AGENDA

JUNE 4, 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. 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
JUNE 4, 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_OFf5CarsT-OPHuexut3MWA 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

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

Agenda Modifications

Public Communication

1. 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.

2. Minutes of the May 21, 2024, Regular Meeting of the City Council

Recommendation: Approve the minutes of the May 21, 2024 Regular Meeting of the City Council

3. Harter Estates North – Subdivision Agreement and Final Map Approval

Recommendation: Adopt a Resolution approving the execution of a Subdivision Agreement with D.R. Horton CA2, Inc., a California corporation providing for public improvements associated with the Harter Estates North Subdivision Map, approving the Harter Estates North Final Map, accepting dedication of rights-of-way and easements shown thereon, and authorizing the filing of the map [Subdivision is located on the west side of the Harter Specific Plan Area, and south of Butte House Road]

4. Harter Parkway Corridor Improvement Project (Reject Bids)

Recommendation: Adopt a Resolution with the following actions

A. Rejects all bids received for Contract No. 24-01, Harter Parkway Corridor Improvement Project, in accordance with Public Contract Code Section 22038(a)

B. Approves the modified plans and specifications and authorizes the Public Works Department to re-advertise for bids for Contract No. 24-01, Harter Parkway Corridor Improvement Project, in accordance with Public Contract Code Section 22038(a)(1)

5. Sale of 2761 Quail Pointe Drive

Recommendation: Adopt a Resolution that:

A. Authorizes the City Manager to execute an Agreement for Purchase and Sale of Real Property located at 2761 Quail Pointe Drive (APN 061-012-021), and all other necessary documents, in the amount of $20,000, in substantially the same material terms and conditions and subject to approval as to legal form by the City Attorney

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

Business Items

6. Proposed Fiscal Year 2024-2025 Operating Budget and Capital Improvement Project Budget

Recommendation: Conduct a workshop to review the Proposed FY 24/25 Operating and Capital Improvement Project Budgets. Discussion and direction to staff

Future Agenda Items

7. 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

8. City Manager's Report

9. City Council Reports

Adjournment

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: June 4, 2024
To: Honorable Mayor & Members of the City Council;
From: Administration Department
Presentation By: Ciara Wakefield, City Clerk Administrator

Summary

Subject: Minutes of the May 21, 2024, Regular Meeting of the City Council
Recommendation: Approve the minutes of the May 21, 2024 Regular Meeting of the City Council
Fiscal Impact:

Attachments:
1. 05-21-2024 Regular Meeting Minutes (DRAFT)

Prepared By:
Ciara Wakefield
City Clerk Administrator

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1

MINUTES (DRAFT)
REGULAR MEETING OF THE SUCCESSOR AGENCY
TO THE REDEVELOPMENT AGENCY AND CITY COUNCIL
CITY COUNCIL - CITY OF YUBA CITY

MAY 21, 2024
5:00 P.M. CLOSED SESSION
SUTTER ROOM/VIRTUAL

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

Call to Order

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

Roll Call

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

Absent: None

Closed Session

Public Employee Performance Evaluation (Pursuant to Government Code §54957(b)(1).)
Position: City Manager

No public comment received

Regular Meeting

Call to Order

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

Pastor Bruce Glines - Sutter Community Church

Pledge of Allegiance to the Flag

Councilmember Kirchner

City Attorney's Report on Closed Session Items

No reportable action

Agenda Modifications/Approval of Agenda

Due to recusals, Consent Calendar items 15-17 were voted on separately

Ceremonial Presentations

1. National Public Works Week Proclamation

Mayor Harris presented a proclamation to Ben Moody, Public Works & Development Services Director and Public Works staff

2. Tuberous Sclerosis Complex Awareness Proclamation

Mayor Harris presented a proclamation to Savannah Wilbanks and the entire Wilbanks family

3. Sutter Co Children and Families Commission - 25th Year Proclamation

Mayor Harris presented a proclamation to Michelle Blake, Director, Sutter County Children and Families Commission and the entire team

4. Adventist Health and Rideout - Project Hope Update

Chris Champlin, Adventist Health and Rideout President gave a presentation

5. Greater Sacramento Economic Council (GSEC) Presentation

Barry Broome, President & CEO of the Greater Sacramento Economic Council gave a presentation

6. Regional Waste Management Authority - SB 1383 Compliance Update

Omie Hartman, Management Analyst with The Regional Waste Management Authority gave a presentation

Public Communication

7. Appearance of Interested Citizens

No public comment

Consent Calendar

Due to recusals, items 15-17 were voted on separately

Councilmember Kirchner moved and Mayor Harris seconded the motion to approve Consent Calendar items 8-14 &18

8. Minutes for the May 7, 2024 Regular Meeting of the Successor Agency to the Redevelopment Agency and the City Council

Approve the Minutes from the May 7, 2024 Regular Meeting of the Successor Agency to the Redevelopment Agency and the City Council

9. First Level Managers and Mid-Managers Side Letters

Adopt **Resolution 24-052**:

A. Approving the side letter for certification pay and short-term disability for First Level Managers

Adopt **Resolution 24-053**:

B. Approving the side letter for certification pay for Mid- Managers

Authorize the Finance Director to amend the salary schedule to include certification pay at the rate of 1.5% percent of base salary for qualifying employees for First Level Managers and Mid Managers

10. Community Sponsorship Requests

Consider the sponsorship requests from the Beale Military Liaison Council, Inc., and 93Q Radio, and if approved:

A. Adopt **Resolution 24-054** to approve a monetary sponsorship request from the Beale Military Liaison Council, Inc., in the amount of $2,500.00
B. Adopt **Resolution 24-055** to approve a monetary sponsorship request from 93Q Radio in the amount of $3,750.00

11. Harter Estates North (Annexation #5 of property in CFD 2021-1)

Adopt **Resolution 24-056** annexing a certain area, Harter Estates North, within the City Limits into an existing Community Facilities District (CFD No. 2021-1) to fund municipal services, and filing said Resolution, along with the Fifth Amendment to the Notice of Special Tax Lien, in the office of County Recorder of the County of Sutter

12. Boat, Trailer, RV Parking Ordinance Update

Adopt **Ordinance 007-24** of the City Council of the City of Yuba City amending regulations for the parking of boats, trailers, and recreational vehicles in one and two family residential districts by title only, waive the second reading, and approve exemptions pursuant to CEQA Guidelines Section 15061(b)(3) and 15301 (Existing Facilities)

13. AB 481 Annual Military Equipment Report

Adopt **Resolution 24-057** that the 2023 Annual Report as required by AB 481 has been reviewed, the current Ordinance has been reviewed, and continue to allow YCPD to use the existing equipment that falls under the military equipment use policy (YCPD policy 707) that complies with the requirement of AB 481

14. Executive Management Resolution - Terms of Employment

Adopt **Resolution 24-058** authorizing the unrepresented Executive Management employees Resolution effective June 1, 2024

Authorize the City Manager authority to negotiate any non-monetary matters with the Department Heads

C. Adopt **Resolution 24-059** authorizing a one-time, non-PERSable stipend payment to the Chief of Police.

18. Yuba City Residential Street Light Maintenance Districts - Annual Levy Initiation

Adopt **Resolution 24-063** describing improvements and ordering the Engineer of Work to file a report with regard to Yuba City Residential Street Light Maintenance Districts, to continue the Residential Street Light Maintenance Districts, pursuant to the Benefits Assessment Act of 1982

The motion was passed unanimously

Consent Calendar 15-17 (Items voted on separately)

15. Yuba City Landscape District No. 1 and Yuba City Lighting and Landscape District No. 2 - Annual Levy Initiation

[Councilmembers Boomgaarden & Pasquale recused themselves]

Adopt **Resolution 24-060** describing improvements and ordering the Engineer of Work to file a report with regard to Yuba City Landscape Maintenance District No. 1, and Yuba City Lighting and Landscape Maintenance District No. 2, to continue the Maintenance Districts pursuant to the Landscaping and Lighting Act of 1972

Previous motion including above recusals passed with 3 votes

16. Yuba City Lighting and Landscape District Nos. 3-4 - Annual Levy Initiation

[Vice-Mayor Shaw recused himself]

Adopt **Resolution 24-061** describing improvements and ordering the Engineer of Work to file a report with regard to Yuba City Lighting and Landscape Maintenance District Nos. 3 and 4, to continue the Maintenance Districts pursuant to the Landscaping and Lighting Act of 1972

Previous motion including above recusals passed with 4 votes

17. Yuba City Lighting and Landscape District Nos. 5-6 - Annual Levy Initiation

[Mayor Harris & Councilmember Pasquale recused themselves]

Adopt **Resolution 24-062** describing improvements and ordering the Engineer of Work to file a report with regard to Yuba City Lighting and Landscape Maintenance District Nos. 5 and 6, to continue the Maintenance Districts pursuant to the Landscaping and Lighting Act of 1972

Previous motion including above recusals passed with 3 votes

Business Items

19. Plumas Street Trees - Highway 20 to Bridge Street

Received options for Plumas Street trees between Highway 20 and Bridge Street and gave direction to staff

Lawrence Mertz spoke
Public speaker – Unknown name
Sandee Drown spoke
Natalie Severson spoke
Amaran Bath spoke

20. Fire Station No. 2 Dorm Room Expansion Project Award

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

Adopt **Resolution 24-064** with the following actions:

A. Award a construction contract to United Building Contractors, Inc. of Chico, CA in the amount of their total bid of $916,702.00 and authorize the City Manager to execute the contract on behalf of the City, subject to review and approval as to legal form by the City Attorney

B. Award a Professional Services Agreement to MatriScope Engineering Laboratories, Inc. of Sacramento, CA for Special Inspection and Testing Services in the amount of $26,716.80 and authorize the City Manager to execute the contract on behalf of the City, subject to material terms, and subject to review and approval as to legal form by the City Attorney, with a finding that it is in the best interest of the City

C. Authorize the Finance Director to make a supplemental appropriation in the amount of $122,412.85 from unallocated General Funds to CIP Account No. 1236 (Fire Station 2 Expansion), to fund the Fire Station No. 2 Dorm Room Expansion Project

The motion was passed unanimously

21. MOU with Sutter County for FLOCK Cameras, Agreement with FLOCK

Public speaker – Unknown name

Councilmember Boomgaarden moved and Councilmember Pasquale seconded the motion to:

Adopt **Resolution 24-065** to:

A. Accept the funding from the Community Corrections Partnership (CCP) in the amount of $256,250.00

B. Authorize the purchase and installation of 25 Flock Cameras, with the finding that it is in the best interest of the City

Adopt **Resolution 24-066** to:

Authorize the execution of a Memorandum of Understanding (MOU) with Sutter County for the use of Flock Cameras, authorize the City Manager to execute the MOU on behalf of the City of Yuba City, and authorize the Chief of Police to enter into a Master Service Agreement with Flock Safety

The motion was passed unanimously

22. City Welcome Sign – Ad Hoc Committee Follow Up

Received follow up presentation on the City Welcome Sign Ad Hoc Committee and gave staff with direction

Michael McFarland spoke

Future Agenda Items

23. Future Agenda Items

No suggestions were made

Reports and Communications

24. City Manager's Report

25. 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 8:59 PM

_____

Shon Harris, Mayor

ATTEST:

_____

Ciara Wakefield, Deputy City Clerk

CITY OF YUBA CITY
STAFF REPORT

Date: June 4, 2024
To: Honorable Mayor & Members of the City Council;
From: Public Works
Presentation By: Ben Moody, Public Works & Development Services Director

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Summary

Subject: Harter Estates North – Subdivision Agreement and Final Map Approval

Recommendation: Adopt a Resolution approving the execution of a Subdivision Agreement with D.R. Horton CA2, Inc., a California corporation providing for public improvements associated with the Harter Estates North Subdivision Map, approving the Harter Estates North Final Map, accepting dedication of rights-of-way and easements shown thereon, and authorizing the filing of the map [Subdivision is located on the west side of the Harter Specific Plan Area, and south of Butte House Road]

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

Purpose:

To approve the necessary agreement and final subdivision map that specify the terms for the Harter Estates North 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 SM 19-01, Harter Estates North, to subdivide 14.53 acres into 73 single family residential parcels located on the west side of the Harter Specific Plan Area, and south of Butte House Road (Attachment 2). The proposed lot sizes range from 5,250 square feet to 10,937 square feet.

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

Analysis:

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

- Tentative Map – The applicant submits a tentative map to the Development Services Department, which is then routed to all City Departments and other agencies for review, comment, and establishment of the Conditions of Approval. Upon preparation of the Conditions of Approval and the environmental document, the map is taken to the Planning Commission for approval. The tentative map for the subject project was approved by the Planning Commission on 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 a Subdivision Agreement guaranteeing that the improvements will be constructed through the collection of security, such as bonds or a letter of credit.

- Council Approval – Once it is determined that the Final Map is correct and the Conditions of Approval have been met, the map is taken to the City Council for consideration and approval.

- Recordation of the Final Map – Upon Council approval, the City Clerk certifies the action on the map and it is submitted to the Sutter County Recorder for recordation.

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

With the recordation of the Final Map, the determined right-of-way and utility easements will be dedicated to the City. Road dedications include Pioneer Drive, Piner Way, Piner Court, Gerald Drive, Roesler Drive, Tarrango Way, Orlin Drive, George Drive, So. Elmer Road, a portion of Butte House Road, and a portion of Harter Parkway.

Fiscal Impact:

Costs and reimbursements for the public improvements are specified through the proposed Agreement. Exhibit B of the Agreement identifies the fees owed by the Developer to the City at the time of execution of the Agreement. Those fees include plan check, inspection, and water hot tap fees, totaling $192,420.61. All fees have already been paid on Building Permit BLD22-001594.

Alternatives:

Delay or modify the recommended actions of approving a Subdivision Agreement or Final Map for Harter Estates North.

Recommendation:

Adopt a Resolution approving the execution of a Subdivision Agreement with D.R. Horton CA2, Inc., a California corporation, providing for public improvements associated with the Harter Estates North Subdivision Map, approving the Harter Estates North Final Map, accepting dedication of rights-of-way and easements shown thereon, and authorizing the filing of the map. [Subdivision is located on the west side of the Harter Specific Plan Area, and south of Butte House Road.]

Attachments:

1. Resolution Harter North Subdivision Agreement and Exhibits
2. Location Map
3. Exhibit Planning Commission Resolution

Prepared By:	Submitted By:
Kevin Bradford	Diana Langley
Deputy P.W. Director – Engineering	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 24-XXX

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY APPROVING A SUBDIVISION AGREEMENT WITH D.R. HORTON CA2, INC., A CALIFORNIA CORPORATION, FOR THE HARTER ESTATES NORTH SUBDIVISION, APPROVING THE HARTER ESTATES NORTH SUBDIVISION FINAL MAP SUBDIVIDING LAND INTO 73 PARCELS TO CONSTRUCT SINGLE-FAMILY RESIDENTIAL BUILDINGS, ACCEPTING FOR DEDICATION THE PUBLIC RIGHT-OF-WAY AND UTILITY EASEMENTS SHOWN THEREON, AND AUTHORIZING THE FILING OF THE MAP.

WHEREAS, D.R. Horton CA2, Inc., a California corporation (“subdivider”) owns certain property as identified on Exhibit “B” and has offered for approval a Final Map designated as “Harter Estates North” ("final map"), pursuant to approved Tentative Map for Harter Estates North Subdivision ("tentative map"); and

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

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

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

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

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

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

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

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

WHEREAS, the City Council now desires to approve the Subdivision Agreement with Subdivider, approve the final map, 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. Subdivision Agreement: The City Council approves the Subdivision Agreement with D.R. Horton CA2, Inc., a California corporation, attached hereto as Exhibit "A," and authorizes the City Manager or designee to execute the same on behalf of the City of Yuba City.

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

a. The final map is in substantial compliance with the tentative map, any deviations therefrom being deemed to be approved by the Council.

b. The requisite conditions associated with the tentative map have been satisfied, subject to the terms of the Subdivision Agreement approved concurrently herewith.

c. The final map is in conformance with the General Plan and any applicable specific plan(s).

d. The final map conforms to all applicable requirements of the Subdivision Map Act of the State of California.

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

4. This Resolution is not effective until Subdivider submits Payment and Performance Bonds for approval as to legal form by the City Attorney prior to recordation of the Final Map and Subdivision Improvement Agreement.

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 _____ day of _____, 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” – Subdivision Agreement
Exhibit “B” – Final Map (Harter Estates North Subdivision, City of Yuba City)

EXHIBIT “A”

WHEN RECORDED MAIL TO:

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

NO FEE-Government Code §6103

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

SUBDIVISION AGREEMENT
FINAL MAP OF HARTER ESTATES NORTH SUBDIVISION
(Regarding Tentative Map No. 19-01, Harter Estates North Subdivision)

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 **D.R. Horton CA2, Inc., a California corporation**, hereinafter referred to as "Subdivider" without regard for number or gender, and is effective the date first appearing on the Clerk's Attestation and signature for the City of Yuba City.

RECITALS

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

> Lots 1 through 73, inclusive, of the Final Map of Harter Estates North Subdivision according to the map thereof recorded on _____, 20____ in Book _____ of Surveys at Page(s) _____, Sutter County Records.

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

C. Section 8-2.809 of the Yuba City Municipal Code ("City Code") requires Subdivider to enter into this Agreement with City whereby Subdivider agrees to do, perform and complete the work and matters required as Conditions of Approval for Tentative Map No. 19-01 dated April 28, 2021 issued by City and any amendments thereto, hereinafter referred to as "Conditions of Approval", within the time hereinafter specified.

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

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

AGREEMENT

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

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

1. The Subject Property is subject to the following:

a. Time for Performance. The work and improvements required by the Conditions of Approval shall be performed on or before **24 months** of the effective date of this Agreement, except as otherwise specifically set forth in this Agreement. If Subdivider fails to complete such work within such period, City may (but is not required to) complete the same and recover the full cost and expense thereof from Subdivider.

b. Conditions of Approval. The Subject Property shall comply with all Conditions of Approval required by Planning Commission Resolution No. PC 21-09, 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 Subdivider, the time of completion may be extended for a period justified by the effect of such delay on the completion of the work. As a prerequisite for obtaining an extension, Subdivider must file a written request for a time extension with the City's Public Works Director within 24 months of the effective date of this Agreement. The written request should set forth the facts and unforeseen causes giving rise to the delay, and must be accompanied by an updated Cost Estimate approved by the City Engineer. Subdivider must also pay an extension fee, if any, established by the most recent City Fee Schedule ("Fee Schedule") based upon the higher of the initial or revised estimated total improvement cost for the Final Map. The Public Works Director, in said Director's sole and exclusive discretion, may grant an extension of time for completion of improvements by Subdivider. The Public Works Director may also re-assess Performance Security, Payment Security and any other improvement security to increase the amount based upon the updated Cost Estimate and pursuant to the types and percentage amounts set forth in Paragraph 5 of this Agreement. The Public Works Director shall give Subdivider written notice of the Director's determination in writing, including any additional Performance Security, Payment Security or other improvement security amounts. The Director's determination shall be final and conclusive. No extension of this Agreement shall be valid unless Subdivider shall provide City any additional improvement security within 20 business days after written notice of

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

2. Scope of Improvements. Subdivider agrees to construct and install, at Subdivider's sole cost and expense, all of the streets, sidewalks, curbs, gutters, storm drainage facilities, water distribution facilities, sewer collection facilities, street lighting facilities, fire hydrants, landscaping and irrigation, and all other work and improvements depicted or required on the Improvement Plans for the Construction on Harter Estates North Subdivision (City Drawing No. 5560-D), as approved by the City Engineer, and any approved amendments thereto, any Conditions of Approval required by Planning Commission Resolution No. PC 21-09, 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. Subdivider shall pay to City the total fees and charges due as a condition of Final Map approval, including those required by City Code Section 8-2.803 and 8-2.1515, and Chapter 10 of Title 8 of the City Code, as they may be amended. The total fees and charges are more particularly itemized and made a part of this Agreement in the attached Exhibit B, which is incorporated by reference.

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

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

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

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

the satisfaction of the City Engineer.

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

a. Performance Security. The total amount shall equal 100% of the final Engineer's Estimate of Probable Cost of Remaining Items of Work, as approved by the City Engineer, to be conditioned upon the faithful performance of this Agreement. Performance Security shall be in the amount of $5,536,345.10 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 $5,536,345.10 and in the form of a bond naming the City of Yuba City as obligee, or in the amount of $2,768,172.55 in the form of a certificate of deposit made payable only to the City of Yuba City, or cash.

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

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

10. Warranty Security. To ensure Subdivider complies with its obligations set forth in paragraph 7, on acceptance of the required work by the City Engineer, a maintenance bond serving as warranty security shall be furnished to the City in the minimum amount of $553,634.51 which represents ten (10) percent of the total Engineer's Estimate of Probable Cost, including portions of improvements already completed. The warranty security shall serve as a guarantee and warranty of the work for a period of one year following acceptance against any defective work, labor or materials. The warranty security shall be released, less any amount required to be used for fulfillment of the warranty, one year after final acceptance of the subdivision Improvements.

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

12. Indemnification. Subdivider shall be obligated as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

City to terminate this Agreement.

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

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

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

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

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

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

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

19. Compliance with Conditions of Approval; Easements. In addition to the Covenants affecting land development, if any, Subdivider shall comply with all Conditions of Approval set forth in the Conditions of Approval for Tentative Map No. 19-01 dated April 28, 2021, and any amendments thereto, not already fully completed or performed as of the date of the approval of the Final Map and which are not otherwise set forth in this Agreement. Compliance shall include, but is not limited to, any condition to convey to a specific party a fee interest or easement in any parcels in the Subject Property upon Subdivider's completion of all required improvements to said parcels. Subdivider's compliance with such conditions shall be completed within a reasonable time as determined by City, in City's sole discretion, commencing upon the City Engineer sending written notice to Subdivider of the outstanding condition and time in which Subdivider is required to comply, and Subdivider shall timely comply.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

****

[Signatures on Next Page]

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

CITY OF YUBA CITY,
a General Law City

By:_____
Diana Langley, City Manager

ATTEST

By:_____
Ciara Wakefield, Deputy City Clerk

Dated: _____

APPROVED AS TO FORM:

By:_____
Shannon L. Chaffin,
City Attorney

SUBDIVIDER

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

By:_____
Bonnie Chiu
Vice President

Dated:_____

*(*Attach Notary Acknowledgments*)

Attachments:

Exhibit A: Planning Commission Resolution No. PC 21-09 – Conditions of Approval
Exhibit B: Impact Fees and Other Fees Due Payable by Subdivider
Exhibit C: Fee Credits and Reimbursements Payable by City

EXHIBIT A

PLANNING COMMISSION RESOLUTION NO. PC 21-09
CONDITIONS OF APPROVAL

is on file in
the City of Yuba City's Development Services Department
located at 1201 Civic Center Blvd.

EXHIBIT B

IMPACT FEES AND OTHER FEES PAYABLE BY SUBDIVIDER

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

(1) Public Improvement Plan Check and Inspection Fee:

(a) 4% of the estimated total construction cost to $2,000,000.00 $2,000,000.00 x .04 =	$80,000.00
(b) 3% of the estimated total construction cost above $2,000,000.00 $3,536,345.10 x .03 =	$106,090.35
(c) One (1) eight-inch hot tap	$6,330.26
Less fees paid on Building Permit BLD22-01594	-$192,420.61
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

Per Utility Undergrounding Policy
(Condition of Approval #34) and Section 4 of the
Development Agreement

Butte House Road: 1,235 lineal feet

Deferred in accordance with the terms of the Development
Agreement, recorded Document No. 2021-0015082

SUBTOTAL (D) $0.00

TOTAL FEES PAYABLE BY SUBDIVIDER

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. 19-01 Harter Estates North Condition of Approval #34**, or as otherwise determined by the Development Agreement

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

- The northern boundary of Phase 2 and Phase 3, along Butte House Road, approximately 1,235 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 “B”

CERTIFICATE FOR FEE DEDICATION

A.) OWNER'S NAME AND ADDRESS:

D.R. HORTON CA2, INC., A CALIFORNIA CORPORATION
3000 LAVA RIDGE CT., STE. 130
ROSEVILLE, CA 95661

B.) PROPERTY BEING DEDICATED:

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

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

NOTE: THE LOTS ON THIS MAP ARE SUBJECT TO:

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

OWNER'S STATEMENT

WE, THE UNDERSIGNED, D.R. HORTON CA2, INC., AS HOLDER OF RECORD TITLE INTERESTS, OF THE HEREIN SUBDIVIDED LANDS, HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS PLAT OF "HARTER ESTATES NORTH" AND OFFER FOR DEDICATION AND DO PARTICIPATE IN SAID OFFER OF DEDICATION AND DO HEREBY DEDICATE THE FOLLOWING:

1. 38' STRIPS OF LAND IN FEE TITLE INDICATED ON SAID PLAT AND DESIGNATED AS SOUTH ELMER ROAD, PIONEER DRIVE, PINER COURT, PINER WAY, GERALD DRIVE, ROESLER DRIVE TARRANGO WAY, ORLIN DRIVE AND GEORGE DRIVE.
2. EASEMENTS INDICATED AS 12.0' PUE (PUBLIC UTILITY EASEMENT) FOR, BUT NOT LIMITED TO ELECTRICAL, WATER, SEWER, GAS, STORM DRAINAGE, COMMUNICATIONS SERVICES, AND ALL APPURTENANCES THERETO. OWNER EXPRESSLY COVENANTS NOT TO UNREASONABLY RESTRICT, OBSTRUCT OR INTERFERE WITH SAID PUBLIC UTILITY EASEMENT OR THE USE THEREOF BY THE CITY, ITS AGENTS OR ANY FRANCHISEE
3. PARCELS OF LAND IN FEE, INDICATED ON SAID PLAT AND DESIGNATED AS "LOT A" AND "LOT B"
4. EASEMENT FOR ACCESS TO AND THE MAINTENANCE OF A WALL AND FOOTINGS AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND GENERALLY 2 FEET IN WIDTH LYING CONTIGUOUS TO LOTS 1-4, 25, 54, 55 AND 59-61, DESIGNATED AS "2' WALL EASEMENT"

D.R. HORTON CA2, INC., A CALIFORNIA CORPORATION

_____

BY: BONNIE CHIU TITLE: VICE PRESIDENT

ACKNOWLEDGMENT

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

STATE OF _____
COUNTY OF _____ } SS

ON _____ BEFORE ME _____

_____, NOTARY PUBLIC, PERSONALLY APPEARED

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

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

WITNESS MY HAND.

_____
SIGNATURE OF NOTARY

_____
NOTARY'S NAME

MY COMMISSION NUMBER _____

MY COMMISSION EXPIRES _____

PRINCIPAL PLACE OF BUSINESS _____
(County)

PLANNER'S STATEMENT

THIS MAP HAS BEEN EXAMINED THIS _____ DAY OF _____ , 2024, FOR CONFORMANCE WITH THE APPROVED TENTATIVE MAP AND THE CONDITIONS OF APPROVAL THEREOF AS APPROVED BY THE YUBA CITY PLANNING COMMISSION ON APRIL 28, 2021.

_____
PLANNING DIVISION
CITY OF YUBA CITY
STATE OF CALIFORNIA

CITY CLERK CERTIFICATE

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

I, JACKIE SILLMAN, CLERK OF THE CITY OF YUBA CITY, STATE OF CALIFORNIA, HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF YUBA CITY HAS, BY RESOLUTION NO. _____ DULY AND REGULARLY PASSED BY SAID COUNCIL ON THE_____ DAY OF _____, 20_____ , APPROVED THE WITHIN MAP OF "HARTER ESTATES NORTH" IN ACCORDANCE WITH THE CONDITIONAL APPROVAL OF THE TENTATIVE MAP, HERETOFORE FILED AS APPROVED, AND BY SAID RESOLUTION HAS ACCEPTED ON BEHALF OF THE PUBLIC ITEM(S) 1, 2, 3 AND 4 SHOWN IN THE OWNER'S OFFER OF DEDICATION.

_____
JACKIE SILLMAN
CITY CLERK, CITY OF YUBA CITY

COUNTY TAX COLLECTOR'S STATEMENT

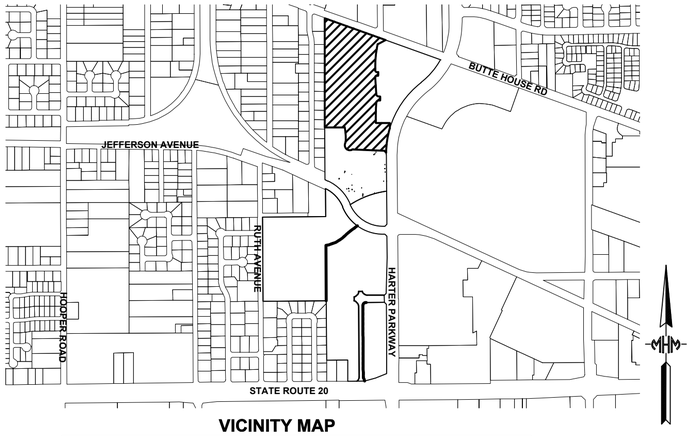
I, NICHOLAS F. VALENCIA, TAX COLLECTOR FOR THE COUNTY OF SUTTER, STATE OF CALIFORNIA, DO HEREBY CERTIFY PURSUANT TO GOVERNMENT CODE SEC. 66492 THAT THE RECORDS OF MY OFFICE SHOW THAT THERE ARE NO LIENS AGAINST THE LANDS SHOWN HEREON OR ANY PART THEREOF FOR UNPAID TAXES OR SPECIAL ASSESSMENTS.
AS TO LIENS FOR TAXES NOT YET PAYABLE, I ESTIMATE THAT THERE ARE TAXES IN THE AMOUNT OF $_____FOR 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 NOS. 062-310-017-000

DATE: _____

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

COUNTY OF SUTTER TREASURER TAX COLLECTOR CALIFORNIA



VICINITY MAP
NOT TO SCALE

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FILED SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF D.R. HORTON CA2, INC., ON JANUARY 1, 2024. I HEREBY STATE THAT THIS MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP; THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

_____
JOHN S. MALLEN
P.L.S. 8457
EXPIRES: 12-31-2024

PROFESSIONAL LAND SURVEYOR JOHN S. MALLEN NO. LS 8457 STATE OF CALIFORNIA

CITY ENGINEER'S STATEMENT

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

DATED: _____

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

REGISTERED PROFESSIONAL ENGINEER BENJAMIN K. MOODY No. 72383 Exp. 6-30-24 CIVIL 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
EXPIRES: 9-30-2025

PROFESSIONAL LAND SURVEYOR BENJAMIN K. MOODY No. 9018 Exp. 9-30-25 STATE OF CALIFORNIA

RECORDER'S CERTIFICATE

FILED THIS _____ DAY OF _____ , 2024, AT ___ :__ .M. IN BOOK_____ OF SURVEYS, AT PAGE _____ AT THE REQUEST OF MHM INC.

DONNA M. JOHNSTON _____ BY: _____
SUTTER COUNTY RECORDER DEPUTY

FILE NO. _____ FEE PD._____

HARTER ESTATES NORTH
CITY OF YUBA CITY

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

COUNTY OF SUTTER
CALIFORNIA

JANUARY 2024

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

21185

SHEET 1 OF 3

Curve Table			
Curve #	Length	Radius	Delta
C1	77.80	1000.00	004°27'28"
C2	97.75	1000.00	005°36'01"
C3	217.17	981.00	012°41'02"
C4	163.69	1000.00	009°22'43"
C5	31.42	20.00	090°00'00"
C6	31.73	20.00	090°53'13"
C7	100.04	1000.00	005°43'55"
C8	82.96	981.00	004°50'42"
C9	100.04	1000.00	005°43'55"

C58	1.91	1019.00	000°06'26"
C59	85.45	1019.00	004°48'16"
C60	31.13	20.00	089°10'47"
C61	13.53	30.00	025°50'31"
C62	11.46	50.00	013°07'58"
C63	41.15	50.00	047°09'23"
C64	41.15	50.00	047°09'23"
C65	29.88	50.00	034°14'18"
C66	13.53	30.00	025°50'31"
C67	31.42	20.00	090°00'00"
C68	31.42	20.00	090°00'00"
C69	38.97	1019.00	002°11'28"
C70	82.89	1019.00	004°39'39"
C71	33.81	20.00	096°51'08"
C72	31.42	20.00	090°00'00"
C73	31.42	20.00	090°00'00"
C74	27.58	20.00	079°00'40"
C75	57.45	1039.50	003°10'00"
C76	19.72	30.00	037°39'19"
C77	93.60	44.50	120°30'32"
C78	20.17	44.50	025°58'22"
C79	60.08	44.50	077°21'44"
C80	38.42	44.50	049°27'47"
C81	15.72	30.00	030°01'45"

RECORD REFERENCES

(R1) LOT LINE ADJUSTMENT 21 - 10 - DOCUMENT NO. 2022-0002643

(R2) RECORD OF SURVEY FOR SIERRA CENTRAL CREDIT UNION - BOOK 18 OF ROS PAGES 239 (2016)

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

(R4) GRANT DEED FOR RIGHT OF WAY - DOCUMENT NO. 2005-0029548

(R5) GRANT DEED FOR TANK / PARK PARCEL- DOCUMENT NO. 2005-0029549

(R6) UNRECORDED ALTA SURVEY FOR HARTER PACKING COMPANY BY VON GELDERN ENGINEERING (1985)

LEGEND

()	EMBRACES RECORD DATA
(E)	EXISTING
(P)	PROPOSED
PUE	PUBLIC UTILITY EASEMENT
PSE	PUBLIC SERVICE EASEMENT
M	MEASURED
MON.	MONUMENT
R/W	RIGHT OF WAY
S.F.	SQUARE FEET
(B.O.B.)	BASIS OF BEARINGS
W.E.	WALL EASEMENT
WC	WITNESS CORNER
■	FOUND MONUMENT AS SHOWN
●	SET 5/8" REBAR W / CAP LS 8457
○	CALCULATED POINT - NOTHING FOUND OR SET
△	FOUND STANDARD CENTERLINE MONUMENT
▲	SET STANDARD CENTERLINE MONUMENT

BASIS OF BEARINGS

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

SUBDIVIDED AREA = 14.53 ACRES

LOTS = 10.48 ACRES

ROADS = 4.05 ACRES

HARTER ESTATES NORTH
CITY OF YUBA CITY

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

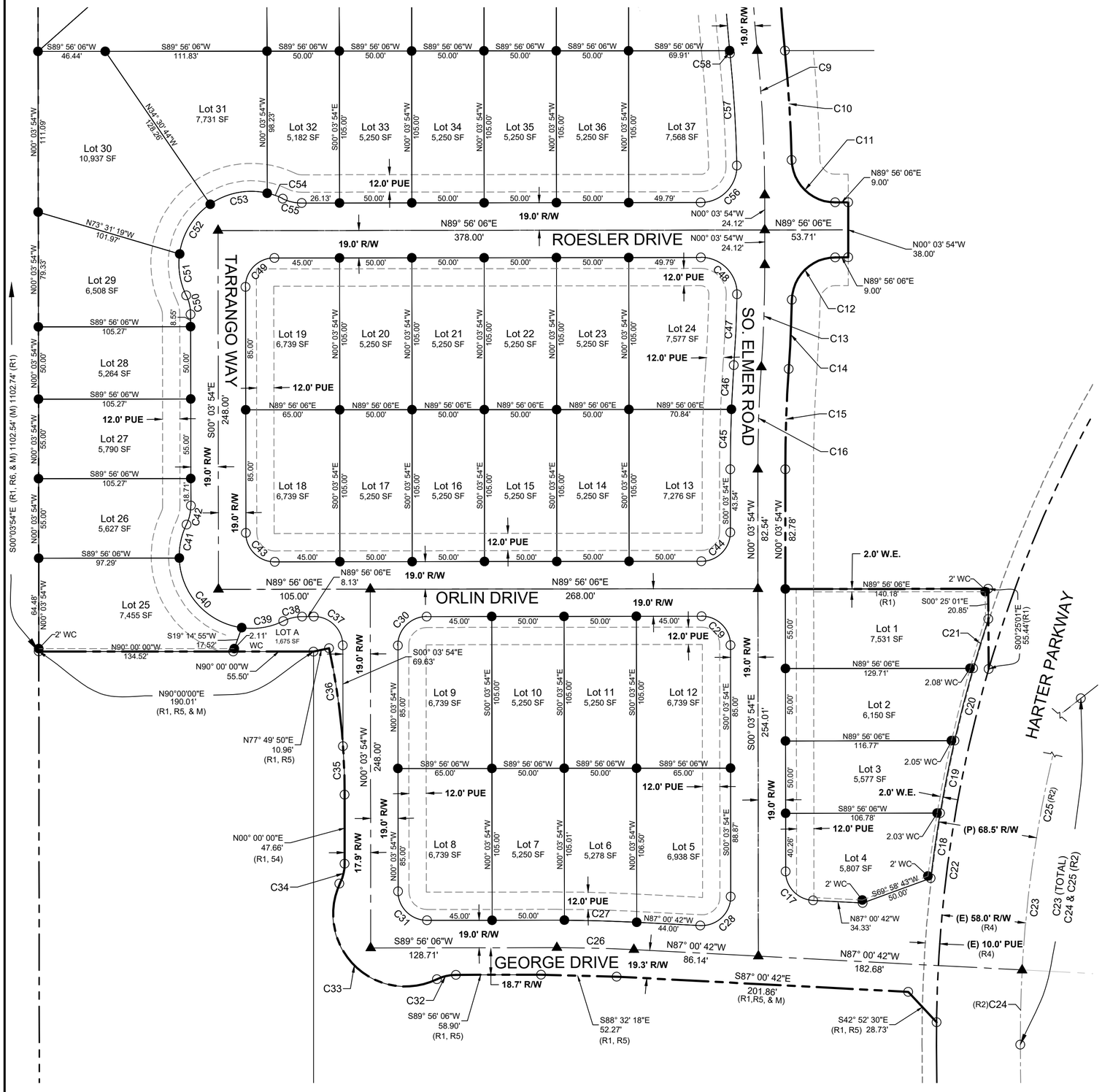
COUNTY OF SUTTER
CALIFORNIA

JANUARY 2024

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

21185

SHEET 2 OF 3



Curve Table				
Curve #	Length	Radius	Delta	
C9	100.04	1000.00	005°43'55"	
C10	77.78	1019.00	004°22'23"	
C11	46.41	30.00	088°38'28"	
C12	46.41	30.00	088°38'28"	
C13	70.73	1000.00	004°03'08"	
C14	47.90	1019.00	002°41'36"	
C15	69.38	981.00	004°03'08"	
C16	70.73	1000.00	004°03'08"	
C17	30.35	20.00	086°56'48"	
C18	45.48	918.50	002°50'13"	
C19	51.00	918.50	003°10'52"	
C20	51.65	918.50	003°13'20"	
C21	35.76	918.50	002°13'51"	
C23	782.33	850.00	052°44'04"	
C24	51.76	850.00	003°29'21"	
C25	730.57	850.00	049°14'43"	
C26	53.29	1000.00	003°03'12"	
C27	50.03	1019.00	002°48'46"	
C28	32.48	20.00	093°03'12"	
C29	31.42	20.00	090°00'00"	
C30	31.42	20.00	090°00'00"	
C31	31.42	20.00	090°00'00"	
C32	13.53	30.00	025°50'55"	(R1,R5)
C33	123.70	50.00	141°44'52"	(R1,R5)
C34	13.53	30.00	025°50'56"	(R1,R5)
C35	33.50	481.00	003°59'28"	(R1,R5)
C36	102.04	481.00	012°09'18"	(R1,R5)
C37	31.42	20.00	090°00'00"	
C38	13.53	30.00	025°50'31"	
C39	29.53	50.00	033°50'37"	
C40	70.14	50.00	080°22'25"	
C41	23.97	50.00	027°28'00"	
C42	13.53	30.00	025°50'31"	
C43	31.42	20.00	090°00'00"	
C44	31.42	20.00	090°00'00"	
C45	41.47	1019.00	002°19'54"	
C46	30.60	1019.00	001°43'14"	
C47	48.98	981.00	002°51'40"	
C48	39.79	25.00	091°11'29"	
C49	31.42	20.00	090°00'00"	
C50	13.53	30.00	025°50'31"	
C51	29.45	50.00	033°44'44"	
C52	41.58	50.00	047°38'57"	
C53	41.15	50.00	047°09'23"	
C54	11.46	50.00	013°07'58"	
C55	13.53	30.00	025°50'31"	
C56	39.79	25.00	091°11'29"	
C57	77.74	981.00	004°32'26"	
C58	1.91	1019.00	000°06'26"	

RECORD REFERENCES

(R1) LOT LINE ADJUSTMENT 21 - 10 - DOCUMENT NO. 2022-0002643

(R2) RECORD OF SURVEY FOR SIERRA CENTRAL CREDIT UNION - BOOK 18 OF ROS PAGES 239 (2016)

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PSE	PUBLIC SERVICE EASEMENT
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●	SET 5/8" REBAR W / CAP LS 8457
○	CALCULATED POINT - NOTHING FOUND OR SET
△	FOUND STANDARD CENTERLINE MONUMENT
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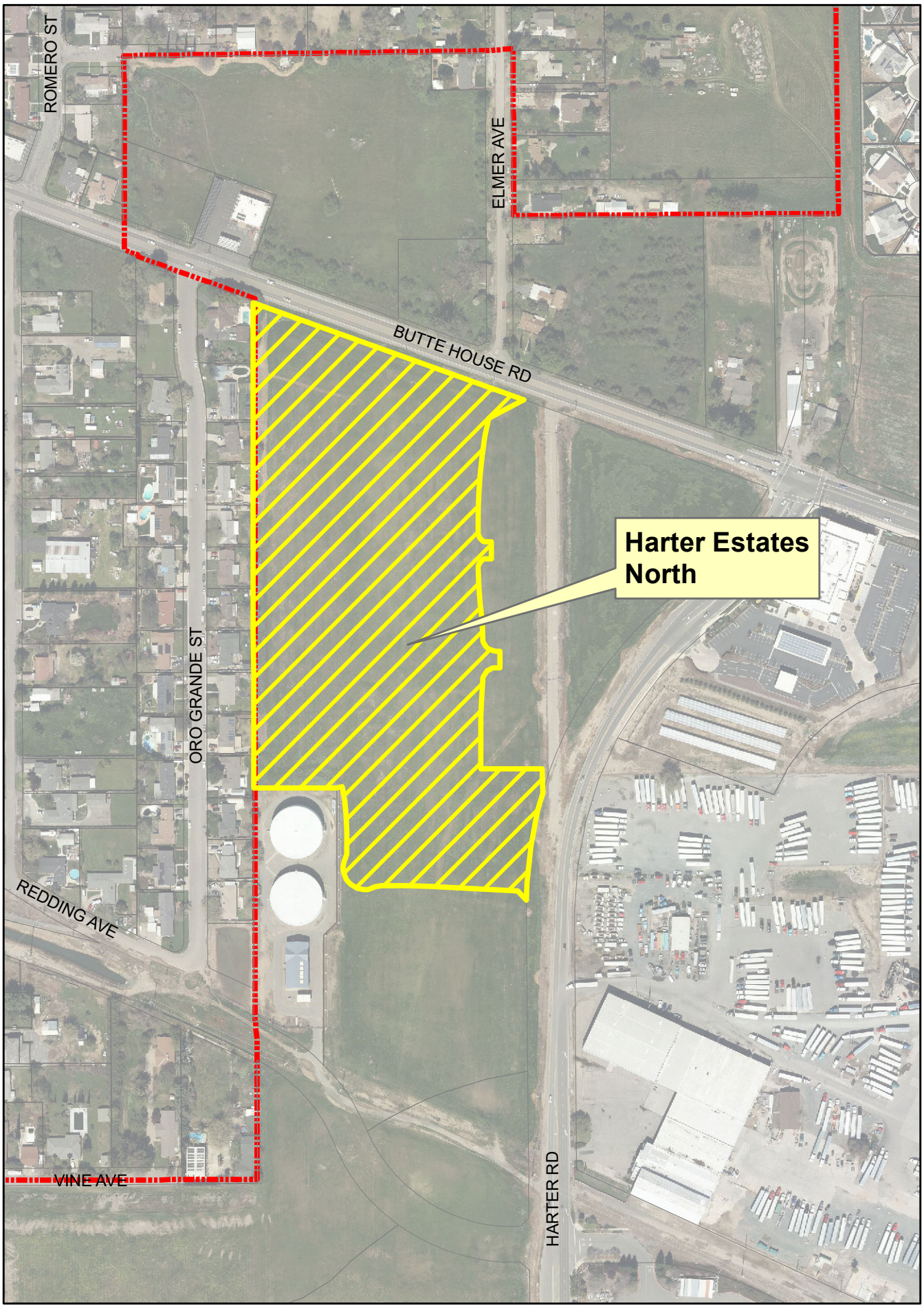
HARTER ESTATES NORTH
CITY OF YUBA CITY

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

COUNTY OF SUTTER **JANUARY 2024**
CALIFORNIA

PREPARED BY: MHM INC. 1204 "E" STREET, MARYSVILLE, CA 95901
21185 **SHEET 3 OF 3**

ATTACHMENT 2



Location Map: Harter North Estates
Tentative Subdivision Map 19-01

1 inch = 300 feet

PLANNING COMMISSION RESOLUTION NO. PC21-09

RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF YUBA CITY CONTINGENTLY APPROVING THE HARTER ESTATES NORTH SUBDIVISION (TENTATIVE SUBDIVISION MAP (TSM) 19-01) LOCATED ON THE SOUTH SIDE OF BUTTE HOUSE ROAD IN THE NORTHWEST CORNER OF THE HARTER SPECIFIC PLAN AREA; ASSESSORS PARCEL NUMBER 62-310-004.

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 subdivision map (Harter Estates North TSM 19-01, or "TSM 19-01") to subdivide the approximately 93.5-acre area in a portion of the Northwest Corner of the Harter Specific Plan area APN (62-310-004) ("Property"); and

WHEREAS, TMS 19-01 proposes to subdivide the approximately 14.1-acres into 73 single-family residential lots, and 5.7 acres into 3 lots for multi-family residential development; 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 TSM 19-01 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 TSM. 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 TSM) 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 Estates North TSM 19-01, 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 TSMs in conjunction with the approval of the other entitlements noted above, Planning Commission now to desires to contingently approve TSM 19-01 such that no decision of approval of TSM 19-01 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 TSM 19-01 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 TSM 19-01, 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 TSM 19-01 is consistent with, and has been fully assessed by, the Addendum, and that TSM 19-01 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, TSM 19-01 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 subdivision map is consistent with the applicable general plan and specific plan.

Support. There is no evidence that the proposed subdivision 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. For example, the subdivisions create lots for single-family residential, multiple-family residential, commercial, office and public uses. 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 Lots 1 through 73 on 14.1 acres are designated in the General Plan as LDR which provides a gross residential density range of 2 to 8 residences per acre. The proposal is for approximately 5.2 residences per acre, which is within the General Plan density standard. Further, up to 180 multi-family residential units are proposed on 5.7 acres on lands designated for multi-family residential use in the Harter Specific Plan. This is also within the gross residential density range approved by the General Plan. The subdivision 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 TSM 19-01 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, TSM 19-01 is also therefore consistent with the General Plan.

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

Support. As discussed immediately above, this residential land division meets all General Plan consistency requirements. The TSM 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 subdivision maps, meet 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 R-1 and R-3 Zone Districts. The design and improvement of the tentative subdivision map meet 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 subdivision 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 subdivision 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 the with physical characteristics of the site. The proposed subdivision 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 subdivision 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 subdivision 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 subdivision 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 subdivision maps 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. 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.

i. There is adequate flood protection for the project.

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 TSM that will protect property within the area to the urban level of flood protection in urban areas and urbanizing areas.

4. Approval with Conditions. Based on the aforementioned findings, the Planning Commission hereby approves TSM 19-01 (Exhibit "A") subject to the conditions set forth in Exhibit "B" (TSM 19-01 conditions of approval) attached hereto, which approvals are contingent upon the following:

   a. The approval of TSM 19-01 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 TSM 19-01 shall be returned to the Planning Commission for further consideration and a final decision. If Council Approvals are made within 180 days of the adoption of this Resolution, but any change is made by the Council to any of the Council Approvals in a manner that could reasonably affect the findings of the Planning Commission herein, or require a modification or addition of a condition of approval to be consistent with a Council Approval, then TSM 19-01 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 1: Tentative Subdivision Map 19-01
Exhibit 2: Conditions of Approval and Mitigation Measures Application to TSM 19-01

TENTATIVE SUBDIVISION MAP 2006-05 (2015-01)

HARTER ESTATES NORTH

YUBA CITY, CALIFORNIA
JUNE 15, 2006
REVISED APRIL 14, 2021

CITY OF YUBA CITY APPROVAL:

THE CITY OF YUBA CITY HAS REVIEWED AND APPROVED THE TENTATIVE SUBDIVISION MAP. THE TENTATIVE SUBDIVISION MAP WAS APPROVED BY THE PLANNING COMMISSION ON _____, 2021. THE TENTATIVE SUBDIVISION MAP WAS APPROVED BY RESOLUTION _____ ON _____, 2021.

_____
CITY OF YUBA CITY DATE:

SURVEYORS STATEMENT:

I HEREBY STATE THAT ALL EASEMENTS OF RECORD ARE SHOWN AND LABELED PER PRELIMINARY TITLE REPORT BY FIRST AMERICAN TITLE INSURANCE COMPANY ORDER NUMBER 12023-4850199 DATED FEBRUARY 17, 2015

REGISTERED PROFESSIONAL ENGINEER — SEAN M. MINARD — No. 052593 — Exp. 12-31-22 — CIVIL — STATE OF CALIFORNIA

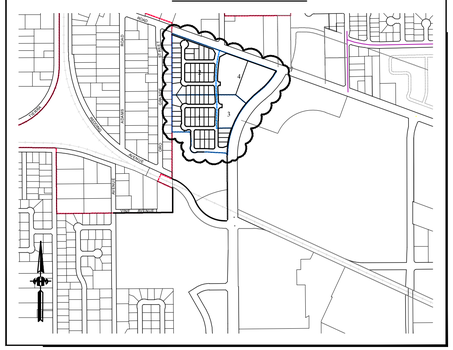
SEAN MINARD, P.E. 52593, P.L.S. 8397

LAND USE SUMMARY

VILLAGE NO.	ZONE	MRSP LAND USE	LOTS	GROSS ACRES
1	LDR	SINGLE FAMILY	37	6.98
2	LDR	SINGLE FAMILY	36	6.72
3	M/HDR	MULTI-FAMILY	1	2.17
4	M/HDR	MULTI-FAMILY	2	5.53
BUTTE HOUSE		PKWY		0.25
HARTER PKWY		PKWY		0.08
		TOTAL =		21.73

NOTE: ALL ACREAGES ARE GROSS ACRES. BUTTE HOUSE ROAD AND HARTER PARKWAY ROW PREVIOUSLY DEDICATED TO CITY.

VICINITY MAP



PROJECT NOTES

OWNER
HARTER PACKING CO. LLC
P.O. BOX 1789
YUBA CITY, CA 95992
CONTACT: TOM TUCKER
PHONE: (530) 673-8330

APPLICANT
HARTER PACKING CO. LLC
P.O. BOX 1789
YUBA CITY, CA 95992
CONTACT: TOM TUCKER
PHONE: (530) 673-8330

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

ASSESSOR'S PARCEL NO.
62-310-004

AREA OF TENTATIVE MAP
21.78 GROSS ACRE

EXISTING USE
AGRICULTURAL

PROPOSED USE
RESIDENTIAL

EXISTING GENERAL PLAN
LOW DENSITY AND MEDIUM/HIGH DENSITY RESIDENTIAL

PROPOSED GENERAL PLAN
LOW DENSITY AND MEDIUM/HIGH DENSITY RESIDENTIAL

EXISTING ZONING
R-1 SP AND R-3 SP (HARTER SPECIFIC PLAN)

PROPOSED ZONING
R-1 SP AND R-3 SP (HARTER SPECIFIC PLAN)

LEVEE PROTECTION
LEVEE DISTRICT NO. 9

ELEMENTARY SCHOOL DISTRICT
YUBA CITY UNIFIED SCHOOL DISTRICT

HIGH SCHOOL DISTRICT
YUBA CITY UNIFIED UNION HIGH SCHOOL DISTRICT

FIRE PROTECTION
CITY OF YUBA CITY

SANITARY SEWER
CITY OF YUBA CITY

DOMESTIC WATER
CITY OF YUBA CITY

STORM DRAINAGE
CITY OF YUBA CITY

ELECTRICITY
PACIFIC GAS AND ELECTRIC

NATURAL GAS
PACIFIC GAS AND ELECTRIC

TELEPHONE
AT&T

CABLE
COMCAST

GENERAL NOTES:

1. SUBDIVIDER RESERVES THE RIGHT TO PHASE DEVELOPMENT AND FILE MULTIPLE FINAL MAPS PURSUANT TO SECTION 66456.1 (A) OF THE SUBDIVISION MAP ACT.

2. A 19.5 FOOT PUBLIC UTILITY EASEMENT SHALL BE LOCATED ADJACENT TO ALL PUBLIC RIGHT OF WAYS EXCEPT ADJACENT TO CUL-DE-SAC THE PUBLIC UTILITY EASEMENT SHALL BE 10 FEET UNLESS OTHER WAS APPROVED BY CITY ENGINEER.

3. THIS EXHIBIT IS FOR TENTATIVE MAP PURPOSES ONLY, ACTUAL DIMENSIONS, ROAD ALIGNMENTS, ACREAGE, AND YIELDS ARE TO BE VERIFIED PRIOR TO FINAL MAP.

4. THIS IS AN APPLICATION FOR A DEVELOPMENT PERMIT.

5. VILLAGE NUMBERING IS FOR IDENTIFICATION PURPOSES ONLY AND DOES NOT INDICATE PHASING ORDER OF DEVELOPMENT. ULTIMATE DEVELOPMENT PHASING WILL BE ORDERLY AND WILL BE DETERMINED AT FINAL MAP AND/OR IMPROVEMENT PLAN STAGE.

6. ALL EXISTING STRUCTURES AND WELLS TO BE REMOVED PRIOR TO OR DURING CONSTRUCTION.

7. OWNERS, APPLICANT, ENGINEER, AND SURVEYOR SHALL RECEIVE ANY COMMUNICATIONS AND/OR NOTICES RELATED TO THIS PROJECT.

8. STREET TREES SHALL BE PLANTED PURSUANT TO CITY OF YUBA CITY STANDARDS. ADDITIONAL DETAIL SHALL BE PROVIDED ON THE IMPROVEMENT PLANS.

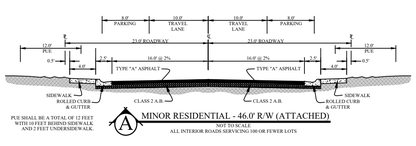
LEGAL DESCRIPTION:

THAT PARCEL OR LAND LYING WITHIN THE EAST HALF OF SECTION 17 TOWNSHIP 15 NORTH, RANGE 3 EAST, MOUNT DIABLO BASE AND MERIDIAN (APN 62-310-004) IN THE CITY OF YUBA CITY, SUTTER COUNTY, AND BEING DESCRIBED AS FOLLOWS:

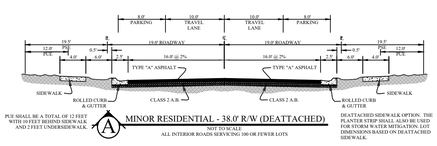
BEGINNING AT INTERSECTION OF THE NORTHERLY PROLONGATION OF THE EAST LINE OF THE LA PALOMA TRACT UNITS 1 AND 2, FILED IN BOOK 9 OF SURVEYS, PAGES 43 AND 51, SUTTER COUNTY RECORDS WITH THE SOUTHERLY LINE OF BUTTE HOUSE ROAD AS DESCRIBED IN DEED TO THE CITY OF YUBA CITY AND RECORDED AS SUTTER COUNTY DOCUMENT NO. 2005-0029548; THENCE SOUTH 0° 03' 54" EAST, ALONG SAID EAST LINE OF THE LA PALOMA TRACT, UNITS 1 AND 2, A DISTANCE OF 1102.74 FEET TO THE NORTHWEST CORNER OF THAT PARCEL DESCRIBED IN DEED TO THE CITY OF YUBA CITY AND RECORDED AS SUTTER COUNTY DOCUMENT NO. 2005-0029549; THENCE ALONG THE NORTHERLY BOUNDARY OF SAID YUBA CITY PARCEL THE FOLLOWING COURSES AND DISTANCES: EAST, 190.01 FEET; THENCE NORTH 77° 49' 50" EAST, 10.96 FEET; THENCE SOUTHERLY, ALONG A NON-TANGENT CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 481.00 FEET, A CENTRAL ANGLE OF 12° 09' 19", THE CHORD BEARS SOUTH 6° 04' 40" EAST, 101.85 FEET, AN ARC DISTANCE OF 102.04 FEET; THENCE SOUTH, 47.66 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET, THROUGH A CENTRAL ANGLE OF 25° 50' 31", AN ARC DISTANCE OF 13.53 FEET TO A POINT OF REVERSE CURVE; THENCE ALONG ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 141° 44' 56", AN ARC DISTANCE OF 123.70 FEET TO A POINT OF REVERSE CURVE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET, THROUGH A CENTRAL ANGLE OF 25° 50' 31", AN ARC DISTANCE OF 13.53 FEET; THENCE NORTH 89° 56' 06" EAST, 58.90 FEET; THENCE SOUTH 88° 32' 18" EAST, 52.27 FEET; THENCE SOUTH 87° 00' 42" EAST, 201.86 FEET; THENCE SOUTH 42° 52' 30" EAST, 28.63 FEET TO THE WEST LINE OF HARTER ROAD AS DESCRIBED IN DEED TO CITY OF YUBA CITY AND RECORDED AS SUTTER COUNTY DOCUMENT NO. 2005-0029548; THENCE LEAVING SAID NORTHERLY BOUNDARY OF THE YUBA CITY PARCEL RUN EAST, 58.00 FEET TO THE CENTER LINE OF HARTER ROAD AS HEREIN ABOVE DESCRIBED; THENCE NORTHERLY AND NORTHEASTERLY ALONG SAID CENTERLINE OF HARTER ROAD, 1150 FEET MORE OR LESS TO SAID SOUTHERLY LINE OF BUTTE HOUSE ROAD; THENCE NORTH 70° 17' 09" WEST, ALONG SAID SOUTHERLY LINE OF BUTTE HOUSE ROAD, 1230 FEET MORE OR LESS TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION LYING WITHIN THE BOUNDS OF SAID HARTER ROAD.

2 INDICATES PROPOSED PHASE

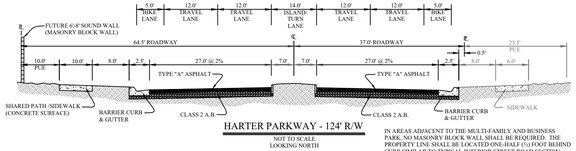


A MINOR RESIDENTIAL - 46.0' R/W (ATTACHED)
NOT TO SCALE
ALL INTERIOR ROADS SERVICING 100 OR FEWER LOTS



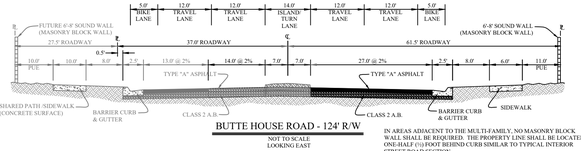
A MINOR RESIDENTIAL - 38.0' R/W (DEATTACHED)
NOT TO SCALE
ALL INTERIOR ROADS SERVICING 100 OR FEWER LOTS

DEATTACHED SIDEWALK OPTION: THE PLANTER STRIP SHALL ALSO BE USED FOR STORM WATER MITIGATION. LOT DIMENSIONS BASED ON DEATTACHED SIDEWALK.



HARTER PARKWAY - 124' R/W
NOT TO SCALE
LOOKING NORTH

IN AREAS ADJACENT TO THE MULTI-FAMILY AND BUSINESS PARK, NO MASONRY BLOCK WALL SHALL BE REQUIRED. THE PROPERTY LINE SHALL BE LOCATED ONE-HALF (½) FOOT BEHIND CURB SIMILAR TO TYPICAL INTERIOR STREET ROAD SECTION.



BUTTE HOUSE ROAD - 124' R/W
NOT TO SCALE
LOOKING EAST

IN AREAS ADJACENT TO THE MULTI-FAMILY, NO MASONRY BLOCK WALL SHALL BE REQUIRED. THE PROPERTY LINE SHALL BE LOCATED ONE-HALF (½) FOOT BEHIND CURB SIMILAR TO TYPICAL INTERIOR STREET ROAD SECTION.

M·H·M
ENGINEERS & SURVEYORS SINCE 1892
1204 E STREET, P.O. BOX B
MARYSVILLE, CA 95901
TEL: 530.742.6485
FAX: 530.742.5639

CITY OF YUBA CITY
CONDITIONS OF APPROVAL & MITIGATION MEASURES
TENTATIVE SUBDIVISION MAP 19-01
APRIL 28, 2021

HARTER ESTATES NORTH
APN: 62-310-004

NOTICE TO PROJECT APPLICANT

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

IMPORTANT: PLEASE READ CAREFULLY

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

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

All discretionary conditions of approval will ultimately be deemed mandatory unless appealed by the applicant to the City Council within 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 subdivision map, and references to "developer" or "applicant" herein also include any applicant, property owner, owner, leasee, operator, or any other person or entity making use of this tentative subdivision map.

CONDITIONS OF APPROVAL

1. The applicant/property owner agrees to defend, indemnify and hold harmless the City, its officers, agents and employees, from any and all claims, damages, liability or actions arising out of or connected with this approval, except to the extent such liabilities are caused by actions of the City.

2. The final lot design on the subdivision map shall be designed in conformance with TSM 19-01, 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. 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.

6. 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.

7. 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.

8. Storage of construction material is not allowed in the travel way.

9. The only hard surface (concrete or pavers) that can be placed in the street planter area other than the standard driveway serving the residence is 18" wide strips to accommodate the wheel path of vehicles unless authorized/approved by the Public Works Director.

10. A Subdivision 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.

11. The Post Construction Statement of Responsibility shall be recorded at the Sutter County Recorder's Office prior to recordation of map.

12. 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

13. 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.

14. 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 subdivision map and meet Sutter County Drainage requirements or as approved by the Public Works Director.

PRIOR TO APPROVAL OF THE IMPROVEMENT PLANS

15. Obtain all necessary approvals from City, State, and Federal agencies, utilities and other effected parties that are required for the project including, but not limited to, the preparation of drawings, studies, reports and permit applications, and payment of fees. Prior to City approval of improvement plans the Developer shall provide evidence, to the satisfaction of the Public Works Department, that all such obligations have been met.

16. 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. The above design shall be determined with criteria approved by the Public Works Department.
    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. The above design shall be determined with criteria approved by the Public Works Department.
    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.

17. The development shall comply with Yuba City's stormwater requirements and Post-Construction Standards Plan including any 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.

18. 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.

19. All development shall be designed to local, state, and federal flood standards.

20. 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 Butte House 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.

21. Striping, pavement markings and traffic signage shall be provided on all streets as necessary and as required by the Public Works Department. Signage restricting parking and red painted curbing shall be installed where appropriate. Speed limit signs shall be installed at locations determined by the Public Works Department. Twenty-five miles per hour speed limit signs shall be installed within the subdivision at locations determined by the Public Works Department. These proposed speed limit signs shall be shown on the Improvement Plans.

22. 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.

23. The Improvement Plans shall show provisions for the placement of centralized mail delivery units in the Public Utility Easement (PUE). Developer shall provide a concrete base for placement of the centralized mail delivery unit. Specifications and location of such base shall be determined pursuant to the applicable requirements of the Postal Service and the City Public Works Department, with due consideration for street light location, traffic safety, security, and consumer convenience.

24. 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 a California licensed structural engineer to the Public Works Department, prior to beginning construction."

PRIOR TO ACCEPTANCE OF THE PUBLIC IMPROVEMENTS

25. 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.

26. Butte House Road adjacent to the *multi-family lots* 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 23.5-foot public service easement (PSE) dedicated from the property line and 12.0-foot wide PUE adjacent to sidewalk with 2.0 foot located underneath the sidewalk. 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), 6.0-foot-wide sidewalk, street trees, and streetlights except as otherwise shown on the tentative map and approved by the Public Works Department. Landscaping shall be constructed as part of the home construction. The property line shall be located one-half (0.5) foot behind the back of curb.

27. Butte House Road adjacent to the *single-family lots* 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 61.5 feet together with a 12.0-foot wide PUE within right-of-way located adjacent to the sidewalk with 2.0 foot located underneath the sidewalk. Frontage improvements shall include street section, barrier curb, gutter, 8.0-foot-wide landscaped parkway strip (measured from back of curb), 6.0-foot-wide sidewalk, street trees, and streetlights except as otherwise shown on the tentative map and approved by the Public Works Department. The property line shall be located behind the solid-wall. The solid wall shall be constructed within the right-of-way. Landscaping shall be constructed as part of the home construction.

28. Harter Parkway adjacent to the *multi-family lots* 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 23.5-foot public service easement (PSE) dedicated from the property line and 12.0-foot wide PUE adjacent to sidewalk with 2.0 foot located underneath the sidewalk. 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. Landscaping shall be constructed as part of the home construction. The property line shall be located one-half (0.5) foot behind the back of curb.

29. Harter Parkway adjacent to the *single-family lots* 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 64.5 feet together with a 12.0-foot wide PUE within right-of-way located adjacent to the sidewalk with 2.0 foot located underneath the sidewalk. 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 property line shall be located behind the solid-wall. Landscaping shall be constructed as part of the home construction. The solid wall shall be constructed within the right-of-way.

30. The Developer has two roadway design options for of the interior residential streets:

    a. *Detached sidewalk* -- Streets shall be designed/constructed to a width of 37.0 feet back of curb to back of curb with parking permitted on both sides. Right-of-way shall be dedicated to a width of 38.0 feet together with a 19.5-foot PSE behind the right-of-way. Frontage improvements shall include street section, rolled curb, gutter, 6.0-foot-wide landscape parkway strip (measured from back of curb), 4.0-foot-wide sidewalk, street trees, and streetlights. A 12.0-foot wide (PUE) shall be located adjacent to the sidewalk with 2.0 foot located underneath the sidewalk.

        i. The landscape plan for the front yard, including the area between the sidewalk and curb, shall be handled by each individual lot improvement. The irrigation system shall be designed to accommodate the street tree and shall meet the City's Model Water Efficient Landscape Ordinance.

        ii. The landscaping in the parkway strip is to have a coordinated theme referenced on the public improvement plans, or as approved by the Development Service Director.

    b. *Attached sidewalk* -- Streets shall be designed/constructed to a width of 37.0 feet back of curb to back of curb with parking permitted on both sides. Right-of-way shall be dedicated to a width of 46.0 feet. Frontage improvements shall include street section, rolled curb, gutter, a 4.0-foot-wide attached sidewalk, and streetlights. A 12.0-foot-wide PUE shall be located adjacent to the sidewalk with 2.0 foot located underneath the sidewalk.

        i. At minimum one City approved street tree shall be planted in the front yard of each lot. Any variation as to location of tree and/or type of tree shall be approved by the Development Services Director.

        ii. The landscape plan for the front yard shall be handled by each individual lot improvement.

31. Prior to final paving, the Developer shall vacuum test all manholes to ensure no leakage will occur.

32. 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.

33. The contractor shall maintain record drawings of the improvements and keep them on site at all times. When the project is complete, the contractor shall deliver a marked set of plans to the Engineer of Record. The Engineer of Record shall update the improvement plans with the record information. Once the changes have been added to the plans, the Engineer of Record shall submit both an electronic copy (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.

34. The existing power poles along the property on Butte House Road and Harter Parkway shall be placed underground or in accordance with the City's Overhead Utility Policy adopted March 17, 2020. The total lineal foot length of overhead lines along Butte House Road, is approximately 1,235 lineal feet. The total lineal foot length of overhead lines along Harter Parkway, is approximately 320 lineal feet.

35. The existing power poles along the former Harter Road shall be removed or placed underground.

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

PRIOR TO FINAL MAP RECORDATION

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

38. 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, the irrigation, the street lights, the round-a-bout, any barricades, and the masonry walls. The City shall be reimbursed actual costs associated with the formation of the district.

PRIOR TO ISSUANCE OF A BUILDING PERMIT

39. Parcel 62-310-004 is 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.

40. 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

41. 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.

42. The Developer shall, prior to the issuance of the first certificate of occupancy of the first residence in each phase, install the perimeter subdivision wall and/or fence in place to the satisfaction of the Public Works Department.

43. 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) on the residential lot adjacent to the City Water Storage Tank Parcel (Lot

25), adjacent to Multi-Family parcel (Lot 1 of Phase 1), and adjacent to Harter Parkway (Lots 1 through 4), [as said Phase is shown on Tentative Subdivision Map dated May 4, 2015] in place to the satisfaction of the Public Works Director and/or the Development Services Director.

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

45. 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.

PROJECT SPECIFIC CONDITIONS

46. To limit visibility and conflicting views of existing residential properties, the residential lots of the proposed development adjacent to existing single-story homes located on the western boundary are to be restricted to single story construction, or any window sills on the upper floor of a two-story residence are to be a minimum of 6.0 feet above the floor, or as otherwise approved by the Development Services Director.

47. There shall be a landscaped neighborhood entry feature at the intersection of George Drive and Harter parkway, and at the intersection of South Elmer Road and Butte House Road. (Harter Specific Plan DS 26)

48. The entire width of South Elmer Road (from back of walk on the west side to back of curb on the east side) shall be constructed in Phase 1 and in Phase 2.

49. Residential streets shall be less than 800 feet in length unless the street is interrupted by a change of direction of not less than 10 degrees or a roundabout approved by the Public Works Department. (Harter Specific Plan DS 89)

50. Alternative driveway designs shall be as stated in the Harter Specific Plan. (Harter Specific Plan DS 104)

51. The walkway from Piner Court to Butte House Road shall be dedicated to the City.

52. The Developer shall extend the 21-inch sanitary sewer trunk line main from current terminus in Harter Parkway at the Jefferson Road/Poole Blvd and Harter Parkway intersection to the intersection of Harter Parkway and Butte House Road.

53. The Developer shall construct necessary storm drain facilities in Butte House Road from the intersection of Harter Parkway and Butte House Road to the western boundary of the property in accordance with the current storm drainage master plan. The size of the storm drain main shall be approved by the Public Works Director.

CITY OF YUBA CITY
STAFF REPORT

Date: June 4, 2024
To: Honorable Mayor & Members of the City Council;
From: Public Works
Presentation By: Kevin Bradford, Deputy Public Works Director - Engineering

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Summary

Subject: Harter Parkway Corridor Improvement Project (Reject Bids)

Recommendation: Adopt a Resolution with the following actions

A. Rejects all bids received for Contract No. 24-01, Harter Parkway Corridor Improvement Project, in accordance with Public Contract Code Section 22038(a)

B. Approves the modified plans and specifications and authorizes the Public Works Department to re-advertise for bids for Contract No. 24-01, Harter Parkway Corridor Improvement Project, in accordance with Public Contract Code Section 22038(a)(1)

Fiscal Impact: $1,569,000 – Total Project Cost – Account No. 1331 (Harter Parkway Corridor)

Purpose:

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

Council's Strategic Goal:

This project addresses multiple City Council Strategic Goals: maintaining the financial stability and sustainability of the City, enhancing the business-friendly environment for the City, and developing the City's infrastructure.

Background:

Since May 2022, City staff have been coordinating with staff from the Sacramento Area Council of Governments' (SACOG's) to develop the Harter Parkway Corridor Improvement Project in support of SACOG's Green Means Go initiative. This initiative is a multi-year pilot program to lower gas emissions in the six-county Sacramento region, which includes Sutter County, by accelerating infill development, maximizing travel options, and encouraging electric charging infrastructure. The program is anticipated to bring additional State funding to our region.

The Harter Parkway Corridor Improvement Project includes construction of an 18-inch diameter sanitary sewer trunk main, along with related roadway restoration improvements, and is intended to encourage development of a future multi-family housing project at the southwest corner of Harter Parkway and Butte House Road (Attachment 2).

On February 6, 2024, Council approved the plans and specifications, and authorized the Public Works Department to advertise the project for public bids.

Analysis:

The Harter Parkway Corridor Improvement Project was advertised for bids beginning March 20, 2024. Plans and specifications were posted on publicpurchase.com and provided to local builder/contractor exchanges. On April 25, 2024, four (4) bids were received and opened by the City Clerk. A list of the bids received and the Engineer's Estimate are shown below:

Company	Total Bid
JPB Designs, Inc., Orangevale	$1,360,560.00
Lamon Construction Co. Inc., Yuba City	$1,859,459.30
SubTerra Construction, Inc., San Francisco	**$2,132,950.00**
Lafleur Engineering, Inc., Roseville	$2,323,805.00
Engineer's Estimate	*$1,358,004.00*

JPB Designs and Lamon Construction did not comply with Disadvantage Business Enterprise bidding requirements mandated by State funding sources. SubTerra Construction, Inc., of San Francisco is therefore the low, responsible, and responsive bidder.

While one non-responsive bid came in at the Engineer's Estimate, the remaining bids came in over estimates by a significant amount (37-71%). From reviewing the bid information and discussions with contractors, the price was affected primarily by uncertainty with the groundwater elevation (the proposed sewer is up to 22 feet deep) and uncertainty regarding the presence of sandy soil conditions. Since the project was advertised, data from exploratory excavations in the area provide valuable information for bidders to refine their estimates.

Additionally, the Governor's draft budget proposes cutting the State funding for the Green Means Go in half. The developer of the nearby Harter North residential subdivision has expressed concerns with the timing of the sewer installation adjacent to that development while funding issues are resolved and desires to construct those improvements itself.

At this point it is in the City's best interest to reject all bids and re-advertise the project with clarified Disadvantage Business Enterprise requirements, inclusion of recent groundwater and soil data, and the portion adjacent to the Harter North subdivision as being constructed by others, all in order to obtain the most cost competitive bid.

The revised 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.

With re-advertisement of the project, staff anticipates the following schedule to complete the project:

Re-advertise for Bid:	June 5, 2024
Open Bids:	July 2, 2024
Award Contract:	July 16, 2024
Start of Construction:	September 2024
Completion:	December 2024 (weather permitting)

Fiscal Impact:

The estimated total construction cost for the project is approximately $1,569,000, including the

construction contract, contingency, and construction management/inspection. This estimate is increased from the prior estimate of $218,000 to accommodate the changes in the project.

Detailed fiscal impacts will be provided at the time of award after bids have been opened, including a potential request to transfer American Rescue Plan Act funds to this project. Approval of any necessary adjustments to Account No. 1331 (Harter Parkway Corridor) will be requested from Council at that time.

Alternatives:

1. Award the project to SubTerra Construction, Inc., as the low, responsive and responsive bidder.
2. Reject the bids and either re-advertise the project as-is or direct staff to modify the project further prior to re-advertising.
3. Reject the bids and do not re-advertise.

Recommendation:

Adopt a Resolution with the following actions:

1. Reject all bids received for Contract No. 24-01, Harter Parkway Corridor Improvement Project, in accordance with Public Contract Code Section 22038(a)
2. Approves the modified plans and specifications and authorizes the Public Works Department to re-advertise for bids for Contract No. 24-01, Harter Parkway Corridor Improvement Project, in accordance with Public Contract Code Section 22038(a)(1)

Attachments:

1. Resolution - Harter Corridor Improvements - Reject Bids
2. Location Map

Prepared By:	Submitted By:
Kevin Bradford	Diana Langley
Deputy Public Works Director - Engineering	City Manager

ATTACHMENT 1

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY REJECTING BIDS FOR THE HARTER PARKWAY CORRIDOR IMPROVEMENT PROJECT (24-01) AND AUTHORIZING RE-ADVERTISEMENT FOR BIDS ON THE PROJECT

WHEREAS, the City of Yuba City (City) advertised for bids for the City's Harter Parkway Corridor Improvement Project (Project); and

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

JPB Designs, Inc., Orangevale	$1,360,560.00
Lamon Construction Co. Inc., Yuba City	$1,859,459.30
SubTerra Construction, Inc., San Francisco	$2,132,950.00
Lafleur Engineering, Inc., Roseville	$2,323,805.00; and

WHEREAS, the two lowest bidders did not comply with Disadvantage Business Enterprise bidding requirements mandated by State funding sources and therefore must be deemed non-responsive; and

WHEREAS, bidders noted uncertainty in the current status of groundwater conditions and native soil types; and

WHEREAS, a portion of the project could be more favorably suited to construction by another party.

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

1. That all of the facts set forth in the recitals above are true and correct and incorporated herein.

2. The four (4) bids received as noted above are hereby rejected.

3. The revised plans and specifications for the Project are hereby approved and the Public Works Department is hereby authorized and directed to re-advertise for bids for the Project.

4. 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 4th day of June, 2024.

AYES:

NOES:

ABSENT:

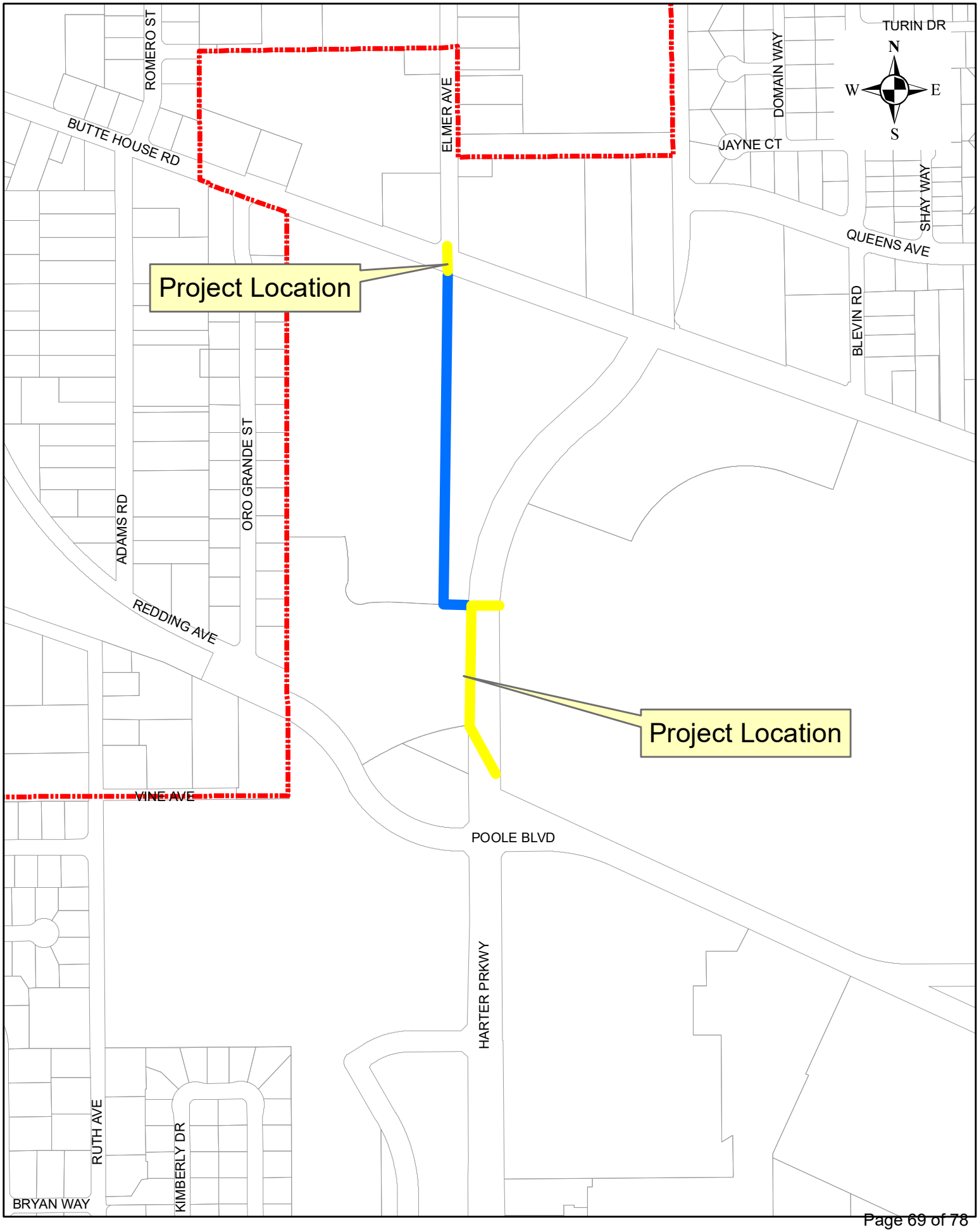
Shon Harris, Mayor

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY:

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

ATTACHMENT 2



CITY OF YUBA CITY
STAFF REPORT

Date: June 4, 2024
To: Honorable Mayor & Members of the City Council;
From: Administration Department
Presentation By: Diana Langley, City Manager

Summary

Subject: Sale of 2761 Quail Pointe Drive

Recommendation: Adopt a Resolution that:

A. Authorizes the City Manager to execute an Agreement for Purchase and Sale of Real Property located at 2761 Quail Pointe Drive (APN 061-012-021), and all other necessary documents, in the amount of $20,000, in substantially the same material terms and conditions and subject to approval as to legal form by the City Attorney

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

Fiscal Impact: Sale Price - $20,000 plus savings associated with no longer maintaining the property

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Purpose:

To sell 2761 Quail Pointe Drive, 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:

2761 Quail Pointe Drive 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 1.4 miles away. An

appraisal was prepared by Owen & Associates, and the appraised value is $20,000. Property owners within the area, Samuel and Megan Escheman and Chris and Faith Burns, agreed to purchase the property at the appraised value.

Fiscal Impact:

The sale price is $20,000 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 2761 Quail Pointe Drive (APN 061-012-021), and all other necessary documents, in the amount of $20,000, in substantially the same material terms and conditions and subject to approval as to legal form by the City Attorney.

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

Attachments:

1. Resolution - 2761 Quail Pointe Drive

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 2761 QUAIL POINTE DRIVE (APN 061-012-021), AND ALL OTHER NECESSARY DOCUMENTS, IN THE AMOUNT OF $20,000, TO SAMUEL AND MEGAN ESCHEMAN AND CHRIS AND FAITH BURNS, AND AUTHORIZE THE FINANCE DIRECTOR TO PLACE SALE PROCEEDS IN THE WATER FUND

WHEREAS, on September 1, 2020, the City Council declared 2761 Quail Pointe Drive 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 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 $20,000; and

WHEREAS, property owners within the area, Samuel and Megan Escheman and Chris and Faith Burns, 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 2761 Quail Pointe Drive (APN 061-012-021), and all other necessary documents, in the amount of $20,000, to Samuel and Megan Escheman and Chris and Faith Burns, in substantially the same material terms and conditions and subject to approval as to legal form by the City Attorney

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 4th day of June, 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

CITY OF YUBA CITY
STAFF REPORT

Date: June 4, 2024
To: Honorable Mayor & Members of the City Council;
From: Administration Department
Presentation By:

Summary

Subject: Proposed Fiscal Year 2024-2025 Operating Budget and Capital Improvement Project Budget

Recommendation: Conduct a workshop to review the Proposed FY 24/25 Operating and Capital Improvement Project Budgets. Discussion and direction to staff

Fiscal Impact:

Attachments:
None

Prepared By:
Name
Title

Submitted By:
Name
Title

Future Agenda Items

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

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

Reports and Communications

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

City Council Reports

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

Adjournment