AGENDA

OCTOBER 15, 2024

REGULAR MEETING OF SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY AND 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 OF SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY
AND
CITY COUNCIL - CITY OF YUBA CITY
OCTOBER 15, 2024

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

Materials related to an item on this Agenda submitted to the Successor Agency to the Redevelopment Agency and 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_Ra1vB-2FQ0K6a-xfg-qxpg. Emailed comments sent to cityclerk@yubacity.net at least 24 hours before the meeting will be distributed to the Successor Agency to the Redevelopment Agency and City Council prior to the meeting. Please identify the Agenda item(s) addressed in 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

Ceremonial Presentations

1. **Sikh Awareness and Appreciation Month Proclamation**
2. **Code Enforcement Officer Appreciation Week Proclamation**
3. **Sutter County Memorial Museum Flood Exhibit Presentation**
4. **Sam Brannan Park Update**

Public Communication

5. 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.

6. Minutes of the October 1, 2024 Regular Meeting of the Successor Agency to the Redevelopment Agency and City Council

Recommendation: Approve the Minutes of the October 1, 2024 Regular Meeting of the Successor Agency to the Redevelopment Agency and City Council

7. Johnson Ranch Estates (Annexation #6 of property in CFD 2021-1)

Recommendation: Adopt a Resolution annexing a certain area, Johnson Ranch Estates, 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 Sixth Amendment to the Notice of Special Tax Lien, in the office of County Recorder of the County of Sutter

8. Johnson Ranch Estates – Subdivision Agreement and Final Map Approval

Recommendation: Adopt a Resolution approving the execution of a Subdivision Agreement with K. Hovnanian Homes Northern California, Inc., a California Corporation providing for public improvements associated with the Johnson Ranch Estates Subdivision Map, approving the Johnson Ranch Estates Final Map, accepting dedication of rights-of-way and easements shown thereon, and authorizing the filing of the map. [Subdivision is located on West Onstott Frontage Road approximately 1,100 feet south of Pease Road]

9. Center Street Lighting Project - Electrical Contract Award

Recommendation: Adopt a Resolution which takes the following actions:

A. Adopts a CEQA Class 1 Categorical Exemption (Existing Facilities) set forth in CEQA Guidelines Section 15301

B. Awards a construction contract to Koranda Electric, Inc. DBA Richall Electric of Sutter, CA in the amount of their total bid of $117,798.95

C. Authorizes the City Manager to execute the contract on behalf of the City, subject to review and approval as to legal form by the City Attorney

Business Items

10. Landscape Maintenance District No. 1, Zone of Benefit B

Recommendation: Accept staff's presentation on Landscape Maintenance District No. 1, Zone of Benefit B, and provide direction to staff on next steps

11. Bogue Road Sewer Extension Project

Recommendation: Adopt a Resolution approving the plans and specifications and authorizing advertisement for bids for the Bogue Road Sewer Extension Project

12. 2024 Nagar Kirtan Sikh Parade

Recommendation: Receive an update from the Sikh Parade Ad Hoc Committee on the planning efforts for the 2024 Nagar Kirtan Sikh Parade

Future Agenda Items

13. 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

14. City Manager's Report

15. City Council Reports

Adjournment

Proclamation

OF THE CITY COUNCIL

SIKH AWARENESS AND APPRECIATION MONTH

November 2024

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

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

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

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

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

WHEREAS, The Sikh Temple under the leadership of their President Sarb Thiara and their Board of Directors will host the upcoming 45th Nagar Kirtan which includes the annual Sikh Parade

NOW, THEREFORE, BE IT RESOLVED, that I, Shon Harris, Mayor of the City of Yuba City and on behalf of the entire City Council, do hereby proclaim the month of November 2024 to be SIKH AWARENESS AND APPRECIATION MONTH.

Done this 15th day of October 2024, at the City of Yuba City, County of Sutter, State of California.

YUBA CITY

Shon Harris

MAYOR

Proclamation

OF THE CITY COUNCIL

CODE ENFORCEMENT OFFICERS WEEK

2nd Week of October 2024

WHEREAS, Code Enforcement Officers provide for the safety, health and welfare of citizens in our community through the enforcement of local, state and federal laws and ordinances dealing with various issues of building, zoning, housing, animal control, and environment; and

WHEREAS, Code Enforcement Officers have challenging and demanding roles and often do not receive recognition for the work they do in improving quality of life for residents and businesses; and

WHEREAS, the role of many Code Enforcement Officers has expanded in recent years with jurisdictions increasingly relying on the expertise and training of Code of Enforcement Officers in dealing with the growing challenge of the unhoused and transient population, and

WHEREAS, Code Enforcement Officers are dedicated, highly qualified and highly trained professionals who share the goals of preventing neighborhood deterioration, enhancing communities, ensuring safety, and preserving property values through knowledge, training and application of housing, zoning, and nuisance laws; and

WHEREAS, Code Enforcement Officers often have a highly visible role in the communities they serve and regularly interact with the public, business owners and a variety of federal, state, county, and local officials in their capacity as a Code Enforcement Officer; and

WHEREAS, the City of Yuba City wants to recognize and honor Code Enforcement Officers that serve our community and acknowledge their role in leading the way to improve quality of life within our communities

NOW, THEREFORE, BE IT RESOLVED, that I, Shon Harris, Mayor of the City of Yuba City and on behalf of the entire City Council do hereby proclaim the second week of October be known as Code Enforcement Officer Appreciation Week and call upon its residents to join in recognizing and expressing their appreciation for the dedication and service by the those who serve as our Code Enforcement Officers.

Done this 15th day of October 2024, at the City of Yuba City, County of Sutter, State of California.

YUBA CITY

Shon Harris

MAYOR

Sutter County Memorial Museum

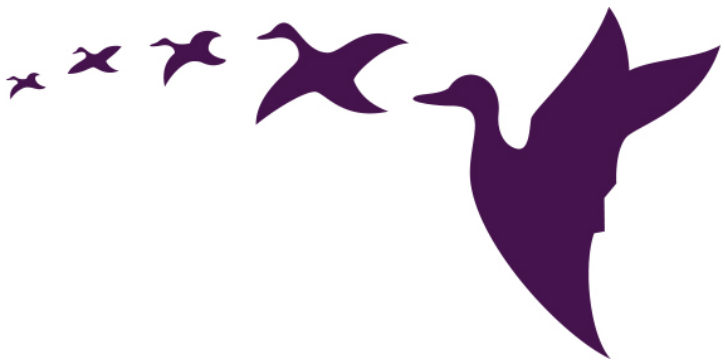
Flood Exhibit Presentation

Sam Brannan Park Update

Police Department: Brian Baker, Chief of Police

Parks Department: Ann Gillen, Director

Code Enforcement: Ben Moody, Director



Public Communication

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

Procedure

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

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

Request for additional time to address Council

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

Procedure

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

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

Or email to:

Jackie Sillman, City Clerk
cityclerk@yubacity.net

CITY OF YUBA CITY
STAFF REPORT

Date: October 15, 2024
To: Honorable Mayor & Members of the City Council;
From: Administration Department
Presentation By: Ciara Wakefield, City Clerk Administrator

Summary

Subject: Minutes of the October 1, 2024 Regular Meeting of the Successor Agency to the Redevelopment Agency and City Council

Recommendation: Approve the Minutes of the October 1, 2024 Regular Meeting of the Successor Agency to the Redevelopment Agency and City Council

Fiscal Impact: None

Attachments:
1. 10-01-2024 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 OF YUBA CITY

OCTOBER 1, 2024

5:30 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 5:30 PM

Roll Call

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

Absent: None

Closed Session

A. Conference with Labor Negotiators (Pursuant to Government Code, Section 54957.6.)
Agency designated representatives: Diana Langley, City Manager, Natalie Springer, Human Resources Director, Ann Gillen, Community Services Director, Spencer Morrison, Finance Director, Ben Moody, Public Works and Development Services Director, Brian Baker, Police Chief, Jesse Alexander, Fire Chief
Employee organizations: Yuba City Police Officers; Police Sergeants; Yuba City Firefighters Local 3793; Yuba City Fire Management; First Level Managers, Mid Managers, Police Sworn Mid Managers; and Public Employees Local No. 1
Unrepresented employees: Confidential Employees, Executive Services Employees

Regular Meeting

The Regular Meeting of the City Council was called to order by Mayor Harris at 6:01 PM

Roll Call

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

Absent: None

Invocation/Inspiration

Wade Kirchner, Councilmember

Pledge of Allegiance to the Flag

Michael Pasquale, Councilmember

City Attorney's Report on Closed Session Items

City Attorney Shannon Chaffin

Agenda Modifications

No changes were made

Ceremonial Presentations

1. Quarterly Development Update Presentation by Ashley Potočnik, Development Liaison

Ashley Potočnik, Development Liaison, gave a presentation

Seth James spoke

Public Communication

2. Appearance of Interested Citizens

Seth James spoke

Consent Calendar

Vice-Mayor Shaw moved and Councilmember Pasquale seconded the motion to approve Consent Calendar items 3-7:

3. Minutes of the September 17, 2024 Regular Meeting of the City Council

Approve the Minutes of the September 17, 2024 Regular Meeting of the City Council

4. Code Enforcement and Fleet Maintenance Personnel Actions

A. Adopt **Resolution 24-128**:

1. Approving a side letter with the Public Employees' Union, Local 1/AFSCME 57 bargaining unit to modify their represented classifications to accommodate the updated classifications approved by Council in the Fiscal Year 24/25 operating budget for the Public Works and Development Services Departments for code enforcement and fleet maintenance functions
2. Authorizing the Finance Director to amend the salary schedule to alter existing classifications to reflect the personnel changes approved by Council in the Fiscal Year 24/25 operating budget
3. Reclassifying code enforcement and fleet maintenance incumbent employees in positions impacted by the updated classifications adopted in the Fiscal Year 24/25 operating budget

B. Adopt **Resolution 24-129**:

1. Approving a side letter with the First Level Managers bargaining unit to establish a fleet maintenance tool allowance for the Fleet Maintenance Supervisor

2. Approving a side letter with the Public Employees' Union, Local 1/AFSCME 57 bargaining unit to establish a fleet maintenance tool allowance for the Fleet Maintenance Mechanic I/II and Fleet Maintenance Mechanic – Senior classifications

C. Authorize the Finance Director to make budget adjustments as necessary

5. Redevelopment Agency Recording on Property Title - Southwest Corner of C Street and Wilbur Avenue (APN 052-380-017)

Adopt **Joint Resolution 24-130** confirming that the Successor Agency of the former Redevelopment Agency of the City of Yuba City will not enforce against Sutter Valley Medical Foundation the terms of redevelopment proceedings or otherwise impose liability upon Sutter Valley Medical Foundation through such proceedings.

6. Letter of support for Beale Air Force Base to host the Collaborative Combat Aircraft Mission

Authorize the Mayor to submit a Letter of Support for the placement of the Collaborative Combat Aircraft (CCA) mission at Beale Air Force Base

7. Rezone 24-02: Sutter County Schools Career Training and Conference Center Ordinance Adoption

Adopt **Ordinance 009-24** of the City Council of the City of Yuba City to adopt Rezone 24-02 for the Sutter County Schools Career Training and Conference Center project located at the southeast corner of Harter Parkway and an extension of Spirit Way (Assessor's Parcel Number: 63-010-146 and -147) by title only, and waive the second reading.

The motion was passed unanimously

Business Items

8. Community Sponsorship

Tony Kurlan spoke
Seth James spoke

Councilmember Kirchner moved and Councilmember Boomgaarden seconded the motion to:

Consider the monetary sponsorship request from SAYLove. If approved: Adopt **Resolution 24-131** to approve a monetary sponsorship request to SAYLove for $5,000.00

The motion was passed with three (3) votes
[No votes: Vice-Mayor Shaw and Councilmember Pasquale]

9. 2024 Nagar Kirtan Sikh Parade

Receive an update from the Sikh Parade Ad Hoc Committee on the planning efforts for the 2024 Nagar Kirtan Sikh Parade

No action taken. Information only

Future Agenda Items

10. Future Agenda Items

Vice-Mayor Shaw would like to review/revise the Community Sponsorship Policy

Reports and Communications

11. City Manager's Report

12. City Council Reports

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

Adjournment

Mayor Harris adjourned the Regular Meeting of the City Council at 6:49 PM

_____
Shon Harris, Mayor

ATTEST:

_____
Ciara Wakefield, Deputy City Clerk

CITY OF YUBA CITY
STAFF REPORT

Date: October 15, 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: Johnson Ranch Estates (Annexation #6 of property in CFD 2021-1)

Recommendation: Adopt a Resolution annexing a certain area, Johnson Ranch Estates, 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 Sixth Amendment to the Notice of Special Tax Lien, in the office of County Recorder of the County of Sutter

Fiscal Impact: This CFD annexation will provide $518.99 per single family unit annually, with provisions for inflation

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Purpose:

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

Council's Strategic Goals:

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

Background:

The City's adopted policy and Project Conditions of Approval for new residential development include a requirement that the development pay for its share of operations and/or maintenance for police, fire, parks, drainage, and ongoing street maintenance costs. On May 23, 2023, the Planning Commission approved Tentative Map SM 22-09, Johnson Ranch Estates, to subdivide 15.84 acres into 82 single family residential parcels located on West Onstott Frontage Road approximately 1,100 feet south of Pease Road. Planning Commission Condition of Approval No. 41 (in the Amended Condition of Approval, it is No. 39) contains the requirement to pay for operations and/or maintenance for police, fire, parks, drainage, and ongoing street maintenance costs.

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

1. Police
2. Fire
3. Recreation and Library

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

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

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

Analysis:

The Developer of Johnson Ranch Estates has executed an Unanimous Approval of Annexation to a Community Facilities District (CFD 2021-1) to satisfy this condition. Johnson Ranch Estates will be the sixth property to annex to CFD 2021-1 (Annexation No. 6), and will be subject to the special taxes therein.

In Resolution 21-048, Council directed the preparation of the Report for CFD 2021-1 to show the services to be provided in CFD 2021-1. The Hearing Report for CFD 2021-1 follows the same methodology used in the formation of CFD 2017-1, which initially established a maximum levy of $425 annually per single family residential unit with an escalation factor equal to the percentage escalation of the City's combined Police and Fire Department budgets, up to a maximum escalation of 4 percent. The current levy in fiscal year 2024/25 is $518.99 annually per single family residential unit and $378.56 annually per multi-family residential unit, which will be subject to future escalation in accordance with the rate and method of apportionment of the special tax.

A Notice of Special Tax Lien is to be recorded concurrently with the boundary map (Annexation No .6 – Johnson Ranch Estates) in the Office of the County Recorder for the County of Sutter, State of California. The lien of the Special Tax is a continuing lien which shall secure each annual levy of the Special Tax within the area of Annexation No. 6 (Johnson Ranch Estates).

Fiscal Impact:

A total of 82 residential parcels are contained in Johnson Ranch Estates resulting in a total current annual levy of $42,557.18, based on fiscal year 2024/25 rates.

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

Alternatives:

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

Recommendation:

Adopt a Resolution annexing a certain area, Johnson Ranch Estates, 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 Sixth Amendment to the Notice of Special Tax Lien, in the office of County Recorder of the County

of Sutter.

Attachments:
1. Resolution approving Annexation No. 6 (Johnson Ranch Estates) to CFD 2021-1
2. Sixth Amendment to Notice of Special Tax Lien

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

ATTACHMENT 1

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY IN ITS CAPACITY AS THE LEGISLATIVE BODY OF THE CITY OF YUBA CITY COMMUNITY FACILITIES DISTRICT NO. 2021-1 (MUNICIPAL SERVICES) APPROVING ANNEXATION NO. 6 (JOHNSON RANCH ESTATES) TO SAID DISTRICT RELATING TO THE PROPERTY LOCATED ON WEST ONSTOTT ROAD, APPROXIMATELY 1,100 FEET SOUTH OF PEASE ROAD.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, the City Council now wishes to approve this Annexation No. 6 of the Property pursuant to the simplified process for annexations under Sections 53328.1, 53339.7 and/or 53339.8 of the Act and add Annexation No. 6 (Johnson Ranch Estates) as part of the CFD.

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

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

2. Unanimous Approval. The City Council hereby receives and files the Unanimous Approval as Annexation No. 6 (Johnson Ranch Estates) to the CFD, and hereby further authorizes and directs the officers of the City to do any and all things to execute and delivery all documents they may deem necessary or advisable in order to consummate the transaction described herein and to effectuate the purpose of this Resolution.

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

4. Consolidation of Annexed Map. The City Council hereby determines that the territory described in Exhibit C hereto, and further defined in the map entitled "Annexation Map No. 6 (Johnson Ranch Estates) of City of Yuba City Community Facilities District No. 2021-1 (Municipal Services), City of Yuba City, County of Sutter, State of California" which is on file with the City Clerk, is added to and part of the CFD with full effect. The City Clerk is hereby authorized and directed to endorse the certificates set forth on the map and to record the map in accordance with the provisions of Sections 3111, 3113 and 3113.5 of the Streets and Highways Code of the State of California.

5. Validity of Procedures. The City Council hereby finds and determines that all prior proceedings and actions taken by the City Council pursuant to the Act in connection with the formation, voluntary annexation area and annexation of territory to the CFD, including this Annexation No. 6 (Johnson Ranch Estates)

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

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

[SIGNATURES ON FOLLOWING PAGE]

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 15th day of October, 2024, by the following vote:

AYES:

NOES:

ABSENT:

Shon Harris, Mayor

ATTEST

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM:

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

Exhibits:

A. Assessor parcel Numbers and Owners of Land
B. Unanimous Approval
    a) Exhibit A – Description of Services
    b) Exhibit B – Annexation No. 6, Rate and Method of Apportionment
    c) Exhibit C – Annexation Map No. 6 of Johnson Ranch Estates

EXHIBIT A

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

ANNEXATION NO. 6 (JOHNSON RANCH ESTATES)

ASSESSOR'S PARCEL NUMBERS AND OWNERS OF LAND

Assessor Parcel No(s)	**Name of Property Owner**
059-030-008-000 and 059-030-009-000	K. Hovnanian Homes Northern California, Inc., a California Corporation

That will become 82 lots with assessor parcel numbers

059-030-TBD	K. Hovnanian Homes Northern California, Inc., a California Corporation

EXHIBIT B

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

ANNEXATION NO. 6 (JOHNSON RANCH ESTATES)

UNANIMOUS APPROVAL

[attached]

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

City of Yuba City

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

Annexation No. 6 (Johnson Ranch Estates)

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

Members of the City Council:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Assessor's Parcel Number(s):

APN	Acreage	Anticipated Units	Property Owner
059-030-008-000 & 59-030-009-000	15.84	82	K. Hovnanian Homes Northern California, Inc., a California Corporation

Acres: 15.84

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

Annexation No. 6 (Johnson Ranch Estates)

Property Owner

By: K. Hovnanian Homes Northern California, Inc., a California Corporation

By: _____

Print Name: Yahya "John" Baayoun
Title: Division President

Notice Address

K. Hovnanian Homes Northern California, Inc.

3721 Douglas Blvd, Suite 150

Roseville, CA 95661

EXHIBIT A

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

DESCRIPTION OF SERVICES

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

PUBLIC SERVICES

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

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

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

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

EXHIBIT B

City of Yuba City

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

RATE AND METHOD OF APPORTIONMENT

The Special Tax shall be levied in Annexation No. 6 (Johnson Ranch Estates) in accordance with the Rate and Method of Apportionment of Special Tax for City of Yuba City Community Facilities District No. 2021-1 (Municipal Services) pursuant to the rate set forth in the attachment hereto.

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

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

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

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

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

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

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

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

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

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

"Base Year" means Fiscal Year 2020-2021.

"City" means the City of Yuba City.

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

"County" means Sutter County, California.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CATEGORIZING PARCELS FOR ANNUAL TAX LEVY

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

B. MAXIMUM SPECIAL TAX RATE

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

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

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

Table 1

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

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

C. METHOD OF LEVY AND COLLECTION OF SPECIAL TAX

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

D. LIMITATIONS

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

E. FUTURE ANNEXATIONS

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

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

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

F. INTERPRETATION OF SPECIAL TAX FORMULA

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

G. TERM

The Special Tax shall be collected in perpetuity.

H. APPEALS

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

EXHIBIT C

Yuba City

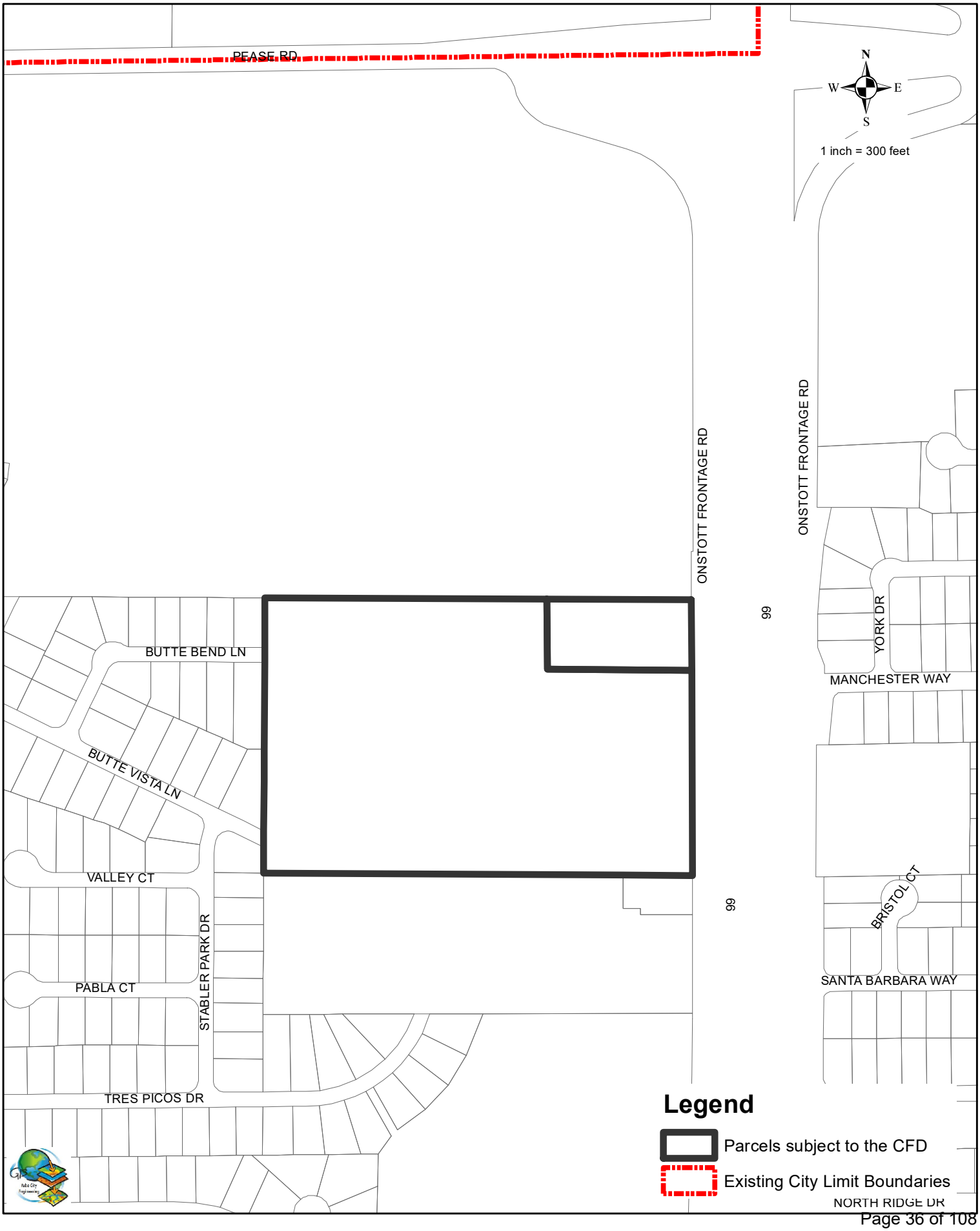
Community Facilities District No. 2021-1
(Municipal Services)

ANNEXATION MAP NO. 6 (JOHNSON RANCH ESTATES) OF YUBA CITY COMMUNITY FACILITIES DISTRICT NO. 2021-1

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

[see attached]

Proposed Boundary Map of CFD No. 2021-1 Annexation No. 6
Johnson Ranch Estates
City of Yuba City, Sutter County, California



ATTACHMENT 2

SIXTH AMENDMENT TO NOTICE OF SPECIAL TAX LIEN

City of Yuba City
Community Facilities District No. 2021-1
(Municipal Services)
Annexation No. 6 (Johnson Ranch Estates)

Pursuant to the requirements of Sections 3114.5 and 3117.5 of the Streets and Highways Code and Government Code Section 53311, et seq., the undersigned City Clerk of the City of Yuba City, acting on behalf of City of Yuba City Community Facilities District No. 2021-1 (Municipal Services) (the "CFD"), HEREBY GIVES NOTICE that a lien is hereby imposed on taxable property within the property described herein Annexation No. 6 (Johnson Ranch Estates), which has been annexed to the CFD to secure payment of a special tax ("Special Tax") which the City Council of the City of Yuba City (the "City"), County of Sutter (the "County"), State of California, is authorized to annually levy for the following purpose of financing the following services:

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

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

The Special Tax is authorized to be levied within the CFD that has now been officially formed and includes Annexation No. 6 (Johnson Ranch Estates) and the lien of the Special Tax is a continuing lien which shall secure each annual levy of the Special Tax and which shall continue in force and effect until the special tax obligation is prepaid, if applicable, permanently satisfied, and canceled in accordance with law or until the Special Tax ceases to be levied and a notice of cessation of Special Tax is recorded in accordance with Section 53330.5 of the Government Code.

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

Notice is further given that upon the recording of this notice in the Office of the County Recorder of Sutter County, the obligation to pay the Special Tax levy shall become a lien upon all non-exempt real property within the area of Annexation No. 6 (Johnson Ranch Estates) in accordance with Sections 3114.5, 3115.5 and 3117.5 of the Streets and Highways Code.

The (a) names of the owner(s) of the real property included within the annexed property to the CFD as they appear on the last secured assessment roll as of the date of recording of this Notice and (b) the Assessor's tax parcel(s) numbers of all parcels or any portion thereof which are included within Annexation No. 6 (Johnson Ranch Estates) to the CFD and not exempt from the special tax, are as set forth on the attached, referenced and incorporated Exhibit B.

Reference is made to the boundary map of the Annexation No. 6 (Johnson Ranch Estates) to the CFD recorded concurrently herewith in the Book _____ at Page_____of Maps of Assessment and Community Facilities Districts in the Office of the County Recorder for the County of Sutter, State of California, which map is now the final boundary map of Annexation No. 6 (Johnson Ranch Estates) to the CFD. The Boundary Map of the original district is Recorded as Document No. 2021-0012517 in Book 3 of Assessment and Community Facilities Districts at Pages 93 through 96, in the Office of the County Recorder of the County of Sutter, State of California.

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

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

Dated: As of _____, 2024

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

EXHIBIT A

See Rate and Method of Apportionment Attached

(Insert RMA)

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

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

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

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

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

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

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

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

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

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

"Base Year" means Fiscal Year 2020-2021.

"City" means the City of Yuba City.

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

"County" means Sutter County, California.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CATEGORIZING PARCELS FOR ANNUAL TAX LEVY

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

B. MAXIMUM SPECIAL TAX RATE

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

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

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

Table 1

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

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

C. METHOD OF LEVY AND COLLECTION OF SPECIAL TAX

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

D. LIMITATIONS

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

E. FUTURE ANNEXATIONS

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

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

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

F. INTERPRETATION OF SPECIAL TAX FORMULA

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

G. TERM

The Special Tax shall be collected in perpetuity.

H. APPEALS

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

EXHIBIT B

APN	OWNER
059-030-008-000 & 059-030-009-000	K. Hovnanian Homes Northern California, Inc. a California Corporation

CITY OF YUBA CITY
STAFF REPORT

Date: October 15, 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: Johnson Ranch Estates – Subdivision Agreement and Final Map Approval

Recommendation: Adopt a Resolution approving the execution of a Subdivision Agreement with K. Hovnanian Homes Northern California, Inc., a California Corporation providing for public improvements associated with the Johnson Ranch Estates Subdivision Map, approving the Johnson Ranch Estates Final Map, accepting dedication of rights-of-way and easements shown thereon, and authorizing the filing of the map. [Subdivision is located on West Onstott Frontage Road approximately 1,100 feet south of Pease Road]

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

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Purpose:

To approve the necessary agreement and final subdivision map that specify the terms for the Johnson Ranch Estates 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 May 31, 2023, the Planning Commission approved Tentative Map SM 22-09, Johnson Ranch Estates, to subdivide 15.84 acres into 82 single family residential parcels located on West Onstott Frontage Road approximately 1,100 feet south of Pease Road (Attachment 2). The proposed lot sizes range from 5,200 square feet to 10,908 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 May 31, 2023.

- 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 Butte Bend Lane, Danna Drive, Butte Vista Lane, Kaia Way, Tres Picos Drive, Cameron Way, Ariana Way and a portion of West Onstott Frontage Road.

Fiscal Impact:

Costs and reimbursements for the public improvements are specified through the proposed Agreement. Exhibit B of the Agreement identifies the fees owed by the Developer to the City at the time of execution of the Agreement. Those fees include plan check, inspection, water hot tap fees, meter fees, drainage fees, and fair share contribution fees for a future traffic signal at Queens Avenue and Peach Tree Lane totaling $458,852.68.

Alternatives:

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

Recommendation:

Adopt a Resolution approving the execution of a Subdivision Agreement with K. Hovnanian Homes Northern California, Inc., a California Corporation, providing for public improvements associated with the Johnson Ranch Estates Subdivision Map, approving the Johnson Ranch Estates Final Map, accepting dedication of rights-of-way and easements shown thereon, and authorizing the filing of the map. [Subdivision is located on West Onstott Frontage Road approximately 1,100 feet south of Pease Road.]

Attachments:

1. Resolution approving Subdivision Agreement and Final Map, and Authorizing the Filing of the Map
2. Location Map

Prepared By:
Kevin Bradford
Deputy P.W. Director – Engineering

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY APPROVING A SUBDIVISION AGREEMENT WITH K. HOVNANIAN HOMES NORTHERN CALIFORNIA, INC., A CALIFORNIA CORPORATION, FOR THE JOHNSON RANCH ESTATES SUBDIVISION, APPROVING THE JOHNSON RANCH ESTATES SUBDIVISION FINAL MAP SUBDIVIDING LAND INTO 82 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, K. Hovnanian Homes Northern California, Inc., a California Corporation ("subdivider") owns certain property as identified on Exhibit "B" and has offered for approval a Final Map designated as "Johnson Ranch Estates" ("final map"), pursuant to approved Tentative Map for Johnson Ranch Estates 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 K. Hovnanian Homes Northern California, 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 and obtains 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 15th day of October, 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 (Johnson Ranch Estates 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 JOHNSON RANCH ESTATES SUBDIVISION
(Regarding Tentative Map No. 22-09, Johnson Ranch Estates 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 **K. Hovnanian Homes Northern California, 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 82, inclusive, of the Final Map of Johnson Ranch Estates 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. 22-09 dated May 31, 2023 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 23-14, dated May 31, 2023 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 Johnson Ranch Estates Subdivision (City Drawing No. 5570-D), as approved by the City Engineer, and any approved amendments thereto, any Conditions of Approval required by Planning Commission Resolution No. PC 23-14, dated May 31, 2023, 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 $5,295,728.89 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 $5,295,728.89 and in the form of a bond naming the City of Yuba City as obligee, or in the amount of $2,647,864.44 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 $529,572.89 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. 22-09 dated May 31, 2023, 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

K. Hovnanian Homes Northern California, Inc., a California Corporation

By:_____
Yahya "John" Baayoun
Division President

Dated:_____

*(*Attach Notary Acknowledgments*)

Attachments:

Exhibit A: Planning Commission Resolution No. PC 23-14 – 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 23-10
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, and including, $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 $3,295,728.89 x .03 =	$98,871.87
(c) Two (2) eight-inch hot taps	$12,660.52
Less fees paid on Building Permit BLD23-02163	-$0
SUBTOTAL (A)	$191,532.39

(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
(6) 1” landscape meter for Parcel A	$714.08
(7) 1.5” landscape meter for landscaping on West Onstott Frontage Road	$967.55

SUBTOTAL (B) $1,681.63

(8) Drainage Fees (per North Yuba City Drainage Master Plan)

Condition of Approval #39. $261,438.66

SUBTOTAL (C) $261,438.66

(9) Fair share contribution for future traffic signal at Queens Avenue and Peach Tree Lane. Amount escalates in all of the work.

Condition of Approval #40. $4,200

SUBTOTAL (D) $4,200

TOTAL FEES PAYABLE BY SUBDIVIDER

SUBTOTAL (A) + SUBTOTAL (B) + SUBTOTAL (C) + SUBTOTAL (D) = $458,852.68

EXHIBIT C
FEE CREDITS AND REIMBURSEMENTS PAYABLE BY CITY

(1) None

EXHIBIT “B”

CERTIFICATE FOR FEE DEDICATION

A.) OWNER'S NAME AND ADDRESS:

K. HOVNANIAN HOMES NORTHERN CALIFORNIA, INC., A CALIFORNIA CORPORATION
3721 DOUGLAS BLVD, STE 150
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 22-09 APPROVED ON MAY 31, 2023.
5. SUBJECT TO SUBDIVISION IMPROVEMENT AGREEMENT, RESOLUTION NUMBER_____ RECORDED AS DOCUMENT NO._____ON _____.

OWNER'S STATEMENT

WE, THE UNDERSIGNED, K. HOVNANIAN HOMES NORTHERN CALIFORNIA, INC., A CALIFORNIA CORPORATION AS HOLDER OF RECORD TITLE INTERESTS, OF THE HEREIN SUBDIVIDED LANDS, HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS PLAT OF "JOHNSON RANCH ESTATES" AND OFFER FOR DEDICATION AND DO PARTICIPATE IN SAID OFFER OF DEDICATION AND DO HEREBY DEDICATE THE FOLLOWING:

1. 38' AND 46' STRIPS OF LAND IN FEE TITLE INDICATED ON SAID PLAT AND DESIGNATED AS ARIANA WAY, BUTTE BEND LANE, BUTTE VISTA LANE, CAMERON WAY, DANNA DRIVE, KAIA WAY AND TRES PICOS DRIVE, AS WELL AS 20.5' STRIPS OF LAND IN FEE TITLE INDICATED ON SAID PLAT AND DESIGNATED AS WEST ONSTOTT FRONTAGE ROAD.
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 FRANCHISE
3. PARCELS OF LAND IN FEE, INDICATED ON SAID PLAT AND DESIGNATED AS "PARCEL A".
4. EASEMENT FOR ACCESS TO AND THE MAINTENANCE OF A WALL AND FOOTINGS AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND GENERALLY 2 FEET IN WIDTH LYING CONTIGUOUS TO LOTS 16-24, DESIGNATED AS "2' W.E." (2' WALL EASEMENT)
5. EASEMENTS INDICATED AS 19.5' PSE (PUBLIC SERVICE EASEMENT), FOR, BUT NOT LIMITED TO SIDEWALK PURPOSES, CENTRALIZED MAIL DELIVERY UNITS, STREET SIGNS, TRAFFIC SAFETY SIGNS, LANDSCAPING, AND STREET LIGHTING.

K. HOVNANIAN HOMES NORTHERN CALIFORNIA, INC., A CALIFORNIA CORPORATION

_____
BY: YAHYA "JOHN" BAAYOUN TITLE: DIVISION 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 MAY 31, 2023.

_____
PLANNING DIVISION
CITY OF YUBA CITY
STATE OF CALIFORNIA

CITY CLERK CERTIFICATE

STATE OF CALIFORNIA } SS
COUNTY OF SUTTER
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 "JOHNSON RANCH ESTATES" 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, 4 AND 5 SHOWN IN THE OWNER'S OFFER OF DEDICATION AND PURSUANT TO GOVERNMENT CODE SECTION 66434(G) APPROVES THE ABANDONMENT AND RECONVEYANCE OF THOSE STRIPS OF LAND, AS SHOWN ON THIS MAP, PREVIOUSLY DEDICATED TO THE OWNERS OF THE ADJACENT LOTS AS AND FOR PRIVATE ROADS AND HIGHWAYS DESIGNATED AS LOTS A AND B PER "MAP OF THE M.V. GREGG TRACT" BOOK 3 OF SURVEYS PAGES 18, SUTTER COUNTY OFFICIAL RECORDS.

BY: _____ _____
JACKIE SILLMAN **DEPUTY CITY CLERK, CITY OF YUBA CITY**
CITY CLERK, CITY OF YUBA CITY

COUNTY TAX COLLECTOR'S STATEMENT

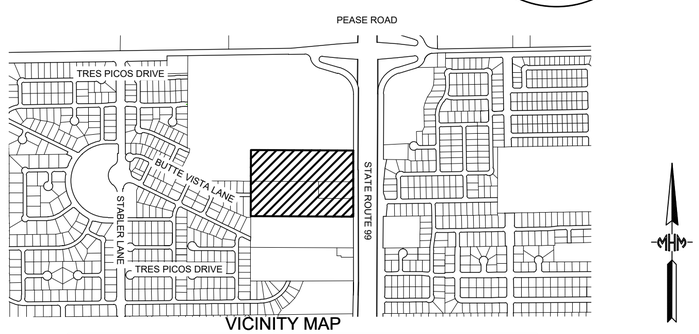
I, NICHOLAS F. VALENCIA, TAX COLLECTOR FOR THE COUNTY OF SUTTER, STATE OF CALIFORNIA, DO HEREBY CERTIFY PURSUANT TO GOVERNMENT CODE SEC. 66492 THAT THE RECORDS OF MY OFFICE SHOW THAT THERE ARE NO LIENS AGAINST THE LANDS SHOWN HEREON OR ANY PART THEREOF FOR UNPAID TAXES OR SPECIAL ASSESSMENTS. AS TO LIENS FOR TAXES NOT YET PAYABLE, I ESTIMATE THAT THERE ARE TAXES IN THE AMOUNT OF $_____FOR 2024-2025, 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. 059-030-008-000 AND 059-030-009-000

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 K. HOVNANIAN HOMES NORTHERN CALIFORNIA, INC., A CALIFORNIA CORPORATION, IN AUGUST, 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

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

REGISTERED PROFESSIONAL ENGINEER BENJAMIN K. MOODY No. 72383 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

PROFESSIONAL LAND SURVEYOR BENJAMIN K. MOODY No. 9018 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._____

JOHNSON RANCH ESTATES
CITY OF YUBA CITY

BEING PARCELS 1, AND 2 AS SHOWN ON PARCEL MAP NO. 132, FILED IN BOOK 1 OF PARCEL MAPS, PAGE 132, SUTTER COUNTY RECORDS; ALSO BEING A PORTION OF THE N.E. 1/4 OF SEC. 9, T.15N., R.3E., M.D.M., IN SUTTER COUNTY, CALIFORNIA.

COUNTY OF SUTTER AUGUST 2024
CALIFORNIA
PREPARED BY: MHM INC. 1204 "E" STREET, MARYSVILLE, CA 95901
22205 SHEET 1 OF 4

Curve Table			
Curve #	Length	Radius	Delta
C1	48.00	477.00	005°45'57"
C2	33.99	523.00	003°43'26"
C3	18.33	477.00	002°12'08"
C4	38.20	523.00	004°11'06"
C5	31.42	20.00	090°00'00"
C6	31.42	20.00	090°00'00"
C7	14.90	50.00	017°04'10"
C8	14.37	30.00	027°26'21"
C9	35.84	50.00	041°04'20"
C10	33.74	50.00	038°39'40"
C11	41.95	50.00	048°04'32"
C12	9.43	30.00	018°00'10"
C13	4.94	30.00	009°26'11"
C14	31.55	20.00	090°22'37"
C15	31.42	20.00	090°00'00"
C16	31.28	20.00	089°37'23"
C17	31.42	20.00	090°00'00"
C18	31.42	20.00	090°00'00"
C19	31.42	20.00	090°00'00"
C20	31.42	20.00	090°00'00"
C21	31.42	20.00	090°00'00"
C22	31.42	20.00	090°00'00"
C23	31.42	20.00	090°00'00"
C24	31.42	20.00	090°00'00"
C25	31.42	20.00	090°00'00"
C26	31.42	20.00	090°00'00"
C27	27.13	477.00	003°15'31"
C28	38.72	477.00	004°39'02"
C29	42.81	523.00	004°41'26"
C30	30.29	20.00	086°46'53"
C31	48.13	173.00	015°56'30"
C32	29.69	173.00	009°49'56"
C33	31.42	20.00	090°00'00"
C34	31.42	20.00	090°00'00"
C35	57.13	127.00	025°46'26"
C36	31.40	20.00	089°56'28"
C37	69.53	500.00	007°58'04"
C38	69.02	500.00	007°54'32"
C39	67.48	150.00	025°46'26"

SUBDIVIDED AREA = 15.85 ACRES

LOTS = 11.83 ACRES

ROADS = 3.93 ACRES

PARCEL A = 0.09 ACRES

RECORD REFERENCES

(R1) STABLER PARK ESTATES UNIT NO. 1 - BOOK 16 OF SURVEYS, PAGE 27

(R2) PARCEL MAP NO. 132- BOOK 1 OF PARCEL MAPS, PAGE 132

(R3) RECORD OF SURVEY BOOK 10 OF RECORDS OF SURVEYS, PAGE 40

(R4) M.V. GREGG TRACT- BOOK 3 OF SURVEYS, PAGE 18

BASIS OF BEARINGS

THE BASIS OF BEARINGS SHOWN HEREON ARE BASED ON THE NAD 83 BEARING OF N00° 14' 41"E ASSIGNED BETWEEN THE FOUND MONUMENTS ON THE WEST LINE OF LOTS 3 & 4 OF THE M. V. GREGG TRACT (R4) AS SHOWN ON THE MAP ENTITLED "STABLER PARK ESTATES UNIT NO. 1" FILED IN BOOK 16 OF SURVEYS, AT PAGE 27, SUTTER COUNTY RECORDS (R1).

*** THOSE STRIPS OF LAND DEDICATED AS LOTS A AND B FOR PRIVATE ROADS AND HIGHWAYS PER "MAP OF THE M.V. GREGG TRACT" BOOK 3 OF SURVEYS PAGES 18 SUTTER COUNTY OFFICIAL RECORDS, AS SHOWN ON THIS SHEET SHALL BE ABANDONED PURSUANT TO GOVERNMENT CODE SECTION 66434(G)."

LEGEND

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

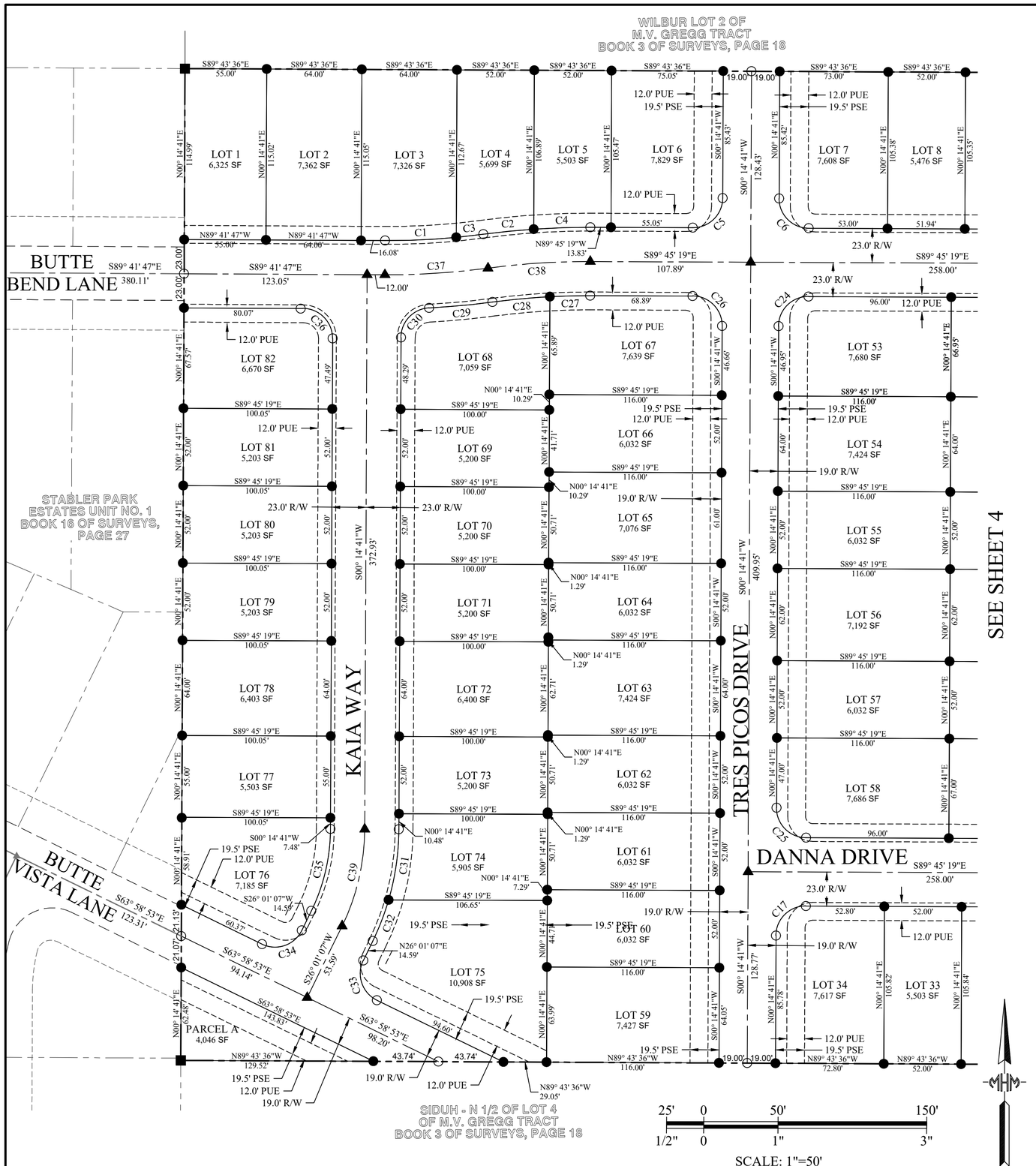
JOHNSON RANCH ESTATES
CITY OF YUBA CITY

BEING PARCELS 1, AND 2 AS SHOWN ON PARCEL MAP NO. 132, FILED IN BOOK 1 OF PARCEL MAPS, PAGE 132, SUTTER COUNTY RECORDS; ALSO BEING A PORTION OF THE N.E. 1/4 OF SEC. 9, T.15N., R.3E., M.D.M., IN SUTTER COUNTY, CALIFORNIA.

COUNTY OF SUTTER CALIFORNIA — AUGUST 2024

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

22205 — SHEET 2 OF 4



Curve Table			
Curve #	Length	Radius	Delta
C1	48.00	477.00	005°45'57"
C2	33.99	523.00	003°43'26"
C3	18.33	477.00	002°12'08"
C4	38.20	523.00	004°11'06"
C5	31.42	20.00	090°00'00"
C6	31.42	20.00	090°00'00"
C7	14.90	50.00	017°04'10"
C8	14.37	30.00	027°26'21"
C9	35.84	50.00	041°04'20"
C10	33.74	50.00	038°39'40"
C11	41.95	50.00	048°04'32"
C12	9.43	30.00	018°00'10"
C13	4.94	30.00	009°26'11"
C14	31.55	20.00	090°22'37"
C15	31.42	20.00	090°00'00"
C16	31.28	20.00	089°37'23"
C17	31.42	20.00	090°00'00"
C18	31.42	20.00	090°00'00"
C19	31.42	20.00	090°00'00"
C20	31.42	20.00	090°00'00"
C21	31.42	20.00	090°00'00"
C22	31.42	20.00	090°00'00"
C23	31.42	20.00	090°00'00"
C24	31.42	20.00	090°00'00"
C25	31.42	20.00	090°00'00"
C26	31.42	20.00	090°00'00"
C27	27.13	477.00	003°15'31"
C28	38.72	477.00	004°39'02"
C29	42.81	523.00	004°41'26"
C30	30.29	20.00	086°46'53"
C31	48.13	173.00	015°56'30"
C32	29.69	173.00	009°49'56"
C33	31.42	20.00	090°00'00"
C34	31.42	20.00	090°00'00"
C35	57.13	127.00	025°46'26"
C36	31.40	20.00	089°56'28"
C37	69.53	500.00	007°58'04"
C38	69.02	500.00	007°54'32"
C39	67.48	150.00	025°46'26"

LEGEND

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(R1) STABLER PARK ESTATES UNIT NO. 1 - BOOK 16 OF SURVEYS, PAGE 27

(R2) PARCEL MAP NO. 132- BOOK 1 OF PARCEL MAPS, PAGE 132

(R3) RECORD OF SURVEY BOOK 10 OF RECORDS OF SURVEYS, PAGE 40

(R4) M.V. GREGG TRACT- BOOK 3 OF SURVEYS, PAGE 18

SUBDIVIDED AREA = 15.85 ACRES

LOTS = 11.83 ACRES

ROADS = 3.93 ACRES

PARCEL A = 0.09 ACRES

JOHNSON RANCH ESTATES
CITY OF YUBA CITY

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COUNTY OF SUTTER
CALIFORNIA

AUGUST 2024

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

22205

SHEET 3 OF 4

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COUNTY OF SUTTER
CALIFORNIA

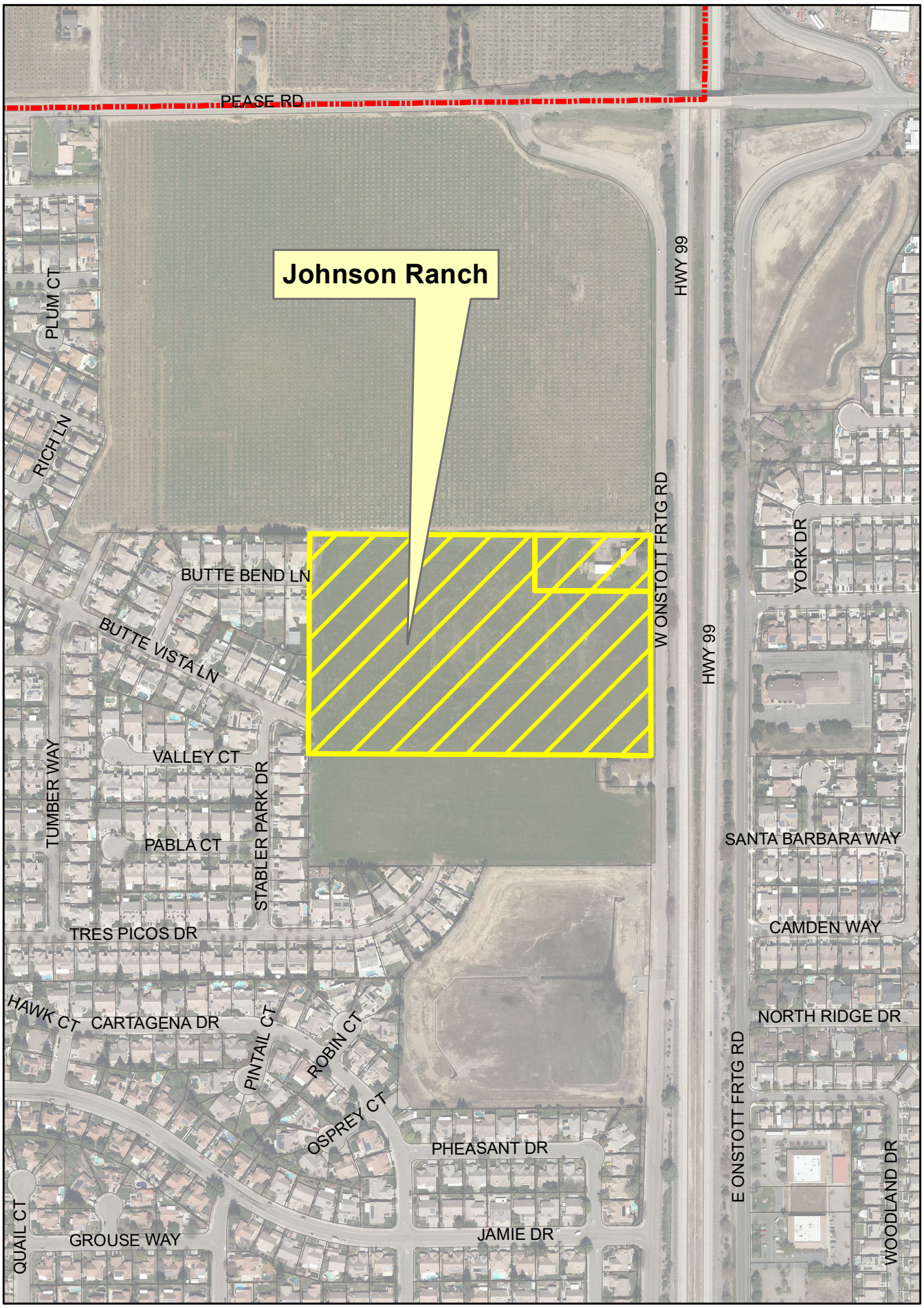
AUGUST 2024

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

22205

SHEET 4 OF 4

ATTACHMENT 2



Location Map: Johnson Ranch
Tentative Subdivision Map 22-09

1 inch = 400 feet

CITY OF YUBA CITY
STAFF REPORT

Date: October 15, 2024
To: Honorable Mayor & Members of the City Council;
From: Community Services Department
Presentation By: Joshua Wolffe, Senior Engineer

Summary

Subject: Center Street Lighting Project - Electrical Contract Award

Recommendation: Adopt a Resolution which takes the following actions:

A. Adopts a CEQA Class 1 Categorical Exemption (Existing Facilities) set forth in CEQA Guidelines Section 15301

B. Awards a construction contract to Koranda Electric, Inc. DBA Richall Electric of Sutter, CA in the amount of their total bid of $117,798.95

C. Authorizes the City Manager to execute the contract on behalf of the City, subject to review and approval as to legal form by the City Attorney

Fiscal Impact: $135,468.80 – Account No. 1268 (Plumas Street Improvements)

$ 117,798.95 - Contract Award Amount
$ 11,779.90 - Construction Contingency (10%)
$ 5,889.95 - Construction Management and Inspection (5%)

Purpose:

To beautify the Plumas Street Downtown area through the installation of criss-crossing festoon lighting above Center Street.

Council Strategic Goal:

This project addresses the City Council's Strategic Goal of Quality of Life, by creating beautification improvements in the Downtown area, making the area more attractive and appealing for residents.

Background:

In 2022, the California Department of Transportation (Caltrans) created the Clean California Local Grant Program (CCLGP) to fund projects which would clean and beautify public spaces, to improve spaces for walking and recreation. Through the review of this grant opportunity, City staff determined that the grant could fund multiple improvements along Plumas Street, while also making new improvements.

In March of 2022, the City received a notification from Caltrans that it had been awarded $2,235,628 for the Plumas Street project, which includes the following improvements to the downtown area:

- Water Tower
  - Abate lead paint and remove old lighting systems on the water tower
  - Re-paint the water tower and install new logos which match current City Standards
  - Install new multi-colored LED uplighting on water tower

- Park Under/Adjacent to Water Tower
  - Park/common area with a shade structure
  - Playscape Installation
  - Drought-tolerant landscaping installation
  - Digital event board installation
  - Public Mural Installation

- Plumas Street Improvements
  - Installation of trash/recycling bins from Bridge Street to State Route 20
  - Installation of an illuminated gateway arch at the downtown area entrance, which compliments Plumas Street's current architectural style

- Center Street:
  - Install festoon-style lighting that crisscrosses over Center Street
  - Install trash/recycling bins along Center Street

Currently, the City has completed the water tower component of the project, and is finalizing design for the plaza and streetscape portion of the project. Center Street Lighting is the next portion of the project to be constructed.

Analysis:

The Project was advertised for bids beginning September 16, 2024. On October 8, 2024, six (6) bids were received and opened by the City Clerk Administrator. The bids received, and the Engineer's Estimate are shown below:

Company	Total Bid Amount
Koranda Electric, Inc. DBA Richall Electric	**$117,798.95**
Star Energy Management, Inc.	$131,690.00
Pirooz Engineering	$185,300.00
Shane Brown Electric	$193,950.00
St. Francis Electric, LLC	$199,770.00
Koch & Koch, Inc.	$238,349.00
Engineer's Estimate:	$141,600.00

Koranda Electric Inc., DBA Richall Electric (Richall) is the low, responsible, and responsive bidder.

Contract administration, construction management, and quality assurance inspection will be performed by Public Works Department. Project construction is expected to begin in November 2024.

Fiscal Impact:
The estimated total construction cost for the project is approximately $135,468.80, which consists of the following components:

Construction Contract:	$117,798.95
Construction Contingency (10% of Construction Cost)	$ 11,779.90
Construction Management and Inspection (5% of Construction Cost)	$ 5,889.95
Total Project Cost:	$135,468.80

Currently, Account No. 1268 (Plumas Street Improvements) has a balance of $1,348,720. Staff has been in regular communication with the Downtown Business Association (DBA), a key stakeholder in the project. During recent meetings, DBA confirmed their preference that the Center Street Lighting component be constructed, as it will enhance the area's esthetics and improve experiences for patrons in the Downtown District. As a result, the Center Street Lighting will receive the necessary $135,468.80 for construction, while the budget for the Plumas Street Plaza will be adjusted to $1,213,251.20 through value engineering.

Environmental:

Staff has performed a preliminary environmental assessment of this project and determined that it falls within a Class 1 Categorical Exemption set forth in CEQA Guidelines Section 15301, as the installation of decorative streetlighting above an existing City roadway is a minor alteration of an existing public facility involving negligible or no expansion. Further, none of the exceptions to Categorical Exemptions set forth in CEQA Guidelines 15300.2 apply to this project.

Alternatives:

Instruct staff to modify the project scope. This may increase or decrease the total project cost, depending on the items included or excluded.

Reccomendation:

Adopt a Resolution which takes the following actions:

A. Adopts a CEQA Class 1 Categorical Exemption (Existing Facilities) set forth in CEQA Guidelines Section 15301

B. Awards a construction contract to Koranda Electric, Inc. DBA Richall Electric of Sutter, CA in the amount of their total bid of $117,798.95

C. Authorizes the City Manager to execute the contract on behalf of the City, subject to review and approval as to legal form by the City Attorney

Attachments:

1. Attachment 1 - Resolution - Award Center Street
2. Exhibit A - Contract Center St

Prepared By:	Submitted By:
Josh Wolffe	Diana Langley
Senior Civil Engineer	City Manager

ATTACHMENT 1

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY AWARDING A CONSTRUCTION CONTRACT TO KORANDA ELECTRIC INC., DBA RICHALL ELECTRIC FOR THE AMOUNT OF THEIR TOTAL BID OF $117,798.95, FOR THE CENTER STREET LIGHTING PROJECT

WHEREAS, the City of Yuba City advertised for bids for the City of Yuba City's Center Street Lighting Project; and

WHEREAS, in response to the advertisement, the City received six (6) bids for the Center Street Lighting Project in the following bid amounts:

Koranda Electric Inc, DBA Richall Electric	$117,798.95
Star Energy Management, Inc.	$131,690.00
Pirooz Engineering	$185,300.00
Shane Brown Electric	$193,950.00
St. Francis Electric, LLC	$199,770.00
Koch & Koch, Inc.	$238,349.00; and,

WHEREAS, the City Public Works Department has reviewed the six (6) bids, and examined Koranda Electric Inc, DBA Richall Electric and its bid response, found it to be both the lowest qualified responsive and responsible bidder, and has recommended it for award of this project; and

WHEREAS, the City desires to award the bid to Koranda Electric Inc, DBA Richall Electric of Sutter, CA and enter into an agreement with Koranda Electric Inc, DBA Richall Electric for the Center Street Lighting Project.

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

Section 1. The City has performed a preliminary environmental assessment of this project relative to the California Environmental Quality Act (CEQA) requirements and the City Council finds and determines that the project falls within Class 1 Categorical Exemption set forth in CEQA Guidelines Section 15301, as the installation of decorative streetlighting above an existing City roadway is a minor alteration of an existing public facility involving negligible or no expansion. Further, none of the exceptions to Categorical Exemptions set forth in CEQA Guidelines Section 15300.2 apply to this project.

Section 2. The City Council of the City of Yuba City does hereby accept the six (6) bids received as noted above, finds that Koranda Electric Inc, DBA Richall Electric is the lowest responsive and responsible bidder, and awards the construction contract to Koranda Electric Inc, DBA Richall Electric in the amount of their total bid $117,798.95 for the Center Street Lighting Project. Said contract agreement shall substantially comply with the terms and conditions presented in the draft agreement attached to this Resolution, shall be subjected to review and approval as to legal form by the City Attorney, and the City Manager shall be authorized to execute the same on behalf of the City of Yuba City.

Section 2. This Resolution shall take effect immediately.

The foregoing Resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 15th day of October, 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

Attachment(s):
A. Exhibit A – Agreement – Contract No. 1268-CON-24-E

EXHIBIT A

CONTRACT
FOR THE CONSTRUCTION OF

CENTER STREET LIGHTING PROJECT - ELECTRICAL
CONTRACT NO. 1268-CON-24-E

THIS AGREEMENT, made and concluded this ____ day of October 2024, between the City of Yuba City, party of the first part, and **Koranda Electric Inc., DBA Richall Electric**, Contractor, party of the second part.

ARTICLE I. – WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned to be made and performed by the said party of the first part under the conditions expressed in the two bonds bearing even date with these presents and hereunto annexed, the said party of the second part agrees with the said party of the first part, at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications to be furnished by said party of the first part, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of the Public Works Department, construction on various roads, all in accordance with the Special Provisions hereto annexed and also in accordance with the Standard Specifications of the State of California Department of Transportation dated 2023, the Standard Plans dated 2023, the "Labor Surcharge" and "Equipment Rental Rates" in effect on the date the work is accomplished, and the "General Prevailing Wage Rates" of the State of California Department of Transportation, which said Special Provisions, Standard Plans, Standard Specifications are hereby specially referred to and by such reference made a part hereof.

The Special Provisions for the work to be done are dated 09/16/2024 and are entitled:

NOTICE TO CONTRACTORS
SPECIAL PROVISIONS
PROPOSAL
AND CONTRACT

FOR

CENTER STREET LIGHTING PROJECT - ELECTRICAL
CONTRACT NO. 1268-CON-24-E

The Project plans for the work to be done are dated 08/07/2024 and are entitled:

CENTER STREET LIGHTING PROJECT - ELECTRICAL

Both of which are hereby made part of this contract.

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

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

ARTICLE IV. – By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract.

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

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

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

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

BID ITEM LIST

Bid Item	Item Description	Quantity	Unit	Unit Price	Total Price
1	Mobilization/Demobilization	1	LS	$2,436.00	$2,436.00
2	Traffic Control, Signage and Safety Devices	1	LS	$2,107.00	$2,107.00
3	Furnish and install 30' PG&E Approved Wooden Pole	1	EA	$9,325.00	$9,325.00
4	PG&E Coordination for New Service 200A Service	1	LS	$1,801.00	$1,801.00
5	Horizontally Bore and Install Sch 40 PVC Conduit and Conductors for Lighting Power	255	LF	$153.89	$39,241.95
6	Install City-provided Tesco Pedestal. Includes installation of ground rod, conduits, conductors, and concrete pad.	1	LS	$3,934.00	$3,934.00
7	Furnish N30 Pull Box with Concrete Locking Lid labeled "Electrical", or equivalent (Concrete contractor to set to final grade.)	3	EA	$616.00	$1,848.00
8	Install City-provided Pedoc Power Pedestals (Includes conduit and conductor installation)	2	EA	$1,081.50	$2,163.00
9	Furnish and Install 4" Diameter Steel Poles with Decorative Bases (Includes all work necessary to install mounting hardware for aircraft cable, and fabrication necessary for fence connection at Sutter Buttes Brewery. Additional hanger for Brewery's lighting to be installed to match current Brewery's lighting height. Foundations to be installed by others)	10	EA	$3,595.20	$35,952.00
10	Install Aircraft Cable and Festoon Style Lighting	700	LF	$27.13	$18,991.00
	Total Contract Amount:				**$117,798.95**

Approved as to legal form:

City Attorney
City of Yuba City

CITY OF YUBA CITY

Diana Langley
City Manager

Date

CONTRACTOR

Company Name

Company Address

Phone Number

Signature

Name (Printed)

Title

Date

CITY OF YUBA CITY
STAFF REPORT

Date: October 15, 2024
To: Honorable Mayor & Members of the City Council;
From: Community Services Department
Presentation By: Maddy Laffond, Administrative Assistant, Joshua Wolffe, Senior Engineer

---

Summary

Subject: Landscape Maintenance District No. 1, Zone of Benefit B
Recommendation: Accept staff's presentation on Landscape Maintenance District No. 1, Zone of Benefit B, and provide direction to staff on next steps
Fiscal Impact: If staff is directed to pursue a Proposition 218 process for Zone B, the cost is approximated to be $30,000

Purpose:

To provide Council with the funding and maintenance history for Landscape Maintenance District No. 1, Zone of Benefit B (Zone B), and receive direction moving forward with regard to Zone B's funding shortfall.

Council's Strategic Goal:

This addresses the Council's Strategic Goals of Quality of Life and Infrastructure as the landscape improvements which were installed along Garden Highway, Bogue Road, and Railroad Avenue are part of the City's landscape infrastructure, and maintaining said infrastructure provides beautification to the area, which increases quality of life.

Background:

Landscape Maintenance District No. 1, Zone of Benefit B (Zone B) was formed in 1990 during the construction of the subdivisions. The purpose of Zone B is to provide funding for the maintenance of ground cover, shrubs, trees, plants, irrigation and drainage systems, masonry walls or other fencing, entryway monuments and related items within the streetscape, electricity, water for irrigation, and fountains. The landscaped areas which are maintained through Zone of Benefit B are as follows:

- Garden Highway from Lincoln Road to Diamond Pointe Way
- Railroad Avenue from Teesdale Road to Bogue Road
- Bogue Road from Railroad Avenue to Garden Highway

When Zone B was originally formed in 1990, the City determined that the necessary annual cost per residence to maintain Zone B at an acceptable level was $29.50. Unfortunately, the City did not include

provisions for Cost of Living Adjustments (COLAs) in the Zone B formation documents, which has prevented the City from raising the annual cost to keep up with inflation. If adjusted to 2024 dollars, the annual cost per residence would be approximately $71. Since rates have not been increased since Zone B's formation in 1990, staff has significantly reduced the level of maintenance in the area as to avoid creating a negative balance in the Zone's budget.
Staff has known about the worsening funding situation in Zone B, and has made multiple efforts in previous years to address the funding shortfall:

- 2008: Staff initiated procedures for a Proposition 218 hearing; a majority vote within Zone B in favor modifying the Zone's rates was not received, and therefore the District's rates remained the same.
- 2020: Staff sent letters to all property owners and residents that lived in Zone B to describe the Zone's funding shortfall, and request feedback from the residents. No responses were received.
- 2024: Staff partnered with SAYlove to hold a meeting at Shanghai Garden Park to discuss the history and state of the Zone, and to answer any questions from residents. The meeting was well-attended with around 50 people in attendance. Of the 21 comment cards received from attendees that night, 20 of the cards indicated being in favor of modifying the district to adjust the rate and include COLA provisions

Based on the positive response from the 2024 community meeting, staff was requested to provide a similar presentation to Council for review and direction.

Analysis:

To prevent Zone B from having a negative balance annually, maintenance levels have been reduced significantly. The below table compares the current maintenance levels to maintenance levels that would be provided, given a majority vote to adjust the Zone's rate to $71.24, and include COLA provisions:

Maintenance Level with Current Funding
- Once-a-year tree and shrub pruning at the beginning of the fiscal year to remove excessive growth in the worst areas
- Reactive tree and debris removal as trees die and limbs fall
- Weekly weed abatement (spraying, minimal pulling)
- No irrigation fixes
- No regular trimming/pruning
- Services being father reduced annually due to rising cost of services

Maintenance Level with CPI Adjustment
- Tree and shrub pruning over entire Zone B landscaped area
- Increased level of weed removal and abatement
- Regular irrigation line fixes and maintenance
- As-needed installation of mulch, decomposed granite, and/or other groundcover
- Repairs and re-activation of fountain and intersection of Shanghai Bend and Garden Highway
- Increase in Zone's Capital Reserve Funds to prepare for unforeseen events such as block wall repairs, tree replacement, fixes to fountain, etc.

Given the above background and funding scenarios, staff believes that following the Proposition 218 process and conducting a vote to adjust the Zone's rates, as described above, will be a positive step towards improving the area's landscaping to previous levels.

Fiscal Impact:

Staff reviewed the costs associated with the Proposition 218 process for Zone B in 2008. After

adjusting for inflation from 2008 to 2024, staff estimates that pursuing a Proposition 218 process for Zone B will cost approximately $30,000. This estimate includes hiring a consultant to prepare all necessary materials, provide legal notices and ballots to all Zone B members, and supply City staff with guidelines to ensure compliance with legal requirements. Additionally, it accounts for City staff time and review by the City Attorney. If directed to proceed with the Proposition 218 process, staff will evaluate and recommend a funding source to pursue the Proposition 218 process. Currently, it is believed that funds should come from Zone B's budget, although General Fund dollars could be utilized to prevent further service reductions in the Zone.
If the Proposition 218 process resulted in a majority vote in favor of adjusting the Zone's rates, the annual budget for Zone B could potentially increase from $65,803 to $158,936, enabling enhanced maintenance levels.

Alternatives:

1. Council may direct staff to not pursue a Proposition 218 vote. This will result in maintenance continuing to decrease, as costs of maintenance continue to increase.
2. Council may direct staff to fund the Zone's maintenance costs with other funding sources, such as the General Fund. An increased amount of General Fund dollars would be required to be allocated to Zone B on an annual basis, potentially taking away funds from other Departments and/or projects.
3. Council may direct staff to follow legal procedures to cancel the Zone of Benefit. This would cause the landscaped areas to be fully maintained through General Fund and/or Streets and Road Funds, which would reduce funding available for other Departments and/or projects.

Recommendation:

Accept staff's presentation on Landscape Maintenance District No. 1, Zone of Benefit B, and provide direction to staff on next steps.

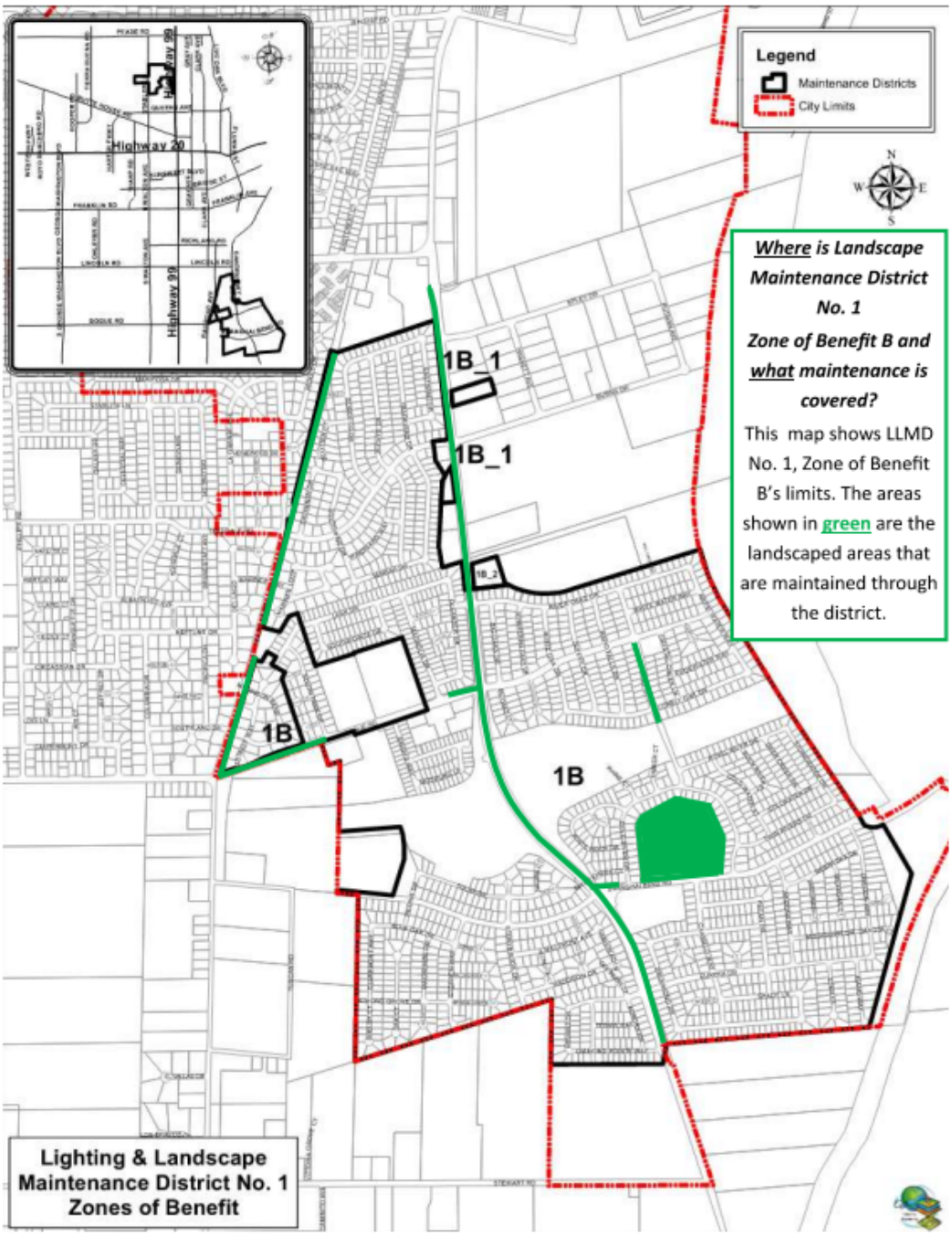
Attachments:
1. LMD 1B Map

Prepared By:
Maddy Laffond
Community Services Administrative Assistant

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1

LANDSCAPE MAINTENANCE DISTRICT 1
ZONE OF BENEFIT B
MAINTENANCE AREA MAP



CITY OF YUBA CITY
STAFF REPORT

Date: October 15, 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: Bogue Road Sewer Extension Project
Recommendation: Adopt a Resolution approving the plans and specifications and authorizing advertisement for bids for the Bogue Road Sewer Extension Project
Fiscal Impact: Engineer's Estimate: $5,823,000.00 – CIP Account No. 1295 (Bogue Road Improvements – State Route 99 to Railroad Avenue)

Purpose:

Construct the Bogue Road Sewer Extension Project in accordance with the Newkom Ranch Development Agreement, facilitating future sewer connections within the Bogue Stewart Master 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:

The Bogue Stewart Master Plan (BSMP) guides the orderly development of 741.5 acres located along the southerly edge of Yuba City, and provides for a mix of residential and commercial uses, parks and recreational sites, and public facilities. On February 20, 2024, City Council approved an amended Newkom Ranch Development Agreement (19-01) for the development of approximately 161 acres east of State Route (SR) 99, south of Bogue Road. The amended development agreement requires the City to front the costs of improving Bogue Road from SR99 to Railroad Avenue, with the first phase of this improvement consisting of new sewer facilities.

The Bogue Road Sewer Extension Project (Project) proposes to extend critical sewer infrastructure on Bogue Road, east of SR 99 to Railroad Avenue, consistent with the BSMP and the amended Newkom Ranch Development Agreement.

The Project scope includes construction of the following sewer infrastructure:

- Approximately 1,140 LF of 6-inch gravity sewer mainline

- Approximately 1,307 LF of 10-inch gravity sewer mainline
- Approximately 766 LF of 12-inch gravity sewer mainline
- Approximately 4,986 LF of dual 18-inch sewer forcemain
- 12 sanitary sewer manholes
- 21 sanitary sewer service laterals
- Installation of Sewer Lift Station, pumps, and appurtenances

In the near term, construction of the proposed 6-inch, 10-inch, and 12-inch sewer mainlines are intended to provide connection points and stub-outs for the Newkom Ranch development south of Bogue Road to Stewart Road, potential future keyhole area facilities north of Bogue Road, and properties fronting Bogue Road. Flows from these areas will be diverted to the proposed lift station on Bogue Road and tie into the existing 18-inch sewer infrastructure at Railroad Avenue.

In the long term, the proposed dual 18-inch forcemains on Bogue Road will be constructed to meet future, full build-out capacity of the BSMP area, in addition to future developments along Sanborn Road and George Washington Boulevard as specified in the Waste Water Master Plan.

Analysis:

MHM, Inc., a local engineering design company, has completed the sewer improvement plans, specifications, and estimate. With Council approval of the plans and specifications, and authorization to bid, staff anticipates the following schedule to complete the project:

Advertise for Bid:	October 2024
Award Contract:	November/December 2024
Start of Construction:	Spring 2025
Completion:	Fall 2025

The plans and specifications for the Project are on file in the Public Works Department at City Hall and at www.yubacity.net/publicworksplans for review.

Fiscal Impact:

The estimated total project cost is approximately $5,823,000.00. This estimate includes a 15% construction contingency, and 4% for construction management/inspection.

CIP Account No. 1295 (Bogue Road Improvements - State Route 99 to Railroad Avenue) has approximately $3.4 million in wastewater funding, consisting of $2 million in American Rescue Plan Act of 2021 (ARPA) funds and $1.4 million in wastewater funds. Detailed fiscal impacts will be presented to Council at the time of award based on actual bid amounts, including potential deferment of the dual 18-inch diameter force mains and stub-outs for the "keyhole" area that are beyond the scope of the Newkom Ranch Development Agreement (19-01) and a potential reprogramming of ARPA funds from the Harter-Bridge Sewer Trunk Extension to this Project to assure these funds are obligated by the end of the year, per federal requirements.

Environmental:

On December 17, 2019, City Council adopted a Resolution certifying the Environmental Impact Report (EIR) (SCH#201712009) prepared for the BSMP and the Newkom Ranch Large and Small Lot subdivisions, as required by the California Environmental Quality Act (CEQA).

On February 20, 2024, City Council adopted a Resolution certifying that the amendments to the

Newkom Ranch Development Agreement 19-01 did not propose environmental impacts that were not previously analyzed by the certified EIR.

The proposed sewer infrastructure improvements on Bogue Road between State Route 99 and Railroad Avenue falls within the BSMP and Newkom Ranch areas, and are consistent with the existing adopted BSMP and certified EIR. Additionally, all the adopted mitigation measures as part of the certified EIR, will be implemented on this Project. Therefore, no additional environmental review is required for this Project.

Alternatives:

1. Do not approve the plans and specifications for the Bogue Road Sewer Extension Project and do not authorize advertisement for bids on the project. Direct staff on compliance with the amended Newkom Ranch Development Agreement.
2. Direct staff to modify the proposed plans and/or specifications.

Recommendation:

Adopt a Resolution approving the plans and specifications and authorizing advertisement for bids for the Bogue Road Sewer Extension Project.

Attachments:

1. Resolution - Bogue Road Sewer Extension Approval of Plans and Specifications
2. Project Exhibit

Prepared By:
Nick Menezes
Senior Civil Engineer

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY APPROVING THE PLANS AND SPECIFICATIONS AND AUTHORIZING ADVERTISEMENT FOR BIDS FOR THE BOGUE ROAD SEWER EXTENSION PROJECT (24-05)

WHEREAS, Newkom Ranch LLC has been coordinating to bring residential and commercial development to an approximate 161-acre area east of State Route (SR) 99, south of Bogue Road; and

WHEREAS, on February 20, 2024, City Council approved the modifications to Development Agreement 19-01 with Newkom Ranch, LLC requiring the City to front the costs of improving Bogue Road from SR99 to Railroad Ave, with the first phase of this improvement consisting of new sewer facilities; and

WHEREAS, MHM, Inc. has completed the plans, specifications, and estimate for the Bogue Road Sewer Extension Project (24-05) (Project); and

WHEREAS, the Public Works Department intends to solicit bids for construction of the Project.

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

1. The above recitals are true and correct and incorporated herein by this reference.

2. The plans and specifications for the Project are approved.

3. The Public Works Department is hereby authorized and directed to advertise for bids for the Project.

The foregoing joint Resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City, at a regular meeting thereof held on the 15th day of October, 2024.

AYES:

NOES:

ABSENT:

_____
Shon Harris, Mayor

ATTEST:

_____
Ciara Wakefield, Deputy City Clerk

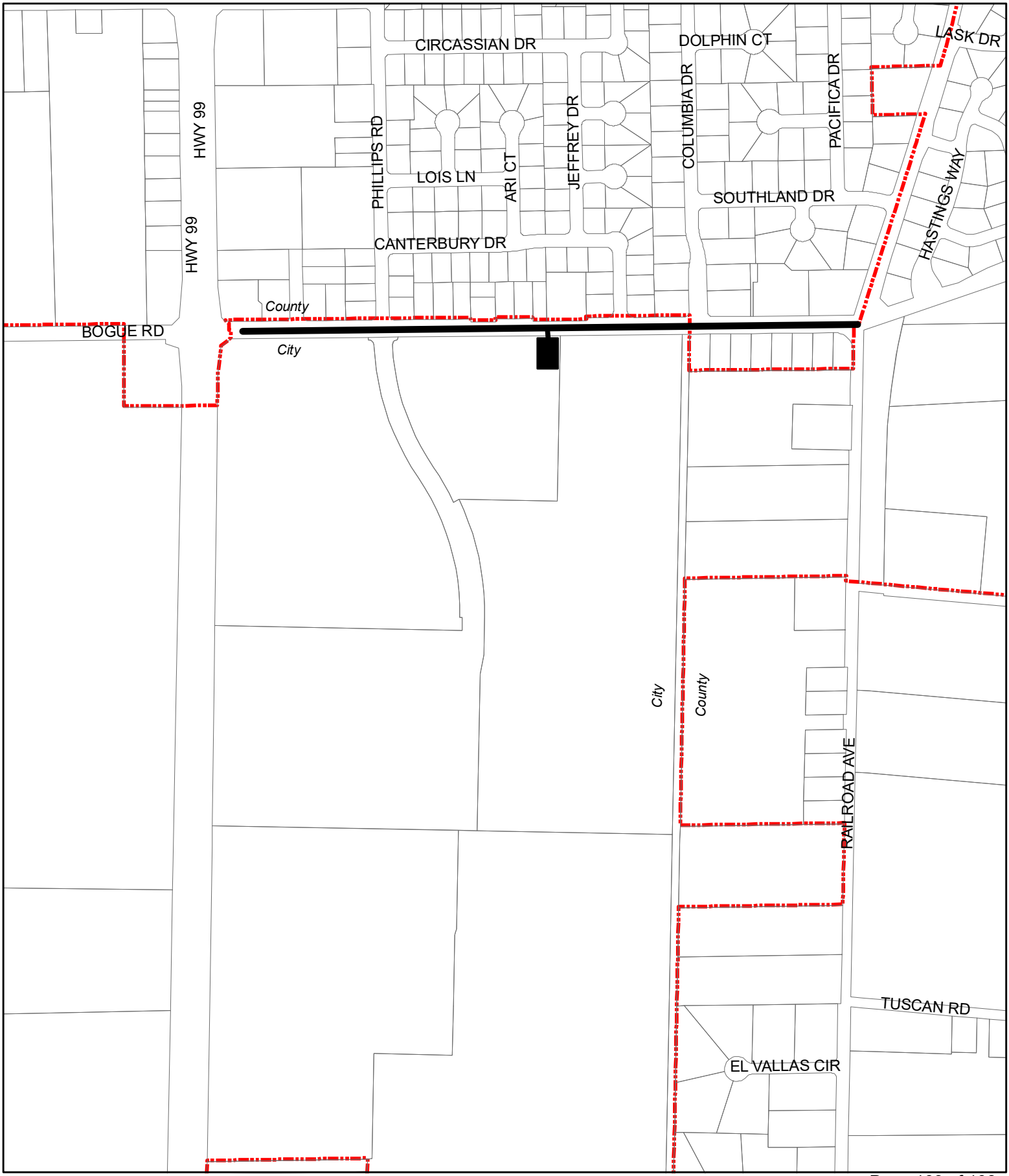
APPROVED AS TO FORM:

_____
Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

ATTACHMENT 2

Bogue Road Sewer Extension Project Exhibit

1 inch = 500 feet



CITY OF YUBA CITY
STAFF REPORT

Date: October 15, 2024
To: Honorable Mayor & Members of the City Council;
From: Administration Department
Presentation By: Diana Langley, City Manager

Summary

Subject: 2024 Nagar Kirtan Sikh Parade
Recommendation: Receive an update from the Sikh Parade Ad Hoc Committee on the planning efforts for the 2024 Nagar Kirtan Sikh Parade
Fiscal Impact: None

Purpose:

To receive an update on the public safety planning efforts for the annual Sikh Parade, scheduled for November 3, 2024.

Council's Strategic Goal:

This addresses Council's goal of Public Safety.

Background:

Every year on the first Sunday in November, the Gurdwara Sahib Sikh Temple (Temple) on Tierra Buena Road hosts the Nagar Kirtan which includes a parade that begins at the Temple, which is located in Sutter County, and continues through the northwestern portion of Yuba City. In December 2023, City Council designated Mayor Harris and Vice Mayor Shaw to lead a Sikh Parade Ad Hoc Committee to work with Temple representatives on coordination of the required Special Event Permit from the City.

Analysis:

Mayor Harris and Vice Mayor Shaw will provide a status update on planning efforts and the Special Event Permit.

Fiscal Impact:

None.

Recommendation:

Receive an update from Sikh Parade Ad Hoc on the planning efforts for the 2024 Nagar Kirtan Sikh Parade.

Attachments:
None

Prepared By:
Diana Langley
City Manager

Submitted By:
Diana Langley
City Manager

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