursuant to this Second Amended 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 Second Amended 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 Second Amended 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 Second Amended Agreement.

This Section shall survive termination or expiration of this Second Amended 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 Second Amended 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 Second Amended 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 Second Amended 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 Second Amended Agreement or any extension, and this requirement shall survive termination or expiration of this Second Amended 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 Second Amended 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 Second Amended Agreement.

If Developer should hire a general contractor to provide all or any portion of the services or work to be performed under this Second Amended 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 Second Amended 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 Second Amended 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 Second Amended 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 Second Amended 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 Second Amended 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 Second Amended 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 Second Amended 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 Second Amended 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 Second Amended Agreement or the application of any provision of this Second Amended Agreement to a particular situation is held by a court of competent jurisdiction to be invalid or unenforceable, or if the City terminates this Second Amended Agreement for any reason, such invalidity, unenforceability or termination of this Second Amended 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 Second Amended Agreement.

21.4 Severability. Invalidity of any of the provisions contained in this Second Amended 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 Second Amended Agreement as so invalidated would be unreasonable or grossly inequitable under all the circumstances or would frustrate the purposes of this Second Amended Agreement.

21.5 Construction of Agreement. The provisions of this Second Amended 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 Second Amended 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 Second Amended Agreement and to secure the other party the full and complete enjoyment of its rights and privileges hereunder.

21.7 Applicable Law. This Second Amended 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 Second Amended 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 Second Amended Agreement.

21.9 Time. Time is of the essence of this Second Amended 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 Second Amended Agreement shall constitute a default.

21.10 Subsequent Projects. After the effective date of this Second Amended 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 Second Amended Agreement, shall not be diminished despite the increased burden of future approved development on public facilities.

21.11 Entire Agreement. This written Second Amended 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 Second Amended Agreement, any prior correspondence, memoranda, agreements (including the 2006 Development Agreement and 2009 Development Agreement), warranties or representations are superseded in total by this Second Amended Agreement and Exhibits.

21.12 Form of Agreement: Exhibits. This Second Amended Agreement is executed in three duplicate originals, each of which is deemed to be an original. This Second Amended 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: Assessor's Parcel Page

All attachments to this Second Amended 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 Second Amended Agreement into any judgment on this Second Amended 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 Second Amended Agreement, it being expressly understood and agreed that the Developer's sole legal remedy for a breach or violation of this Second Amended 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 Second Amended Agreement.

21.15 Interpretation and Governing State Law. This Second Amended Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Second Amended 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 Second Amended Agreement, both Parties having been represented by counsel in the negotiation and preparation hereof. All legal

actions brought to enforce the terms of this Second Amended 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 Second Amended Agreement.

21.17 Counterparts. This Second Amended 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 Second Amended Agreement may be executed and acknowledged on separate pages which, when attached to this Second Amended Agreement, shall constitute this as one complete Second Amended Agreement.

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

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

[SIGNATURES ARE ON THE FOLLOWING PAGE]

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

"City"

CITY OF YUBA CITY,
A General Law City

By: _____

_____, Mayor

Date: _____

Attest:

City Clerk

Approved as to Form:

Shannon Chaffin, City Attorney

"Landowner"

CHOHAN & SONS, INC.
a California Corporation

By: _____
Harsbinder Chohan, President

HARNEK SINGH AND NAVJOT BALA, Trustees
of the Successors in trust, under (U/A) the Allen
and Rubai Family Trust dated December 14,
2015

By: _____
Harnek Singh, Trustee

By: _____
Navjot Bala, Trustee

PARAMDEEP K. CHOCHAN, Trustee of the
Rajinder and Paramdeep Chohan Trust under
Declaration of Trust dated October 20, 2021

By: _____
Paramdeep K. Chohan, Trustee

Attachments: A-1: Property legal description

A-2: Assessor's Parcel Page

EXHIBIT A-1

PROPERTY LEGAL DESCRIPTION

Real property in the City of Sutter County, County of Sutter, State of California, described as follows:

BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 15 NORTH, RANGE 3 EAST, M.D.M. AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CORNER COMMON TO SECTIONS 27, 28, 33 AND 34, TOWNSHIP 15 NORTH, RANGE 3 EAST, M.D.M.; THENCE ALONG THE LINE COMMON TO SAID SECTIONS 33 AND 34 SOUTH 00° 03' 04" WEST A DISTANCE OF 2650.62 FEET TO THE EAST ONE QUARTER CORNER OF SAID SECTION 33; THENCE ALONG THE LINE THAT DIVIDES SAID SECTION 33 INTO NORTH AND SOUTH HALVES, NORTH 89° 10' 59" WEST, A DISTANCE OF 1470.92 FEET MORE OR LESS TO THE SOUTHEAST CORNER OF WALTON RANCH, UNIT TWO, FILED IN BOOK 13 OF SURVEYS AT PAGE 156, SUTTER COUNTY OFFICIAL RECORDS, SAID POINT ALSO BEING THE CENTERLINE OF GILSIZER SLOUGH AND THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE ALONG THE CENTERLINE OF SAID SLOUGH THE FOLLOWING COURSES AND DISTANCES; SOUTH 7° 43' 22" WEST, 80.96 FEET; THENCE SOUTH 3° 54' 59" WEST, 120.68 FEET; THENCE SOUTH 1° 16' 06" WEST, 170.43 FEET; THENCE SOUTH 3° 31' 35" EAST, 257.15 FEET; THENCE SOUTH 14° 21' 40" EAST, 357.28 FEET; THENCE SOUTH 21° 33' 19" EAST, 283.45 FEET; THENCE SOUTH 44° 11' 20" EAST, 91.26 FEET MORE OR LESS TO THE SOUTH LINE OF LOT 18 AS SHOWN ON THAT CERTAIN MAP ENTITLED "MAP OF SUBDIVISION OF PART OF THE SE ¼ OF SECTION 33 AND THE SW - ¼ OF SECTION 34 OF TOWNSHIP 15 NORTH, RANGE 3 E.,

M.D.M." FILED IN BOOK 1 OF SURVEYS AT PAGE 24, SUTTER COUNTY OFFICIAL RECORDS; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 18, AND LOT 23 OF SAID MAP NORTH 89° 24' 03" WEST, A DISTANCE OF 355.49 FEET TO THE SOUTHEAST CORNER OF THE LAND DESCRIBED IN DEED TO JACKIE D. HAYES AND DEBORAH ANN HAYES FILED IN BOOK 1144 AT PAGE 640, SUTTER COUNTY OFFICIAL RECORDS; THENCE ALONG THE EAST LINE OF SAID HAYES PARCEL NORTH 0° 24' 45" WEST, 160.00 FEET TO THE NORTHEAST CORNER OF SAID HAYES PARCEL; THENCE ALONG THE NORTHERLY LINE OF SAID HAYES PARCEL NORTH 89° 24' 03" WEST, 174.27 FEET TO THE NORTHWEST CORNER OF SAID HAYES PARCEL; THENCE ALONG THE WESTERLY LINE OF SAID HAYES PARCEL SOUTH 0° 24' 45" EAST, 160.00 FEET TO THE SOUTHWEST CORNER OF SAID HAYES PARCEL; SAID POINT ALSO BEING ON THE SOUTH LINE OF SAID LOT 23; THENCE ALONG THE SOUTH LINE OF SAID LOT 23 AND LOT 24 OF THE MAP ENTITLED "MAP OF SUBDIVISION OF PART OF THE SE ¼ OF SECTION 33 AND THE SW-¼ OF SECTION 34 OF TOWNSHIP 15 NORTH, RANGE 3 E., M.D.M." FILED IN BOOK 1 OF SURVEYS AT PAGE 24, SUTTER COUNTY OFFICIAL RECORDS, NORTH 89° 24' 03" WEST, A DISTANCE OF

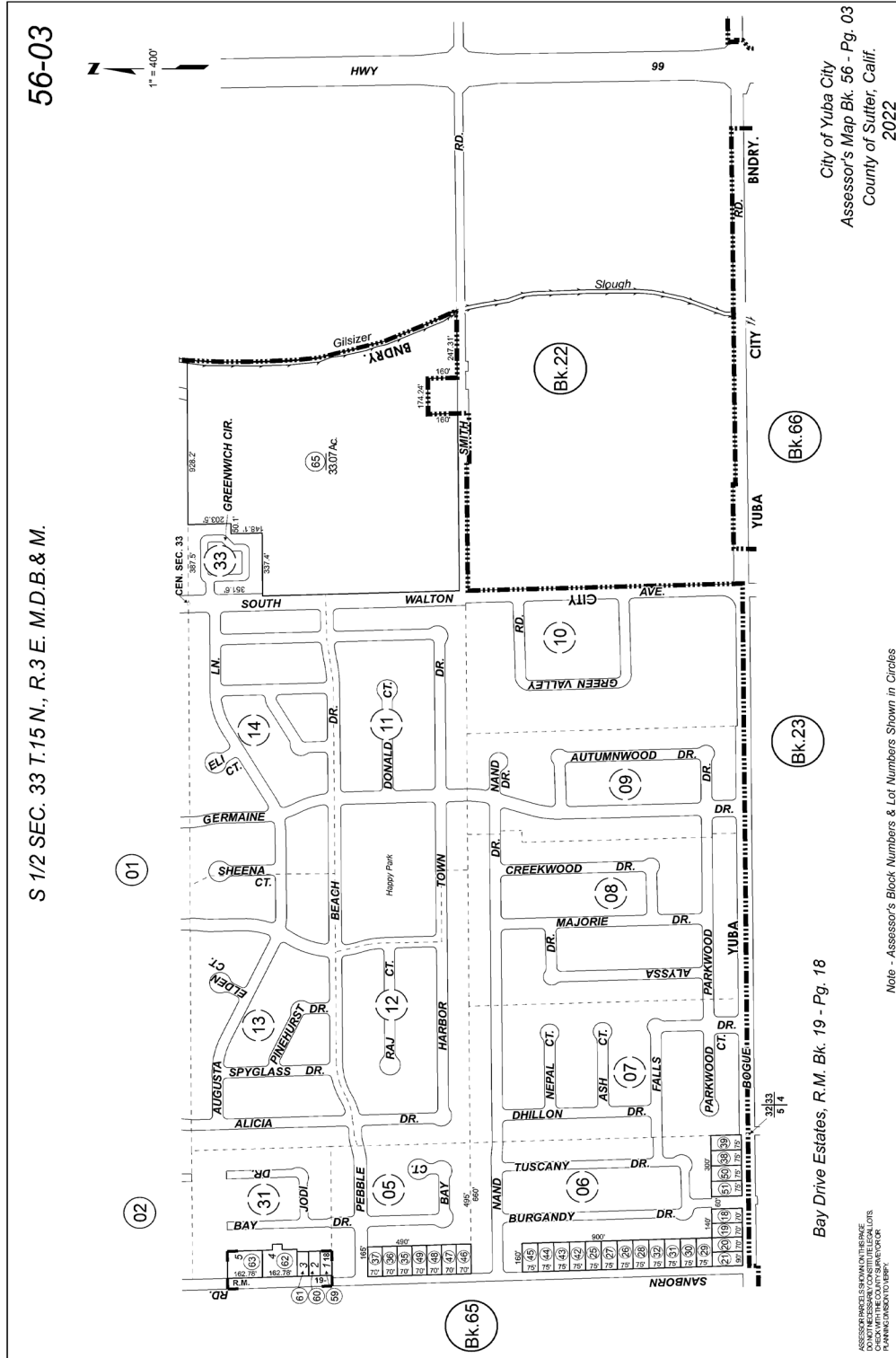
901.03 FEET TO THE SOUTHWEST CORNER OF SAID LOT 24; SAID POINT ALSO BEING ON THE LINE THAT DIVIDES SAID SECTION 33 INTO EAST AND WEST HALVES; THENCE ALONG SAID CENTER OF SECTION LINE, NORTH 0° 24' 45" WEST A DISTANCE OF 953.30 FEET TO A POINT THAT BEAR SOUTH 0° 24' 45" EAST, A DISTANCE OF 351.57 FEET FROM THE CENTER OF SAID SECTION 33; THENCE SOUTH 89° 10' 59" EAST PARALLEL WITH THE EAST-WEST CENTERLINE OF SAID SECTION 33, A DISTANCE OF 337.40 FEET; THENCE NORTH 0° 24' 45" WEST PARALLEL WITH THE NORTH-SOUTH CENTERLINE OF SAID SECTION 33, A DISTANCE OF 148.10 FEET; THENCE SOUTH 89° 10' 59" EAST PARALLEL WITH THE EAST-WEST CENTERLINE OF SAID SECTION 33, A DISTANCE OF 50.10 FEET; THENCE NORTH 0° 24' 45" WEST PARALLEL WITH THE NORTH-SOUTH CENTERLINE OF SAID SECTION 33, A DISTANCE OF 203.50 FEET TO A POINT ON THE EAST-WEST CENTERLINE OF SAID SECTION 33; THENCE ALONG THE EAST-WEST CENTERLINE OF SAID SECTION 33 NORTH 89° 10' 59" EAST, A DISTANCE OF 803.44 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM AN UNDIVIDED ONE-HALF INTEREST IN ALL OIL, GAS AND OTHER HYDROCARBONS AND MINERALS, AS RESERVED IN THE DEED FROM CAPITAL COMPANY, A CORPORATION, RECORDED NOVEMBER 27, 1941 IN BOOK 173, AT PAGE 487 OF OFFICIAL RECORDS.

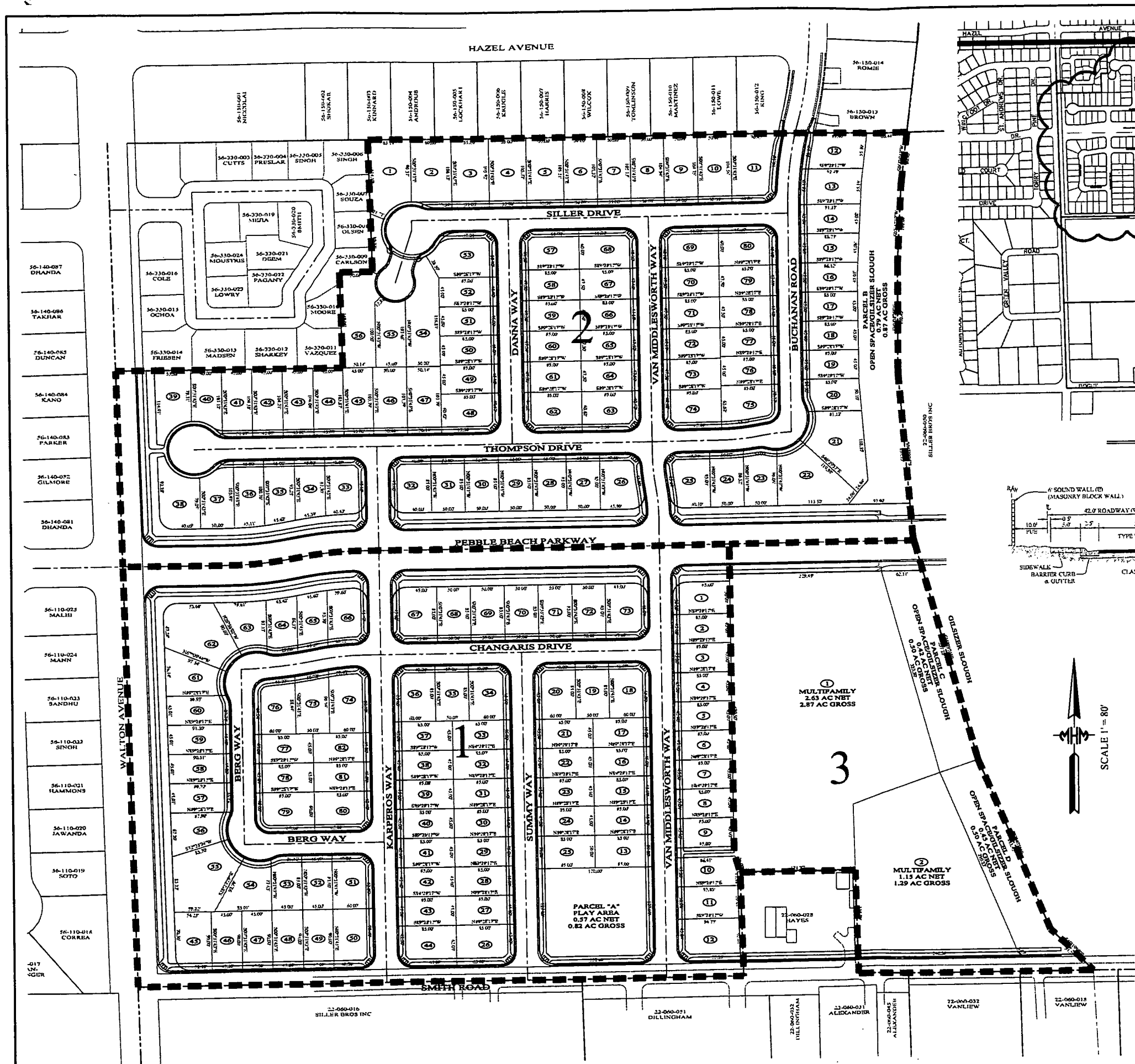
ALSO EXCEPTING THEREFROM AN UNDIVIDED ONE-HALF INTEREST IN ALL OIL, GAS AND OTHER HYDROCARBONS AND MINERALS, AS EXCEPTED IN THE DEED FROM OSCAR ARNOLD AND BERTIE M. ARNOLD, RECORDED JUNE 24, 1948 IN BOOK 273 AT PAGE 461 OF OFFICIAL RECORDS.

EXHIBIT A-2

Assessor's Parcel Page



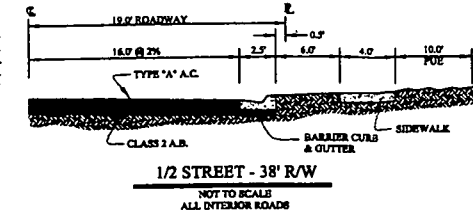
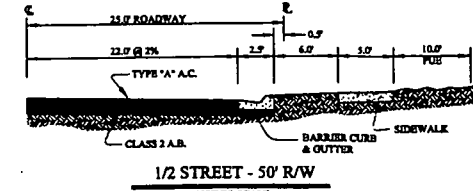
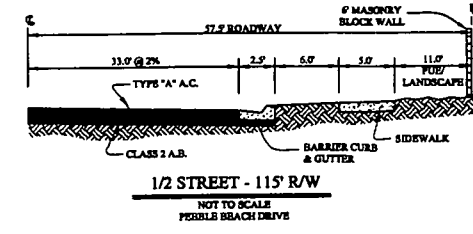
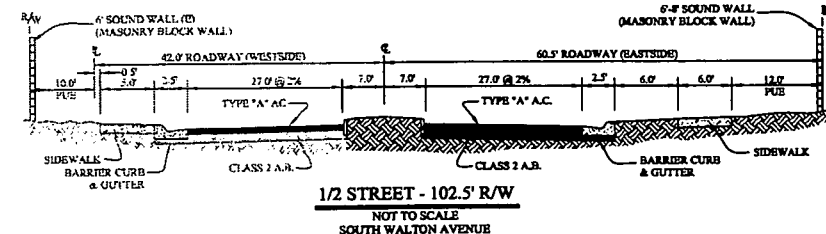
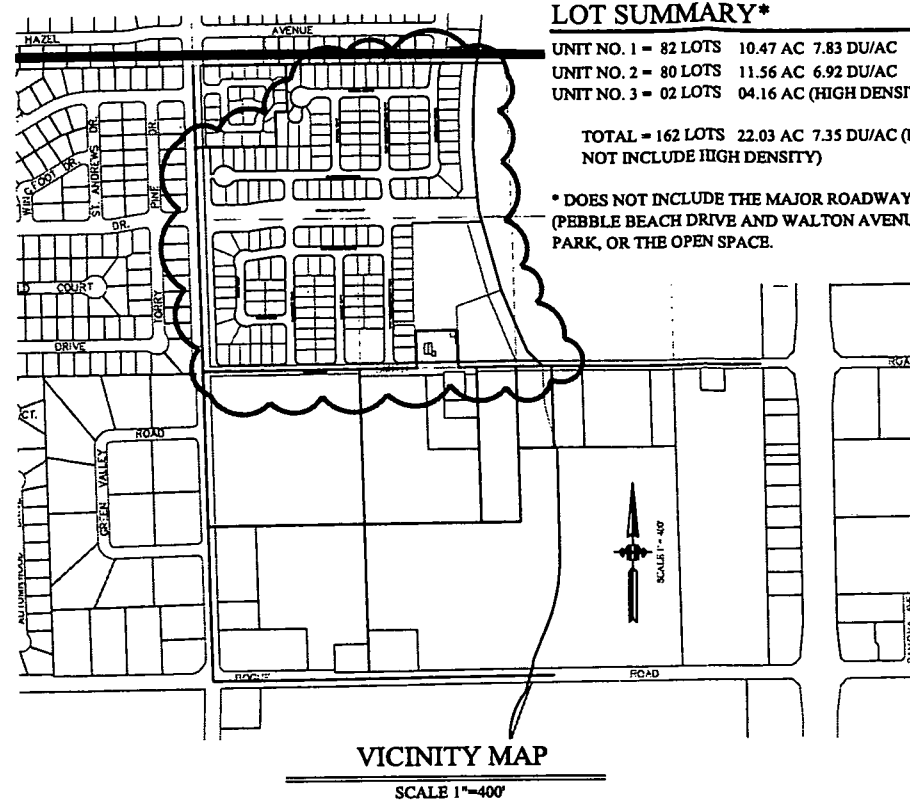
Attachment 2



LOT SUMMARY*

UNIT NO. 1 =	82 LOTS	10.47 AC	7.83 DU/AC
UNIT NO. 2 =	80 LOTS	11.56 AC	6.92 DU/AC
UNIT NO. 3 =	02 LOTS	04.16 AC	(HIGH DENSITY)
TOTAL = 162 LOTS 22.03 AC 7.35 DU/AC (DOES NOT INCLUDE HIGH DENSITY)			

* DOES NOT INCLUDE THE MAJOR ROADWAYS (PEBBLE BEACH DRIVE AND WALTON AVENUE), PARK, OR THE OPEN SPACE.



APPLICANT
BRADDOCK & LOGAN GROUP III, L.P.
4155 BLACKHAWK PLAZA CIRCLE, SUITE 201
DANVILLE, CA 94506
PHONE (925) 736-4000

OWNER
SILLER BROTHERS CORPORATION
1255 SMITH ROAD
YUBA CITY, CA 95991
PHONE (530) 673-0734

ENGINEER
MHM INCORPORATED (SEAN MINARD)
523 J STREET, P.O. BOX B
MARYSVILLE, CA 95901
PHONE (530) 742-6485

GENERAL NOTES

WATER:
EXISTING: WATER WELL (TO BE ABANDONED)
PROPOSED: CITY OF YUBA CITY

SEWER:
EXISTING: NONE
PROPOSED: CITY OF YUBA CITY

DRAINAGE:
EXISTING: CITY OF YUBA CITY/
SUTTER COUNTY WATER AGENCY
PROPOSED: CITY OF YUBA CITY/
SUTTER COUNTY WATER AGENCY

BUILDINGS:
EXISTING: NONE
PROPOSED: SINGLE AND MULTI FAMILY HOMES

LAND USE:
EXISTING: AGRICULTURAL
PROPOSED: SINGLE FAMILY RESIDENTIAL
MULTI FAMILY RESIDENTIAL

ZONING:
EXISTING: R-1, R-3, AND PR
PROPOSED: R-1, R-3, AND PR

GENERAL PLAN:
EXISTING: MEDIUM AND HIGH DENSITY
RESIDENTIAL, AND PUBLIC
PROPOSED: MEDIUM AND HIGH DENSITY
RESIDENTIAL, AND PUBLIC

EXISTING APN(ACRES):
APN 22-060-049 (32.72 ACRES)

UTILITIES:
ELECTRICITY WILL BE PROVIDED BY PG&E
TELEPHONE WILL BE PROVIDED BY SBC
CABLE WILL BE PROVIDED BY COMCAST

LOT NUMBERS:
THE LOT NUMBERING SYSTEM IS PRESENTED
FOR PLAN IDENTIFICATION AND SUBJECT TO
REVISION WITH FILING OF FINAL MAP.
DEVELOPER RESERVES THE RIGHT TO FILE
MULTIPLE FINAL MAPS.

LOT DIMENSIONS:
LOT AND BOUNDARY DIMENSIONS ARE
APPROXIMATE AND SUBJECT TO REVISION
WITH FILING OF FINAL MAP.

**OWNERS, SUBDIVIDER, AND ENGINEER TO RECEIVE
ANY COMMUNICATION AND/OR NOTICES.**

**TENTATIVE MAP NO. SM 05-05
SUTTER HERITAGE**

**FOR BRADDOCK & LOGAN SERVICES
BEING A PORTION OF SECTION 33, T.15N., R.3E. M.D.M.**

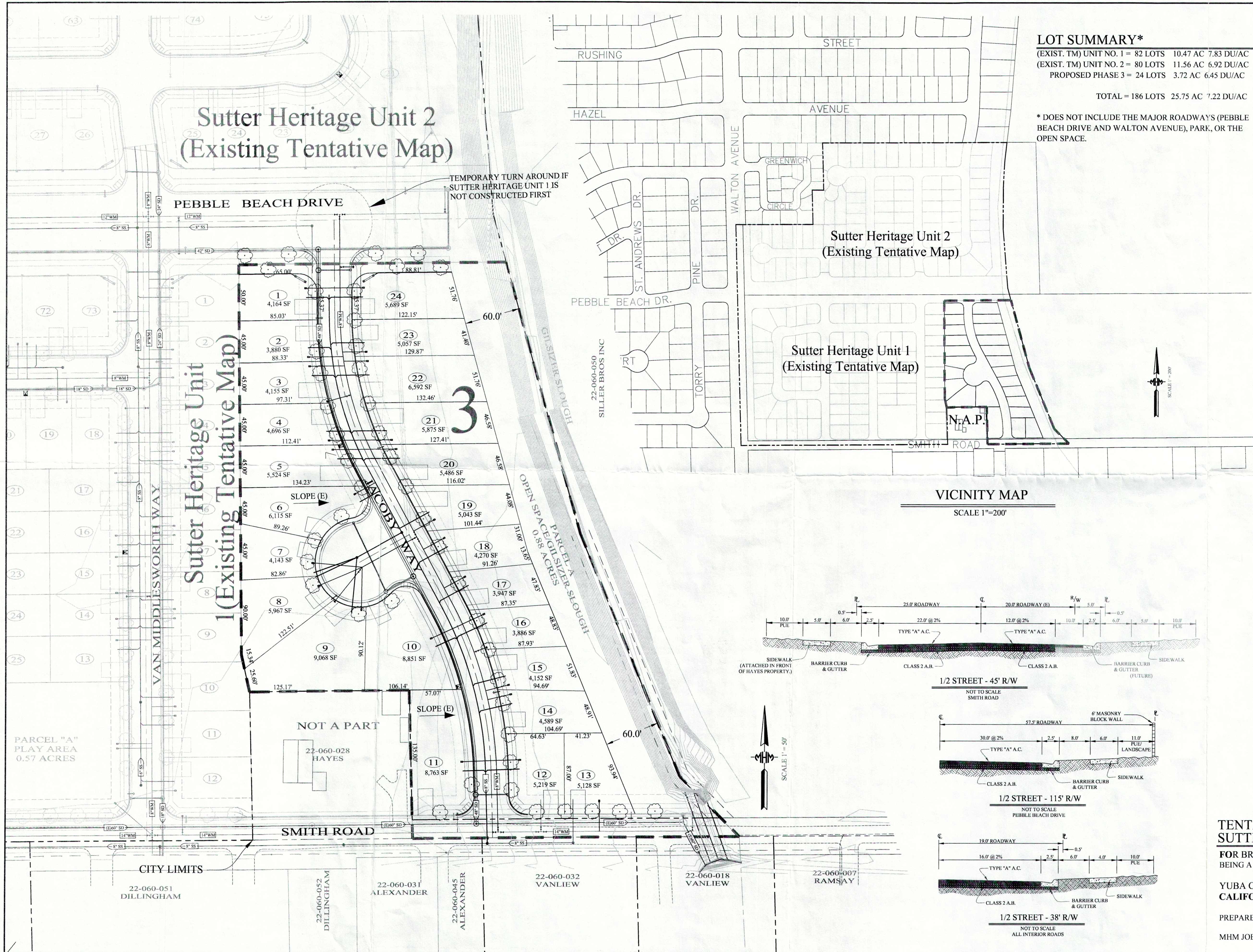
**YUBA CITY
CALIFORNIA**

**JUNE 2005
REVISED DECEMBER 2005
SCALE 1"=80'**

PREPARED BY: MHM INC., 523 J STREET, MARYSVILLE CA 95901

MHM JOB NO. 04159

SHEET 1 OF 1



LOT SUMMARY*

(EXIST. TM) UNIT NO. 1 = 82 LOTS	10.47 AC	7.83 DU/AC
(EXIST. TM) UNIT NO. 2 = 80 LOTS	11.56 AC	6.92 DU/AC
PROPOSED PHASE 3 = 24 LOTS	3.72 AC	6.45 DU/AC

TOTAL = 186 LOTS 25.75 AC 7.22 DU/AC

* DOES NOT INCLUDE THE MAJOR ROADWAYS (PEBBLE BEACH DRIVE AND WALTON AVENUE), PARK, OR THE OPEN SPACE.

APPLICANT
BRADDOCK & LOGAN GROUP III, L.P.
4155 BLACKHAWK PLAZA CIRCLE, SUITE 201
DANVILLE, CA 94506
PHONE (925) 736-4000

OWNER
BRADDOCK & LOGAN GROUP III, L.P.
4155 BLACKHAWK PLAZA CIRCLE, SUITE 201
DANVILLE, CA 94506
PHONE (925) 736-4000

ENGINEER
MHM INCORPORATED (SEAN MINARD)
523 J STREET; P.O. BOX B
MARYSVILLE, CA 95901
PHONE (530) 742-6485

GENERAL NOTES

WATER:
EXISTING: WATER WELL (TO BE ABANDONED)
PROPOSED: CITY OF YUBA CITY

SEWER:
EXISTING: NONE
PROPOSED: CITY OF YUBA CITY

DRAINAGE:
EXISTING: CITY OF YUBA CITY/
SUTTER COUNTY WATER AGENCY
PROPOSED: CITY OF YUBA CITY/
SUTTER COUNTY WATER AGENCY

BUILDINGS:
EXISTING: NONE
PROPOSED: SINGLE FAMILY HOMES

LAND USE:
EXISTING: AGRICULTURAL
PROPOSED: SINGLE FAMILY RESIDENTIAL

ZONING:
EXISTING: PD 11
PROPOSED: PD 11

GENERAL PLAN:
EXISTING: MEDIUM AND HIGH DENSITY
RESIDENTIAL, AND PUBLIC
PROPOSED: MEDIUM DENSITY
RESIDENTIAL, AND PUBLIC

EXISTING APN(ACRES):
APN 22-060-049 (32.72 ACRES)

UTILITIES:
ELECTRICITY WILL BE PROVIDED BY PG&E
TELEPHONE WILL BE PROVIDED BY SBC
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FOR PLAN IDENTIFICATION AND SUBJECT TO
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DEVELOPER RESERVES THE RIGHT TO FILE
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OWNERS, SUBDIVIDER, AND ENGINEER TO RECEIVE
ANY COMMUNICATION AND/OR NOTICES.

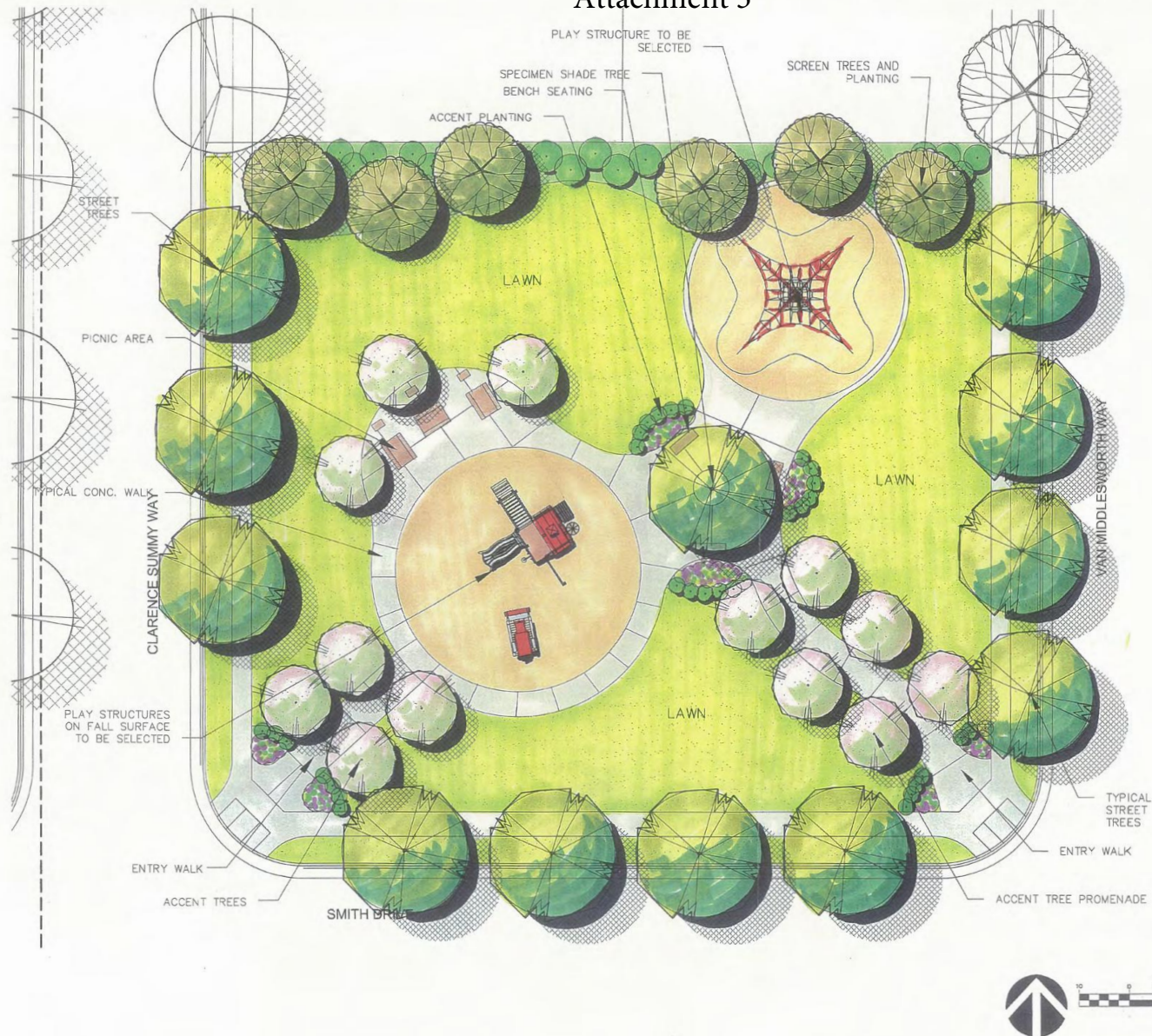
TENTATIVE MAP NO. SM 08-01
SUTTER HERITAGE PHASE 3
FOR BRADDOCK & LOGAN SERVICES
BEING A PORTION OF SECTION 33, T.15N., R.3E. M.D.M.
APRIL 2008
YUBA CITY CALIFORNIA
SCALE 1"=50'
PREPARED BY: MHM INC.; 523 J STREET; MARYSVILLE CA 95901
MHM JOB NO. 04159
SHEET 1 OF 1

RECEIVED
MAR 19 2008
Community Development

Attachment 3

Attachment 3

Figure 12



REVISIONS	

Thomas Bank & Associates, LLP
Landscape Architects
1000 North Main Street, Suite 4
Yuba City, CA 95901
PH: 951.931.2381

SUTTER HERITAGE
PARK
YUBA CITY, CALIFORNIA



ENLARGEMENT:
PARK

DESIGNED	AS
CHECKED	AS
DATE	9-14-05
SCALE	

SHEET
L-3
OF 4 SHEETS

CITY OF YUBA CITY
STAFF REPORT

Date: March 19, 2024
To: Honorable Mayor & Members of the City Council;
From: Public Works
Presentation By: Kevin Bradford, Deputy Public Works Director - Engineering

Summary

Subject: Water System Consolidation - Wildwood East Mutual Water Company
Recommendation: Adopt a Resolution approving consolidation of the Wildwood East Mutual Water Company's water system with the City's water system and authorizing the Public Works Director to sign a letter of intent to work towards said consolidation
Fiscal Impact: Construction of the infrastructure necessary to implement the consolidation will be at no cost to the City. The owners will also be subject to monthly utility fees. Staff time associated with assuring City standards are met will be covered by plan check and inspection fees.

Purpose:

To facilitate State Water Resources Control Board, Division of Drinking Water review of, and possible funding for, a new water distribution system to be connected to City water service.

Council's Strategic Goal:

This project improves the quality of life for residents served by the Wildwood East Mutual Water Company (WEMWC) by providing clean, safe drinking water while addressing the City Council's Strategic Goal to maintain, improve, and invest in the City's infrastructure.

Background:

City staff has had preliminary discussions with operators of the WEMWC over the years regarding a potential consolidation of the WEMWC water system located on the north side of Franklin Road, west of George Washington Boulevard (Attachment 2) with the City's water system. The State indicates this private water system no longer meets State drinking water quality standards. The private water system has 47 residential water connections serving a population of approximately 235 people.

On March 4, 2024, Public Works staff received a formal request from the State Water Resources Control Board, Division of Financial Assistance to provide a letter of intent to work towards this consolidation so that the State can begin planning and financial assistance activities for the proposed consolidation.

The private water system requesting consolidation with the City water system is located within the City limits.

Analysis:

Staff has reviewed the requested consolidation and determined that it is technically feasible to connect this private water system to the City water system. The City even went so far as to install tees in the Franklin Road water main for an eventual future connection to the system. The letter of intent requested by the State (Attachment 1) requests that the City affirm its approval of the consolidation.

If the State approves WEMWC's consolidation request and the property owners are able to fund construction of the infrastructure necessary to facilitate the consolidation, staff will bring a Service Agreement to Council for approval.

Fiscal Impact:

Construction of the infrastructure necessary to implement the consolidation will be at no cost to the City. The owners will also be subject to monthly utility fees. Staff time associated with assuring City standards are met will be covered by plan check and inspection fees.

Alternatives:

Do not approve a letter of intent. WEMWC would have to find other solutions to meet the State's drinking water standards.

Recommendation:

Adopt a Resolution approving consolidation of the Wildwood East Mutual Water Company's water system with the City's water system and authorizing the Public Works Director to sign a letter of intent to work towards said consolidation.

Attachments:

1. Resolution - Water System Consolidation - Wildwood East
2. Location Map

Prepared By:

Kevin Bradford
Deputy Public Works Director - Engineering

Submitted By:

Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
APPROVING CONSOLIDATION OF THE WILDWOOD EAST MUTUAL
WATER COMPANY WATER SYSTEM WITH THE CITY'S WATER SYSTEM
AND AUTHORIZING THE PUBLIC WORKS DIRECTOR TO SIGN A LETTER
OF INTENT TO WORK TOWARDS SAID CONSOLIDATION**

WHEREAS, the Wildwood East Mutual Water Company (WEMWC) private water system located on the north side of Franklin Road, west of George Washington Boulevard, no longer meets State drinking water quality standards; and

WHEREAS, the WEMWC and State Water Resources Control Board, Division of Drinking Water have requested the City determine if it is technically feasible to consolidate said private water system with the City's water system and City staff have determined that it is technically feasible to do so; and

WHEREAS, the State Water Resources Control Board, Division of Drinking Water has requested the City submit a letter of intent to work towards consolidation of the private water system with the City's water system.

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

1. The City Council hereby approves of consolidation of the Wildwood East Mutual Water Company water system with the City's water system and authorizes the Public Works Director to sign a letter of intent to work towards said consolidation.

2. This Resolution shall become effective immediately.

The foregoing Resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 19th day of March 2024.

AYES:

NOES:

ABSENT:

Shon Harris, Mayor

ATTEST:

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY:

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

Exhibit "A" – Letter of Intent

EXHIBIT “A”



PUBLIC WORKS DEPARTMENT
1201 Civic Center Boulevard
Yuba City, California 95993

March 20, 2024

Tara Ouitavon, PE
SAFER Northern Engagement Unit
State Water Resources Control Board
850 Marina Bay Parkway
Building P, 2nd Floor
Richmond, CA 94804

RE: Letter of Intent for Consolidation between the City of Yuba City and Wildwood East Mutual Water Company

Dear Tara,

On June 30, 2022, the City of Yuba City (City) was notified by email that Wildwood East Mutual Water Company (WEMWC) submitted a Request for Technical Assistance to the State Water Resources Control Board seeking assistance in consolidation with the City's water system. Information shared with the City indicates WEMWC is comprised of 47 service connections serving approximately 235 individuals. The City has a two connection points in Franklin Road adjacent to the WEMWC system and has the capacity to serve the WEMWC system.

The request for consolidation was brought before the City Council of the City who voted to support consolidation with WEMWC. This letter affirms the City's intent to work with your office and WEMWC towards consolidation of WEMWC's water system with the City's water system via consolidation.

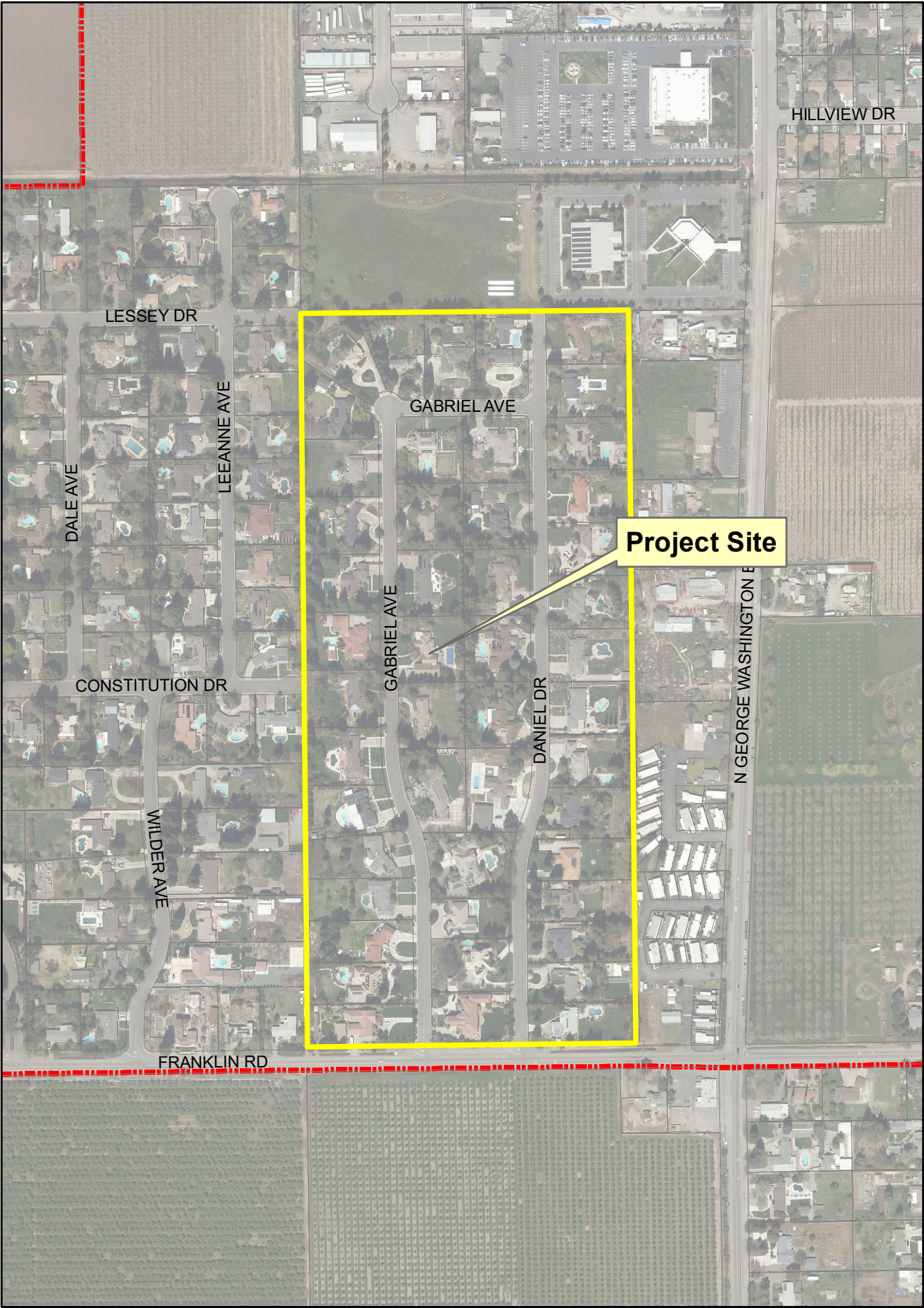
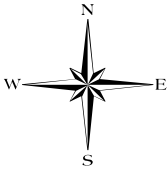
Please keep us informed as the process to determine funding eligibility for this consolidation moves forward. If you have any questions, please do not hesitate to contact Kevin Bradford in our office at 530-822-4786 or via email at kbradfor@yubacity.net.

Sincerely,

Benjamin K. Moody
Public Works and Development Services Director

ATTACHMENT 2

EXHIBIT A



Wildwood East Mutual Water Company
Franklin Road

CITY OF YUBA CITY
STAFF REPORT

Date: March 19, 2024
To: Honorable Mayor & Members of the City Council;
From: Development Services Department
Presentation By: Ashley Potocnik, Development Liaison

Summary

Subject: Bridge Street – Remnant Property Alternatives

Recommendation: A. Discuss and provide direction to staff regarding preferred development alternatives

B. Temporarily add properties to the City's weed abatement program and direct staff to initiate feasibility and implementation of preferred alternatives, including actions to initiate disposal / sale of surplus parcels located at 670 Brown Avenue and 977 Bridge Street.

Fiscal Impact: Impact to be determined based on the recommendation provided.

Purpose:

To provide City Council with information regarding the alternatives related to the development of the remnant Bridge Street properties between Gray Avenue and Cooper Avenue.

Council's Strategic Goal:

This item supports the City Council's Strategic Goals to be Business Friendly and provide Quality of Life.

Background:

The Bridge Street Widening Project, completed in 2023, was a crucial segment of a multi-phased project to improve the Bridge Street corridor from State Route 99 to State Route 70, connecting Yuba City and Marysville with a four-lane arterial. To facilitate the improvements, residential properties were purchased along the north boundary between Gray Avenue and Cooper Avenue.

Analysis:

With the completion of the widening project, Council has directed staff to analyze options for the reutilization of the remnant properties. In October 2020, Civilis Consultants prepared a report outlining infill development options and activation of park spaces. The specific properties that these infill options are considered for are between Hughes Avenue and Cooper Avenue. All the properties are currently zoned R-1, Single Family Residential. All of the properties are owned by the City at this time, but some development alternatives would include disposal of the properties through the Surplus Land Act (SLA).

Six potential infill development options, and the ownership proposals, are outlined below:

1. **Townhome Style Housing:** This type of development is similar to the 'missing middle' housing option that was presented to Council in September 2023 as part of the Zoning Audit conducted by Cascadia Partners. Alley loaded townhouses or triplex/quadplex development could provide a vital housing option to the community. This would require a Rezone / General Plan Amendment to R-2, Two Family Residential or R-3, Multifamily Residential, depending on the desired density of development. Potential City collaboration may include entitlement and subdivision support, fee credits, and existing infrastructure around the site. If this alternative is preferred, staff suggests retaining ownership of the properties and going through a Request for Qualifications (RFQ) and Request for Proposals (RFP) process for a housing development project that meets the preferred design. Alternatively, the City could overlay specific design guidelines through a zoning Overlay Combining District, and then disposal / sale of the properties in accordance with the SLA.
2. **Linear Park:** Another alternative is to convert the entire property into a linear style public park with public artwork and passive recreation opportunities. Additionally, there is an opportunity to relocate Veterans Park to this location for higher visibility. Veterans Park is currently located at the intersection of Bridge Street and Sutter Street / Second Street.
3. **EV Charging Hub:** Providing an EV charging station adjacent to Morley Park could be a great resource along the Bridge Street corridor. Locating charging stations adjacent to activity centers is preferred. Due to the likely utilization of the parking area for the existing park (Morley Park) and a potential future linear park, the City would retain ownership of the properties in this scenario.
4. **Mobile Vendor Food Court:** Food truck courts have become a major attraction in many urban / suburban areas. This type of use could be used in addition to the EV Charging Hub adjacent to Morley Park, and a potential future linear park.
5. **House Inspired Offices:** This would involve unique design guidelines to support the development of office spaces in a residential form and would require a Rezone / General Plan Amendment to C-O, Commercial Office. Potential City collaboration may include entitlement and subdivision support, fee credits, and existing infrastructure around the site. The City could overlay specific design guidelines through a zoning Overlay Combining District, and then disposal / sale of the properties in accordance with the SLA. Ultimate build out would be based on the market.
6. **Light Industrial Incubator / Maker Space:** This would involve unique design guidelines to support the development of light industrial buildings along the corridor and would require a Rezone / General Plan Amendment to M-1, Light Industrial or C-M, Heavy Commercial / M-1, Light Industrial depending on the specific type of incubator space selected. Potential City collaboration may include entitlement and subdivision support, fee credits, and existing infrastructure around the site. The City could overlay specific design guidelines through a zoning Overlay Combining District, and the disposal of property would be subject to the SLA. Ultimate build out would be based on the market.
7. **Surplus Land Act Disposal:** Another alternative is to dispose of all of the properties through the Surplus Land Act process. From the Department of Housing and Community Development (HCD) website, the Surplus Land Act (Gov. Code, §§ 54220-54234) aims to connect developers who are interested in building more affordable homes on surplus local public land that is both available and suitable for housing development. Local agencies must send notices about available, surplus, local public land to all of the following:
 - HCD
 - Any local public entity within the jurisdiction where the surplus local land is located.
 - Developers who have notified HCD of their interest in developing affordable housing on

surplus local public land.

Prior to agreeing to terms to dispose of surplus property, local agencies must send a description of notices of availability sent, and negotiations conducted, in addition to a copy of any restrictions to be recorded against the property to HCD. In January 2024, AB 480 and SB 747 passed to further clarify the SLA. One of the key changes outlines new categories of exempt surplus land, which includes land less than ½ acre, land transferred to a community land trust, land owned by public airport (where residential use is prohibited) or transit agencies and land transferred to third party intermediaries among others.

The development options listed above serve as a valuable starting point, but these alternatives may not encompass the full spectrum of possibilities. The dynamic nature of land development calls for adaptability, prompting a consideration of a hybrid approach as a nuanced and comprehensive solution.

Fiscal Impact:

Impact to be determined based on the recommendation provided.

Alternatives:

1. Provide staff with direction to explore additional land use types not discussed.
2. Leave the remnant property as is and add the area to the City's weed abatement program until a project and funding is established in the budget.
3. Establish an Ad Hoc Committee to further investigate potential options.

Recommendations:

A. Discuss and provide direction to staff regarding preferred development alternatives.

B. Temporarily add properties to the City's weed abatement program and direct staff to initiate feasibility and implementation of preferred alternatives, including actions to initiate disposal / sale of surplus parcels located at 670 Brown Avenue and 977 Bridge Street.

Attachments:

1. Property Location Map

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City Manager

ATTACHMENT 1

Bridge Street Widening – Remnant Property



CITY OF YUBA CITY

Future Agenda Items

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

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

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City Council Reports

- Councilmember Boomgaarden
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- Councilmember Pasquale
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- Mayor Harris

Adjournment