



**AGENDA**  
**APRIL 19, 2016**  
**REGULAR MEETING**  
**CITY COUNCIL**  
**CITY OF YUBA CITY**

**6:00 P.M. – REGULAR MEETING: COUNCIL CHAMBERS**

<b>MAYOR</b>	• John Buckland
<b>VICE MAYOR</b>	• Stanley Cleveland, Jr
<b>COUNCILMEMBER</b>	• Preet Didbal
<b>COUNCILMEMBER</b>	• John Dukes
<b>COUNCILMEMBER</b>	• Kash Gill
<b>CITY MANAGER</b>	• Steven Kroeger
<b>CITY ATTORNEY</b>	• Timothy Hayes

**1201 Civic Center Blvd**  
**Yuba City CA 95993**

***Wheelchair Accessible***



*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 assist you. Please contact City offices at (530) 822-4817 at least 72 hours in advance so such aids or services can be arranged. **City Hall TTY: 530-822-4732***

**AGENDA  
REGULAR MEETING OF THE CITY COUNCIL  
CITY OF YUBA CITY  
COUNCIL CHAMBERS  
APRIL 19, 2016  
6:00 P.M. – REGULAR MEETING**

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

**Regular Meeting—Council Chambers**

Call to Order

Roll Call:        \_\_\_\_\_ Mayor Buckland  
                      \_\_\_\_\_ Vice Mayor Cleveland  
                      \_\_\_\_\_ Councilmember Didbal  
                      \_\_\_\_\_ Councilmember Dukes  
                      \_\_\_\_\_ Councilmember Gill

Invocation

Pledge of Allegiance to the Flag

**Presentations & Proclamations**

- 1. Mothers Against Drunk Driving Presentation**
- 2. CPR Life Saving Award Proclamation**
- 3. Parks and Recreation Commission Report**

**Public Hearing**

- 4. A public hearing to consider a General Plan Amendment, Specific Plan Amendment, Rezone, and Use Permit to facilitate the installation of two drive through automated teller machines (ATMs) at Sierra Central Credit Union**

- Recommendation:
- A. Adopt the Mitigated Negative Declaration, EA 16-02 that determined that the proposed project will not create any significant environmental impacts
  - B. Adopt a Resolution amending the General Plan land use designation from the Business, Technology, Light Industrial designation to the Office and Office Park designation
  - C. Adopt a Resolution amending the Harter Specific Plan land use designation from the Business Park/Light Industrial designation to the Office Commercial designation
  - D. Introduce an Ordinance rezoning the site from the Heavy Commercial/Light Industrial (C-M) Zone District to the Office Commercial (C-O) Zone District, and waive the first reading

- E. Adopt a Resolution approving a Use Permit for two drive-through ATMs

### **Ordinances**

#### **5. Pre-annexation Rezone 16-01 pertaining to the South Yuba City Area**

Recommendation: Adopt an Ordinance rezoning approximately 1,382 developed and undeveloped parcels, totaling roughly 625 acres consistent with the City's General Plan, and waive the second reading

### **Public Communication**

You are welcome and encouraged to participate in this meeting. Public comment is taken on items listed on the agenda when they are called. Public comment on items not listed on the agenda will be heard at this time. Comments on controversial items may be limited and large groups are encouraged to select representatives to express the opinions of the group.

#### **6. Written Requests**

Members of the public submitting written requests, at least 24 hours prior to the meeting, will be normally allotted five minutes to speak

#### **7. Appearance of Interested Citizens**

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 to three minutes

### **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, staff or public request specific items to be discussed or removed from the Consent Calendar for individual action

#### **8. Minutes of March 22, 2016 & April 5, 2016**

Recommendation: Approve the City Council Meeting Minutes of March 22, 2016 & April 5, 2016

#### **9. Public Employees' Union Local #1 (Local 1) and First Level Managers (FLM) Amendments**

Recommendation: Adopt a Resolution approving Amendments with Public Employees' Union Local #1 and First Level Managers for City Provided Uniforms

#### **10. Professional Services Agreement with Denis Cook for Planning Consulting Services**

Recommendation: Authorize the City Manager to execute a Professional Services Agreement between the City of Yuba City and Denis Cook Consulting of Yuba City, CA for Planning and Development Services Consulting in an amount not to exceed \$115,000 with the finding it is in the best interest of the City

**11. Support for City of Live Oak 2016 Transportation Investment Generating Economic Recovery (TIGER) Grant Application for Improvements on State Route 99**

Recommendation: Adopt a Resolution supporting the City of Live Oak TIGER Funding application for the Live Oak Streetscape Project on State Route 99

**12. Wastewater Treatment Facility Bioassay Test Services**

Recommendation: Authorize the City to enter into an agreement with Pacific Ecorisk of Fairfield, CA for acute and chronic bioassay testing in the amount of \$53,200 with the finding it is in the best interest of the City

**13. Landscape Maintenance Agreement with Geweke Ford and Beeler Tractor for maintenance of the east right of way of State Route 99, north of Sunsweet Blvd.**

Recommendation: A. Authorize the execution of an agreement for maintenance of landscaped areas within the State of California highway right of way on the east side of State Route 99 north of Sunsweet Boulevard in association with Geweke car dealerships  
B. Authorize the execution of an agreement for maintenance of landscaped areas within the State of California highway right of way on the east side of State Route 99 north of Sunsweet Boulevard in association with Beeler Tractor dealership

**14. Professional Services Agreement with Applied Landscape Materials for the Purchase and Application of Mulch**

Recommendation: Award a Professional Services Agreement to Applied Landscape Materials of Rocklin, CA, for mulching services in the amount of \$155,879 with the finding that it is in the best interest of the City

**General Items**

**15. Franklin Road Pedestrian Improvements (Plans & Specifications)**

Recommendation: Adopt a Resolution approving the Plans and Specifications for the Franklin Road Pedestrian Improvements Project and authorizing advertisements for bids on the project

**16. Request the Sutter County Local Agency Formation Commission (Sutter LAFCo) to begin proceedings for the proposed annexation for the unincorporated portion of south Yuba City into the City**

Recommendation: Adopt a Resolution of Application requesting Sutter LAFCo to initiate proceedings for the reorganization of territory that will annex subject properties into the City

**17. Priorities and Goals for Fiscal Year 2016-2017**

Recommendation: Note and Files the Summary of Discussion of the Priority and Goals for FY 2016-2017 Workshop

**Business from the City Council**

**18. City Council Reports**

- Councilmember Didbal
- Councilmember Dukes
- Councilmember Gill
- Vice Mayor Cleveland
- Mayor Buckland

**Adjournment**



On April 5, 2016, Officer David Santanna was recognized by Mothers Against Drunk Driving during an event for Sacramento area law enforcement. The event acknowledged officers that have distinguished themselves with the most DUI arrests for their agencies in 2015. Officer Santanna was recognized for the arrests of 60 drunk drivers in 2015.

Officer Santanna and Officer Chad Cornwell are being recognized for their efforts to combat impaired driving in 2015.

# Proclamation

## RECOGNITION AND COMMENDATION FOR YUBA CITY EMERGENCY RESPONDERS

**WHEREAS**, in 1991, the American Heart Association (AHA) published “Improving Survival from Sudden Cardiac Arrest: The Chain of Survival Concept”, which recommended that all communities adopt the principle of early defibrillation and that all personnel who are expected to perform basic CPR as part of their professional duties should be equipped with and trained to operate an automatic external defibrillator (AED); and

**WHEREAS**, the AHA’s Chain of Survival, as redefined in 2010, lists the following critical actions required to treat life-threatening emergencies, such as heart attack, cardiac arrest, stroke, and foreign body airway obstruction:

- Immediate recognition of cardiac arrest and activation of the emergency response system;
- Early CPR to support circulation to the heart and brain until normal heart activity is restored;
- Rapid defibrillation to treat cardiac arrest caused by ventricular fibrillation;
- Effective advanced life support by EMS personnel;
- Integrated post-cardiac arrest care; and

**WHEREAS**, Yuba City emergency responders have adopted Chain of Survival principles, which has improved the safety of Yuba City residents, as evidenced by the following incident:

On October 1, 2015, at 09:04, a 9-1-1 emergency call was received at the Yuba City Police Department Dispatch. The caller reported that a 76 year old man had collapsed and was not breathing. Dispatcher Aarika Campos dispatched Fire Captain Dave Newquist and Fire Apparatus Operator Garry Gonzales at Fire Station No. 2, located at 1641 Gray Ave., which were the closest first responders.

Also dispatched to the incident were Captain Matt Johnson, Fire Apparatus Operator Chris Johnson and Firefighter Scott Stevenson at Fire Station No.1, located at Clark Avenue and Forbes Avenue, and Patrick Maher and Ben Lewis with Bi-County Ambulance 112.

Dave Newquist and Garry Gonzales arrived to the scene five minutes after being dispatched and found the caller still on the phone with Aarika Campos and administering CPR to the victim. The two firefighters promptly took over the care of the victim and determined that he had suffered cardiac arrest. They then administered high quality CPR, used an AED, and provided Basic Life Support (BLS) to the victim. The victim responded favorably and Advanced Cardiac Life Support (ACLS) was provided by the Bi-County Ambulance crew upon arrival at scene. The victim was transported to the hospital by the Bi-County Ambulance, and has made a full recovery; and

**WHEREAS**, this incident shows the effectiveness of the Chain of Survival principles and highlights the professionalism and dedication of the emergency responders who protect the citizens of Yuba City. The victim is alive today because Dispatcher Aarika Campos quickly dispatched fire crews to the incident and provided detailed CPR instructions over the telephone to the victim’s family, which kept blood pumping to the victim’s brain and heart until the responding firefighters could administer effective High Quality CPR and an electric shock from the AED in an attempt to restore normal heart rhythm, and Bi-County Ambulance paramedics could provide ACLS and transport the victim to the hospital. The system worked!

**NOW, THEREFORE, BE IT RESOLVED** that I, John Buckland, Mayor of the City of Yuba City, on behalf of the entire City Council, do hereby recognize and commend the following individuals for their professionalism and dedication to duty:

- Yuba City Police Department Dispatcher Aarika Campos for the professional manner in which she handled the dispatching of emergency responders and kept the caller calm;
- Fire Captains Dave Newquist and Matt Johnson, Fire Apparatus Operators Garry Gonzales and Chris Johnson and Firefighter Scott Stevenson for efficiently and effectively administering high quality CPR and using the AED on the victim; and
- Bi-County Ambulance crewmembers Patrick Maher and Ben Lewis for providing ACLS and quickly transporting the victim to Rideout Hospital for definitive treatment and care.

Done on this 15<sup>th</sup> day of February, 2016 at the City of Yuba City, County of Sutter, State of California.



## **PARKS AND RECREATION COMMISSION REPORT**

### **Members:**

**Charles Anderson**

**Sharon Foote**

**Gary Hurlbut**

**Cyndi Shatswell**

**Ericka Summers**



CITY OF YUBA CITY  
STAFF REPORT

**Date:** April 19, 2016

**To:** Honorable Mayor & Members of the City Council

**From:** Development Services Director

**Presentation By:** Arnaldo Rodriguez, AICP, Development Services Director

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**Summary**

**Subject:** A public hearing to consider a General Plan Amendment, Specific Plan Amendment, Rezone, and Use Permit to facilitate the installation of two drive-through automated teller machines (ATMs) at Sierra Central Credit Union

**Recommendation:**

- A. Adopt a Mitigated Negative Declaration, EA-16-02 that determined that the proposed project will not create any significant environmental impacts.
- B. Adopt a resolution amending the General Plan land use designation from the Business, Technology, Light Industrial designation to the Office and Office Park designation.
- C. Adopt a resolution amending the Harter Specific Plan land use designation from the Business Park/Light Industrial designation to the Office Commercial designation.
- D. Introduce an ordinance rezoning the site from the from the Heavy Commercial/Light Industrial (C-M) Zone District to the Office Commercial (C-O) Zone District and waive the first reading.
- E. Adopt a resolution approving a Use Permit for two drive-through ATM.

**Fiscal Impacts:** The costs for processing the land use entitlements is funded by the payment of the required entitlement fee, a flat rate fee that covers staff costs. Moreover, the development of the project will be subject to the payment of development impact fees as well as building permit fees that will cover future costs incurred by the City.

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**Purpose:**

A public hearing to amend the General Plan and Harter Specific land use designations and rezone the subject site to facilitate the installation of two drive-through ATM.

## **Background**

The applicant has filed numerous land use entitlements pertaining to eight acres located at the southeast corner of Butte House Road and Harter Parkway (See **Attachment 1**). The project consists of a proposal to construct a new two-lane one-way driveway off of the existing driveway that accesses Harter Parkway. The drive-through ATMs will be located just south of the existing office building. The two lanes will provide drive-through aisles providing in-vehicle access to two freestanding automated teller machines. There will be a decorative shed roof over the facility. In total the request includes:

1. **GPA 16-01:** Amending the General Plan land use designation from the Business, Technology, Light Industrial designation to the Office and Office Park designation (**Attachment 2**).
2. **SPA 16-01:** Amending the Harter Specific Plan land use designation from the Business Park/Light Industrial designation to the Office Commercial designation (**Attachment 3**).
3. **RZ 16-02:** Amending the zoning for the property from the Heavy Commercial/Light Industrial (*C-M*) Zone District to the Office Commercial (*C-O*) Zone District (**Attachment 4**).
4. **UP 16-01:** A Use Permit for two drive-through ATMs (**Attachments 5 and 6**).

## **Planning Commission Action:**

On April 13, 2016, the Yuba City Planning Commission considered this project and by a vote of 6 to 0 with one Commission member absent, recommended approval of the project.

## **Previous City Council Actions and/or Policies:**

The City Council approved Development Plan 12-02 in 2012, which serves as the master plan for the eight acre Sierra Central Credit Union campus. The original plan called for the project to be completed in three phases, Phase I of which is the existing 53,600 square foot building. Phase II includes a new office building, as does Phase III. However, it should be noted that Phase III provided a parking area where the proposed ATMs are slated to be installed. Given that the drive-through was not identified as part of the original project, the Development Plan will need to be revised prior to the development of Phase III.

## **Property Description and Background:**

The eight acre site is partially developed with a 53,600 square foot, two-story Sierra Central Credit Union headquarters and customer service facility with associated parking and landscaping. There remains vacant land intended to house two future phases of buildings for the credit union headquarters. No schedule has been provided for the other two phases of the campus construction. The proposed ATM drive-through conflicts with the parking area for the planned Phase III building.

Sierra Central Credit Union recently completed their new corporate office and customer service

facility on this site. The entitlements for the existing building and two buildings did not, however, provide for a drive-through ATM facility. ATMs that are attached to the building are permitted uses, but the particular land use designations and zone district that are applied to this property do not allow drive-throughs. In order to facilitate the proposed drive-through facility on this property the General Plan and Harter Specific Plan land use designations and zoning must be revised to designations and a zone district that permit drive-throughs. In addition, all zone districts that address drive-throughs require a Use Permit.

**Bordering Uses:**

The subject property is surrounded by undeveloped land that is located within the Harter Specific Plan. Adjacent land uses include:

**Table 1: Bordering Land Uses (for the proposed automated teller machines)**

<i>North:</i>	The Sierra Central Credit Union corporate offices and customer service center (on the same site). Butte House Road is beyond the office building.
<i>South:</i>	Vacant land within the Harter Specific Plan that is designated for employment-type uses. A future office building is planned to be constructed proximate to the ATM site as Phase III of the company’s approved development plan.
<i>East:</i>	Vacant land within the Harter Specific Plan that is designated for employment-type uses.
<i>West:</i>	Harter Parkway with vacant land on the opposite side that is within the Harter Specific Plan and designated for multiple-family residential uses.

**Proposal Summary:**

The following table provides a synopsis of the proposal.

**Table 2: Project Summary**

**General Plan Designation**

<i>Existing:</i>	Business, Technology, Light Industry General Plan land use designation. This designation provides for a variety of employment-type businesses.
<i>Proposed:</i>	The Office and Office Park General Plan land use designation is intended primarily for office and similar type uses, but does not allow light industrial uses that the existing designation permits.

**Harter Specific Plan Designation**

<i>Existing:</i>	Business Park/Light Industrial – This Specific Plan designation is intended to provide a transition between commercial and industrial uses, and is intended to provide areas for the development of job-intensive type businesses.
<i>Proposed:</i>	Office Commercial – Similar to the intent of the existing Specific Plan designation, which is job creation, but limited to office-type uses, with minor exceptions.

**Zoning Classification**

<i>Existing:</i>	Commercial/Light Industrial (C-M) Zone District, which does not permit drive-through facilities.
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*Proposed:* Office Commercial (C-O) Zone District, which permits drive-throughs with an approved Use Permit.

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### **Environmental Determination:**

An environmental assessment (EA 16-02) was prepared for this project in accordance with the requirements of the California Environmental Quality Act (CEQA) Guidelines. This process included the distribution of requests for comment from other responsible or affected agencies and interested organizations.

Based upon the attached environmental assessment and the identified mitigation measure, staff has determined that there is no evidence in the record that the project may have a significant effect on the environment and recommends adoption of a Mitigated Negative Declaration (MND) for this project. The findings of the MND are that the amended General Plan and Harter Specific Plan, and the Rezoning, all of which can be considered more restrictive than the existing designations and zone district (eliminates light industrial uses from being permitted) and the allowance of parallel drive-through ATMs with a Use Permit, will not create any significant impacts to the property or in the vicinity. As a result, the filing of a MND is appropriate in accordance with the provisions of CEQA.

### **Staff Comments:**

#### *Plan Amendments and Rezoning*

The existing Business, Technology and Light Industry (BT&LI) General Plan designation is a broad land use category, allowing for a wide range of uses with a common theme of creating employment opportunities. However, the zoning that implements the BT&LI land use designation, the C-M Zone District, does not provide for drive-through facilities. The primary reason is that the uses allowed by this zone district typically do not utilize drive-through facilities. Drive-throughs are primarily utilized by uses found in commercial zone districts. A known exception is bank; a credit union such as Sierra Central, from a land use standpoint is comparable to a bank. Although, the Sierra Central Credit Union facility is a corporate office, which is appropriate for the existing zoning, it is also a customer service facility which, similar to a bank, could employ a drive-through. In this rather unique situation an amendment to the General Plan to modify the land use designation to an office designation is appropriate. The Office & Office Park land use designation allows for the Office Commercial Specific Plan designation, and subsequently the application of the Office Commercial (C-O) Zone District. The C-O Zone District permits drive-throughs subject to securing a Use Permit.

The change to an Office designation for both plan land use and zoning is more restrictive than the existing BT&LI designation and accompanying zoning. Given that the site is already partially developed for a less intensive use than commonly found in the C-M Zone district, the proposed modifications are appropriate. The modification to a more restrictive zone district is in keeping with the original intent for the area, which is to attract businesses that provide jobs for the community.

The proposed Office and Office Park designation is not expected to adversely impact the

neighboring undeveloped properties that remain designated BT&LI. The range of uses allowed by the more restrictive Office designation is generally compatible with the broader range of uses allowed in the BT&LI designation given that both are envisioned as employment centers.

#### *Use Permit*

The requirement for a Use Permit for drive-throughs is generally centered on the proposed use being appropriate for the site, which includes site compatibility, urban design, the relationship with neighboring properties uses (or potential uses in this case), vehicle access, and public safety. A summary is provided below.

*Site Compatibility* – The City’s original review of the Sierra Central corporate headquarters was based on a three-phase project, Phase I of which is the existing 53,600 square foot building. Phases II and III call for the development of additional buildings. The original plan did not, however, include a drive-through. The proposed drive-through does not impact the previously approved building locations; however, it does appear to impact future parking. As a result, a condition has been incorporated that stipulates that the applicant amend the original plan prior to developing Phase III.

*Urban Design* – The proposed ATMs are inconspicuous when viewed from the public roadway; however, the applicant is proposing an open sided, mono-pitched shed roof to protect the ATMs and patrons from inclement weather. The support posts will provide a stone feature, while the roof will match the style and color of the existing carport proximate to the proposed ATMs and as the primary building.

*Compatibility with neighboring uses* – The zoning on neighboring properties are primarily employment type districts. Due to the improvements associated with developing these properties, this area will likely develop with a campus-like office or technology development that includes office, research and development, or similar uses that would be compatible with the proposal.

*Public Safety* - The proposed drive aisle via the existing drive-approach from Harter Parkway does not present any public safety concerns. The proposed driveway also connects well with the existing parking drive aisles on the site. The recommended Public Works Conditions of Approval pertain to drainage and pollution control.

#### **Recommended Action:**

The appropriateness of the proposed project has been examined with respect to its consistency with the General Plan, Harter Specific Plan and its compatibility with surrounding uses. These factors have been evaluated as described above and by the accompanying environmental assessment. Therefore, staff recommends that the City Council take the following actions:

- A. **Environmental:** Adopt Mitigated Negative Declaration EA 16-02 determining that with the proposed mitigation measure, the General Plan Amendment, Specific Plan Amendment, Rezoning, and Use Permit, will not create any significant environmental impacts (**Attachment 7**).

- B. **General Plan Amendment:** Adopt a resolution re-designating the eight-acre property from Business, Technology and Light Industry Land Use Designation to the Office and Office Park Designation which permits drive-throughs subject to securing a Use Permit (**Attachment 8**).
- C. **Harter Specific Plan Amendment:** Adopt a resolution re-designating the property from the Business Park/Light Industrial Specific Plan Designation to the Office Commercial designation is consistent with the Office and Office Park General Plan Designation (**Attachment 9**).
- D. **Rezoning:** Adopt an ordinance that the proposed C-O Zone District is consistent with the proposed Office and Office Park General Plan Designation (**Attachment 10**) and waive the first reading.
- E. **Use Permit:** Adopt a resolution that based upon analysis of the Use Permit application and subject to the applicant's compliance with the conditions of approval, the following required findings of Section 8-5.7001(C) of the Municipal Code can be made (**Attachment 11**):

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

- Considering the companion General Plan Amendment as part of this project and the analysis provided in this report, the project is consistent with the General Plan.

- b. *The site for the proposed use is adequate in size and shape to accommodate said use, public access, parking and loading, yards, landscaping, and other features required by this Chapter (Zoning Regulations).*

- The proposed drive-through facility is incidental to the primary use, which is a 53,000 square foot credit union and corporate office. The proposal does not require any additional parking and an adequate landscape area is proposed around the drive-through. With the added condition that new landscaping be compatible with the existing landscaping, the site is of adequate size and shape to accommodate the proposed use.

- c. *The streets serving the site are adequate to carry the quantity of traffic generated by the proposed use.*

- Based on the previously approved entitlements for the Sierra Central campus and related traffic study completed for the Harter Specific Plan, Harter Parkway and Butte House Road are adequate to accommodate the traffic expected to be generated by the overall development of the property. It is anticipated that the drive-through will generate little if any new traffic; rather, it will allow customers to conduct business from within their vehicle rather than walk into the building.

- d. *The site design, design of the building, and scale of the project will complement neighboring facilities.*

Based on the analysis provided in the staff report, the design of the project will match the architecture of the existing building, which was determined to be consistent with the Yuba City Design Guidelines. There are no other nearby buildings at this time.

- e. The project will not be detrimental to the health, safety, peace, comfort, and general welfare of persons residing or working in the vicinity.*

Based on the initial study prepared for this project, which considers impacts on the site and neighboring properties, there will be no significant environmental impacts created by the completion of this project.

**Alternatives:**

Delay, modify, or return to staff for additional analysis.

**Attachments:**

1. Aerial photo, location map
2. General Plan Amendment map – existing and proposed
3. Specific Plan Amendment map – existing and proposed
4. Rezone map – existing and proposed
5. Project site plan
6. Structure elevations
7. Mitigated Negative Declaration
8. Resolution (General Plan; Plan Amendment)
9. Resolution (Harter Specific Plan; Plan Amendment)
10. Ordinance (Rezone)
11. Resolution (Use Permit)

**Prepared By:**

*/s/ Arnoldo Rodriguez*  
Arnoldo Rodriguez  
Development Services Director

**Submitted By:**

*/s/Steven C. Kroeger*  
Steven C. Kroeger  
City Manager

**Reviewed By:**

Finance

RB

City Attorney

TH by email

**USE PERMIT 16-01  
CONDITIONS OF APPROVAL**

**Planning Division**

1. Use Permit 16-01 is for a double drive-through ATM facility that is detached from the main building. This also includes the two-lane one-way driveway that branches off the primary driveway connecting to the vehicle parking area.
2. Approval of Development Plan DP 16-01 shall be null and void without further action if either the project has not been substantially commenced within 2 years of the approval date of the development plan or a request for an extension of time has not been submitted to the City.
3. Development Plan 16-01 is contingent upon the approval by the City Council of General Plan Amendment 16-01, Specific Plan Amendment 16-01 and Rezone 16-02.
4. Previously approved Development Plan 12-02 must be revised prior to the issuance of building permits for Phase III since the drive-through facility was not included in that approval process.
5. The new landscaping associated with the drive-through shall match the existing landscaping.

**Public Works Department**

6. Provide curbing, or a graded shoulder, on the southerly side of the proposed ATM driveway to prevent dirt from coming on to the pavement area.
7. To help contain fugitive dust, construction sites shall be watered down during the construction phase of the project or as directed by the Public Works Department. Water conservation is a priority for the City, and therefore it is recommended that the contractor monitor their use and obtain water from alternate sources (e.g. agricultural wells) when available.
8. All grading operations on the project shall be suspended as directed by the Feather River Air Quality Management District when sustained winds exceed 20 miles per hour or when winds carry dust beyond the property line despite implementation of all feasible dust control measures.
9. Provide an erosion control plan in accordance with the City's updated Storm Water Ordinance.
10. Drainage from the proposed driveway shall drain into existing onsite drainage inlets.
11. All improvements shall be in accordance with Yuba City standards.

**Sutter County Public Works Department**

12. Parcel 59-010-083 is located in Sutter County Water Agency Zone of Benefit No. 6. Prior to building permit issuance, the applicant shall be required to pay Sutter County Water

Agency connection fees and maintenance and operation fees for all increased impervious surfaces of the project. Fees are payable at the Sutter County Public Works Department counter located at 1130 Civic Center Blvd., Yuba City. Phone (530) 822-7450.

# Attachment 1: Aerial Photo



Harter Parkway

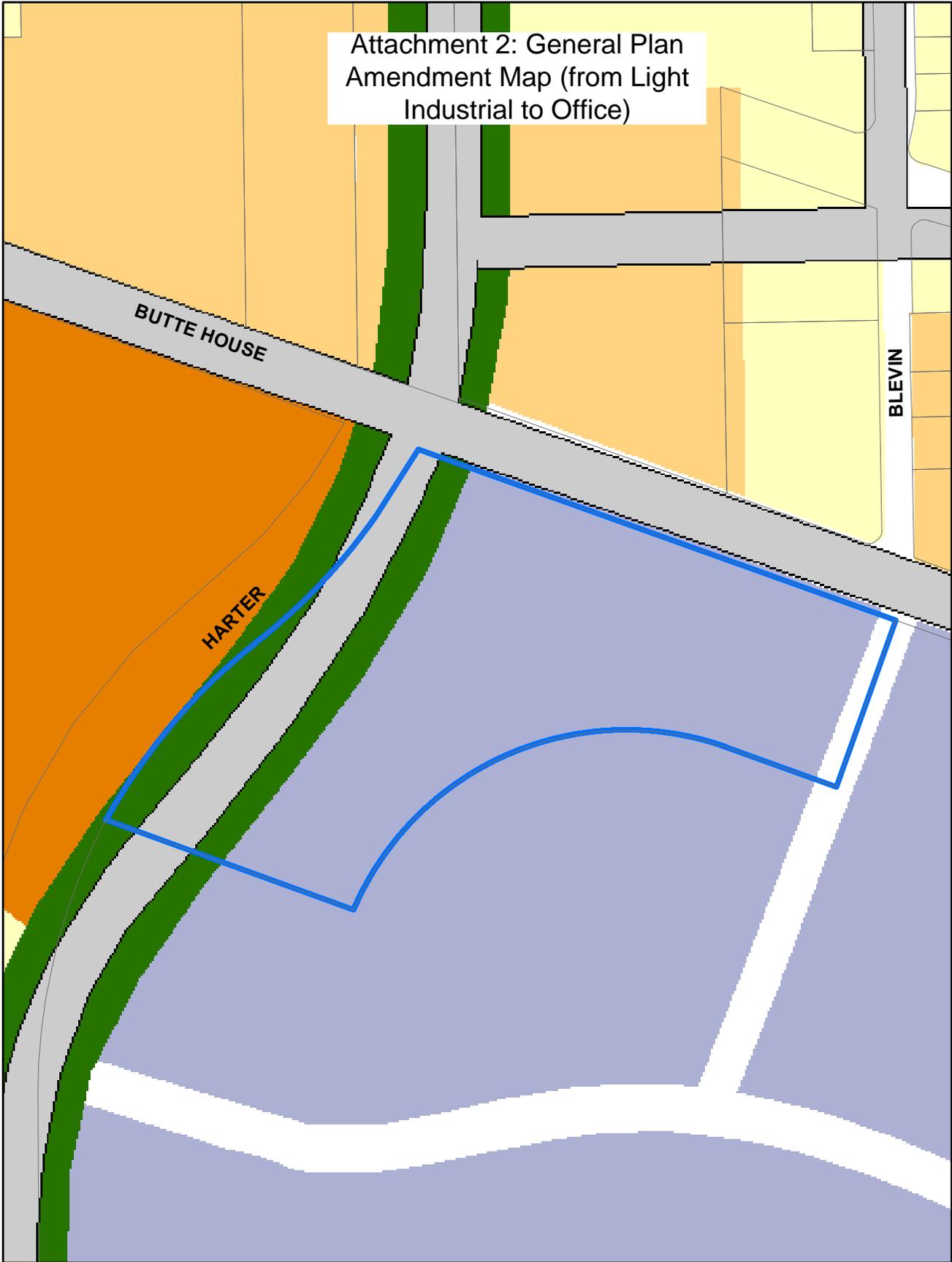
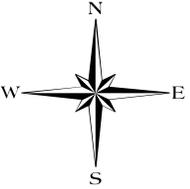
Butte House Road

Sierra Central  
Credit Union

Proposed ATMs



Attachment 2: General Plan  
Amendment Map (from Light  
Industrial to Office)



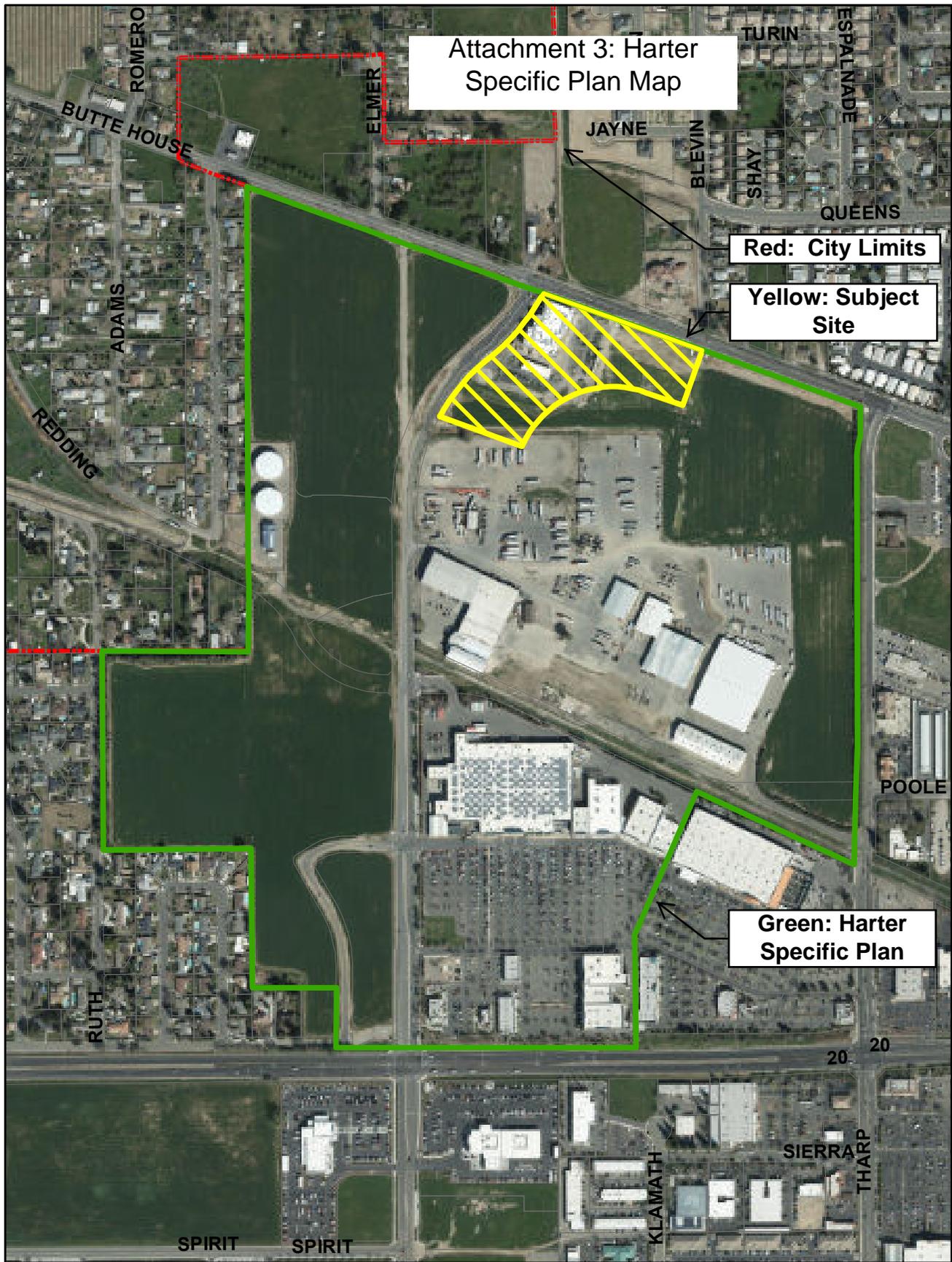
### Southeast corner of Harter Parkway & Butte House Road

GP 16-01

SP 16-01

Sierra Central Credit Union

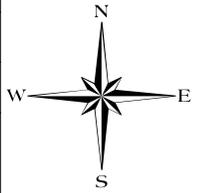
1 inch = 200 feet



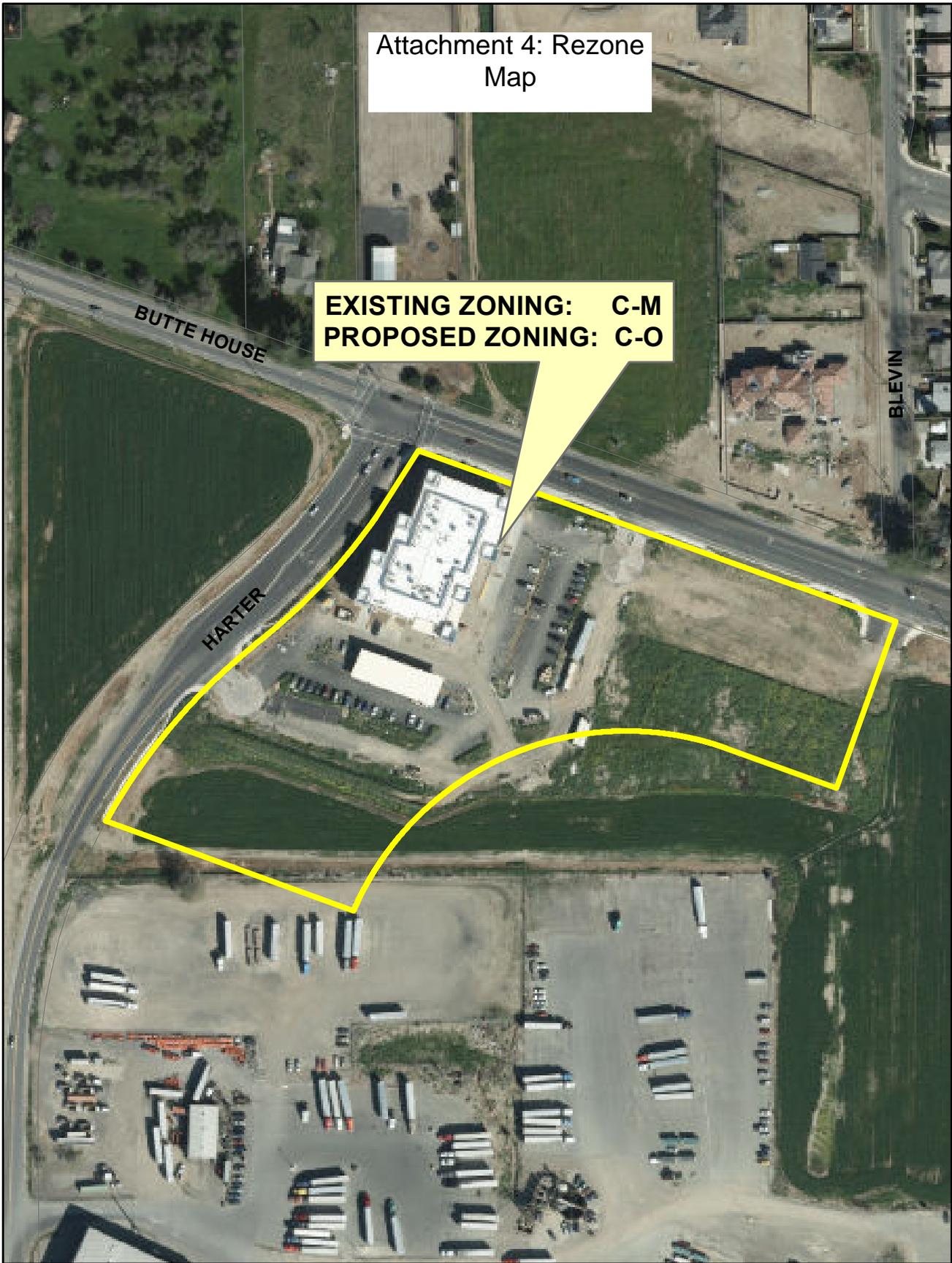
Southeast corner of Harter Parkway & Butte House Road

1 inch = 600 feet

Attachment 4: Rezone  
Map



**EXISTING ZONING: C-M**  
**PROPOSED ZONING: C-O**



Southeast corner of Harter Parkway & Butte House Road

Rezone 16-02

Sierra Central Credit Union

1 inch = 200 feet

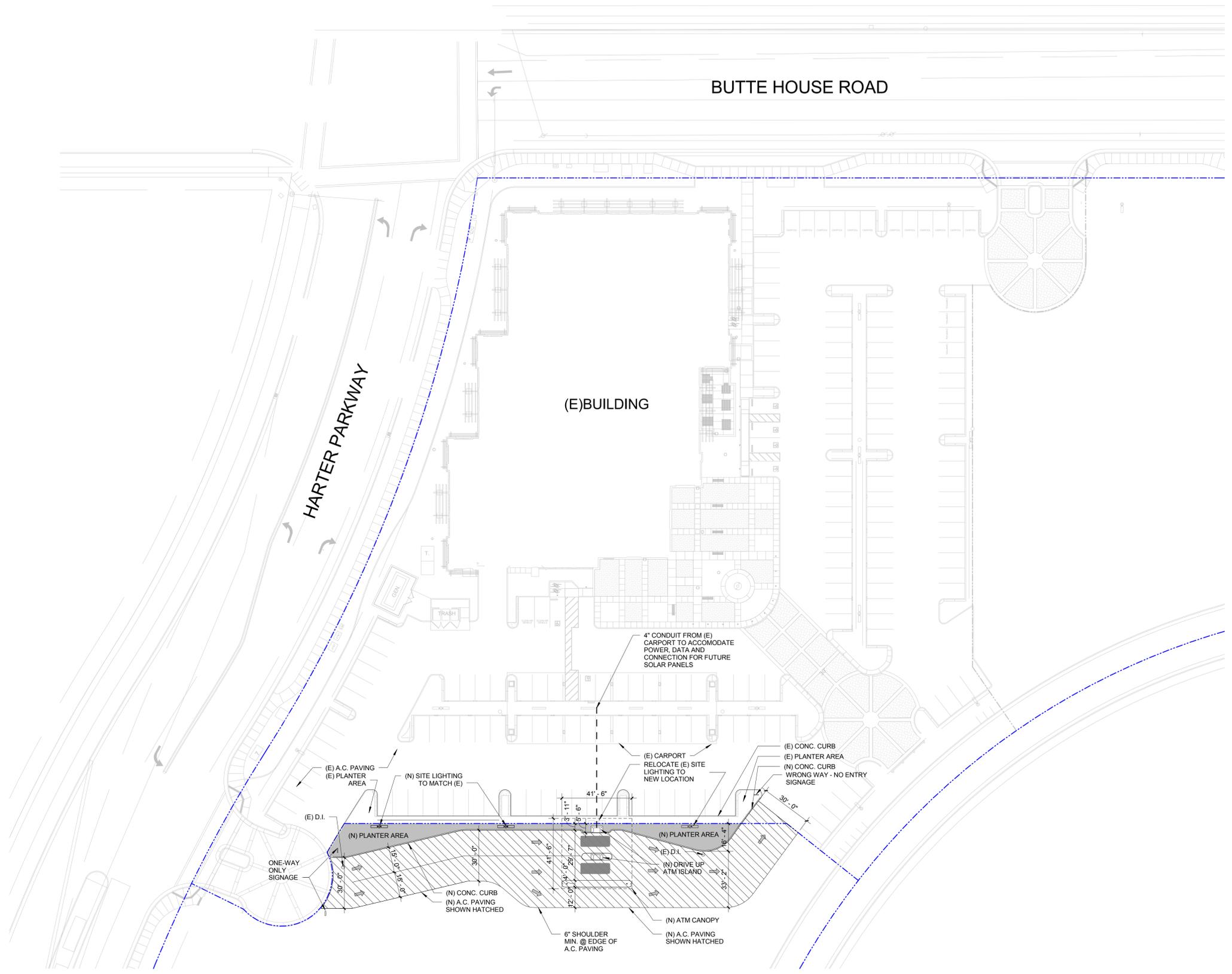
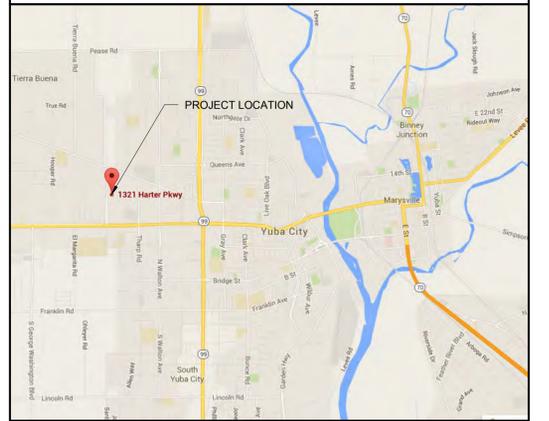


## Attachment 5. Site Plan

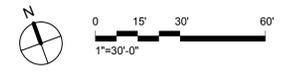
**PROJECT INFORMATION**

**PROJECT LOCATION:** SIERRA CENTRAL CREDIT UNION MAIN OFFICES  
 1321 HARTER PARKWAY  
 YUBA CITY, CA 95993  
**SITE APN:** 059-010-104  
**TYPE OF CONSTRUCTION:** ATM DRIVE-THRU CANOPY, STEEL STRUCTURE  
**OCCUPANCY GROUP:** U- UTILITY AND MISCELLANEOUS  
**STORIES:** 1  
**BUILDING AREA:** ± 1,722 S.F.  
**BUILDING HEIGHT:** 18' - 0"

**VICINITY MAP**



**1 SITE PLAN**  
 1" = 30'-0"

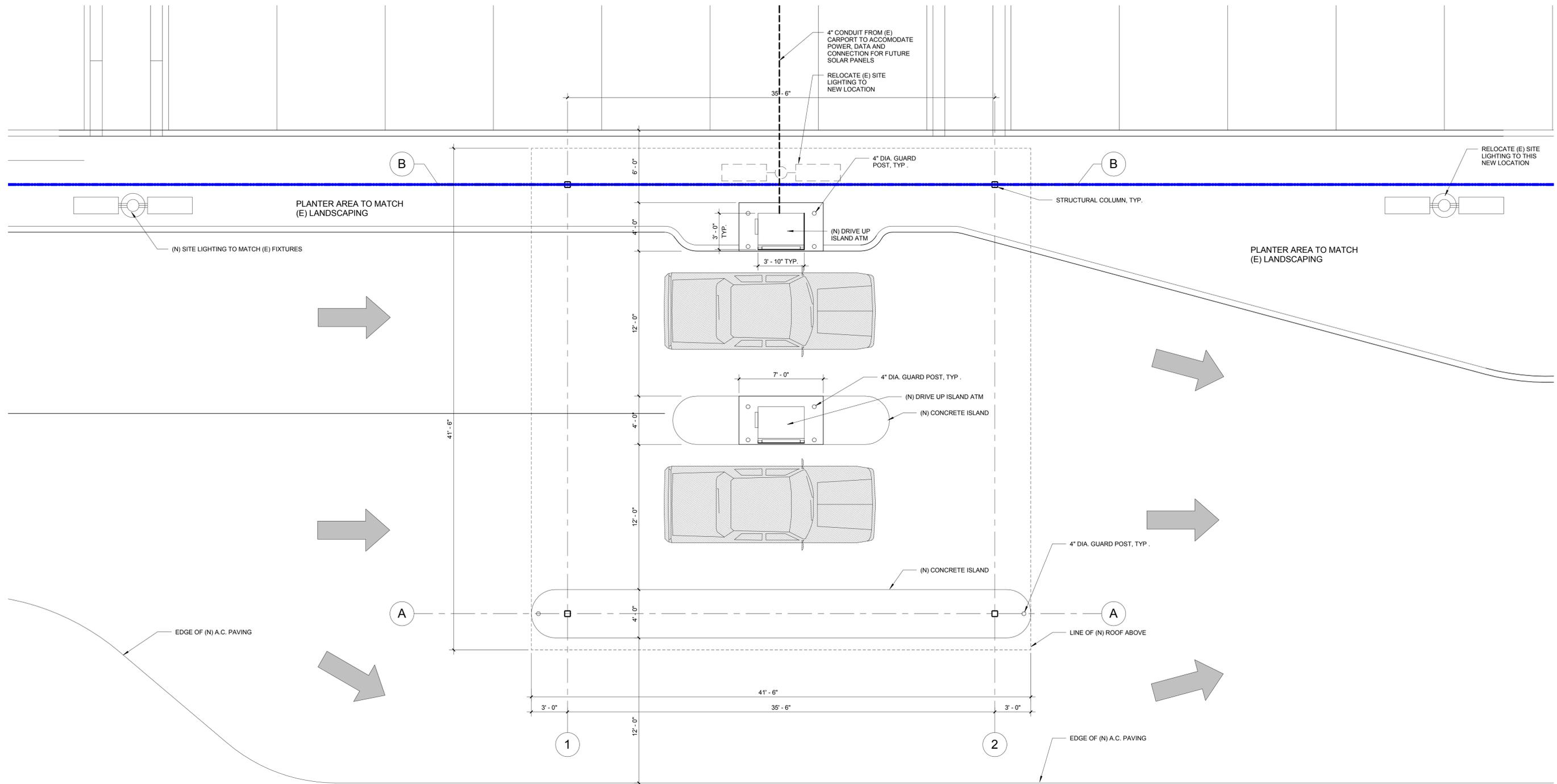


**SIERRA CENTRAL CREDIT UNION - ATM OVERALL SITE PLAN**

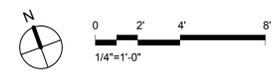
1321 Harter Parkway Yuba City, CA 15037 03/08/16

1478 STONE POINT DRIVE SUITE 350 ROSEVILLE, CA 95661 T | 916 782 7200 borgesarch.com





1 PLAN AT ATM  
1/4" = 1'-0"



SIERRA CENTRAL CREDIT UNION - ATM ENLARGED SITE PLAN

1321 Harter Parkway Yuba City, CA 15037 03/08/16

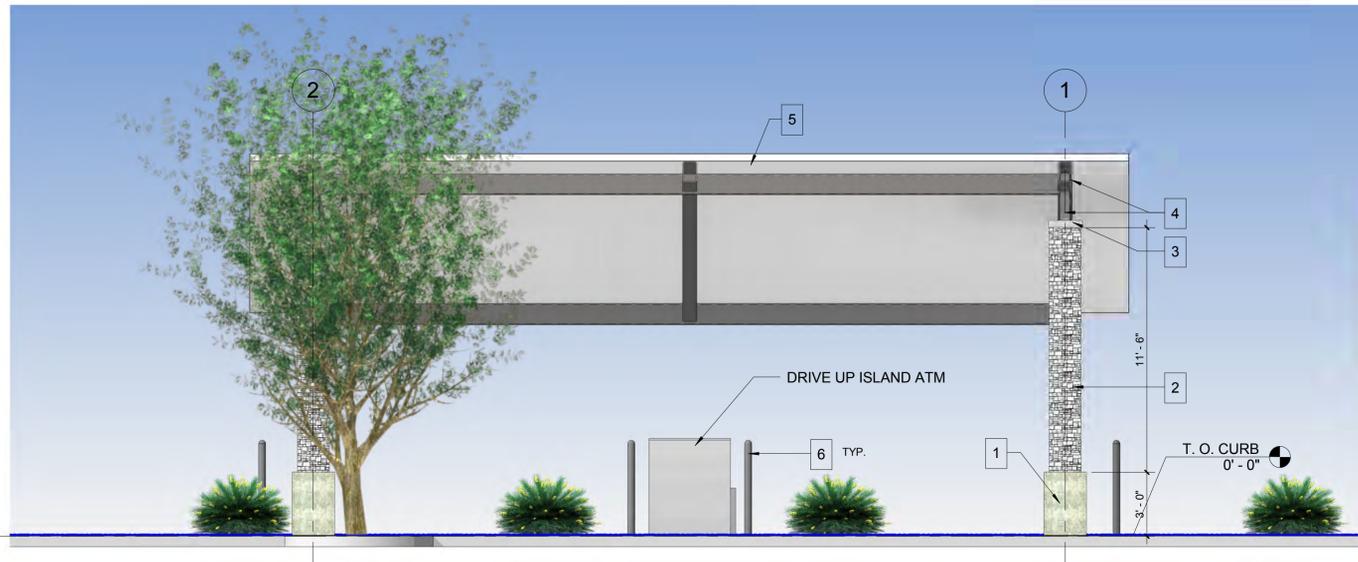
1478 STONE POINT DRIVE SUITE 350 ROSEVILLE, CA 95661 T | 916 782 7200 borgesarch.com

SA-1.1

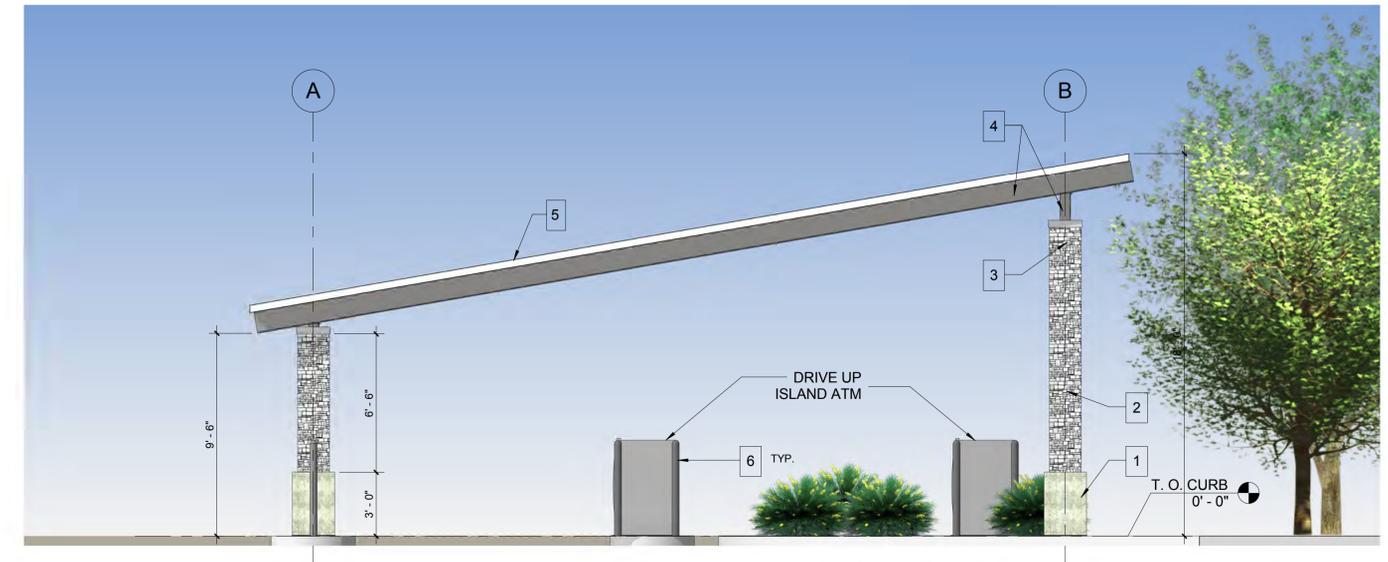




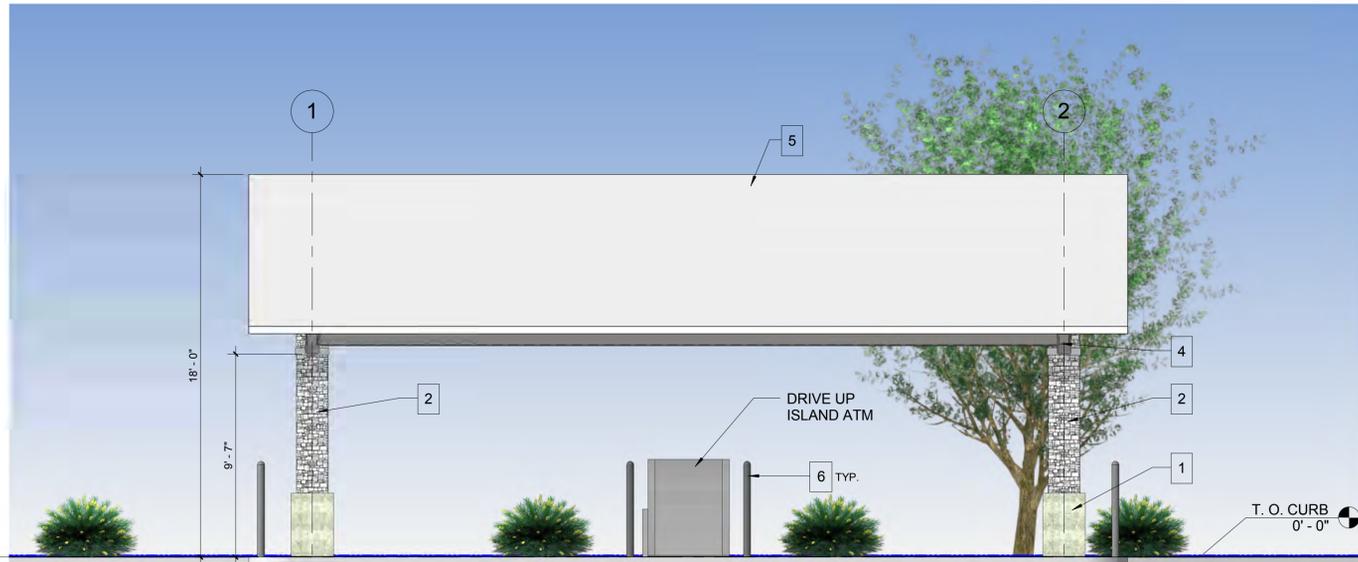
## Attachment 6. Building Elevations



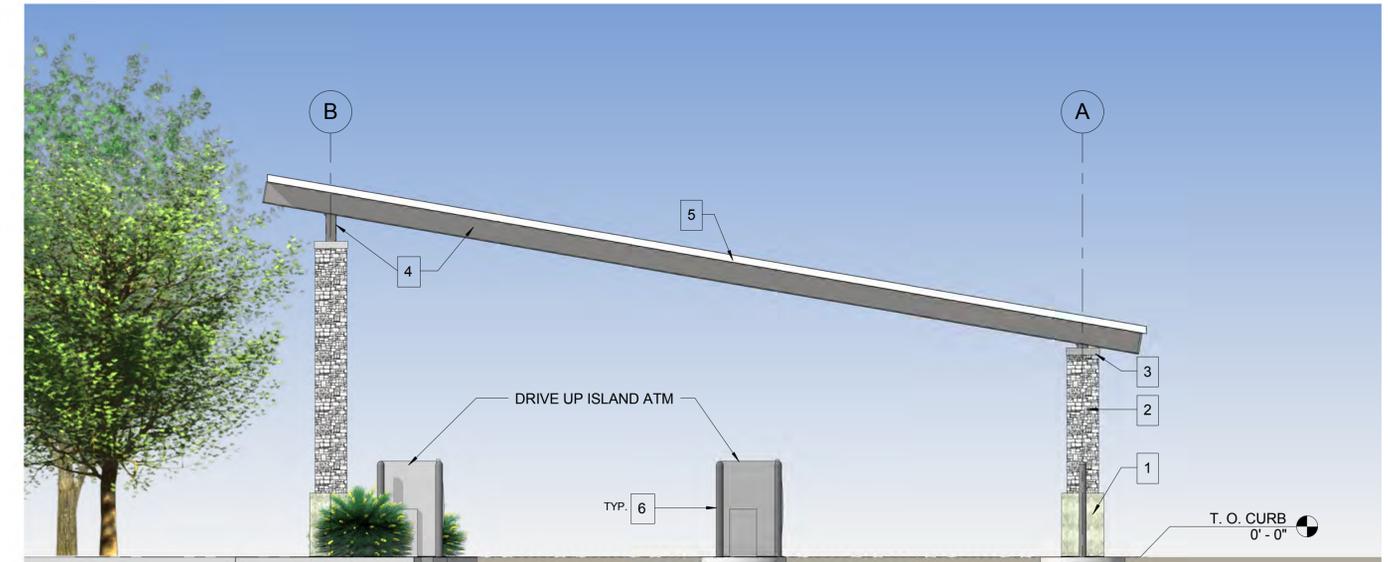
3 NORTH ELEVATION  
1/4" = 1'-0"



1 EAST ELEVATION  
1/4" = 1'-0"



4 SOUTH ELEVATION  
1/4" = 1'-0"



2 WEST ELEVATION  
1/4" = 1'-0"

EXTERIOR FINISH LEGEND	
1.	PRE-CAST CANTERRA STONE, 2-PIECE COLUMN BASE TO MATCH (E) CARPORT P1
2.	NATURAL STONE VENEER TO MATCH (E) CARPORT
3.	STONE VENEER CAP
4.	STRUCTURAL BEAMS AND COLUMNS TO BE PRIMED AND PAINTED TO MATCH (E) CARPORT
5.	PVC ROOFING OVER 1/2" DENS DECK OVER 2" RIGID INSUL. OVER METAL DECK TO MATCH EXISTING CARPORT
6.	4" DIA. GUARD POST PAINTED TO MATCH (E) CARPORT COLUMN

# SIERRA CENTRAL CREDIT UNION - ATM ELEVATIONS

1321 Harter Parkway Yuba City, CA 15037 03/08/16

1478 STONE POINT DRIVE SUITE 350 ROSEVILLE, CA 95661 T | 916 782 7200 borgesarch.com





Attachment 7. Mitigated Negative Declaration 16-02



**Environmental Assessment 16-02  
Initial Study and Negative Declaration for  
GPA 16-01, SPA 16-01, RZ 16-02, UP 16-01, Sierra Central Credit Union**

*Prepared for:*

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

*Prepared By:*

City of Yuba City  
Development Services Department  
Planning Division  
1201 Civic Center Blvd.  
Yuba City, CA 95993

March, 2016



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CITY OF YUBA CITY

**Development Services Department**

**Planning Division**

1201 Civic Center Blvd. Yuba City, CA 95993 Phone (530) 822-4700

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## Section 1. Introduction & Project Overview

### Purpose and CEQA Process

---

This Initial Study(IS)/Mitigated Negative Declaration has been prepared in conformance with CEQA Guidelines Section 15070. The purpose of the IS/MND is to determine the potential significant impacts associated with the Sierra Central Credit Union General Plan Amendment, Specific Plan Amendment, Rezoning and Use Permit. In addition, this document is intended to provide the basis for input from public agencies, organization, and interested members of the public for the project.

### Introduction

---

This Initial Study has been prepared to identify and assess any anticipated environmental impacts resulting from the proposed General Plan amendment and Specific Plan amendment from Business, Technology and Light Industrial designations to Office designations, rezoning from a Heavy Commercial/Light Industrial Zone District to an Office Commercial Zone District and a use permit for double drive-through ATM machines for the Sierra Central Credit Union in the City of Yuba City. The application is considered a project under the California Environmental Quality Act (CEQA), as the City has discretionary authority over the project.

This document has been prepared to satisfy the California Environmental Quality Act (CEQA) (Pub. Res. Code, Section 21000 *et seq.*) and the State CEQA Guidelines (Title 14 CCR §15000 *et seq.*). CEQA requires that all state and local government agencies consider the environmental consequences of projects over which they have discretionary authority before acting on those projects.

The initial study is a public document used by the decision-making lead agency to determine whether a project may have a significant effect on the environment. If the lead agency finds substantial evidence that any aspect of the project, either individually or cumulatively, may have a significant effect on the environment, regardless of whether the overall effect of the project is adverse or beneficial, the lead agency is required to use a previously prepared EIR and supplement that EIR, or prepare a subsequent EIR to analyze at hand. If the agency finds no substantial evidence that the project or any of its aspects may cause a significant effect on the environment, a negative declaration (ND) shall be prepared. If in the course of the analysis, it is recognized that the project may have a significant impact on the environment, but that with specific recommended mitigation measures, these impacts shall be reduced to less than

significant, a mitigated negative declaration shall be prepared.

In reviewing all of the available information for the above referenced project, the City of Yuba City Planning Division has analyzed the potential environmental impacts created by this project and a mitigated negative declaration has been prepared for this project.

### Intended Uses of this Document

---

In accordance with CEQA, a good-faith effort has been made during preparation of this Initial Study (IS)/MND to contact affected public agencies, organizations, and persons who may have an interest in the proposed project. In reviewing the Draft IS/MND, affected and interested parties should focus on the sufficiency of the document in identifying and analyzing the possible impacts on the environment and ways in which the effects of the Plan Amendments, Rezone, and Use Permit would be avoided or mitigated.

The Draft IS/MND and associated appendixes will be available for review during regular business hours at the City of Yuba City Development Services Department (1201 Civic Center Boulevard, Yuba City, California 95993).

Comments on the Draft IS/MND must be submitted in writing during the 20-day comment period, which will commence on March 14, 2016. Written comments on the Draft IS/MND should be sent to the above address by 5:00 p.m. on April 13, 2016.

## Notice of Declaration

---

**1. PROJECT TITLE:**

GPA 16-01, SPA 16-01, RZ 16-02, UP 16-01, Sierra Central Credit Union.

**2. LEAD AGENCY NAME & ADDRESS:**

City of Yuba City  
Development Services Department, Planning Division  
1201 Civic Center Blvd.  
Yuba City, CA 95993

**3. CONTACT PERSON & PHONE NUMBER:**

Arnoldo Rodriguez, AICP, Development Services Director  
(530) 822-3231  
[arodrigu@yubacity.net](mailto:arodrigu@yubacity.net)

**4. PROJECT LOCATION:**

The proposed project is located on a portion of an eight-acre site located at the southeast corner of Harter Parkway and Butte House Road.

**5. ASSESSORS PARCEL NUMBERS:**

The subject property is identified as Assessor's Parcel Number 59-010-083.

**6. PROJECT APPLICANT:**

Sierra Central Credit Union  
1351 Harter Parkway  
Yuba City, CA 95993

**7. PROPERTY OWNER:**

Sierra Central Credit Union  
1351 Harter Parkway  
Yuba City, CA 95993

**8. GENERAL PLAN, SPECIFIC PLAN DESIGNATIONS, and ZONING:**

*Existing GP:* Business, Technology and Light Industry  
*Proposed GP:* Office and Office Park

*Existing SP:* Business Park/Light Industrial  
*Proposed SP:* Office

**9. ZONE DISTRICT:**

*Existing:* Heavy Commercial/Light Industrial (C-M) Zone District.

*Proposed:* Office Commercial (C-O) Zone District.

**10. PROJECT DESCRIPTION:**

There are four parts to this proposal:

1. GPA 16-01: To amend the General Plan land use designation from the Business, Technology and Light Industrial Designation to the Office and Office Park Designation.
2. SPA 16-01: To amend the Harter Specific Plan from the Business Park/Light Industrial designation to the Office Commercial designation.
3. RZ 16-02: To rezone the property from the Heavy Commercial/Light Industrial (CM) Zone District to an Office Commercial (C-O) Zone District.
4. UP 16-01: To develop a double drive-through ATM facility.

**11. SURROUNDING LAND USES & SETTING:**

The project is surrounded by undeveloped land that is located within the Harter Specific Plan.

*Bordering Land Uses (for the proposed ATM machines)*

*North:* The Sierra Central Credit Union corporate offices and customer service center (on the same site). Butte House Road is beyond the office building.

*South:* Vacant land within the Harter Specific Plan that is designated for employment type uses. A future office building is planned to be constructed proximate to the ATM site as Phase III of the company’s approved development plan.

*East:* Vacant land within the Harter Specific Plan that is designated for employment type uses.

*West:* Harter Parkway with vacant land on the opposite side that is within the Harter Specific Plan and designated for multiple-family residential uses.

**12. OTHER PUBLIC AGENCIES WHOSE APPROVAL IS REQUIRED (e.g. permits, financing approval, or participation agreement):**

- Sutter County Public Works Department (drainage fee)
- Feather River Air Quality Maintenance District (FRAQMD)

## Section 2. Environmental Checklist and Impact Evaluation

### Environmental Factors Potentially Affected:

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is "Less than Significant with Mitigation Incorporated," as indicated by the checklist on the following pages.

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> Aesthetics                         | <input type="checkbox"/> Agriculture & Forestry Resources | <input type="checkbox"/> Air Quality             |
| <input type="checkbox"/> Biological Resources               | <input checked="" type="checkbox"/> Cultural Resources    | <input type="checkbox"/> Geology/Soils           |
| <input type="checkbox"/> Greenhouse Gas Emissions           | <input type="checkbox"/> Hazards & Hazardous Materials    | <input type="checkbox"/> Hydrology/Water Quality |
| <input type="checkbox"/> Land Use/Planning                  | <input type="checkbox"/> Mineral Resources                | <input type="checkbox"/> Noise                   |
| <input type="checkbox"/> Population/Housing                 | <input type="checkbox"/> Public Services                  | <input type="checkbox"/> Recreation              |
| <input type="checkbox"/> Transportation/Traffic             | <input type="checkbox"/> Utilities/Service Systems        |  |
| <input type="checkbox"/> Mandatory Findings of Significance |   |  |

### Determination: On the basis of this initial evaluation:

- I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
- I find that, although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.
- I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
- I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect (1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and (2) has been addressed by mitigation measures based on the earlier analysis as described on the attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
- I find that, although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

Written comments may be submitted to the Planning Division prior to the Planning Commission hearing, or at the Planning Commission hearing prior to the close of the public hearing.

Submit comments to:

Development Services Dept.  
Planning Division  
Civic Center Blvd.  
Yuba City, CA

Initial Study Prepared by:

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Denis Cook, Planning Consultant

The public hearing for this item is scheduled for April 13, 2016, at 6:00 P.M. before the Yuba City Planning Commission and will be held in the City Council Chambers located at 1201 Civic Center Blvd., Yuba City, California.

### **Evaluation of Environmental Impacts:**

- A. A brief explanation is required for all answers except “No Impact” answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A “No Impact” answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A “No Impact” answer should be explained where it is based on project-specific factors as well as general standards (e.g., the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).
- B. All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.
- C. Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. “Potentially Significant Impact” is appropriate if there is substantial evidence that an effect may be significant. If there are one or more “Potentially Significant Impact” entries when the determination is made, an EIR is required.
- D. “Negative Declaration: Less Than Significant With Mitigation Incorporated” applies where the incorporation of mitigation measures has reduced an effect from “Potentially Significant Impact” to a “Less Than Significant Impact.” The lead agency must describe the mitigation measures and briefly explain how they reduce the effect to a less than significant level (mitigation measures from “Earlier Analysis,” as described below, may be cross referenced).
- E. Earlier analysis may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. In this case, a brief discussion should identify the following:
  - 1. Earlier Analysis Used. Identify and state where they are available for review.
  - 2. Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.

3. Mitigation Measures. For effects that are “Less than Significant with Mitigation Measures Incorporated,” describe the mitigation measures that were incorporated or refined from the earlier document and the extent to which they addressed site-specific conditions for the project.
- F. Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g., General Plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.
  - G. Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.

### Section 3. Environmental Checklist and Impact Evaluation

The following section presents the initial study checklist recommended by the California Environmental Quality Act (CEQA) to determine potential impacts of a project. Explanations of all answers are provided following each question, as necessary.

#### I. AESTHETICS

Would the project:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Have a substantial adverse effect on a scenic vista?			X	
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?				X
c) Substantially degrade the existing visual character or quality of the site and its surroundings?			X	
d) Create a new source of substantial light or glare, which would adversely affect day or nighttime views in the area?			X	

#### Response to Questions:

**NOTE:** Even though there is a General Plan amendment, Specific Plan amendment and rezoning accompanying the project, the proposed land use designations and zone district are more restrictive than what now exists. Further, the great majority of the site is approved for and partially completed as corporate offices, which these changes will not affect. The sole physical change is to add two side-by side drive-through ATM machines, a canopy over the ATM area with the accompanying driveways.

- a-c) The actual ATM machines are relatively small when viewed from the public roadway and do not present any aesthetic issues. There is an open sided, mono-pitched shed roof proposed to cover the ATM area from under which business can be conducted from within ones own vehicle. The support posts with the cultured stone wrap and the shed roof will match the style and color of the other support posts and shed roofs that exist in the nearby parking lot.
- d) The property already has a nearby well-lit parking lot. Only minimal new lighting will occur with this drive-through.

## II. AGRICULTURAL AND FORESTRY RESOURCES

In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland.

Would the project:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?			X	
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?				X
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code Section 12220(g)), timberland (as defined by Public Resources Code Section 4256), or timberland zoned Timberland Production (as defined by Government Code Section 51104(g))?				X
d) Result in the loss of forest land or conversion of forest land to non-forest use?				X
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?			X	

### Response to Questions:

- a) The City contains soils designated by the California Department of Conservation (CDC), Division of Land Resources (DLRP), as Prime Farmlands and Farmland of Statewide Importance (CDC DLRP, 2014). These lands are located primarily in the extreme western portion of the City and adjacent to urban development, given its configuration and nominal land area.

The property is located on land that has a soil quality that could support agricultural uses. However, the site is well within the boundaries of the urban area, surrounded by non-agricultural uses. The site is already partially developed for office uses and approved to be fully developed as offices, for which a separate environmental document was prepared. The actual drive-through facility will cover only several thousand square feet of the property. Even with this drive-through, the site could never again be reasonably used for agriculture.

- b-c) The property is currently zoned for non-agricultural development; it is not zoned for agricultural uses nor is it under a Williamson Act contract. This is an urban infill project so no agricultural lands are near this property. Therefore this project will not result in the conversion of other agricultural properties to non-agricultural uses.
- d) There are no forest lands or areas designated for forest land in the City of Yuba City. Therefore, construction of the ATM facilities will not result in the loss of forest land or conversion of forest land to non-forest use.
- e) Because the undeveloped properties in this area are surrounded by existing development or land planned for development, it is considered an urban infill project. Considering this and the discussion provided in Part a, above, this project will not result in any significant impacts due to the conversion of other agricultural properties to non-agricultural uses.

### III. AIR QUALITY

Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations.

Would the project?	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Conflict with or obstruct implementation of the applicable air quality plan?			<b>X</b>	
b) Violate any air quality standards or contribute substantially to an existing or projected air quality violation?			<b>X</b>	
c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?			<b>X</b>	
d) Expose sensitive receptors to substantial pollutant concentrations?			<b>X</b>	
e) Create objectionable odors affecting a substantial number of people?			<b>X</b>	

The Feather River Air Quality Management District (FRAQMD) is the local agency charged with administering local, state, and federal air quality management programs for Yuba and Sutter Counties. The FRAQMD's jurisdiction is located in Northern California in the Northern Sacramento Valley Air Basin. The major pollutants of concern in the Northern Sacramento Valley are ozone (O3) and particulate matter (PM). According to the Northern Sacramento Valley Planning Area (NSVPA) 2015 Triennial Air Quality Attainment Plan, Sutter County, in which the City of Yuba City is located, was designated as a nonattainment-transitional district that does not exceed the state ozone standards more than three times at any monitoring location in a single

calendar year (Sacramento Valley Air Quality Engineering and Enforcement Professionals [SVAQEPP] 2015).

**Response to Questions:**

a-d) The GPA, SPA and rezoning will have no effect since the use as a credit union offices will not change. The drive-through will not increase the amount of traffic to the facility, but instead allow customers to conduct business from their car, rather than walk to the building. Engine idle times will likely increase due to the ATM user’s engines running during that activity. FRAQMD reviewed the proposal and did not consider the impact to be significant.

e) The ATM do not create any odor given that they simply dispense money and/or accept checks and/or money.

**IV. BIOLOGICAL RESOURCES**

<b>Would the project:</b>	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
<b>a)</b> Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?				<b>X</b>
<b>b)</b> Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?				<b>X</b>
<b>c)</b> Have a substantial adverse effect on federally protected wetlands as defined by the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?				<b>X</b>
<b>d)</b> Interfere substantially with the movement of any native resident or migratory fish or wildlife corridors, or impede the use of native wildlife nursery sites?				<b>X</b>
<b>e)</b> Conflict with any local policies or ordinances protecting biological resources?				<b>X</b>
<b>f)</b> Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?				<b>X</b>

**Response to Questions:**

a-d) The GPA, SPA and rezoning will not change the uses of the site for offices so there will be no impacts from those amendments.

The ATM area is located in a place that was recently graded due to the construction of the nearby office building for which a separate environmental document was prepared, so there will be no potential significant impacts on biological resources.

e,f) There are no policies, ordinances or adopted Habitat Conservation Plans, Natural Community Conservation Plans, or any other approved local, regional, or state habitat conservation plans in the vicinity of the project.

**V. CULTURAL RESOURCES**

Would the project:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Cause a substantial adverse change in the significance of a historical resource.			X	
b) Cause a substantial adverse change in the significance of an archeological resource.			X	
c) Directly or indirectly destroy unique paleontological resources or site or unique geologic features?				X
d) Disturb any human remains, including those interred outside of formal cemeteries?			X	

**Response to Questions:**

a) The proposed project will not cause a substantial adverse change to a historical resource, as there are no older structures on the site.

b-d) There are no known archaeological resources located on the site. As part of the construction of the existing office building that the project is located, the site was completely graded. Prior to that the property was used for agriculture and had been tilled for many years. Because of the past ground disturbance, it is very unlikely that any paleontological or archeological artifacts exist in the area. However, the following mitigation will be placed on the project:

**Mitigation Measure:**

Cultural Resources Mitigation Measure: Should artifacts or unusual amounts of bone or shell be uncovered during demolition or construction activity, all work shall be stopped and a qualified archeologist shall be contacted for on-site consultation. Avoidance measures or appropriate mitigation shall be completed according to CEQA guidelines. The State Office of Historic Preservation has issued recommendations for the preparation

of Archeological Resource Management Reports, which shall be used for guidelines. If the bone appears to be human, California law mandates that the Sutter County Coroner and the Native American Heritage Commission be contacted.

## VI. GEOLOGY AND SOILS

Would the project:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
<b>a)</b> Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:				
<b>i)</b> Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area, or based on other substantial evidence of a known fault?			<b>X</b>	
<b>ii)</b> Strong seismic ground shaking?			<b>X</b>	
<b>iii)</b> Seismic-related ground failure, including liquefaction?			<b>X</b>	
<b>iv)</b> Landslides?				<b>X</b>
<b>b)</b> Be located on a geological unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse?				<b>X</b>
<b>c)</b> Be located on expansive soil, as defined in the California Building Code creating substantial risks to life or property?				<b>X</b>
<b>d)</b> Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?				<b>X</b>

### Response to Questions:

a-b) No active earthquake faults are known to exist in Sutter County, although active faults in the region could produce motion in Yuba City. However, potentially active faults do exist in the Sutter Buttes but those faults are considered small and have not exhibited activity in recent history (last 200 years).

In the event of a major regional earthquake, fault rupture or seismic ground shaking could potentially injure people and cause collapse or structural damage to existing and proposed structures. Ground shaking could potentially expose people and property to seismic-related hazards, including localized liquefaction and ground failure. All new structures are required to adhere to current California Uniform Building Code (CUBC) standards. These standards require adequate design, construction and maintenance of structures to prevent exposure of people and structures to major geologic hazards.

General Plan Implementing Policies 9.2-I-1 through 9.2-I-5 reduce impacts to less than significant.

According to the Environmental Impact Report prepared for the City’s General Plan, due to the area’s flat topography, erosion, landslides, and mudflows are not considered to be a significant risk in the City limits or within the Urban Growth Boundary.

- c) The extreme southwest corner of the Yuba City Sphere of Influence is the only known area with expansive soils. The project site is not located within this area and therefore will not be impacted by the presence of expansive soils.
- d) The project will not require the use of septic tanks or alternative wastewater disposal systems.

**VII. GREENHOUSE GAS EMISSIONS**

Would the project:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?			<b>X</b>	
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?				<b>X</b>

**Response to Questions:**

a-b) Gases that trap heat in the atmosphere are referred to as greenhouse gases (GHGs) because they capture heat radiated from the sun as it is reflected back into the atmosphere, similar to a greenhouse. The accumulation of GHGs has been implicated as a driving force for Global Climate Change. Definitions of climate change vary between and across regulatory authorities and the scientific community, but in general can be described as the changing of the earth’s climate caused by natural fluctuations and the impact of human activities that alter the composition of the global atmosphere. Both natural processes and human activities emit GHGs. Global Climate Change is a change in the average weather on earth that can be measured by wind patterns, storms, precipitation and temperature. Although there is disagreement as to the speed of global warming and the extent of the impacts attributable to human activities, the vast majority of the scientific community now agrees that there is a direct link between increased emission of GHGs and long-term global temperature. Potential global warming impacts in California may include, but are not limited to, loss in snow pack, sea level rise, more extreme heat days per year, more high ozone days, more large forest fires, and more drought years. Secondary effects are likely to include a global rise in sea level, impacts to

agriculture, changes in disease vectors, and changes in habitat and biodiversity. GHG impacts are considered to be exclusively cumulative impacts; there are no non-cumulative GHG emission impacts from a climate change perspective (CAPCOA, 2008).

The proposed project would include construction and operational activities. Construction activities would include site preparation, grading, construction of driveways, pads for the ATM machines and the shed roof structure. Due to the small size of this project, it would not be classified as a major source of greenhouse gas emissions by CARB (the lower reporting limit being 25,000 metric tons/year of CO<sub>2</sub>). Therefore this impact would be considered less than significant.

### VIII. HAZARDS AND HAZARDOUS MATERIALS

Would the project:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?			X	
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?			X	
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?			X	
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section and, as a result, would create a significant hazard to the public or the environment?				X
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?				X
f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?				X
g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?				X

#### Response to Questions:

- a-c) The only hazardous materials associated with this project are those materials associated with construction activities such as solvents, oil and fuel. Provided that proper use and storage is utilized for these materials in accordance with adopted laws, and that the proposed project is very small, there will not be created a significant hazard to the public

or the environment through the routine transport, use, or disposal of these hazardous materials.

- d) The site does not appear on any listings of sites that are contaminated by hazardous wastes.
- e) The project is not located within the sphere of influence of the Sutter County Airport.
- f) There are no private airstrips located within City limits or the City's Urban Growth Boundary.
- g) The proposed project will not impair implementation of, or physically interfere with, an adopted emergency response plan or emergency evacuation plan. Neither the Police or Fire Departments expressed concern over the project's impacts on any emergency response plans.

## IX. HYDROLOGY AND WATER QUALITY

### **Response to Questions:**

- a) The proposed double drive-through will not violate any water quality or wastewater discharge requirements. Any runoff associated with construction is addressed in part through General Plan Implementing Policies 8.5-I-1 through 8.5-I-10 which require a wide range of developer and City actions involving coordination with the State Regional Water Quality Control Board, protecting waterways, and following Best Management Practices for new construction. The project will have the following conditions of approval that will reduce construction-related impacts to a less-than significant level:

*Provide curbing, or provide a graded shoulder, on the southerly side of the proposed ATM driveway to prevent dirt from coming on to the pavement area.*

*To help contain fugitive dust, construction sites shall be watered down during the construction phase of the project or as directed by the Public Works Department. Water conservation is a priority for the City, and therefore recommends that the contractor monitor their use and obtain water from alternate sources (e.g. agricultural wells) when available.*

*All grading operations on the project shall be suspended as directed by the Feather River Air Quality Management District when sustained winds exceed 20 miles per hour or when winds carry dust beyond the property line despite implementation of all feasible dust control measures.*

*Provide erosion control plan in accordance with the City's updated Storm Water Ordinance.*

*Drainage from the proposed driveway shall drain into existing onsite drainage inlets.*

- b) The project will need water only for the new landscaped areas. The project will be served by the City water system, which primarily uses surface water. The City has concluded that it has adequate surface water entitlements from the Feather River as well as treatment/distribution capacity to accommodate any need associated with the project. The reduced groundwater recharge that could result from the additional impermeable surfaces associated with this project will not be significant due to the very small size of the project.
- c) The project is located within the Sutter County Water Agency Zone of Benefit 6, which is requiring the applicant to pay all relevant fees for operation and maintenance of the local

Would the project:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Violate any water quality standards or waste discharge requirements?			X	
b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level that would not support existing land uses or planned uses for which permits have been granted)?			X	
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner that would result in substantial erosion or siltation onsite or offsite?			X	
d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner that would result in flooding onsite or offsite?			X	
e) Create or contribute runoff water that would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?			X	
f) Otherwise substantially degrade water quality?			X	
g) Place housing within a 100-year flood hazard area, as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?				X
h) Place structures that would impede or redirect flood flows within a 100-year flood hazard area?				X
i) Expose people or structures to a significant risk of loss, injury, or death involving flooding, including flooding as a result of the failure of a levee or dam?			X	
j) Expose people or structures to inundation by seiche, tsunami, or mudflow?				X

drainage system. The project site drains into an established drainage system that has already been established in this area, which is the Live Oak Canal. Therefore the proposed project will not substantially alter the existing drainage pattern of the site or the area. As noted above, all construction must involve use of Best Management Practices and site improvements to collect storm water runoff from the site and help reduce any off-site drainage from occurring other than into the City's storm water drainage system.

- d) The existing drainage system was designed and improved to accommodate storm water drainage from the entire Harter Specific Plan area, which includes this property. Also, the drainage facilities within this area were designed with the assumption that this property would be developed with impermeable surfaces (originally proposed to be a parking lot as Phase III of development of the property). Therefore, the proposed project will not create or contribute storm water runoff that would exceed the capacity of the existing storm water drainage system or provide substantial additional sources of polluted water.
- e) The proposed project will not substantially degrade water quality. As noted under item a) above, site development will be required to adhere to the General Plan Implementing Policies cited to ensure that water quality degradation does not occur.
- f-h) According to the Federal Emergency Management Agency, this portion of the City is considered to be outside of the 100-year flood plain. It is classified as such because of an extensive series of levees and dams along the Feather and Yuba Rivers, which protect the city from potential flooding. Local drainage improvements, principally the Live Oak Canal, provide storm water relief for this area.
- i) There are 10 dams located outside Sutter County that could cause significant flooding should failure occur, among which there are six dams that are located on the Feather River and Yuba River. Failure of any one of these dams could cause significant flooding in Yuba City. These dams are under the jurisdiction of the California Department of Water Resources (DWR), Yuba County Water Agency, Pacific Gas & Electric, and the Corps of Engineers. However, all new development must be in compliance with General Plan policies to conduct hydrologic studies before construction and to provide information to property owners about the availability of flood insurance, as detailed in Policy 9.3-I-3 and 9.3-I-5. These policies would minimize the effects of prospective growth from flooding hazards and the impact would be less than significant.
- j) A seiche is the periodic oscillation of a body of water resulting from seismic shaking. The City is not close to any big lakes so seiche is unlikely to happen to the City. A tsunami is a very large ocean wave caused by an underwater earthquake or volcanic eruption. The City is located inland from the Pacific Ocean, so people or structures in the City would not be exposed to inundation by tsunami. Mudflows are shallow water-saturated landslides that travel rapidly down slopes carrying rocks, brush, and other debris. Landslides are unlikely to happen due to the relatively flat topography within the project area. Thus, it is unlikely

that the project site would be subject to inundation by a seiche, tsunami, or mudflow. Therefore, there is no impact.

## X. LAND USE AND PLANNING

Would the project:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Physically divide an established community?				<b>X</b>
b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to, the General Plan, Specific Plan, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?				<b>X</b>
c) Conflict with any applicable habitat conservation plan or natural community conservation plan?				<b>X</b>

### Response to Questions:

- a) The project, by its nature, will not physically divide an established community. Instead, it is a very small part of the larger office development plan for this eight-acre property.
- b) The Yuba City General Plan and Harter Specific Plan designations and the zoning for this property is requested by the applicant to be amended to accommodate this project. The new designations and zoning will continue to support the greater development of this property, and as discussed elsewhere in this report, is not expected to impact development of neighboring properties.
- c) There are currently no adopted habitat conservation plans or natural community conservation plans within the City limits or the Urban Growth Boundary.

## XI. MINERAL RESOURCES

Would the project:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?				<b>X</b>
b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local General Plan, Specific Plan, or other land use plan?				<b>X</b>

**Response to Questions:**

a-b) The proposed project is not expected to impact mineral resources. The project site has no known mineral resource value nor is there opportunity for mineral resource extraction due to nearby office development on the same property that would be impacted.

**XII. NOISE**

Would the project result in:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporation	Less Than Significant Impact	No Impact
a) Exposure of persons to or generation of noise levels in excess of standards established in the local General Plan or noise ordinance, or applicable standards of other agencies?			X	
b) Exposure of persons to or generation of excessive ground borne vibration or ground borne noise levels?			X	
c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?			X	
d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?			X	
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?				X
f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?				X

**Response to Questions:**

a-d) The proposed ATM machines are not significant noise generators and therefore are not expected in any significant way to raise the ambient noise levels.

Short-term noise impacts (and possibly some ground borne vibrations if site compaction is required prior to construction) can be expected resulting from site grading and construction activities. Construction-related noise impacts will be less than significant because adherence to City Noise standards is required. These standards limit the hours of operation for construction and use of heavy machinery to daytime hours. Further the construction noise is of limited duration, further limiting any adverse impacts.

e-f) The project is not located within an airport land use planning area. There are no private airstrips in Yuba City.

### XIII. POPULATION AND HOUSING

Would the project:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?			<b>X</b>	
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?				<b>X</b>
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?				<b>X</b>

#### Response to Questions

- a) The proposed project will not induce substantial population growth in the area since the General Plan already designates the area for commercial development. The proposed General Plan amendment, Specific Plan amendment and rezoning will not change that.
- b-c) The project will not cause any existing housing to be removed that will necessitate the construction of replacement housing elsewhere.

### XIV. PUBLIC SERVICES

Would the project:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered government facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
i) Fire protection?			<b>X</b>	
ii) Police protection?			<b>X</b>	
iii) Schools?				<b>X</b>
iv) Parks?				<b>X</b>
v) Other public facilities?				<b>X</b>

#### Response to Questions:

ai-ii) The project site is currently located in the City and is served by Yuba City Police and Fire Departments. The Yuba City Police Department and Fire Department received project plans and did not comment on the project. Other than the very small incremental growth this project brings, the project will not result in any additional need for police or fire protection.

aiii) This project will not result in any additional direct need for educational services since no residential uses are proposed or job creating uses that will induce residential development.

aiv-v) This project will not result in any additional need for parks or other public facilities.

## XV. RECREATION

Would the project:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?			X	
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?			X	

### Response to Questions:

a-b) The construction of the drive-through ATM facility will not create the need for additional parks.

## XVI. TRANSPORTATION/TRAFFIC

Would the project:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Cause an increase in traffic which is substantial in relation to the existing traffic load and capacity of the street system (i.e., result in a substantial increase in either the number of vehicle trips, the volume to capacity ratio on roads, or congestion at intersections)?			X	

b) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?			X	
c) Result in inadequate emergency access?			X	
d) Result in inadequate parking capacity?				X
e) Conflict with adopted policies, plans, or programs supporting alternative transportation (e.g., bus turnouts, bicycle racks)?			X	

**Response to Questions:**

- a,b) This GPA, SPA and rezone does not allow any potential uses that could cause traffic increases any more than allowed by the exiting designations and zoning. The double drive-through ATM machines are not expected to create any new traffic, but instead will allow existing users to conduct their business from within their car, rather than walk to the building.
- c) The Fire Department and Police Departments have reviewed the project plans and did not express concerns about emergency access to the property.
- d) There are no buildings or uses proposed that require parking.
- e) There are no changes proposed that would adversely impact bus or bicycle movements.

**XVII. UTILITIES AND SERVICE SYSTEMS**

Would the project:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?				X
b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?				X
c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?			X	
d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?			X	
e) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the projected demand in addition to the existing commitments?				X

f) Be served by a landfill with sufficient permitted capacity to accommodate the solid waste disposal needs?			X	
g) Comply with federal, state, and local statutes and regulations related to solid waste?			X	

**Response to Questions:**

a-e) The GPA, SPA and rezoning will not allow different or larger facilities than are already proposed for the eight-acre property, so no increased use of public facilities is anticipated. The ATM machines do not utilize the wastewater treatment facilities, nor do they generate enough waste to impact landfill activities. The only need for additional water is to irrigate the small amount of additional landscaping that is proposed.

f-g) Yuba-Sutter Disposal, Inc. provides solid waste disposal for the area. Two ATM are not anticipated to generate a large volume of refuse. Moreover, there is adequate collection and landfill capacity to accommodate the proposed development.

**XVIII. MANDATORY FINDINGS OF SIGNIFICANCE**

Does the Project:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important example of the major periods of California history or prehistory?			X	
b) Have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)			X	
c) Have environmental effects, which will cause substantial adverse effects on human beings, either directly or indirectly?			X	

a) The project site is in an urbanized area with little biological value. The proposed project will not degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate an important example of the major periods of California history or prehistory.

- b) The project does not create a situation with limited individual but cumulatively considerable impacts that can be considered significant.
- c) The proposed project will create no adverse impacts, either directly or indirectly, to residents in the project area.

## Section 4. References and/or Incorporated by Reference

According to Section 15150 of the CEQA Guidelines, an ND may incorporate by reference all or portions of another document that is a matter of public record. The incorporated language will be considered to be set forth in full as part of the text of the MND. All documents incorporated by reference are available for review at, or can be obtained through, the City of Yuba City Development Services Department located at the address provided above. The following documents are incorporated by reference:

Airport Land Use Commission. 1994. Sutter County Airport Comprehensive Land Use Plan. April 1994.

Airport Land Use Commission. 2011. Yuba County Airport Land Use Compatibility Plan. Adopted March 17, 2011

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

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

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

Yuba City, City of. 2016. City of Yuba City Municipal Code. [https://www.municode.com/library/ca/yuba\\_city/codes/code\\_of\\_ordinances](https://www.municode.com/library/ca/yuba_city/codes/code_of_ordinances)

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

Fehr & Peers Associates, Inc. 1995. Yuba-Sutter Bikeway Master Plan. December 1995.

Feather River Air Quality Management District (FRAQMD) CEQA Significance Thresholds.

Yuba Sutter Transit Route Map.

California Department of Conservation, California Geological Survey. “Fault Zone Activity Map.” Alquist-Priolo Earthquake Fault Zones.

California Department of Toxic Substances Control (DTSC). 2016. EnviroStor. Available at <http://www.envirostor.dtsc.ca.gov/public/>  
California Department of Conservation, Division of Land Resource Protection Farmland Mapping and Monitoring Program – Sutter County Important Farmland Map.

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

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

City of Yuba City Wastewater Master Plan.

Sutter County Airport Comprehensive Land Use Plan, April, 1994.

Yuba County Airport Land Use Compatibility Plan, Sept., 2010.

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

**MITIGATION MEASURES AND MONITORING PLAN**

**Sierra Central Credit Union**

Initial Study and Mitigated Negative Declaration EA 16-02

General Plan amendment 16-01, Specific Plan Amendment 16-01, Rezoning 16-02, Use Permit 16-01

Impact	Mitigation Measure	Responsible Party	Timing
V. Cultural Resources	<b>Cultural Resources 1:</b> Should artifacts or unusual amounts of bone or shell be uncovered during demolition or construction activity, all work shall be stopped and a qualified archeologist shall be contacted for on-site consultation. Avoidance measures or appropriate mitigation shall be completed according to CEQA guidelines. The State Office of Historic Preservation has issued recommendations for the preparation of Archeological Resource Management Reports, which shall be used for guidelines. If the bone appears to be human, California law mandates that the Sutter County Coroner and the Native American Heritage Commission be contacted.	Developer, Public Works Dept., Development Services Dept.	During construction phase

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY  
ADOPTING AN AMENDMENT TO THE LAND USE ELEMENT OF THE  
YUBA CITY GENERAL PLAN FOR FILE NO. GENERAL PLAN  
AMENDMENT NO. 16-01**

WHEREAS, General Plan Amendment No. 16-01 has been filed by Sierra Central Credit Union with the City of Yuba City to amend the land use designation of the City's General Plan, relating to approximately eight acres of property located on the southeast corner of Harter Parkway and Butte House Road (Assessor's Parcel No. 59-010-083), from the Business, Technology and Light Industry General Plan Land Use Designation to the Office and Office Park Designation;

WHEREAS, the environmental assessment conducted for the proposed General Plan Amendment resulted in the filing of a Mitigated Negative Declaration;

WHEREAS, on April 13, 2016, the City of Yuba City Planning Commission held a public hearing to consider General Plan Amendment Application No. 16-01 and associated Mitigated Negative Declaration Environmental Assessment No. 16-02;

WHEREAS, at that same hearing the Commission reviewed related Specific Plan Amendment No. 16-01 proposing to redesignate the subject property from the Business Park/Light Industrial Land Use Designation of the Harter Specific Plan to the Office Commercial Designation;

WHEREAS, at the same hearing the Planning Commission reviewed related Rezone No. 16-02 seeking to rezone the subject property from the Heavy Commercial/Light Industrial (C-M) Zone District to the Office Commercial (C-O) Zone District;

WHEREAS, at the same hearing the Planning Commission reviewed related Use Permit No. 16-01 proposing a double drive-through ATM facility;

WHEREAS, the Yuba City Planning Commission took action to recommend approval of General Plan Amendment No. 16-01, which proposes to amend the planned land use designation for the subject site from the Business Park/ Light Industrial General Plan Land Use Designation to the Office and Office Park Designation as shown on attached Exhibit A;

WHEREAS the Planning Commission found that the proposed General Plan Amendment is in the public interest;

WHEREAS the City Council of the City of Yuba City considered said recommendations of the City Planning Commission on the matter of redesignating said property, and after review and consideration of the Mitigated Negative Declaration found that the Mitigated Negative Declaration prepared for the project is in conformance with State and local environmental guidelines and adopted said Mitigated Negative Declaration; and

WHEREAS, on April 19, 2016, the City Council of Yuba City conducted a public hearing to consider General Plan Amendment No. 16-01 and received both oral testimony and written information presented at the hearing regarding the General Plan Amendment.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Yuba City, based upon the testimony and information presented at the hearing and upon review and consideration of the environmental documentation provided, as follows:

1. The City Council finds that there is no substantial evidence in the record that General Plan Amendment No. 16-01 may have a significant effect on the environment and hereby adopts the Mitigated Negative Declaration for Environmental Assessment No. 16-02.
2. The City Council finds the adoption of the proposed General Plan Amendment as recommended by the Planning Commission is in the best interest of the City of Yuba City.
3. The City Council of the City of Yuba City hereby adopts General Plan Amendment No. 16-01 amending the General Plan Land Use Element from the Business, Technology and Light Industrial Land Use Designation to the Office and Office Park Designation, as depicted on Exhibit A, attached hereto and incorporated herein by reference.
4. General Plan Amendment 16-01 shall become effective on June 4, 2016.

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 April 19, 2016 by the following vote:

AYES:

NOES:

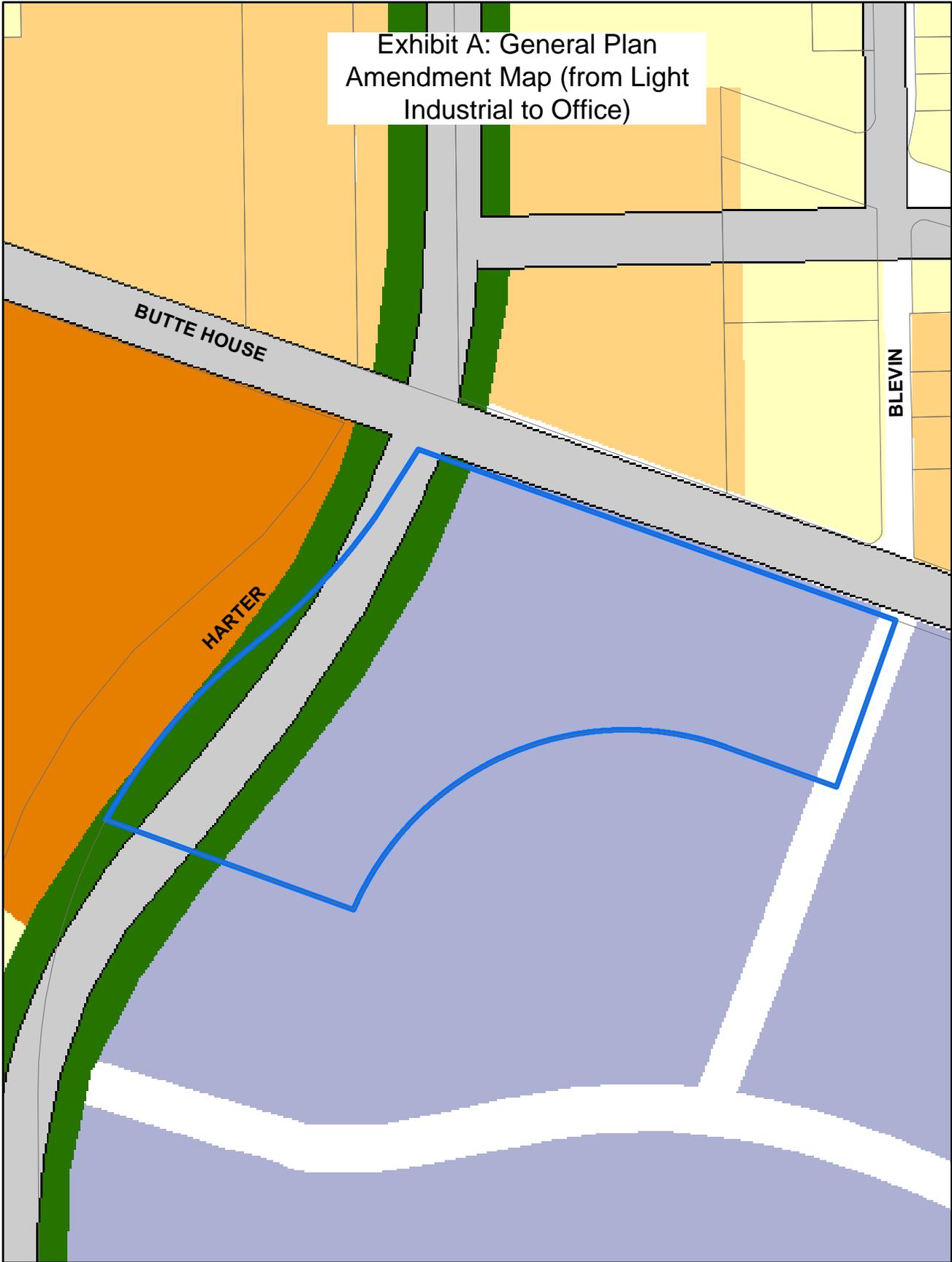
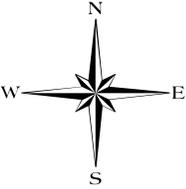
ABSENT:

\_\_\_\_\_  
John Buckland, Mayor

ATTEST:

\_\_\_\_\_  
Terrel Locke, City Clerk

Exhibit A: General Plan  
Amendment Map (from Light  
Industrial to Office)



**Southeast corner of Harter Parkway & Butte House Road**

GP 16-01

SP 16-01

Sierra Central Credit Union

1 inch = 200 feet

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY  
ADOPTING AN AMENDMENT TO THE LAND USE MAP OF THE HARTER  
SPECIFIC PLAN FOR SPECIFIC PLAN AMENDMENT NO. 16-01**

WHEREAS, Specific Plan Amendment No. 16-01 has been filed by Sierra Central Credit Union with the City of Yuba City to amend the land use designation of the Harter Specific Plan, relating to approximately eight acres of property located on the southeast corner of Harter Parkway and Butte House Road (Assessor's Parcel No. 59-010-083), from the Business Park/Light Industrial Land Use Designation to the Office Commercial Designation;

WHEREAS, on October 26, 2004, the City Council adopted the Harter Specific Plan (SP 01-01; Resolution No. 04-197), and certified the accompanying Final Environmental Impact Report;

WHEREAS, the environmental assessment conducted for the subject Specific Plan Amendment resulted in the filing of a Mitigated Negative Declaration;

WHEREAS, on April 13, 2016, the City of Yuba City Planning Commission held a public hearing to consider Specific Plan Amendment No. 16-01 and associated Mitigated Negative Declaration Environmental Assessment No. 16-02;

WHEREAS, at that same hearing the Planning Commission reviewed related General Plan Amendment No. 16-01 proposing to redesignate the subject property from the Business, Technology and Light Industrial Land Use Designation of the General Plan to the Office and Office Park Designation;

WHEREAS, at the same hearing the Planning Commission reviewed related Rezone No. 16-02 seeking to rezone the subject property from the Heavy Commercial/Light Industrial (C-M) Zone District to the Office Commercial (C-O) Zone District;

WHEREAS, at the same hearing the Planning Commission reviewed related Use Permit No. 16-01 proposing a double drive-through ATM facility;

WHEREAS, the Yuba City Planning Commission took action to recommend approval of Specific Plan Amendment No. 16-01, which proposes to amend the planned land use designation for the subject site from the Business Park/ Light Industrial Specific Plan Land Use Designation to the Office and Commercial Designation as shown on attached Exhibit A;

WHEREAS the Planning Commission found that the proposed Specific Plan Amendment is in the public interest;

WHEREAS the City Council of the City of Yuba City considered said recommendations of the City Planning Commission on the matter of redesignating said property, and after review and consideration of the Mitigated Negative Declaration found that the Mitigated Negative Declaration prepared for the project is in conformance with State and local environmental guidelines and adopted said Mitigated Negative Declaration; and

WHEREAS, on April 19, 2016, the City Council of Yuba City conducted a public hearing

to consider Specific Plan Amendment No. 16-01 and received both oral testimony and written information presented at the hearing regarding the Specific Plan Amendment.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Yuba City, based upon the testimony and information presented at the hearing and upon review and consideration of the environmental documentation provided, as follows:

1. The City Council finds that there is no substantial evidence in the record that Specific Plan Amendment No. 16-01 may have a significant effect on the environment and hereby adopts the Mitigated Negative Declaration for Environmental Assessment No. 16-02.
2. The City Council finds the adoption of the proposed Specific Plan Amendment as recommended by the Planning Commission is in the best interest of the City of Yuba City.
3. The City Council of the City of Yuba City hereby adopts Specific Plan Amendment No. 16-01 amending the land use designation from the Business Park/Light Industrial Land Use Designation to the Office Commercial Designation, as depicted on Exhibit A, attached hereto and incorporated herein by reference.
4. Specific Plan Amendment 16-01 shall become effective on June 4, 2016.

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 April 19, 2016 by the following vote:

AYES:

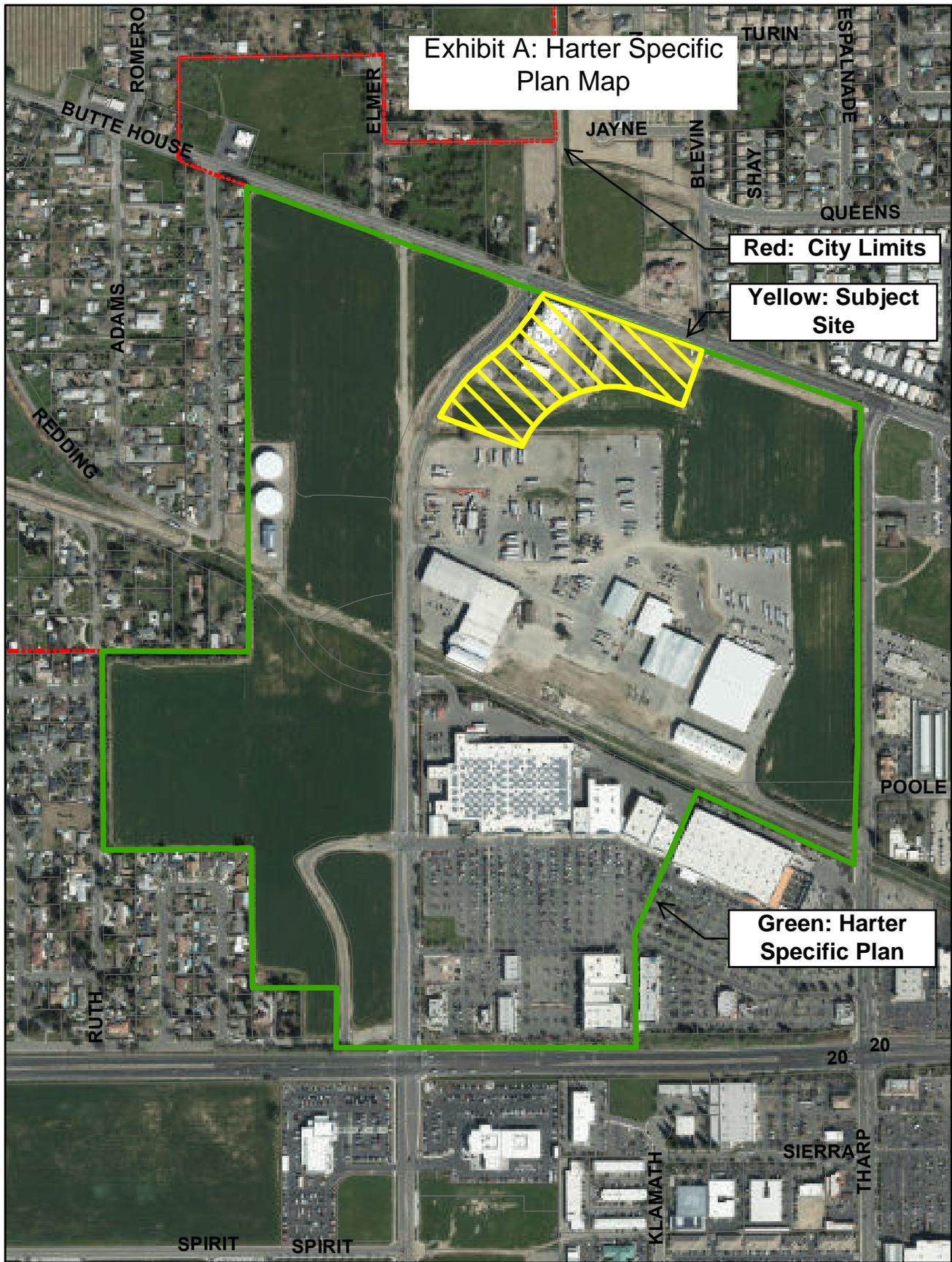
NOES:

ABSENT:

\_\_\_\_\_  
John Buckland, Mayor

ATTEST:

\_\_\_\_\_  
Terrel Locke, City Clerk



Southeast corner of Harter Parkway & Butte House Road

1 inch = 600 feet

**ORDINANCE NO. \_\_\_\_\_**

**ORDINANCE OF THE CITY COUNCIL OF THE CITY OF YUBA CITY  
AMENDING THE ZONING CLASSIFICATION FROM THE HEAVY  
COMMERCIAL/LIGHT INDUSTRIAL (CM) ZONE DISTRICT TO THE  
OFFICE COMMERCIAL (CO) ZONE DISTRICT ON APPROXIMATELY  
EIGHT ACRES OF PROPERTY**

WHEREAS, Rezone No. R-16-02 has been filed by Sierra Central Credit Union with the City of Yuba City to reclassify approximately eight acres of property located on the southeast corner of Harter Parkway and Butte House Road (Assessor's Parcel No. 59-010-083), from the Heavy Commercial/Light Industrial (C-M) Zone District to the Office Commercial (C-O) Zone District;

WHEREAS, pursuant to the provisions of Article 72, Chapter 8-5, of the City of Yuba City Municipal Code, the Planning Commission held a public hearing on April 13, 2016, to consider Rezone No. 16-02 and related Environmental Assessment No. 16-01, during which the Planning Commission considered the environmental assessment and recommended to the City Council of the City of Yuba City approval of the rezone application which proposes to amend the City's Zoning Ordinance on real property per Exhibit A from the Heavy Commercial/Light Industrial (C-M) Zone District to the Office Commercial (C-O) Zone District;

WHEREAS, at that same hearing the Planning Commission reviewed related General Plan Amendment No. 16-01 proposing to redesignate the subject property from the Business, Technology and Light Industrial Land Use Designation of the City's General Plan to the Office and Office Park Designation;

WHEREAS, at that same hearing the Planning Commission reviewed related Harter Specific Plan Amendment No. 16-01 proposing to redesignate the subject property from the Business Park/Light Industrial Land Use Designation to the Office Commercial Designation;

WHEREAS, at that same hearing the Planning Commission reviewed related Use Permit No. 16-01 proposing to develop a double ATM drive-through; and

WHEREAS, the City Council of the City of Yuba City, on April 19, 2016, received the recommendation of the Planning Commission.

**THE CITY COUNCIL OF THE CITY OF YUBA CITY DOES HEREBY ORDAIN AS FOLLOWS:**

Section 1. The Planning Commission of the City of Yuba City having heretofore conducted a public hearing on April 13, 2016, on the matter of rezoning of the property as identified in Exhibit A, and at the conclusion of said hearing recommended that the City Council adopt the Mitigated Negative Declaration prepared for the project determining that there are no significant adverse environmental impacts resulting from the project, and recommended to the City Council approval of the rezoning of said property from the Heavy Commercial/Light Industrial (C-M) Zone District to the Office Commercial (C-O) Zone District.

Section 2. The City Council of the City of Yuba City having considered said recommendations of the City Planning Commission on the matter of the rezoning of said property and conducted a public hearing on the matter on April 19, 2016, and after review and

consideration of the Mitigated Negative Declaration found that the Mitigated Negative Declaration prepared for the project is in conformance with State and local environmental guidelines and adopted said Mitigated Negative Declaration.

Section 3. The Council finds the recommended Office Commercial (C-O) Zone District is consistent with the Office and Office Park Land Use Designation as proposed in General Plan Amendment No. 16-01.

Section 4. The Council finds the recommended Office Commercial Zone District is consistent with the Office Commercial Land Use Designation as proposed in Specific Plan Amendment 16-01.

IT IS HEREBY ORDERED, RESOLVED AND DECREED, that the property as depicted in attached Exhibit A made a part hereof by this reference, be rezoned to the Office Commercial (C-O) Zone District.

This ordinance shall be effective June 4, 2016, and, after it is adopted, shall be published as provided by law.

Introduced and read at a regular meeting of the City Council of the City of Yuba City on the 19<sup>TH</sup> day of April, 2016, and passed and adopted at a regular meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
John Buckland, Mayor

ATTEST:

\_\_\_\_\_  
Terrel Locke, City Clerk

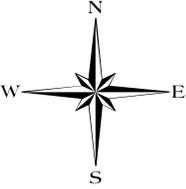
APPROVED AS TO FORM:

\_\_\_\_\_  
Tim Hayes, City Attorney



Exhibit A: Rezone Map

**EXISTING ZONING: C-M**  
**PROPOSED ZONING: C-O**



# Southeast corner of Harter Parkway & Butte House Road

Rezone 16-02

Sierra Central Credit Union

1 inch = 200 feet

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY  
APPROVING A DOUBLE ATM DRIVE-THROUGH FOR PROPERTY OWNED  
BY SIERRA CENTRAL CREDIT UNION; USE PERMIT NO. 16-01**

WHEREAS, Use Permit No. 16-01 has been filed by Sierra Central Credit Union with the City of Yuba City requesting authorization to construct a double drive-through ATM facility, including driveways and a shed roof over the facility, on a small portion of an approximately eight acre property, located on the southeast corner of Harter Parkway and Butte House Road (Assessor's Parcel No. 59-010-083);

WHEREAS, the environmental assessment conducted for the proposed Use Permit resulted in the filing of a Mitigated Negative Declaration;

WHEREAS, Article 11 of Chapter 8-5 of the City of Yuba City Municipal Code requires that a Use Permit for a drive-through facility be approved by the City Council when it is also concurrently considering a General Plan amendment, Specific Plan amendment and Rezoning for the same property;

WHEREAS, on April 13, 2016, the City of Yuba City Planning Commission held a public hearing to consider Use Permit No. 16-01 and associated Mitigated Negative Declaration Environmental Assessment No. 16-02;

WHEREAS, the Planning Commission (Commission) conducted a public hearing to review the proposed Use Permit, received testimony from the applicant, invited testimony from the public, and considered the Development Services Department's report recommending approval of the proposed development subject to the Conditions of Approval as outlined in the staff report to the City Council dated April 19, 2016;

WHEREAS, at that same hearing the Commission reviewed related General Plan Amendment No. 16-01 proposing to redesignate the property from the Business, Technology and Light Industrial Land Use Designation of the City's General Plan to the Office and Office Park Designation;

WHEREAS, at that same hearing the Commission reviewed related Specific Plan Amendment No. 16-01 proposing to redesignate the property from the Business Park/Light Industry Land Use Designation of the Harter Specific Plan to the Office Commercial Designation;

WHEREAS, at the same hearing the Commission reviewed related Rezone No. 16-02 seeking to rezone the subject site from the Heavy Commercial/Light Industrial (C-M) Zone District to the Office Commercial (C-O) Zone District;

WHEREAS, the City Planning Commission considered the proposed Use Permit relative to the staff report and environmental assessment issued for the project;

WHEREAS, the Yuba City Planning Commission took action to recommend approval of the Use Permit, which proposes a double ATM drive-through facility; and,

WHEREAS, the City Council of the City of Yuba City considered said recommendations

of the City Planning Commission and conducted a public hearing on the Use Permit on April 19, 2016.

NOW, THEREFORE, BE IT RESOLVED that the City of Yuba City City Council hereby finds and determines that there is no substantial evidence in the record to indicate that Use Permit No. 16-01 may have a significant effect on the environment as identified by the Mitigated Negative Declaration prepared for Environmental Assessment No. 16-02.

BE IT FURTHER RESOLVED by the City Council of the City of Yuba City, based upon the testimony and information presented at the hearing and upon review and consideration of the environmental documentation provided, as follows:

1. The City Council finds that there is no substantial evidence in the record that Use Permit No. 16-01 may have a significant effect on the environment and hereby adopts the Mitigated Negative Declaration for Environmental Assessment No. 16-02.
2. The City Council finds the approval of the Use Permit as recommended by the Planning Commission is in the best interest of the City of Yuba City.
3. The City Council finds that the findings as outlined in the staff report presented to the Council may be made.

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 April 19, 2016 by the following vote:

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
John Buckland, Mayor

ATTEST:

\_\_\_\_\_  
Terrel Locke, City Clerk

CITY OF YUBA CITY  
STAFF REPORT

**Date:** April 19, 2016  
**To:** Honorable Mayor & Members of the City Council  
**From:** Development Services Department  
**Presentation By:** Arnoldo Rodriguez, AICP, Development Services Director

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**Summary**

**Subject:** Preannexation Rezone 16-01 pertaining to the South Yuba City area

**Recommendation:** Adopt an Ordinance rezoning approximately 1,382 developed and undeveloped parcels, totaling roughly 625 acres consistent with the City's General Plan, and waive the second reading

**Fiscal Impacts:** The City has incurred costs, including the costs for retaining the services of a public relations consultant, for the preparation of pertinent documents to initiate the annexation and preannexation rezone considering that the City is the project applicant. While the costs for processing land use entitlements is generally funded by the payment of the required entitlement fee, there are no associated entitlements with the subject project. However, it is anticipated that future development in the 625 acre area will be subject to the payment of development impact fees as well as building permit fees that will cover future costs incurred by the City

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**Purpose:**

Preannexation rezone of 625 acres of property in the South Yuba City area consistent with the City's General Plan (**Attachment 1, Location Map**).

**Background:**

The proposed rezone is a revision of the existing Preannexation zoning adopted prior to 2004. A new rezone is warranted because the City amended its General Plan in 2004 and, as a result, there are inconsistencies between the General Plan Land Use Map and the previously adopted Preannexation zoning map.

Preannexation zoning consistent with the General Plan is necessary in order to consider annexation of this area into the City. Upon annexation, the zoning will convert to the appropriate City zone district based on the City's plan land use designation.

The proposed annexation is comprised of approximately 1,382 developed and undeveloped parcels, totaling roughly 625 acres (slightly less than one square mile). It should be noted that there are no affiliated projects, such as Use Permits or subdivisions, being proposed as part of this project. Upon annexation, all new projects will be considered pursuant to the City's Municipal Code and pertinent State guidelines.

### **Planning Commission Action:**

On March 23, 2016, the Yuba City Planning Commission (Commission) considered this project. At the public hearing, the Commission heard testimony from City staff. The Commission posed numerous questions pertaining to the City's environmental analysis and wastewater and water capacity. No members of the public spoke. The Commission, by a vote of 6 to 0 with one Commission member absent, recommended that the City Council approve the rezone.

### **The Role of the Sutter County Local Agency Formation Commission (LAFCo):**

Sutter County LAFCo is the public agency that reviews and considers annexations. While the City is responsible for the preparation of the preannexation zoning and the filing of the annexation application, LAFCo will ultimately determine if the area will be annexed into the City pursuant to the Policies, Standards, and Procedures of the Cortese-Knox-Hertzberg Government Reorganization Act of 2000. Thus, all annexations, the act of adding territory to a city or district, must first be recognized by LAFCo. The preannexation zoning of the property serves as one of the initial steps in this process. Upon action by the City Council, the City will apply to LAFCo for potential annexation.

### **Project Analysis:**

Staff prepared an in-depth analysis relative to the proposed preannexation rezone. This analysis was presented to the City Council at its regularly scheduled meeting on April 5, 2016. At the April 5, 2016 City Council meeting, the City Council waived the first reading of the ordinance, and elected to adopt related Environmental Assessment 16-01.

### **Recommended Action:**

The appropriateness of the proposed preannexation zoning has been examined with respect to its consistency with the goals and policies of the General Plan, its compatibility with surrounding uses, and its avoidance of potentially significant adverse environmental impacts.

Therefore, staff recommends that the Council:

- A. Waive the second reading; and
- B. Adopt the attached preannexation rezone ordinance for approval of Rezoning 16-01 for amendments to the Official Zoning Map to amend the zoning classification for approximately 1,382 parcels totaling roughly 625 acres consistent with the City's General Plan.

### **Alternatives:**

Delay, modify, or return to staff for additional analysis.

### **Attachments:**

1. Location Map
2. Existing Zoning (Sutter County)
3. Proposed Zoning (Yuba City)
4. Preannexation Ordinance R-16-01

Prepared By:

*/s/ Arnoldo Rodriguez*

Arnoldo Rodriguez  
Development Services Director

Submitted By:

*/s/ Steven c. Kroeger*

Steven C. Kroeger  
City Manager

Reviewed By:

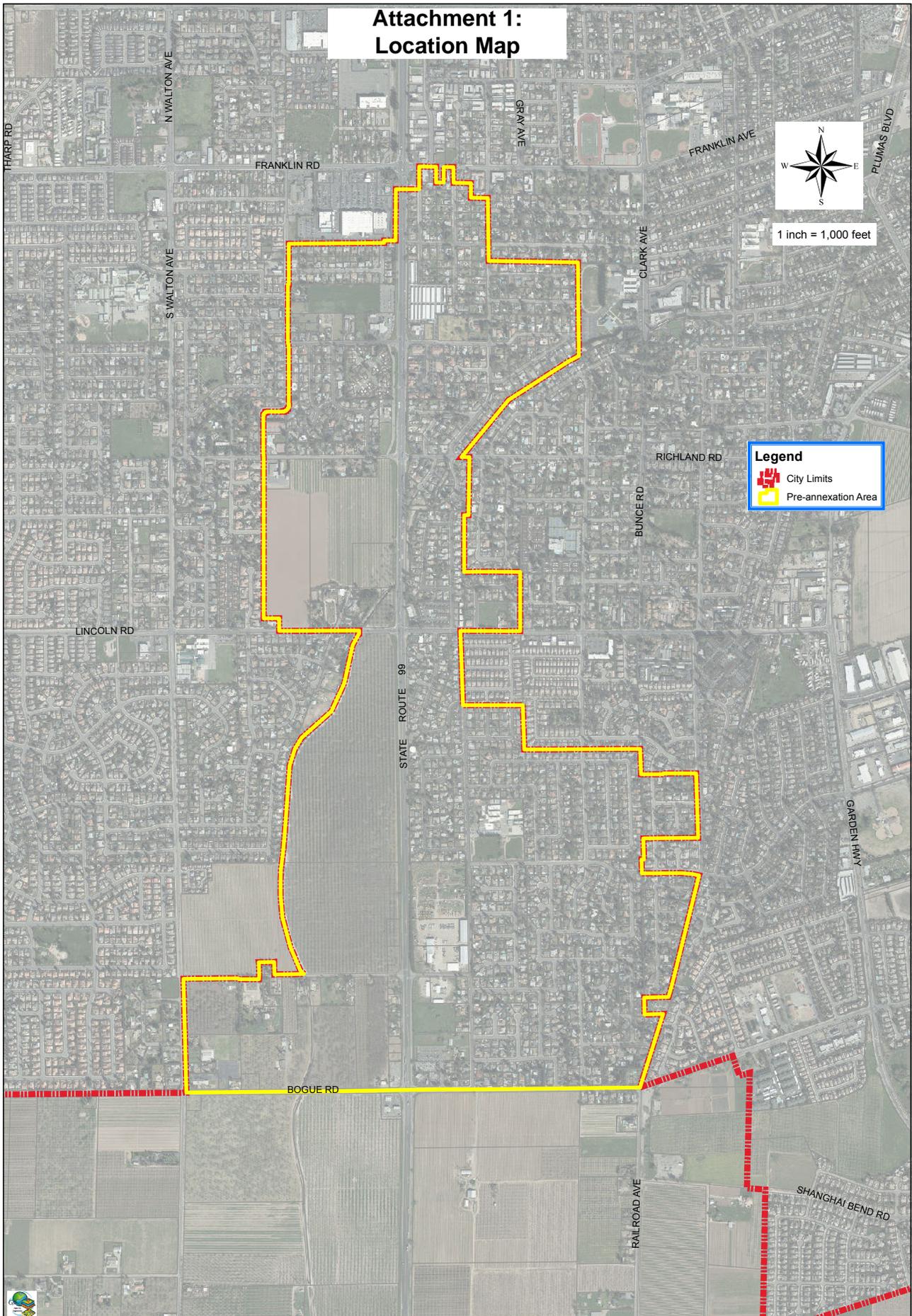
Finance

City Attorney

RB

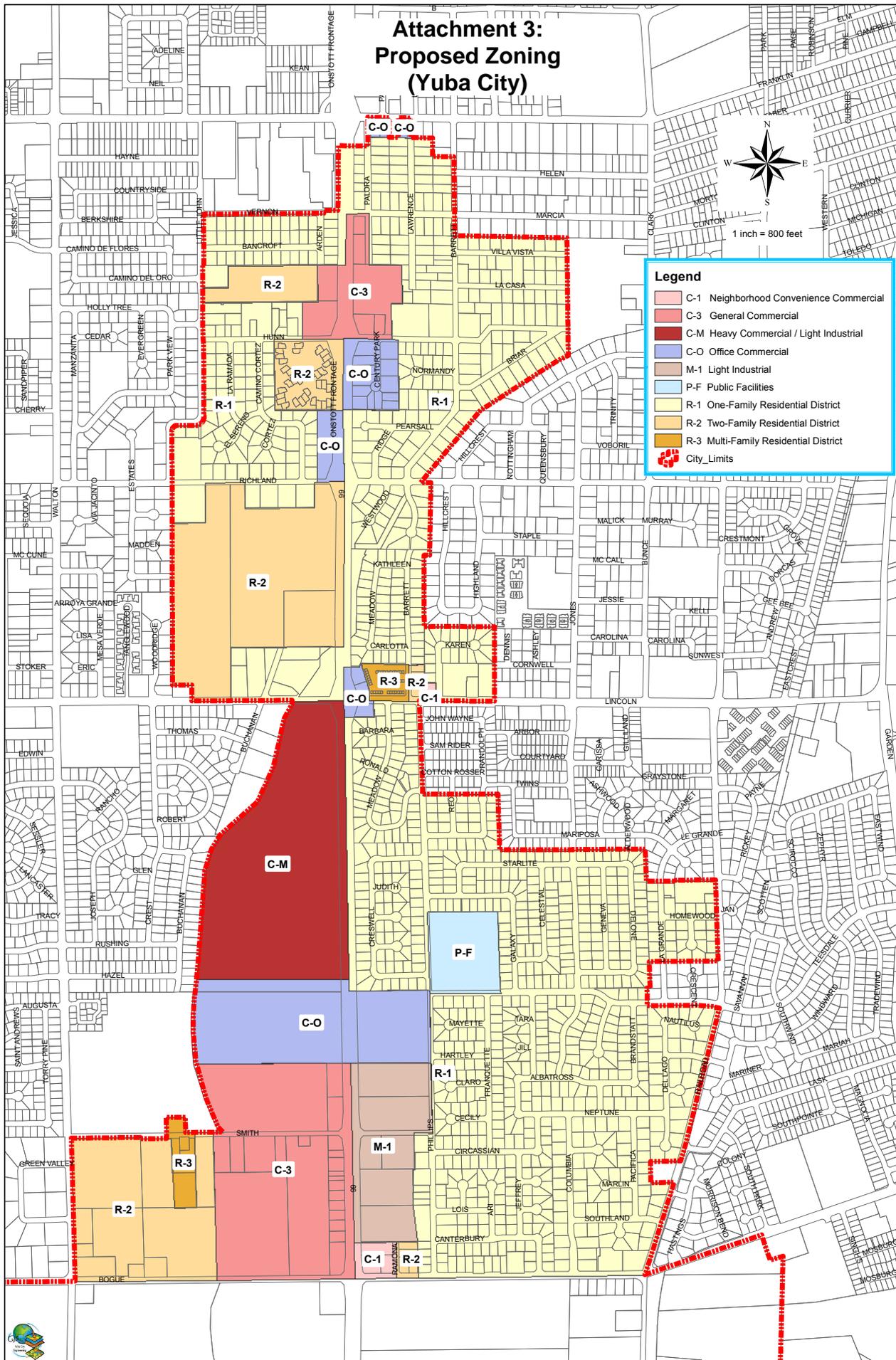
RH via email

# Attachment 1: Location Map





# Attachment 3: Proposed Zoning (Yuba City)



**Legend**

- C-1 Neighborhood Convenience Commercial
- C-3 General Commercial
- C-M Heavy Commercial / Light Industrial
- C-O Office Commercial
- M-1 Light Industrial
- P-F Public Facilities
- R-1 One-Family Residential District
- R-2 Two-Family Residential District
- R-3 Multi-Family Residential District
- City Limits

ORDINANCE NO. \_\_\_\_\_

**ORDINANCE OF THE CITY COUNCIL OF THE CITY OF YUBA CITY  
AMENDING THE ZONING CLASSIFICATION FOR APPROXIMATELY 1,382  
PARCELS COVERING ROUGHLY 625 ACRES OF REAL PROPERTY  
LOCATED WITHIN THE SOUTH YUBA CITY ANNEXATION AREA**

WHEREAS, Rezone Application No. R-16-01 has been filed by the City of Yuba City for property located in Sutter County and within the Sphere of Influence of the City of Yuba City (City);

WHEREAS, the City is proposing a preannexation rezone for approximately 625 acres of real property;

WHEREAS, pursuant to the provisions of Article 72, Chapter 8, of the City of Yuba City Municipal Code, the Planning Commission held a public hearing on the 23rd day of March, 2016, to consider Rezone Application No. R-16-01 and related Environmental Assessment No. EA-16-01, during which the Commission considered the environmental assessment and recommended to the Council of the City of Yuba City approval of the rezone application which proposes to amend the City's Zoning Ordinance on real property per Attachment 1 consistent with the City's General Plan;

WHEREAS, the Council of the City of Yuba City, on the 5th day of April, 2016, received the recommendation of the Planning Commission.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF YUBA CITY DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. The City Council of the City of Yuba City having considered said recommendations of the City Planning Commission on the matter of the rezoning of said property and conducted a public hearing on the matter on April 5, 2016, and after review and consideration of the Negative Declaration found that the Negative Declaration prepared for the project is in conformance with State and local environmental guidelines and adopted said Negative Declaration.

Section 2. The Council finds that the requested Zoning Map (Attachment 1) is consistent with the planned land use designation of the City of Yuba City General Plan.

Section 3. The Council finds that the zone districts of the real property described in Attachment 1, located in Sutter County are reclassified from the Existing Zone Map (Attachment 2) to the zone districts depicted in Attachment 1, upon annexation.

This ordinance shall be effective and in full force and effect at 12:01 a.m. on the thirty-first day after its passage and upon annexation into the City of Yuba City, and shall be published as provided by law.

###

Introduced and read at a regular meeting of the City Council of the City of Yuba City on the 5<sup>th</sup> day of April, 2016, and passed and adopted at a regular meeting held on the 19<sup>th</sup> day of April, 2016.

AYES:

NOES:

ABSENT:

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John Buckland, Mayor

ATTEST:

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Terrel Locke, City Clerk

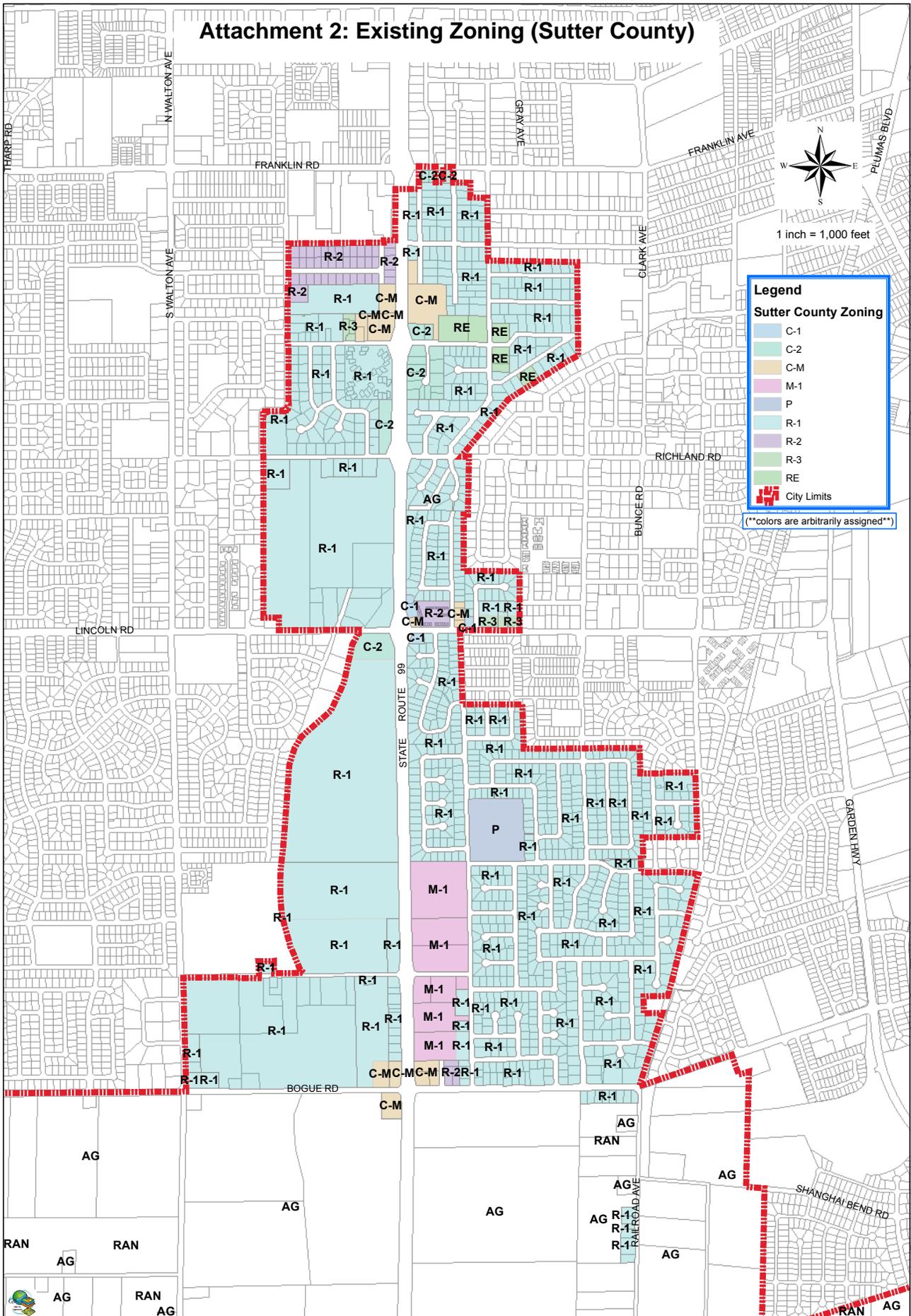
APPROVED AS TO FORM:

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Timothy Hayes, City Attorney



# Attachment 2: Existing Zoning (Sutter County)



**EXISTING SUTTER COUNTY ZONING MAP**

CITY OF YUBA CITY

**Written Requests**

Members of the public submitting written requests at least 24 hours prior to the meeting will normally be allotted 5 minutes to speak.

Procedure

When requesting to speak, 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:

Terrel Locke, City Clerk

[tlocke@yubacity.net](mailto:tlocke@yubacity.net)

The Mayor will call you to the podium when it is time for you to speak.

## CITY OF YUBA CITY

**Appearance of Interested Citizens**

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

Complete a Speaker Card located in the lobby and give to the City Clerk. When a matter is announced, wait to be recognized by the Mayor. Comment should begin by providing your name and place of residence. A three-minute limit is requested when addressing Council.

- For Items on the Agenda

Public comments on items on the agenda are taken during Council's consideration of each agenda item. If you wish to speak on any item appearing on the agenda, please note the number of the agenda item about which you wish to speak. If you wish to speak on more than one item, please fill out a separate card for each item.

- Items not listed on the Agenda

Public comments on items not listed on the agenda will be heard during the Public Communication portion of the meeting.

**MINUTES (DRAFT)  
SPECIAL PRIORITY & GOALS WORKSHOP  
CITY COUNCIL, CITY OF YUBA CITY  
SENIOR CENTER  
777 AINSLEY  
MARCH 22, 2016 8:30 AM**

**Special Workshop – Senior Center**

**Call to Order**

The City of Yuba City City Council Special Workshop was called to order by Mayor Buckland at 8:31 a.m.

**Roll Call**

Present: Councilmembers Cleveland, Didbal, Dukes, Gill and Mayor Buckland

Absent: None

**Public Communication on Items on the Agenda**

1. **Appearance of Interested Citizens - None**

**General Items**

2. **Priority and Goals Workshop**

(Schedule Attached)

**Adjournment**

Mayor Buckland adjourned the Special Workshop of the City Council of the City of Yuba City at 1:16 p.m.

Attest:

\_\_\_\_\_  
John Buckland, Mayor

\_\_\_\_\_  
Terrel Locke, City Clerk

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# AGENDA

**Mayor** John Buckland Welcome and Introduction

**City Manager** Steve Kroeger Agenda Overview

Review of Citywide Priorities 2015-2016

## Financial Overview

- Robin Bertagna
- Five Year Financial Plan Update
  - Pension Funding Strategy

## Discussion of Specific City Initiatives

- Arnoldo Rodriguez
- Allocation of CDBG Funds

- Darin Gale  
Rob Landon
- South Yuba City Annexation

- Darin Gale  
Rikki Shaffer
- Tourism Based Improvement District

- Ciara Wakefield
- Technology Initiatives – “Digital Front Door”

- Terrel Locke
- Website
  - YC311
- Brian Hansen
- Online Payments
  - Open Counter
- Devin Barber
- Municipal Code
  - Other

**City Manager** Steve Kroeger Discussion of Council Focus/Goals

**Mayor** John Buckland Review City Council Protocol and Rules of Decorum

Closing Remarks - Adjourn

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**MINUTES (DRAFT)  
REGULAR MEETING OF THE CITY COUNCIL  
CITY OF YUBA CITY  
COUNCIL CHAMBERS  
APRIL 5, 2016  
5:00 P.M. – CLOSED SESSION  
6:00 P.M. – REGULAR MEETING**

**Closed Session—Butte Room**

- A) Conferred with real property negotiator Steve Kroeger pursuant to Government Code Section 54956.8 regarding negotiations regarding possible purchase of the following properties or portions thereof: APN 17-113-008 associated with Eagle Moulding.
- B) Conferred with labor negotiators Steve Kroeger and Natalie Springer regarding negotiations with the following association: Yuba City Firefighters Local 3793 pursuant to Section 54957.6 of the Government Code.

**Regular Meeting—Council Chambers**

The City of Yuba City City Council meeting was called to order by Mayor Buckland at 6:02 p.m.

**Roll Call**

Present: Councilmembers Cleveland, Didbal, Dukes, Gill and Mayor Buckland  
Absent: None

**Invocation**

Councilmember Dukes gave the invocation.

**Pledge of Allegiance to the Flag**

Councilmember Didbal led the Pledge of Allegiance.

**Presentations & Proclamations**

**1. Child Abuse Awareness Month**

Mayor Buckland presented Marina Cavanagh of Casa de Esperanza a proclamation in recognition of Child Abuse Awareness Month

**Public Communication**

**2. Written Requests - None**

**3. Appearance of Interested Citizens**

The following person spoke:

Pat Miller, Sutter County Tax Payer's Association re: Closed Session Item

## **Public Hearing**

### **4. Consideration of Pre-annexation Rezone 16-01 for the South Yuba City area**

Mayor Buckland opened the Public Hearing, the following persons spoke:

Bob Renton, Hunn Road, Yuba City

Rick Dais, Live Oak

Hearing no further comment, Mayor Buckland closed the Public Hearing.

Councilmember Dukes moved to: A) Adopt the negative declaration, EA-16-01 that determined that the proposed project will not create any significant environmental impacts; and B) Introduce a pre-annexation ordinance for approval of Rezoning 16-01 for amendments to the Official Zoning Map pertaining to approximately 1,382 parcels totaling roughly 625 acres consistent with the City of Yuba City (City) General Plan, and waive the first reading. Councilmember Gill seconded the motion that passed with a unanimous vote.

## **Consent Calendar**

Councilmember Gill moved to adopt the Consent Calendar as presented. Councilmember Cleveland seconded the motion that passed with a unanimous vote.

### **5. Minutes of February 23, 2016 & March 1, 2016**

Approved the City Council Meeting Minutes of February 23, 2016 & March 1, 2016

## **General Items**

### **6. Water and Wastewater Rate Study**

The following persons spoke:

Dale McDowell, Yuba City

Tim Core, Live Oak Blvd, Yuba City

Councilmember Gill moved to: A. Accept and Adopt the Water and Wastewater Rate Study using the 5-Year Plan, Option 1 with 11 units and adjusted base rate; B) Set the protest hearing for Wednesday June 8, 2016 at 6:00 pm at the Council Chambers; and C) Approve the revised form of Notice for Proposition 218 Protest Hearing. Councilmember Dukes seconded the motion that passed with a unanimous vote.

### **7. Purchase of Laboratory Metals Testing Instrumentation**

Councilmember Cleveland moved to authorize the purchase of metals testing equipment to Perkin-Elmer in the amount of \$197,234.34 with the finding it is in the best interest of the City. Councilmember Gill seconded the motion that passed with a unanimous vote.

## **Business from the City Council**

### **8. City Council Reports**

- Councilmember Didbal
- Councilmember Dukes

- Councilmember Gill
- Vice Mayor Cleveland
- Mayor Buckland

**Adjournment**

Mayor Buckland adjourned the Regular Meeting of the City Council of the City of Yuba City at 7:18 p.m. in honor of former Sutter County Supervisor Dan Silva who passed away on March 25, 2016.

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John Buckland, Mayor

Attest:

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Terrel Locke, City Clerk

CITY OF YUBA CITY  
STAFF REPORT

**Date:** April 19, 2016  
**To:** Honorable Mayor & Members of the City Council  
**From:** Human Resources Department  
**Presentation By:** Natalie Springer, Human Resources Director

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**Summary**

**Subject:** Public Employees' Union Local #1 (Local 1) and First Level Managers (FLM) Amendments

**Recommendation:** Adopt a Resolution approving the Amendments with Public Employees' Union Local #1 and First Level Managers for City provided uniforms

**Fiscal Impact:** No new additional budget dollars are needed

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**Purpose:**

To ensure City MOU's accurately reflect agreements regarding provided City uniforms.

**Background:**

The City provides and cleans uniforms for employees in the Local 1 and FLM bargaining units based upon the City's determination of which positions are required to wear a uniform. All public agencies contracting with CalPERS for retirement benefits are required to report the cost and maintenance of uniforms. Additionally, California Code of Regulations Section 571(b) states that all items of special compensation must be contained in a written labor policy or agreement. Therefore, the amendments are being submitted for City Council approval in order to comply with California regulations.

**Analysis:**

These are technical amendments to comply with the CalPERS requirements as they pertain to the existing uniform benefit.

**Fiscal Impact:**

No new additional budget dollars are needed.

**Alternatives:**

Do not approve Local 1 and FLM Amendments and provide direction to Staff.

**Recommendation:**

Adopt a Resolution approving the Amendments with Public Employees' Union Local #1 and First Level Managers for City provided uniforms.

Attachments:

- Public Employees Union Local #1 Resolution and Amendment
- First Level Managers Resolution and Amendment

Prepared By:

*/s/ Natalie Springer*

Natalie Springer  
Human Resources Director

Submitted By:

*/s/ Steven C. Kroeger*

Steven C. Kroeger  
City Manager

Reviewed By:

Finance  
City Attorney

RB

TH by email

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY  
APPROVING THE PUBLIC EMPLOYEES' UNION, LOCAL 1 AMENDMENT**

WHEREAS, the City recognizes the need for departments to require employees to wear uniforms;

WHEREAS, such City provided uniforms are consistent with the City's Personal Appearance Policy;

WHEREAS, the City will continue to provide uniforms to those employees required to wear a uniform and will continue to reporting the value of such uniform benefit to CalPERS;

WHEREAS, City staff and Local 1 have worked in conjunction on the amendment for City provided uniforms;

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

Approve the attached Local 1 Amendment.

The Director of Finance is hereby authorized to make the necessary budget adjustments to implement the provisions of this resolution.

The forgoing Resolution of the City Council of the City of Yuba City was duly introduced, passed and adopted at a regular meeting thereof held on the 19<sup>th</sup> day of April 2016.

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
John Buckland  
Mayor

Attest:

\_\_\_\_\_  
Terrel Locke  
City Clerk

**AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING**  
**Between**  
**The City of Yuba City And**  
**Public Employees' Union, Local #1**

The City of Yuba City and Public Employees' Union, Local #1 have previously met and conferred and agreed upon the current Memorandum of Understanding (MOU), for which the term runs through June 30, 2017.

The parties have now meet and conferred further and have mutually agreed to modify the current MOU, to reflect their currently-existing agreement and understanding pertaining to employer provided uniforms and the CalPERS reporting requirements as follows:

**SECTION XXVI – CITY PROVIDED UNIFORM**

Consistent with the current agreement and practice, the City will continue to provide uniforms to those unit employees required to wear a uniform, and will continue reporting the value of such uniform benefit to CalPERS. This Amendment is solely to memorialize that, pursuant to CA Code of Regulations Section 571(b), the actual cost of City provided uniforms shall be treated as special compensation for the purpose of calculating pension contributions. The City will provide uniforms to employees based upon the City's determination of who is required to wear a uniform and appearance standards set by the City. The employee's work assignment will affect the number and type of uniforms provided, which will determine the amount reported to CalPERS. During the term of the MOU, the amount reported to CalPERS may vary based upon the City's actual cost directly related to providing required uniforms.

It is further agreed that the City will continue to provide the necessary uniforms to employees to allow them to meet the City's workplace appearance standards during the term of the MOU. If the City wishes to significantly alter the current basis for providing uniforms to the current employees receiving this benefit, the City agrees to inform Local #1 prior to any change and meet to discuss this matter and/or any changes upon Local #1's request.

Date:

Date:

*4/6/16*

\_\_\_\_\_  
City of Yuba City

*Benny Steen*  
\_\_\_\_\_  
Public Employees Union, Local #1

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF YUBA CITY APPROVING THE FIRST LEVEL MANAGERS' AMENDMENT**

WHEREAS, the City recognizes the need for departments to require employees to wear uniforms;

WHEREAS, such City provided uniforms are consistent with the City's Personal Appearance Policy;

WHEREAS, the City will continue to provide uniforms to those employees required to wear a uniform and will continue to reporting the value of such uniform benefit to CalPERS;

WHEREAS, City staff and First Level Managers' have worked in conjunction on the amendment for City provided uniforms;

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

Approve the attached First Level Managers' Amendment.

The Director of Finance is hereby authorized to make the necessary budget adjustments to implement the provisions of this resolution.

The forgoing Resolution of the City Council of the City of Yuba City was duly introduced, passed and adopted at a regular meeting thereof held on the 19<sup>th</sup> day of April 2016.

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
John Buckland  
Mayor

Attest:

\_\_\_\_\_  
Terrel Locke  
City Clerk

**AMENDMENT TO THE LETTER OF UNDERSTANDING**  
**Between**  
**The City of Yuba City and**  
**First Level Managers**

The City of Yuba City and First Level Managers have previously met and conferred and agreed upon the current Letter of Understanding (LOU), for which the term runs through June 30, 2017.

The parties have now meet and conferred further and have mutually agreed to modify the current LOU, to reflect their currently-existing agreement and understanding pertaining to employer provided uniforms and the CalPERS reporting requirements as follows:

**ARTICLE 19 – CITY PROVIDED UNIFORM**

Consistent with the current agreement and practice, the City will continue to provide uniforms to those employees required to wear a uniform, and will continue reporting the value of such uniform benefit to CalPERS. This Amendment is solely to memorialize that, pursuant to CA Code of Regulations Section 571(b), the actual cost of City provided uniforms shall be treated as special compensation for the purpose of calculating pension contributions. The City will provide uniforms to employees based upon the City's determination of who is required to wear a uniform and appearance standards set by the City. The employee's work assignment will affect the number and type of uniforms provided, which will determine the amount reported to CalPERS. During the term of the LOU, the amount reported to CalPERS may vary based upon the City's actual cost directly related to providing required uniforms.

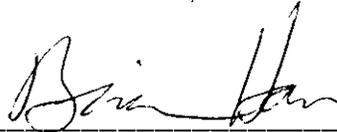
It is further agreed that the City will continue to provide the necessary uniforms to employees to allow them to meet the City's workplace appearance standards during the term of the LOU. If the City wishes to significantly alter the current basis for providing uniforms to the current employees receiving this benefit, the City agrees to inform the First Level Managers' prior to any change and meet to discuss this matter and/or any changes upon the First Level Managers' request.

Date:

Date:

4/7/16

\_\_\_\_\_  
City of Yuba City

  
\_\_\_\_\_  
First Level Managers

CITY OF YUBA CITY  
STAFF REPORT

**Date:** April 19, 2016  
**To:** Honorable Mayor & Members of the City Council  
**From:** Development Services Department  
**Presentation by:** Arnaldo Rodriguez, Development Services Director

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**Summary**

**Subject:** Professional Services Agreement with Denis Cook for Planning Consulting Services

**Recommendation:** Authorize the City Manager to execute a Professional Services Agreement between the City of Yuba City and Denis Cook Consulting of Yuba City, CA, for Planning and Development Services Consulting for an amount not to exceed \$115,000 with the finding that it is in the best interest of the City

**Fiscal Impact:** \$115,000 – Account No. 1910-62701

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**Purpose:**

To provide professional services support to the Development Services Department to assist in a variety of Planning and Development Projects

**Background:**

Denis Cook is the City's former Planning Director and drafted the City's current zoning ordinance and worked on the adopted 2004 General Plan. In 2014-15 the City entered into an agreement Denis Cook Consulting to provide a variety of Planning Services and he has helped the City successfully process a variety of development projects.

**Analysis:**

A variety of short term and long term planning projects are underway. In order to move these projects along in a timely manner the City needs to contract for planning services. For the past year Denis Cook Consulting has provide the City with exceptional consulting support services. As the former Planning Director of Yuba City, Denis Cook understands the City's planning processes and documents. Specifically, he will assist with the following planning projects:

- Harter Specific Plan Update
- Central City Specific Plan Update
- Recycling Ordinance
- Nightclub Ordinance
- Riverbend West Development Project
- Use Permits
- El Margarita Master Plan

**Fiscal Impact:**

The total cost of the contract is for \$115,000. The hourly cost of service is \$125, which is very reasonable given Mr. Cook's experience and breadth of knowledge. There is sufficient salary savings in the Development Services budget due to vacancy savings within the department.

**Alternatives:**

1. Direct staff to obtain proposals from other Planners
2. Approve the Professional Services Contract for a smaller amount

**Recommendation:**

Authorize the City Manager to execute a Professional Services Agreement between the City of Yuba City and Denis Cook Consulting of Yuba City, CA, for Planning and Development Services Consulting for an amount not to exceed \$115,000 with the finding that it is in the best interest of the City.

Prepared by:

*/s/ Darin Gale*

Darin Gale  
Economic Growth & Public Affairs Manager

Submitted by:

*/s/ Steven C. Kroeger*

Steven C. Kroeger  
City Manager

Reviewed by:

Finance

City Attorney

RB

TH via email

## **AGREEMENT FOR PROFESSIONAL SERVICES**

This Agreement is made and entered into as of \_\_\_\_\_, by and between the City of Yuba City, a municipal corporation ("City") and Denis Cook ("Consultant").

### **RECITALS**

- A. Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement; and
- B. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein; and
- C. City desires to retain Consultant to render professional services as set forth in this Agreement.

### **AGREEMENT**

1. Scope of Services. The Consultant shall furnish the following services in a professional manner:
  - Harter Specific Plan Update
  - Central City Specific Plan Update
  - Recycling Ordinance
  - Nightclub Ordinance
  - Riverbend West Development Project
  - Use Permits
  - El Margarita Master Plan
  - Other City Planning related activities, including but not to Development Plan reviews, Plan Amendments, and Rezones
2. Time of Performance. The services of Consultant are to commence upon execution of this Agreement and shall continue until all authorized work is completed and approved by the City. Finalization shall be completed at the direction of the City of Yuba City.
3. Compensation. Compensation to be paid to Consultant shall be in accordance with the Schedule of Charges set forth above in Section 1. In no event shall Consultant's compensation exceed \$1150,000 without additional written authorization from the City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.

4. Method of Payment. Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultant's invoices shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenses. City shall pay Consultant not later than 30 days after approval of the monthly invoice by City staff. When payments made by the City equal 90% of the maximum fee provided for in this Agreement, no further payments shall be made until the final work under this Agreement has been accepted by City.
5. Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from City.
6. Termination. This Agreement may be terminated by the City immediately for cause or by either party without cause upon fifteen days written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination. Such compensation is subject to the conditions of Section 4 of this agreement.
7. Ownership of Documents. All plans, studies, documents and other writings prepared by and for Consultant, its officers, employees, agents and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the City upon payment to Consultant for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon request.
- \* Licensing of Intellectual Property. This Agreement creates a nonexclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regards to Documents & Data

which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the services under this Agreement. Nor shall such materials be disclosed to any person or entity not connected with the performance of the services under this Agreement. Nothing furnished to Consultant, which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs relating to project for which Consultant's services are rendered, or any publicity pertaining to the Consultant's services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

8. Consultant's Books and Records:

- a. Consultant shall maintain any and all ledgers, books of accounts, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant to this Agreement.
- b. Consultant shall maintain all documents and records which demonstrated performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.
- c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Administrator, City Attorney, City Auditor or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.
- d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of

Consultant's business, City may, by written request by any of the above named officers, require that custody of the records be given to the City and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

9. Independent Contractor. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the City. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

- a. Will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the City or of any City official, other than normal agreement monitoring; and
- b. Possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700(B)(2).)

10. Interest of Consultant. Consultant (including principals, associates and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

11. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

13. Compliance with Laws. Consultant shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations.
14. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature, which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Consultant to practice its profession. Consultant shall maintain a City of Yuba City business license.
14. Indemnity. Consultant agrees to defend, indemnify and hold harmless the City, its officers, officials, agents, employees and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all costs, including attorney fees and expenses in connection therein), arising out of the performance of this Agreement in whole or in part by any negligent act or omission of the Consultant, or anyone directly or indirectly employed by the Consultant or anyone for whose acts the Consultant may be liable, or its failure to comply with any of its obligations contained in this Agreement, except for any such claim arising out of the sole negligence or willful misconduct of the City, its officers, agents, employees or volunteers.
15. Insurance Requirements. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the contract, necessary insurance policies as described in Exhibit B.
16. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City

**Arnoldo Rodriguez**  
**Development Services Development**  
 City of Yuba City  
 1201 Civic Center Blvd  
 Yuba City, CA 95993  
**(530) 822-3231**

If to Consultant:

**Denis Cook**  
**PO Box 3255**  
**Yuba City, CA 95993**  
**(530) 755-7701**

17. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.
18. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.
19. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express consent of the City. Consultant shall not subcontract any portion of the work to be performed under the Agreement without the written authorization of the City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.
20. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.
21. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
22. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Sutter.
23. Litigation Expenses and Attorneys' Fees. If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.
24. Mediation. The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and shall divide

the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to JAMS/ENDISPUTE ("JAMS") or its successor in interest. JAMS shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by JAMS and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

25. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
26. Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
27. Prohibited Interest. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising there from.
28. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

**CITY OF YUBA CITY:**

**CONSULTANT:**

By: \_\_\_\_\_

By \_\_\_\_\_

**Steven C. Kroeger, City Manager**

**Denis Cook**

Attachments:

Exhibit A - Insurance Requirements

Exhibit C - Workers' Compensation Exemption

**Exhibit A**  
**Professional Services Agreement**  
**Insurance Requirements**

- I. Workers' Compensation Coverage.** Consultant shall maintain Workers' Compensation Insurance for his/her employees in accordance with the laws of the State of California and Employers Liability Insurance in an amount not less than one million dollars (\$1,000,000) per accident for bodily injury and/or disease. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance in accordance with the laws of the State of California and Employers Liability Insurance in an amount not less than one million dollars (\$1,000,000) per accident for bodily injury and/or disease. for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the City at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Consultant for City. This provision shall not apply if Consultant has no employees performing work under this Agreement. If the Consultant has no employees for the purposes of this Agreement, Consultant shall sign the "Certificate of Exemption from Workers' Compensation Insurance" which is attached hereto as Exhibit C.
- II. General Liability Coverage.** Consultant shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
- III. Endorsements.** Each general liability and automobile liability insurance policy shall be with insurers possessing a current A.M. Best's rating of no less than A:VII and shall be endorsed with the following specific language or equivalent:
- A. The City, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insured with respect to liability arising out of work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work or operations. Conforms to ISO CG 2009 and CG 2037 10 01. Both are required.
  - B. This policy shall be considered primary insurance as respects to the City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-

insured retention the City may have, shall be considered excess insurance only and shall not contribute with it.

- C. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
  - D. The insurer waives all rights of subrogation against the City, its elected or appointed officers, officials, employees or agents.
  - E. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents or volunteers.
  - F. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage except after thirty (30) days written notice has been received by the City.
- IV. **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retention's.
- V. **Certificates of Insurance.** Consultant shall provide certificates of insurance with original endorsements to City, as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the City on or before commencement of performance of this agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.

**Exhibit B**  
**Certificate of Exemption From**  
**Workers' Compensation Insurance**

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

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at Yuba City, California.

By: \_\_\_\_\_  
**Denis Cook**

Title: \_\_\_\_\_

CITY OF YUBA CITY  
STAFF REPORT

**Date:** April 19, 2016  
**To:** Honorable Mayor & Members of the City Council  
**From:** Public Works Department  
**Presentation by:** Diana Langley, Public Works Director

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**Summary**

**Subject:** Support for City of Live Oak 2016 Transportation Investment Generating Economic Recovery (TIGER) Grant Application for Improvements on State Route 99

**Recommendation:** Adopt a Resolution supporting the City of Live Oak TIGER funding application for the Live Oak Streetscape Project on State Route 99

**Fiscal Impact:** The Grant Application is for \$20 Million to Construct Phase 1 of the Live Oak Streetscape Project

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**Purpose:**

To support the City of Live Oak on their grant application for the 2016 Transportation Investment Generating Economic Recovery (TIGER) program for their Live Oak Streetscape Project which includes improvements on State Route 99 through Live Oak.

**Background:**

The Transportation Investment Generating Economic Recovery (TIGER) discretionary grant program funds capital investments in surface transportation infrastructure and is awarded on a competitive basis for projects that will have a significant impact on the nation, a metropolitan area, or a region. The 2016 program provides \$500 Million nationwide.

Jim Goodwin, City Manager for the City of Live Oak, submitted a letter to the City requesting support for their TIGER grant application to construct Phase 1 of the Live Oak Streetscape Project. The project includes the following improvements on State Route 99 through Live Oak:

- Two additional travel lanes with a median two-way left-turn lane
- Parallel street parking
- Curb, gutter and sidewalks
- Landscaping
- Streetlights
- Rehabilitation of the existing drainage system
- Highly visible crosswalks and upgraded pedestrian facilities
- Improved connections with local streets

**Analysis:**

Staff is supportive of Live Oak's project to improve State Route 99 through Live Oak as the project will provide benefit to the region.

**Fiscal Impact:**

The City of Live Oak is requesting \$20 Million in TIGER funds to construct Phase 1 of the project.

**Alternatives:**

Do not support the application.

**Recommendation:**

Adopt a Resolution supporting the City of Live Oak TIGER funding application for the Live Oak Streetscape Project on State Route 99.

*Attachment:*

- Letter from Jim Goodwin, City Manager – City of Live Oak

Prepared by:

*/s/ Diana Langley*  
\_\_\_\_\_  
Diana Langley  
Public Works Director

Submitted by:

*/s/ Steven C. Kroeger*  
\_\_\_\_\_  
Steven C. Kroeger  
City Manager

Reviewed by:

Finance

[RB](#)

City Attorney

[TH by email](#)

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY  
SUPPORTING THE CITY OF LIVE OAK TRANSPORTATION INVESTMENT  
GENERATING ECONOMIC RECOVERY (TIGER) GRANT APPLICATION FOR THE  
LIVE OAK STREETScape PROJECT**

WHEREAS the City of Live Oak is a rural, economically disadvantaged community located in Sutter County, California; and

WHEREAS Live Oak is divided by State Route 99, with the highway serving as both a state highway route and the main street of the community; and

WHEREAS increased traffic on the highway in Live Oak has produced congestion causing back-ups on the highway affecting the flow of traffic to neighboring communities; and

WHEREAS Live Oak's elementary, middle and high schools are located in close proximity to the highway requiring pedestrian safety improvements; and

WHEREAS the economic growth in the region depends upon the strength of all local communities; and

WHEREAS the proposed Live Oak Streetscape Project will transform the project area into an attractive business district along the corridor and improve movement of goods through the city, greatly improving Live Oak's efforts to attract investment and improve economic conditions and opportunities within the region; and

WHEREAS the federal Transportation Investment Generating Economic Recovery (TIGER) grant funding for the Live Oak Streetscape project is an investment in the entire region.

**BE IT RESOLVED AND ORDERED BY THE CITY COUNCIL OF THE CITY OF YUBA CITY AS FOLLOWS:**

The City Council of the City of Yuba City supports the City of Live Oak's application for a 2016 TIGER Discretionary Grant and urges funding for the project.

The forgoing Resolution of the City Council of the City of Yuba City was duly introduced, passed and adopted at a regular meeting thereof held on the 19<sup>th</sup> day of April 2016.

AYES:

NOES:

ABSENT:

ATTEST:

\_\_\_\_\_  
John Buckland, Mayor

\_\_\_\_\_  
Terrel Locke, City Clerk



April 6, 2016

Diana Langley  
Public Works Director/City Engineer  
City of Yuba City  
1201 Civic Center Blvd.  
Yuba City, CA 95993

Dear Ms. Langley:

The City of Live Oak is a rural community divided by a state highway in need of safety and capacity improvements. A key vision for Live Oak's future is a highway corridor that functions effectively as both the community's main street and as a vital link in the state highway system. State Route 99 (SR-99) improvements in Live Oak will be a catalyst for economic growth, greatly improving both the function and aesthetics of the corridor. Completing these improvements is a top priority of the Live Oak City Council.

Over the past few years, Live Oak, in cooperation with Caltrans District 3, has completed a Highway 99 Streetscape Master Plan and a Project Study Report (PSR) for the corridor improvements from Paseo Avenue north to Riviera Road. The PSR identified three phases for the project, with Phase 1 being the corridor through the existing improved community from Ash Street to Ramsdell, and Phases 2 and 3 being the approaches from the north and south. Currently, we are completing the Project Authorization/Environmental Document (PA/ED) for Phase 1 of the project.

Phase 1 is expected to cost approximately \$20,000,000 and includes all of the following:

- Two additional travel lanes with a median two-way-left-turn lane
- Parallel street parking
- Curb, gutter and sidewalks
- Landscaping
- Street lighting
- Rehabilitation of the existing drainage system
- New highly visible crosswalks and upgraded pedestrian facilities meeting ADA standards
- Improved connections with SR-99 and local streets

**City Hall:** 530-695-2112 **Fax:** 530-695-2595 9955 Live Oak Blvd., Live Oak, CA 95953

[www.liveoakcity.org](http://www.liveoakcity.org)

We intend to apply for a 2016 Transportation Investment Generating Economic Recovery (TIGER) Discretionary Grant through the United States Department of Transportation. We are excited by the opportunity to compete for federal funding for these Phase 1 improvements.

We are hoping the City of Yuba City will support our application by adopting the attached resolution. The TIGER grant program is extremely competitive nationally with only a small percentage of applicants funded annually. Our ability to demonstrate the regional significance of the project enhances our competitiveness. The application must be submitted no later than April 29. In order to meet this deadline, we need to receive your adopted resolution by April 27. A representative of the City of Live Oak is available to attend an upcoming City Council meeting and answer questions about the application.

Thank you in advance for your consideration.

Respectfully,



Jim Goodwin  
City Manager

**LOCATION MAP**  
**LIVE OAK STREETScape PROJECT**  
**STATE ROUTE-99, PM 39.84/40.81**  
**ASH STREET TO RAMSDELL DRIVE**



CITY OF YUBA CITY  
STAFF REPORT

**Date:** April 19, 2016  
**To:** Honorable Mayor & Members of the City Council  
**From:** Public Works Department  
**Presentation By:** Michael Paulucci, Deputy Public Works Director - Utilities

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**Summary**

**Subject:** Wastewater Treatment Facility Bioassay Test Services

**Recommendation:** Authorize the City to enter into an agreement with Pacific Ecorisk of Fairfield, CA for acute and chronic bioassay testing in the amount of \$53,200 with the finding it is in the best interest of the City

**Fiscal Impact:** \$53,200 - Account No. 8140-62701 Laboratory Professional Services (\$175,000 budgeted)

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**Purpose:**

The City is required by the City's discharge permit to conduct monthly and quarterly aquatic bioassay monitoring to evaluate the toxicity of the wastewater treatment plant's final effluent.

**Background:**

The City previously contracted with Sierra Foothill Laboratory of Jackson, CA to provide the City with the required acute and chronic bioassay testing; however, without much advance notice, Sierra Foothill Laboratory closed their laboratory and ceased operations about one year ago. City staff solicited and evaluated bids from other laboratories certified by the State of California to perform toxicity testing. The City selected Pacific Ecorisk in March 2015 to replace Sierra Foothill Labs. The City currently has a Request for Proposal (RFP 16-9) open for toxicity in addition to other contracted laboratory services.

**Definitions:**

- **Acute** bioassays subject fathead minnows (*Pimephales promelas*) to treated wastewater for 96 hours. The City is in compliance if >90% of the fish survive the 96 hour test. Acute tests are required to be conducted monthly.
- **Chronic** bioassays (3-species) subject fathead minnows in addition to water fleas (*Ceriodaphnia dubia*) and algae (*Selenastrum capricornutum*) to various dilutions of treated wastewater for extended periods of time. A complex calculation is completed for each species and results are compared to discharge permit limits for each of the 3 species tested. Chronic tests are required to be conducted quarterly.
- **Trigger** – Toxicity discharge permit limits are treated a bit differently than other regulated chemicals in the City's discharger permit once a limit or "trigger" is exceed. In the event a trigger is exceeded, the City is required to conduct additional testing and determine the

cause of the exceedance. Exceeding a trigger does not automatically mean the City is subject to Mandatory Minimum Penalties (MMPs).

About 1 year ago, the facility started experiencing issues with the water flea portion of the 3-species chronic testing. It should be noted that the fathead minnow and algae species have always been and continue to be in full compliance. Water flea toxicity is evaluated two ways – survival and reproduction during the 96 hour test. The City has been and continues to be in compliance with the 96 hour survival portion; however, the reproduction portion of the water flea test has experienced poor results.

The City is required by the City's discharge permit to conduct follow up testing to determine the cause of the water flea reproduction issues and provide corrective action to the Regional Board.

**Analysis:**

As soon as the problem was discovered, the City started to work with the Regional Board and Pacific Ecorisk to determine the cause. Investigations by Pacific Ecorisk and plant staff have narrowed the cause of poor water flea reproduction to polymer use in the secondary clarifier system.

It is well known that the City has experienced secondary clarifier settling issues in the recent past. As is common in the wastewater industry, staff has utilized polymers as a settling aid at times to keep the secondary clarifiers from exceeding discharge permit settleable solids limits.

Once secondary polymer usage was determined to be a possible cause of the water flea reproduction issue, the practice was suspended. The suspension of polymer usage makes the task of keeping the facility in compliance with settleable solids more difficult but it is paramount the City find the cause and correct the toxicity issue.

The results of recent water flea reproduction tests have shown improvement and the most recent results are within permit compliance. The City must repeat the testing until 4 consecutive results show compliance to definitely demonstrate the polymer usage (or other cause) was the reason for the water flea reproduction toxicity issue before returning to normal testing frequency.

The City has paid Pacific Ecorisk approximately \$35,000 thus far this fiscal year. Investigations and follow up monitoring as required by the discharge permit will result in the City exceeding \$50,000 in fiscal year 2015-2016.

Table 1 below details the anticipated costs associated with the required monitoring and testing for the remainder of FY 15/16.

<b>Table 1.</b>	
2 x Quarterly 2016 Chronic Bioassay – 2 species only	\$15,500
10 x Cerio only Chronic Bioassay	\$23,700
4 x Acute Bioassay	\$4,000
Contingency	\$10,000
Total Estimated Expense for remainder of FY 15/16	\$53,200

**Fiscal Impact:**

\$53,200 - Account No. 8140-62701 Laboratory Professional Services (\$175,000 budgeted).

**Alternatives:**

No reasonable alternatives.

**Recommendation:**

Authorize an agreement with Pacific Ecorisk of Fairfield, CA to provide professional acute and chronic bioassay toxicity testing in the amount of \$53,200 with the finding it is in the best interest of the City.

Prepared by:

Submitted by:

*/s/ Michael Paulucci*

Michael Paulucci  
Deputy Public Works Director - Utilities

*/s/ Steven C. Kroeger*

Steven C. Kroeger  
City Manager

Reviewed by:

Department Head

DL

Finance

RB

City Attorney

TH via email

CITY OF YUBA CITY  
STAFF REPORT

**Date:** April 19, 2016  
**To:** Honorable Mayor & Members of the City Council  
**From:** Public Works Department  
**Presentation by:** Benjamin Moody, Deputy Public Works Director - Engineering

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**Summary**

**Subject:** Landscape Maintenance Agreement with Geweke Ford and Beeler Tractor for maintenance of the east right of way of State Route 99, north of Sunsweet Blvd

**Recommendation:**

- A. Authorize the execution of an agreement for maintenance of landscaped areas within the State of California highway right of way on the east side of State Route 99 north of Sunsweet Boulevard in association with the Geweke car dealerships
- B. Authorize the execution of an agreement for maintenance of landscaped areas within the State of California highway right of way on the east side of State Route 99 north of Sunsweet Boulevard in association with the Beeler Tractor dealership

**Fiscal Impact:** None

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**Purpose:**

To provide for the maintenance of landscaping and irrigation systems installed in the State right of way on the east side of State Route 99 north of Sunsweet Boulevard in association with the Geweke Ford and Beeler Tractor dealerships. (See Landscape Maintenance Area Exhibit).

**Background:**

As part of the development of the relatively new Geweke Kia car dealership the City was approached by Geweke and Beeler Tractor with interest in working with Caltrans to maintain the adjacent landscaping at a higher level of service. The adjacent property owners and the City were interested in improving the appearance of the area, prevent homeless from camping in the large over-grown oleanders, and decrease garbage accumulation.

The property owners in coordination with the City and State installed landscaping and irrigation systems within the State right of way. The State of California, through the Department of Transportation, required the execution of a Landscape Maintenance Agreement (State Agreement) directly with the City to ensure that the landscaping and irrigation systems would be maintained in proper order. The City in turn needs to execute a Landscape Maintenance Agreement with Geweke and Beeler Tractor, the adjacent property owners, to take on the City's designated responsibilities in the State Agreement.

**Analysis:**

The attached Agreement ensures that Geweke and Beeler Tractor's responsible portions of landscape area will be maintained in a neat and attractive appearance, and the irrigation systems will remain functional at the expense of Geweke. If Geweke fails to meet the terms of the Agreement, the City may take over the maintenance functions or require that the right of way be restored to its prior condition at the property owners expense. Any costs incurred by the City will be reimbursable at an amount equal to actual costs plus 30% to defray any oversight costs.

**Fiscal Impact:**

There is no fiscal impact to the City.

**Alternatives:**

There is no viable alternative.

**Recommendation:**

- A. Authorize the execution of an agreement for maintenance of landscaped areas within the State of California highway right of way on the east side of State Route 99 north of Sunsweet Boulevard in association with the Geweke car dealerships.
- B. Authorize the execution of an agreement for maintenance of landscaped areas within the State of California highway right of way on the east side of State Route 99 north of Sunsweet Boulevard in association with the Beeler Tractor dealership

Prepared by:

Submitted by:

*/s/ Benjamin K. Moody*  
Benjamin K. Moody  
Deputy P.W. Director - Engineering

*/s/ Steven C. Kroeger*  
Steven C. Kroeger  
City Manager

Reviewed by:

Department Head

DL

Finance

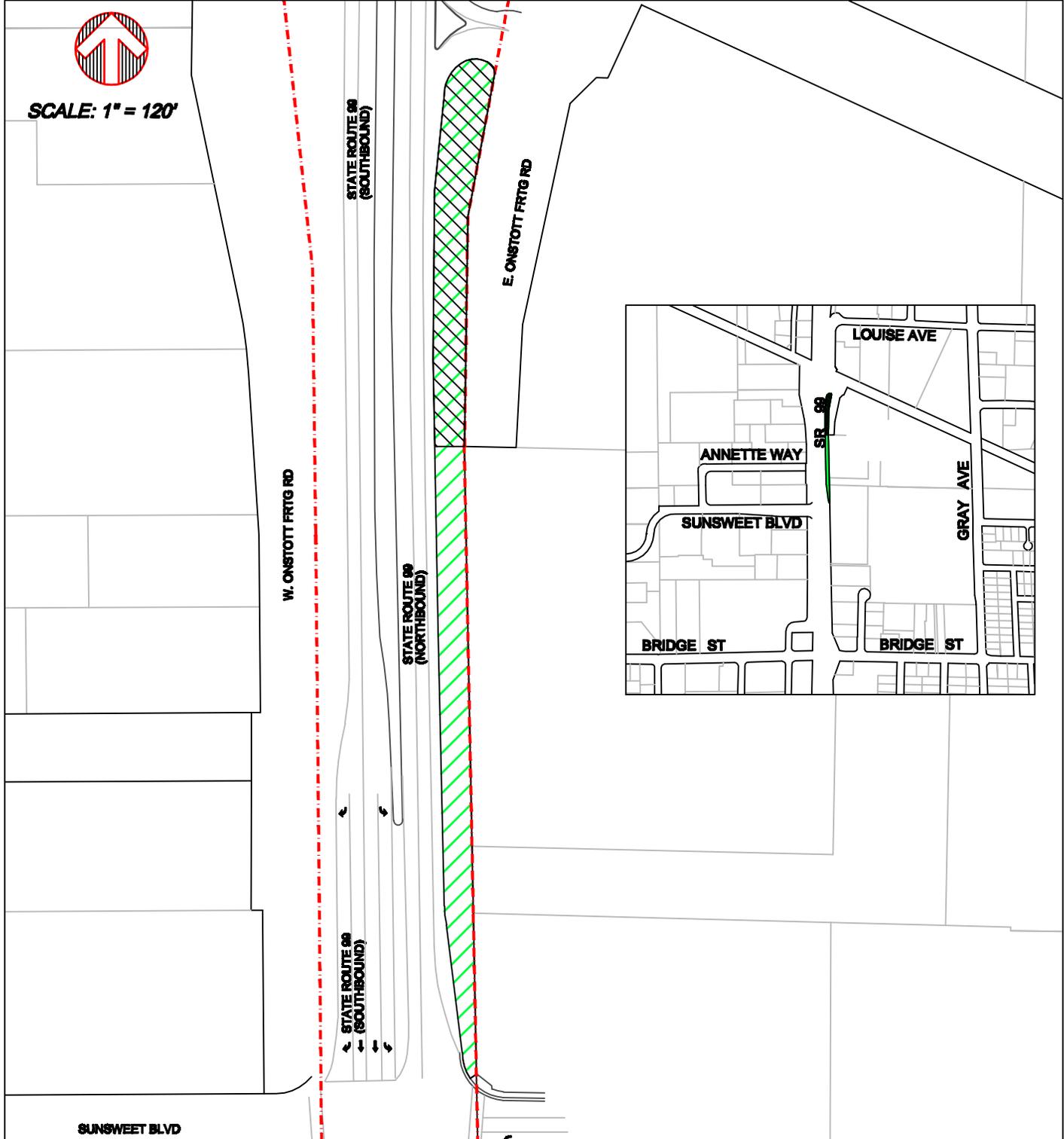
RB

City Attorney

TH via email



SCALE: 1" = 120'



ENCROACHMENT PERMIT NO. 0312-NLF0958  
03-SUT-99-30.13/30.39      UPDATED 10-29-13

**LEGEND:**



LANDSCAPING, PLANTING, IRRIGATION SYSTEM TO BE MAINTAINED BY GEWEKE FORD

LANDSCAPING, PLANTING, IRRIGATION SYSTEM TO BE MAINTAINED BY BEELER TRACTOR

CALTRANS RIGHT-OF-WAY

**CITY of YUBA CITY**  
 LANDSCAPE MAINTENANCE AREA  
 EXHIBIT

AGREEMENT FOR LANDSCAPE MAINTENANCE  
ON STATE ROUTE 99 – BEELER TRACTOR

THIS AGREEMENT is made and entered into this \_\_\_\_ day of April, 2016, by and between H.R. Beeler Tractor & Equipment, Inc., a corporation, hereinafter designated “Owner,” and the CITY OF YUBA CITY, a Municipal Corporation, located in the County of Sutter, State of California, hereinafter designated “City.”

WITNESSETH

WHEREAS, Owner is the owner of certain property in the City identified by APN 52-030-007 and described in the legal description as attached as Exhibit A and incorporated by reference (“Owner’s Property”); and

WHEREAS, Owner desires to maintain the landscaping of the property located in the right of way of the State of California (“State”) on State Route 99 and which is located west of and adjacent to Owner’s Property, and which is depicted on Exhibit B (“Landscape Maintenance Area”).

WHEREAS, the City entered into an agreement authorized by the City Council on May 5<sup>th</sup>, 2009, titled “AGREEMENT FOR LANDSCAPE MAINTENANCE WITHIN STATE HIGHWAY RIGHT OF WAY ON ROUTE 99 WITHIN THE CITY OF YUBA CITY”, with said agreement being updated on October 29, 2013, attached as Exhibit C, hereinafter designated “State Agreement” with the State, through the Department of Transportation, in which the City agreed to do the following:

- a) CITY may install, or contract authorizing a licensed contractor with appropriate class of license in the State of California, to install and thereafter will MAINTAIN (section 27 of the Streets and Highways Code) LANDSCAPING conforming to those plans and specifications (PS&E) pre-approved by STATE.
  
- b) CITY will submit the final form of the PS&E, prepared, stamped and signed by a licensed landscape architect, for LANDSCAPING to STATE’s District Permit Engineer for review and approval and will obtain and have in place a valid necessary encroachment permit prior to the start of any work within

STATE'S right of way. All proposed LANDSCAPING must meet STATE's applicable standards.

- c) CITY shall ensure that LANDSCAPED areas designated on Exhibit "A" are provided with adequate scheduled routine MAINTENANCE necessary to MAINTAIN a neat and attractive appearance.
- d) An Encroachment Permit rider may be required for any changes to the scope of work allowed by this Agreement prior to the start of any work within STATE's right of way.
- e) CITY contractors will be required to obtain an Encroachment Permit prior to the start of any work within STATE's right of way.
- f) To furnish electricity for irrigation system controls, water, and fertilizer necessary to sustain healthy plant growth in perpetuity.
- g) To replace unhealthy or dead plantings when observed or within 30 days when notified by STATE in writing that plant replacement is required.
- h) To prune shrubs, tree plantings, and trees to control extraneous growth and ensure STATE standard lines of sight to signs and corner sight distances are always maintained for the safety of the public.
- i) To MAINTAIN, repair and operate the irrigation systems in a manner that prevents water from flooding or spraying onto STATE highway, spraying parked and moving automobiles, spraying pedestrians on public sidewalks/bike paths, or leaving surface water that becomes a hazard to vehicular or pedestrian/bicyclist travel.

- j) To control weeds at a level acceptable to STATE. Any weed control performed by chemical weed sprays (herbicides) shall comply with all laws, rules, and regulations established by the California Department of Food and Agriculture.
- k) To expeditiously repair any STATE facility damage ensuing from CITY'S LANDSCAPE presence and activities, including, but not limited to, damage caused by plants and plant roots and to reimburse STATE for its costs to repair STATE facility damage ensuing from CITY'S LANDSCAPE presence and activities should STATE be required to cure a CITY default. To remove LANDSCAPING and appurtenances and restore STATE owned areas to a safe and attractive condition acceptable to STATE in the event this Agreement is terminated as set forth herein.
- m) To Inspect LANDSCAPING on a regular monthly basis to ensure the safe operation and condition of the LANDSCAPING.
- n) To expeditiously MAINTAIN, replace, repair or remove from service any LANDSCAPING system component that has become unsafe or unsightly.
- o) To furnish electricity and MAINTAIN lighting system and controls for all street lighting systems installed by and for CITY.
- p) To allow random inspection of LANDSCAPING by a STATE representative.
- q) To keep the entire landscaped area policed and free of litter and deleterious material.
- r) All work by or on behalf of City will be done at no cost to STATE

NOW, THEREFORE, City and Owner mutually agree as follows:

1. Owner, at Owner's expense, shall be responsible for City's obligation as outlined in the State Agreement attached as Exhibit C for the Landscape Maintenance Area which is located west of and adjacent to Owner's Property.

2. If Owner fails to perform the landscaping maintenance obligations pursuant to the State Agreement, the City shall have the right, but not the obligation, to do so; provided the City first provides thirty (30) days prior written notice to the Owner of its intention to do so and the Owner has not commenced to cure such failure to perform the maintenance obligations during that time, and thereafter, in the City's reasonable judgment, the Owner has failed to pursue completion of such cure within a reasonable time. The City shall be entitled to reimbursement by the Owner in an amount equal to the actual costs incurred by the City in performing the Owner's maintenance obligations, plus 30% to defray the City's estimated oversight costs.

3. This Agreement is made upon the express condition that the City is to be free from all liability and claim for damages by reason of any injury to any person, including Owner, agents, servants, or employees, or to any property of any kind by whomsoever belonging, including the Owner, from any cause or causes whatsoever while in, upon or in any way connected with the work to be done in said Agreement, and Owner hereby covenants and agrees to indemnify and save the City, and its officials and employees, harmless from loss or liability, cost or obligation on account of or arising out of such injuries or damages or losses however occurring. The duty of indemnity of the City and its officials and employees by Owner as in this paragraph provided, and as hereinafter stated, shall specifically include a duty to indemnify the City, its officials and employees when the same are concurrently actively negligent with Owner. Owner's obligation to indemnify as hereinabove provided shall not extend to nor embrace indemnification of the City either from its sole negligence or from its willful misconduct, and in the event any loss and/or liability arises either from the sole negligence of City, its officers, agents and/or employees or from the willful misconduct of City, its officers, agents and/or employees, there shall be no obligation to indemnify under those circumstances.

4. Owner agrees to indemnify and save harmless City, State, its officers, agents and employees from any claims, losses or obligations on account or arising out of the operations of Owner in performing the landscape maintenance work called for by this Agreement which are claimed to cause a nuisance or injury or damage to persons or property owners on nearby land regardless of how such loss or claim might arise and Owner specifically agrees to indemnify and save harmless City, State, its officers, agents and/or employees and officials from all costs and obligations in connection therewith including attorneys' fees on account of or arising out of any such injury or losses however occurring.

5. In connection with the foregoing, Owner agrees with City to take out comprehensive public liability and property damage insurance in the following amounts: comprehensive liability - \$1,000,000 per occurrence; \$2,000,000 in aggregate. Owner shall cause City, State, its officers, agents, and employees to appear as an additional insured under said comprehensive liability policy and shall provide thereunder that City shall be advised of any cancellation of said insurance at least ten (10) days prior to such purported cancellation.

6. Owner's contractual commitment to execute all appropriate documentation in connection with the landscape maintenance and to process the same in accordance with the law applicable thereto at said time shall bind Owner, its successors, grantees and/or assigns, and for this purpose shall constitute a material consideration for this Agreement and shall constitute a covenant running with the lands of Owner and shall be a burden and servitude upon said lands binding upon Owner and/or its grantees, transferees, lessees, successors and/or assigns, and/or any persons acquiring any interest whatsoever in said lands. The parties agree that this Agreement shall be recorded and constitute a notice to the world and to all persons to whom Owner may sell, lease, or otherwise assign this Agreement or to whom Owner may transfer or convey any interest in the lands the subject hereof that said lands are burdened and impressed with said servitude.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

CITY OF YUBA CITY, A MUNICIPAL CORPORATION

BY \_\_\_\_\_  
MAYOR

BY \_\_\_\_\_  
CITY CLERK

H.R. BEELER TRACTOR & EQUIPMENT, INC.

BY \_\_\_\_\_

EXHIBIT A  
LEGAL DESCRIPTION OF OWNER'S PROPERTY

SUTTER COUNTY

RECORDING REQUESTED BY  
FIDELITY NATIONAL TITLE  
MAIL TAX STATEMENT TO  
SAME AS BELOW

3062

OFFICIAL RECORDS  
SUTTER COUNTY, CA.  
RECORD REQUESTED BY  
FIDELITY NATL TITLE  
92 FEB 12 PM 2 51

WHEN RECORDED MAIL TO

Name  
Address  
City  
State  
Zip  
H.R. BEELER TRACTOR AND EQUIPMENT  
887 Onstott Road  
Yuba City, CA 95991

3062

LONNA B. SMITH  
COUNTY RECORDER  
BOOK 1457 PAGE 601 FEE \$ 8.00

THE UNDERSIGNED GRANTOR DECLARES

ORDER NO.  
ESCROW NO. 96527-cm

RECORDERS USE ONLY  
DOCUMENTARY TRANSFER TAX \$ 5.00  
COMPUTED ON FULL VALUE OF PROPERTY CONVEYED, OR  
COMPUTED ON FULL VALUE LESS LIENS & ENCUMBRANCES  
REMAINING THEREON AT TIME OF SALE, and

**CORPORATION  
GRANT DEED**

Signature of declarant or agent determining tax - Firm Name  
Unincorporated Area  City of Yuba City  
TAX PARCEL NO. 4-160-07

H.R. BEELER TRACTOR & EQUIPMENT CO. INC, a corporation  
FOR A VALUABLE CONSIDERATION, DOES HEREBY GRANT TO  
H.R. BEELER TRACTOR & EQUIPMENT, INC. , a corporation

the real property in the County of Sutter, State of California, described as:

SEE EXHIBIT "A" ATTACHED HERETO

Dated: February 7, 1992

H.R. BEELER TRACTOR & EQUIPMENT CO., INC

By Richard Dihel  
Richard Dihel, President

(Corporation Acknowledgment)

STATE OF CALIFORNIA  
County of Sutter

By \_\_\_\_\_

On this 7th day of February, in the year 1992, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Richard Dihel

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as President or on behalf of the corporation therein named, and acknowledged to me that such corporation executed it.

WITNESS my hand and official seal.  
Carol L. Montgomery  
Notary Public in and for said County and State.



(Notary Seal)

SUTTER COUNTY

Exhibit "A"

The land referred to in this report is situated in the State of California, County of SUTTER, City of Yuba City and is described as follows:

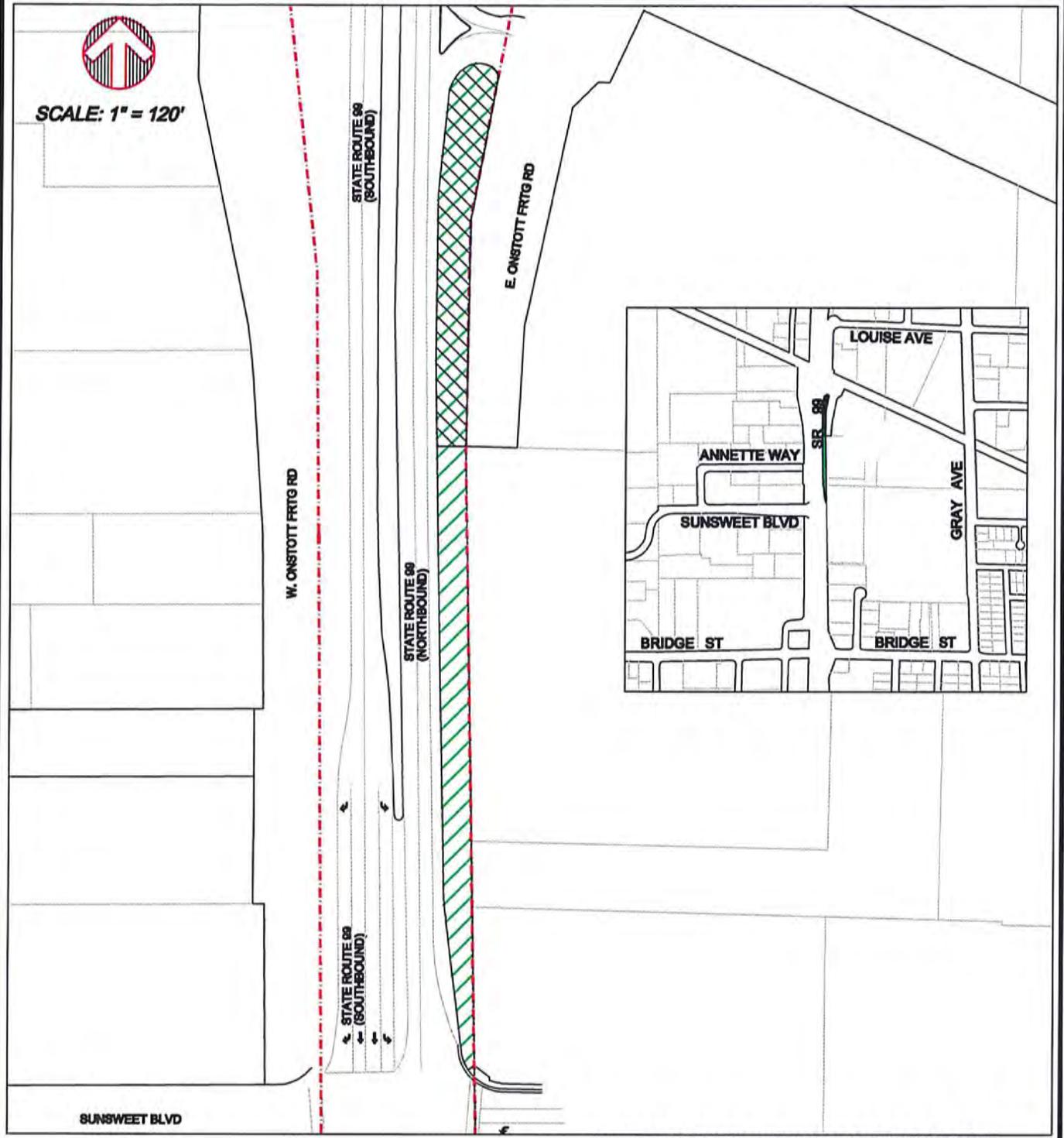
All that portion of Lot 2 and all that portion of the North 4.30 chains of Lot 3, as shown on that certain map entitled, "Map of Subdivision of the West half of the Whyler Estate", filed in the office of the County Recorder of Sutter County, California, on January 6, 1902 in Book 1 of Surveys, page 21, lying South and West of the right of way of the Sacramento Northern Railroad, and lying Easterly of the Easterly line of the parcel of land conveyed to the State of California, by Deed from Bessie S. Vantress, et al, dated November 6, 1952, recorded May 1, 1953 in Volume 381 of Official Records, page 323; said Easterly line being described as follows:

COMMENCING at a point on the South line of the North 4.30 chains of said Lot 3, a distance of 70.78 feet Easterly, measured radially from Engineer's Station "B1 715+62.48" of the base line of the Department of Public Works 1950 Survey between Oswald Road and Route 15, Road III-Sut-87-B and from which point the Southwest corner of the North 4.30 chains of said Lot 3 bears North 88 degrees 30' 44" West 123.69 feet, thence from said point of commencement along said South line South 88 degrees 30' 44" East, 45.49 feet to the principal place of beginning for the said Easterly line of the parcel of land so conveyed to the State of California by Deed hereinabove referred to; thence from said place of beginning, describing said Easterly line run North 3 degrees 15' 50" East, 106.67 feet; thence North 12 degrees 20' 29" East 198.75 feet; thence North 45 degrees 53' 22" East 32.31 feet; thence South 89 degrees 06' 38" East 10.00 feet and North 24 degrees 58' East, 70.76 feet to a point on that Southwesterly right of way line of that certain right of way conveyed to the Northern Electric Company, a corporation, by Deed dated September 10, 1907 and recorded September 21, 1907 in Volume 33 of Deeds, page 571, and the terminal point of said Easterly line of the parcel of land so conveyed to the State of California by Deed hereinabove referred to.

EXHIBIT B  
LANDSCAPE MAINTENANCE AREA



SCALE: 1" = 120'



ENCROACHMENT PERMIT NO. 0312-NLF0958  
03-SUT-99-30.13/30.39      UPDATED 10-29-13

**LEGEND:**



LANDSCAPING, PLANTING, IRRIGATION SYSTEM TO BE MAINTAINED BY GEWEKE FORD

LANDSCAPING, PLANTING, IRRIGATION SYSTEM TO BE MAINTAINED BY BEELER TRACTOR

--- CALTRANS RIGHT-OF-WAY

**CITY of YUBA CITY**  
 LANDSCAPE MAINTENANCE AREA  
 EXHIBIT

EXHIBIT C  
STATE AGREEMENT

**AGREEMENT FOR LANDSCAPE MAINTENANCE  
WITHIN STATE HIGHWAY RIGHT OF WAY  
ON ROUTE 99 WITHIN THE CITY OF YUBA CITY**

THIS AGREEMENT is made and executed effective this 28<sup>TH</sup> day of MAY, 2009, by and between the State of California, acting through its Department of Transportation, hereinafter referred to as "STATE," and the City of Yuba City, hereinafter referred to as "CITY," together referred to as "PARTIES".

**WITNESSETH**

**RECITALS:**

1. PARTIES desire to work together to allocate their respective obligations relative to newly constructed or revised improvements within STATE's right of way by Permit Number 0309-NMC0073.
2. This Agreement addresses CITY responsibility for the landscaping, planting, irrigation systems, lighting, hardscaping (cobble and concrete), drainage, and litter and weed removal (collectively the "LANDSCAPING") placed within State Highway right of way on State Route 99, as shown on Exhibit A, attached to and made a part of this Agreement.

**Section I**

In consideration of the mutual covenants and promises herein contained, CITY and STATE agree as follows:

- a) PARTIES have agreed to an allocation of maintenance responsibilities that includes, but is not limited to, inspection, providing emergency repair, replacement, & maintenance, (collectively hereinafter "MAINTAIN/MAINTENANCE") of LANDSCAPING as shown on said Exhibit "A."
- b) When a planned future improvement is constructed and/or a minor revision has been effected with STATE's consent or initiation within the limits of the STATE's right of way herein described which affects PARTIES' Division of Maintenance responsibility as described herein, PARTIES will agree upon and provide a new dated and revised Exhibit "A" which will be made a part hereof by an amendment to this Agreement when executed and will thereafter supersede the attached original Exhibit "A" to thereafter become a part of this Agreement.

**Section II**

CITY agrees, at CITY expense, to do the following:

- a) CITY may install, or contract authorizing a licensed contractor with appropriate class of license in the State of California, to install and thereafter will MAINTAIN (section 27 of the Streets and Highways Code) LANDSCAPING conforming to those plans and specifications (PS&E) pre-approved by STATE.
- b) CITY will submit the final form of the PS&E, prepared, stamped and signed by a licensed landscape architect, for LANDSCAPING to STATE's District Permit Engineer for review and approval and will obtain and have in place a valid necessary encroachment permit prior to the start of any work within STATE'S right of way. All proposed LANDSCAPING must meet STATE's applicable standards.
- c) CITY shall ensure that LANDSCAPED areas designated on Exhibit "A" are provided with adequate scheduled routine MAINTENANCE necessary to MAINTAIN a neat and attractive appearance.
- d) An Encroachment Permit rider may be required for any changes to the scope of work allowed by this Agreement prior to the start of any work within STATE'S right of way.
- ~~e) CITY contractors will be required to obtain an Encroachment Permit prior to the start of any work within STATE's right of way.~~
- f) To furnish electricity for irrigation system controls, water, and fertilizer necessary to sustain healthy plant growth in perpetuity.
- g) To replace unhealthy or dead plantings when observed or within 30 days when notified by STATE in writing that plant replacement is required.
- h) To prune shrubs, tree plantings, and trees to control extraneous growth and ensure STATE standard lines of sight to signs and corner sight distances are always maintained for the safety of the public.
- i) To MAINTAIN, repair and operate the irrigation systems in a manner that prevents water from flooding or spraying onto STATE highway, spraying parked and moving automobiles, spraying pedestrians on public sidewalks/bike paths, or leaving surface water that becomes a hazard to vehicular or pedestrian/bicyclist travel.
- j) To control weeds at a level acceptable to STATE. Any weed control performed by chemical weed sprays (herbicides) shall comply with all laws, rules, and regulations established by the California Department of Food and Agriculture.
- k) To expeditiously repair any STATE facility damage ensuing from CITY'S LANDSCAPE presence and activities, including, but not limited to, damage

caused by plants and plant roots and to reimburse STATE for its costs to repair STATE facility damage ensuing from CITY'S LANDSCAPE presence and activities should STATE be required to cure a CITY default.

- l) To remove LANDSCAPING and appurtenances and restore STATE owned areas to a safe and attractive condition acceptable to STATE in the event this Agreement is terminated as set forth herein.
  - m) To Inspect LANDSCAPING on a regular monthly basis to ensure the safe operation and condition of the LANDSCAPING.
  - n) To expeditiously MAINTAIN, replace, repair or remove from service any LANDSCAPING system component that has become unsafe or unsightly.
  - o) To furnish electricity and MAINTAIN lighting system and controls for all street lighting systems installed by and for CITY.
  - p) To allow random inspection of LANDSCAPING by a STATE representative.
- 
- q) To keep the entire landscaped area policed and free of litter and deleterious material.
  - r) All work by or on behalf of City will be done at no cost to STATE

### **Section III**

STATE agrees to do the following:

- a) Provide CITY with timely written notice of unsatisfactory conditions that require correction by CITY.
- b) Issue encroachment permits to CITY and CITY contractors at no cost to them.

### **Section IV**

#### **Legal Relations and Responsibilities:**

- a) Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement, or affect the legal liability of either PARTY to this Agreement by imposing any standard of care respecting the design, construction and MAINTENANCE of these STATE

- highway improvements or CITY facilities different from the standard of care imposed by law.
- b) If during the term of this Agreement, CITY should cease to MAINTAIN the LANDSCAPING to the satisfaction of STATE as provided by this Agreement, STATE may either undertake to perform that MAINTENANCE on behalf of CITY at CITY's expense or direct CITY to remove or itself remove LANDSCAPING at CITY's sole expense and restore STATE's right of way to its prior or a safe operable condition. CITY hereby agrees to pay said STATE expenses within thirty (30) days of receipt of billing by STATE. However, prior to STATE performing any MAINTENANCE or removing LANDSCAPING, STATE will provide written notice to CITY to cure the default and CITY will have thirty (30) days within which to effect that cure.
- c) Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction arising under this Agreement. It is understood and agreed that STATE shall fully defend, indemnify and save harmless CITY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement with the exception of those actions of STATE necessary to cure a noticed default on the part of CITY.
- d) Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction arising under this Agreement. It is understood and agreed that CITY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY under this Agreement.
- e) Insurance  
CITY and their contractors shall maintain in force, during the term of this Agreement, a policy of general liability insurance, including coverage of bodily injury liability and property damage liability, naming the State of California, its officers, agents and employees as the additional insured in an amount of \$1 million per person and \$2 million in aggregate. Coverage shall be evidenced by a certificate of Insurance in a form satisfactory to Department that shall be delivered to Department with a signed copy of this Agreement.
- f) Prevailing Wage Requirements  
Workers employed in the performance of work contracted for by CITY, and /or performed under encroachment permit, are covered by the prevailing wage

provisions of the Labor Code in the same manner as are workers employed by STATE's contractors.

CITY shall require its contractors to include prevailing wage requirements in all subcontracts entered into to perform the work mentioned in this Agreement. All of CITY's contracts with their contractors shall include a requirement that contractors and their subcontracts shall include prevailing wage requirements identical to those set forth in this Agreement.

g) Termination

This Agreement may be terminated by timely mutual written consent by PARTIES, and CITY's failure to comply with the provisions of this Agreement may be grounds for a Notice of Termination by STATE.

h) Term of Agreement

This Agreement shall become effective on the date first shown on its face sheet and shall remain in full force and effect until amended or terminated at any time upon mutual consent of the parties or until terminated by STATE for cause.

**PARTIES are empowered by Street and Highways Code section 114 & 130 to enter into this Agreement and have delegated to the undersigned the authority to execute this Agreement on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this Agreement.**

IN WITNESS WHEREOF, PARTIES hereto have set their hands and seals the day and year first above written.

**STATE OF CALIFORNIA  
Department Of Transportation**

WILL KEMPTON  
Director of Transportation

By: Jody Jones  
JODY JONES, District Director

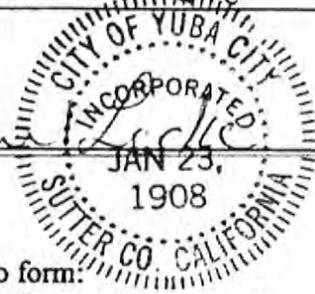
Approved as to form and procedure:

\_\_\_\_\_  
Attorney  
Department of Transportation

**CITY OF YUBA CITY**

By: Kadmir Stadio  
CITY Executive

Attest: Tim Locke  
CITY Clerk

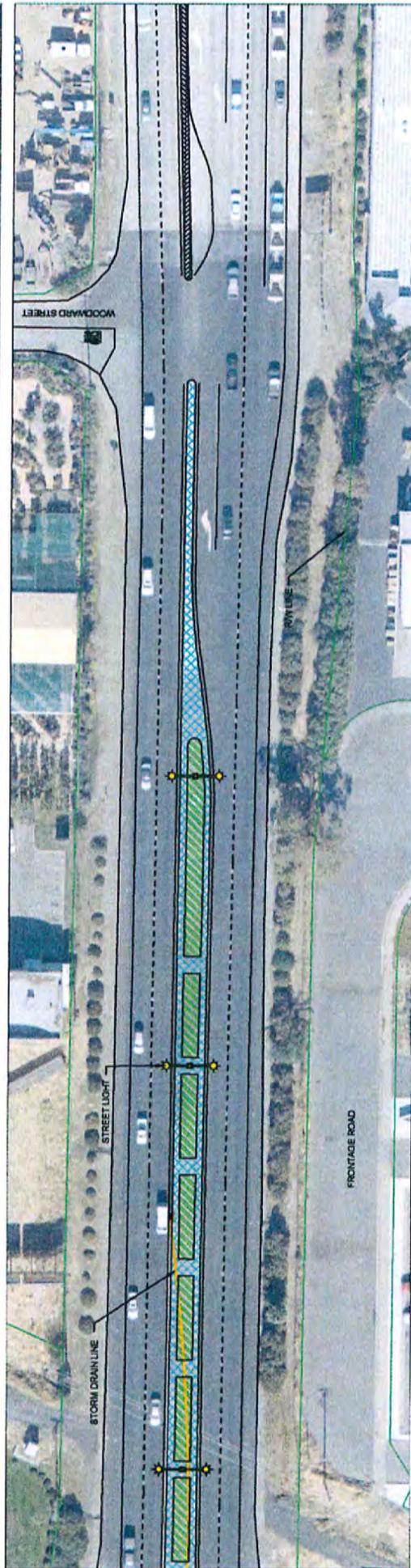
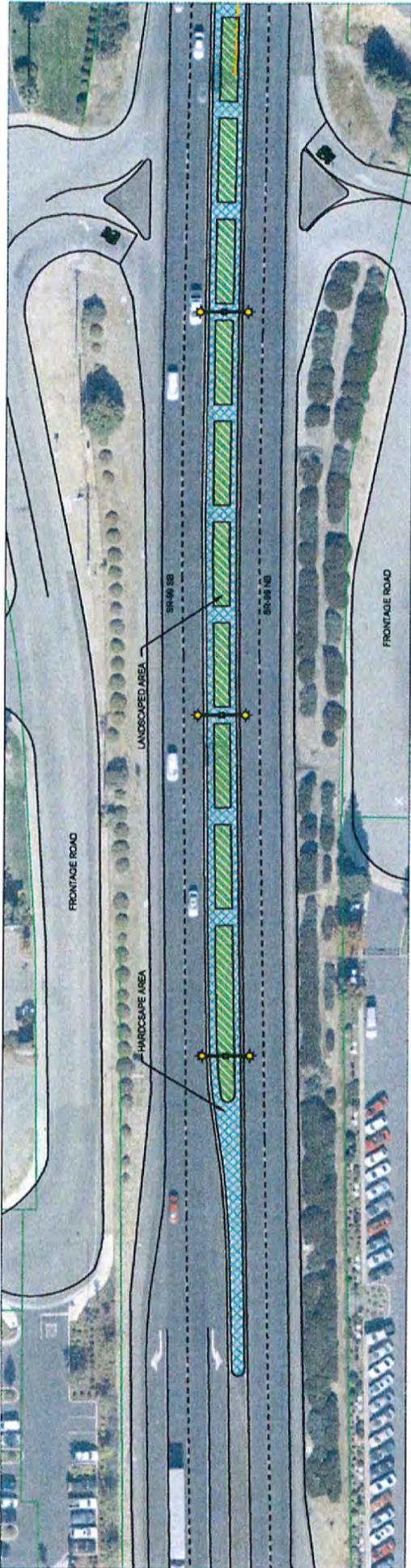


- \* Approved as to form:
- \* Approved as to form and procedure:

Jan P. Harris  
Attorney (or Counsel)

**\*\*Approval by STATE'S Attorney is not required unless changes are made to this form, in which case, the draft will be submitted to Headquarters for review and approval by STATE's Attorney as to form and procedures.**

MATCHLINE, SEE BELOW



MATCHLINE, SEE ABOVE

**LEGEND**

-  LANDSCAPING, PLANTING, IRRIGATION SYSTEMS TO BE MAINTAINED BY THE CITY
-  LIGHTING TO BE MAINTAINED BY THE CITY
-  HARDSCAPING (COBBLE & CONCRETE) TO BE MAINTAINED BY THE CITY
-  STORM DRAIN FACILITIES TO BE MAINTAINED BY THE CITY



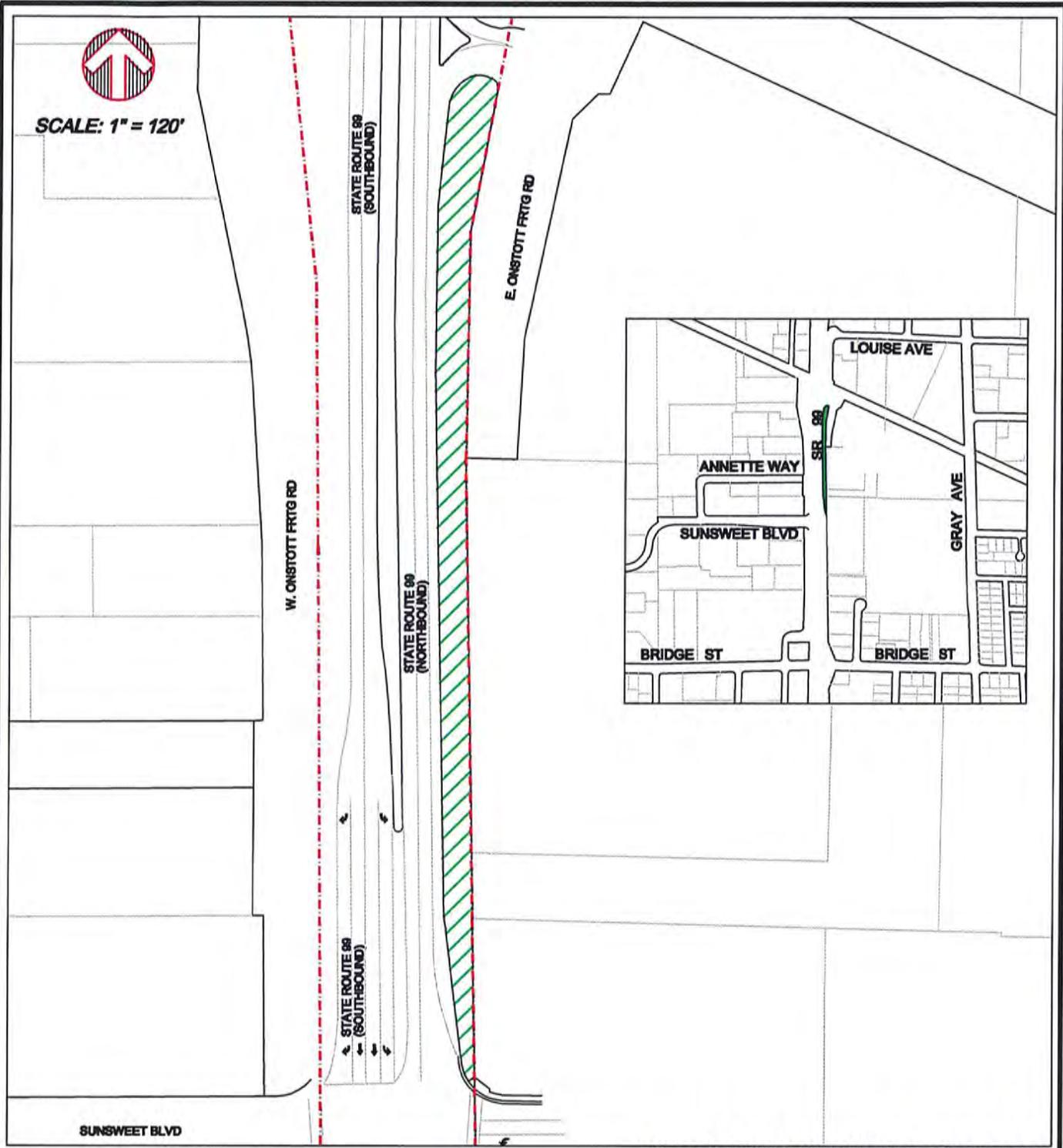
**CITY of YUBA CITY**  
**SR-99 MEDIAN IMPROVEMENTS**  
**EXHIBIT A**

DESIGNED BY: <b>URS</b>	CHECKED BY: <b>URS</b>	DRAWN BY: <b>URS</b>	DATE: <b>03/26/2015</b>
PROJECT NO: <b>03-SUT-99-30.26/30.55</b>	DATE OF PLANS: <b>03/26/2015</b>	SCALE: <b>AS SHOWN</b>	PROJECT: <b>SR-99</b>

**03-SUT-99-30.26/30.55**



SCALE: 1" = 120'



ENCROACHMENT PERMIT NO. 0312-NLF0958  
03-SUT-99-30.13/30.39  
UPDATED 10-29-13

**LEGEND:**

-  LANDSCAPING, PLANTING, IRRIGATION SYSTEM TO BE MAINTAINED BY CITY AT CITY'S EXPENSE
-  CALTRANS RIGHT-OF-WAY

**CITY of YUBA CITY**  
STATE ROUTE 99 & SUNSWEET BLVD  
CALTRANS LANDSCAPE MAINTENANCE AGREEMENT  
EXHIBIT "A"

AGREEMENT FOR LANDSCAPE MAINTENANCE  
ON STATE ROUTE 99 – GEWEKE

THIS AGREEMENT is made and entered into this \_\_\_\_ day of April, 2016, by and between Larry W. Geweke and Dale B. Geweke Co-Trustees of the Larry and Dale Geweke Family Trust dated April 18, 1996 hereinafter designated “Owner,” and the CITY OF YUBA CITY, a Municipal Corporation, located in the County of Sutter, State of California, hereinafter designated “City.”

WITNESSETH

WHEREAS, Owner is the owner of certain property in the City identified by APN 52-030-008 and described in the legal description as attached as Exhibit A and incorporated by reference (“Owner’s Property”); and

WHEREAS, Owner desires to maintain the landscaping of the property located in the right of way of the State of California (“State”) on State Route 99 and which is located west of and adjacent to Owner’s Property, and which is depicted on Exhibit B (“Landscape Maintenance Area”).

WHEREAS, the City entered into an agreement authorized by the City Council on May 5<sup>th</sup>, 2009, titled “AGREEMENT FOR LANDSCAPE MAINTENANCE WITHIN STATE HIGHWAY RIGHT OF WAY ON ROUTE 99 WITHIN THE CITY OF YUBA CITY”, with said agreement being updated on October 29, 2013, attached as Exhibit C, hereinafter designated “State Agreement” with the State, through the Department of Transportation, in which the City agreed to do the following:

- a) CITY may install, or contract authorizing a licensed contractor with appropriate class of license in the State of California, to install and thereafter will MAINTAIN (section 27 of the Streets and Highways Code) LANDSCAPING conforming to those plans and specifications (PS&E) pre-approved by STATE.
  
- b) CITY will submit the final form of the PS&E, prepared, stamped and signed by a licensed landscape architect, for LANDSCAPING to STATE’s District Permit Engineer for review and approval and will obtain and have in place a valid necessary encroachment permit prior to the start of any work within

STATE'S right of way. All proposed LANDSCAPING must meet STATE's applicable standards.

- c) CITY shall ensure that LANDSCAPED areas designated on Exhibit "A" are provided with adequate scheduled routine MAINTENANCE necessary to MAINTAIN a neat and attractive appearance.
- d) An Encroachment Permit rider may be required for any changes to the scope of work allowed by this Agreement prior to the start of any work within STATE's right of way.
- e) CITY contractors will be required to obtain an Encroachment Permit prior to the start of any work within STATE's right of way.
- f) To furnish electricity for irrigation system controls, water, and fertilizer necessary to sustain healthy plant growth in perpetuity.
- g) To replace unhealthy or dead plantings when observed or within 30 days when notified by STATE in writing that plant replacement is required.
- h) To prune shrubs, tree plantings, and trees to control extraneous growth and ensure STATE standard lines of sight to signs and corner sight distances are always maintained for the safety of the public.
- i) To MAINTAIN, repair and operate the irrigation systems in a manner that prevents water from flooding or spraying onto STATE highway, spraying parked and moving automobiles, spraying pedestrians on public sidewalks/bike paths, or leaving surface water that becomes a hazard to vehicular or pedestrian/bicyclist travel.

- j) To control weeds at a level acceptable to STATE. Any weed control performed by chemical weed sprays (herbicides) shall comply with all laws, rules, and regulations established by the California Department of Food and Agriculture.
- k) To expeditiously repair any STATE facility damage ensuing from CITY'S LANDSCAPE presence and activities, including, but not limited to, damage caused by plants and plant roots and to reimburse STATE for its costs to repair STATE facility damage ensuing from CITY'S LANDSCAPE presence and activities should STATE be required to cure a CITY default. To remove LANDSCAPING and appurtenances and restore STATE owned areas to a safe and attractive condition acceptable to STATE in the event this Agreement is terminated as set forth herein.
- m) To Inspect LANDSCAPING on a regular monthly basis to ensure the safe operation and condition of the LANDSCAPING.
- n) To expeditiously MAINTAIN, replace, repair or remove from service any LANDSCAPING system component that has become unsafe or unsightly.
- o) To furnish electricity and MAINTAIN lighting system and controls for all street lighting systems installed by and for CITY.
- p) To allow random inspection of LANDSCAPING by a STATE representative.
- q) To keep the entire landscaped area policed and free of litter and deleterious material.
- r) All work by or on behalf of City will be done at no cost to STATE

NOW, THEREFORE, City and Owner mutually agree as follows:

1. Owner, at Owner's expense, shall be responsible for City's obligation as outlined in the State Agreement attached as Exhibit C for the Landscape Maintenance Area which is located west of and adjacent to Owner's Property.

2. If Owner fails to perform the landscaping maintenance obligations pursuant to the State Agreement, the City shall have the right, but not the obligation, to do so; provided the City first provides thirty (30) days prior written notice to the Owner of its intention to do so and the Owner has not commenced to cure such failure to perform the maintenance obligations during that time, and thereafter, in the City's reasonable judgment, the Owner has failed to pursue completion of such cure within a reasonable time. The City shall be entitled to reimbursement by the Owner in an amount equal to the actual costs incurred by the City in performing the Owner's maintenance obligations, plus 30% to defray the City's estimated oversight costs.

3. This Agreement is made upon the express condition that the City is to be free from all liability and claim for damages by reason of any injury to any person, including Owner, agents, servants, or employees, or to any property of any kind by whomsoever belonging, including the Owner, from any cause or causes whatsoever while in, upon or in any way connected with the work to be done in said Agreement, and Owner hereby covenants and agrees to indemnify and save the City, and its officials and employees, harmless from loss or liability, cost or obligation on account of or arising out of such injuries or damages or losses however occurring. The duty of indemnity of the City and its officials and employees by Owner as in this paragraph provided, and as hereinafter stated, shall specifically include a duty to indemnify the City, its officials and employees when the same are concurrently actively negligent with Owner. Owner's obligation to indemnify as hereinabove provided shall not extend to nor embrace indemnification of the City either from its sole negligence or from its willful misconduct, and in the event any loss and/or liability arises either from the sole negligence of City, its officers, agents and/or employees or from the willful misconduct of City, its officers, agents and/or employees, there shall be no obligation to indemnify under those circumstances.

4. Owner agrees to indemnify and save harmless City, State, its officers, agents and employees from any claims, losses or obligations on account or arising out of the operations of Owner in performing the landscape maintenance work called for by this Agreement which are claimed to cause a nuisance or injury or damage to persons or property owners on nearby land regardless of how such loss or claim might arise and Owner specifically agrees to indemnify and save harmless City, State, its officers, agents and/or employees and officials from all costs and obligations in connection therewith including attorneys' fees on account of or arising out of any such injury or losses however occurring.

5. In connection with the foregoing, Owner agrees with City to take out comprehensive public liability and property damage insurance in the following amounts: comprehensive liability - \$1,000,000 per occurrence; \$2,000,000 in aggregate. Owner shall cause City, State, its officers, agents, and employees to appear as an additional insured under said comprehensive liability policy and shall provide thereunder that City shall be advised of any cancellation of said insurance at least ten (10) days prior to such purported cancellation.

6. Owner's contractual commitment to execute all appropriate documentation in connection with the landscape maintenance and to process the same in accordance with the law applicable thereto at said time shall bind Owner, its successors, grantees and/or assigns, and for this purpose shall constitute a material consideration for this Agreement and shall constitute a covenant running with the lands of Owner and shall be a burden and servitude upon said lands binding upon Owner and/or its grantees, transferees, lessees, successors and/or assigns, and/or any persons acquiring any interest whatsoever in said lands. The parties agree that this Agreement shall be recorded and constitute a notice to the world and to all persons to whom Owner may sell, lease, or otherwise assign this Agreement or to whom Owner may transfer or convey any interest in the lands the subject hereof that said lands are burdened and impressed with said servitude.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

CITY OF YUBA CITY, A MUNICIPAL CORPORATION

BY \_\_\_\_\_  
MAYOR

BY \_\_\_\_\_  
CITY CLERK

LARRY AND DALE GEWEKE FAMILY TRUST

BY \_\_\_\_\_  
Larry W. Geweke – Co-Trustee

BY \_\_\_\_\_  
Dale B. Geweke – Co-Trustee

EXHIBIT A  
LEGAL DESCRIPTION OF OWNER'S PROPERTY

RECORDING REQUESTED BY

North State Title Company

Escrow No. 01200469

Order No. 01200469

Indexed

AND WHEN RECORDED MAIL TO

Name Larry W. Geweke Trustee and Dale B. Geweke Trustee

Address 871 Onstott Rd.  
City, State, & Zip Yuba City, CA 95991



2002-0000991

Recorded  
Official Records  
County Of  
SUTTER  
LONNA B. SMITH  
Recorder

REC FEE 9.00

02:20PM 15-Jan-2002

TG  
Page 1 of 2

SPACE ABOVE THIS LINE FOR RECORDER'S USE

INDIVIDUAL GRANT DEED

A.P.N. 04-160-009, 04-160-008

The undersigned grantor(s) declare(s):

Documentary transfer tax is \$0.00.

- computed on full value of property conveyed, or
- computed on full value less value of liens and encumbrances remaining at time of sale.
- Unincorporated area:  City of Yuba City, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged.

Larry W. Geweke and Dale B. Geweke Trustees of the Larry and Dale Geweke Family Trust dated April 18, 1996

Family Trust U/T/A

hereby GRANT(S) to Larry W. Geweke and Dale B. Geweke Co-Trustees of the Larry and Dale Geweke ~~Trust~~

Dated April 18, 1996

the following described real property in the City of Yuba City, County of Sutter, State of California:  
See Exhibit A attached hereto and made a part hereof.

Dated: December 27, 2001

STATE OF CALIFORNIA  
COUNTY OF Yuba

}  
SS.

*Larry W. Geweke, Trustee*  
Larry W. Geweke, Trustee

*Dale B. Geweke, Trustee*  
Dale B. Geweke, Trustee

On December 28, 2001 before me, the undersigned Notary Public, personally appeared Larry W. Geweke and Dale B. Geweke

personally known to me (or 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

WITNESS my hand and official seal.

Signature  
MAIL TAX

STATEMENTS TO: SAME AS ABOVE

NAME

ADDRESS

CITY, STATE & ZIP



**Exhibit A**

**Parcel I:**

That parcel of land lying within Parcel 3 as shown on Parcel Map No. 643, filed in the office of the County Recorder in Book 3 of Parcel Maps, Page 193 in Sutter County, California and being described as follows:

Beginning at the Northwest corner of said Parcel 3, thence South 1° 06' 57" East, along the West line of said Parcel 3, a distance of 641.50 feet to a point that bears North 1° 06' 57" West 14.20 feet from the Northwest corner of Parcel 2 of said Parcel Map No. 643; thence leaving said West line of Parcel 3, run South 88° 48' 24" East, along a chain link fence, 299.74 feet; thence leaving said chain link fence, run North 0° 09' 24" East, 640.43 feet to a point in the North line of said Parcel 3; thence North 88° 41' 12" West, along said North line of Parcel 3, a distance of 314.00 feet to the point of beginning.

**Parcel II:**

Parcels 1 and 2, as shown on that certain Map entitled, "Parcel Map No. 747", filed in the office of the County Recorder of the County of Sutter, State of California, on March 19, 1986 in Book 4 of Parcel Maps, Page 97.

**Parcel III:**

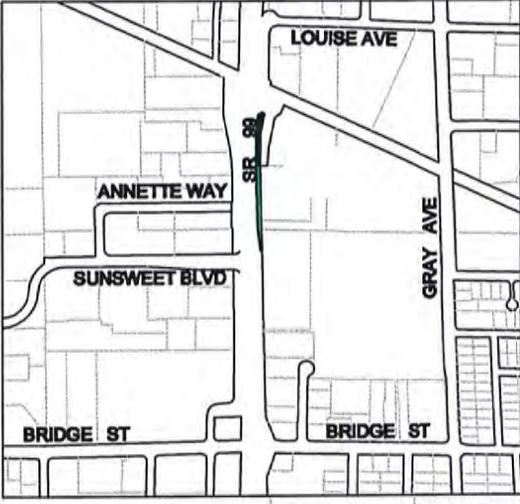
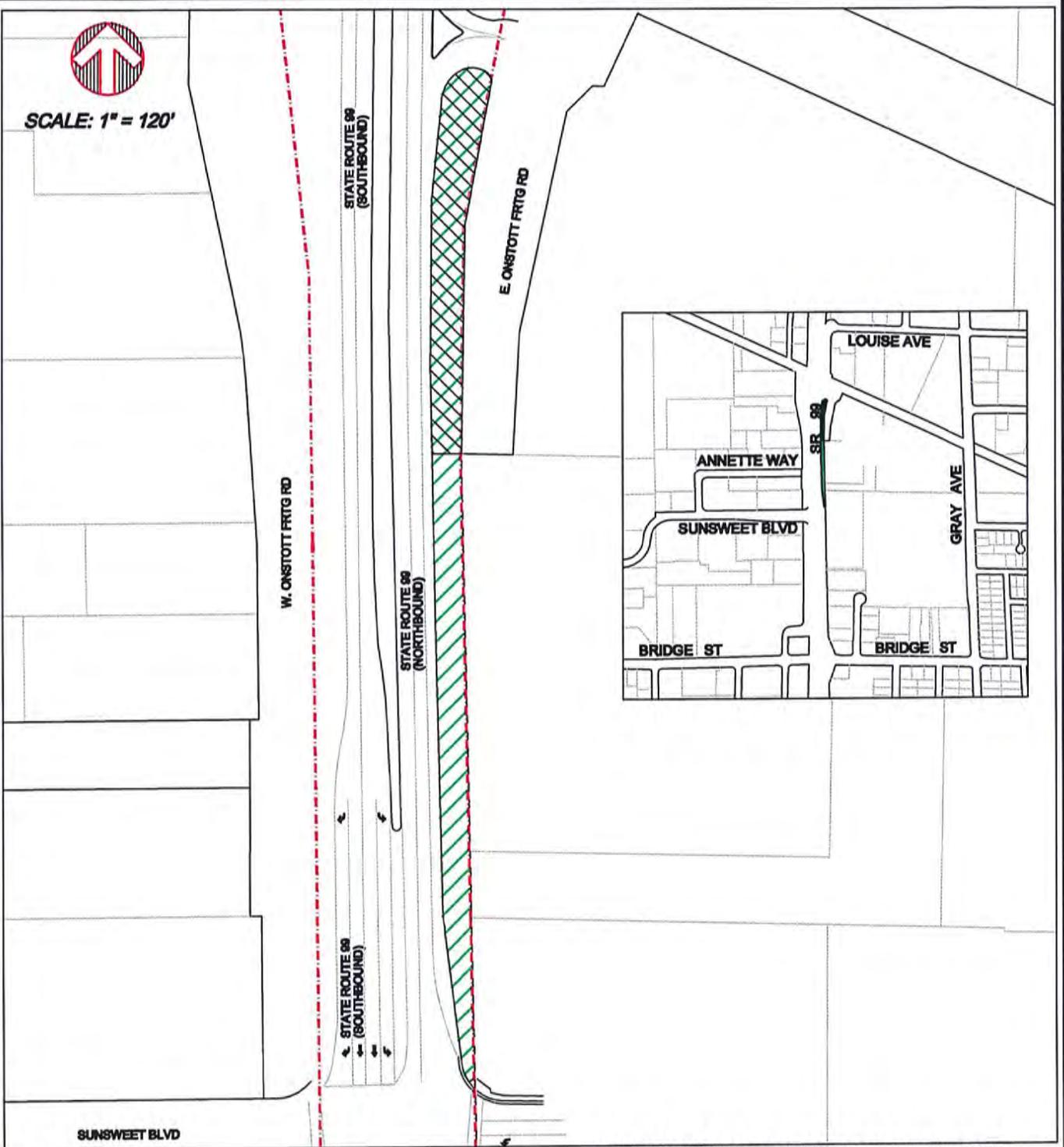
Together with a right of way and easement for public utilities over a strip of land 10 feet in width extending from the Southeast corner of said Parcel 2 above described; lying 10 feet Northerly of lines more particularly described as follows, to wit:

Beginning at the Southeast corner of the Parcel 2 above described, running thence South 88° 30' 44" East, 57.0 feet to a point which bears North 1° 14' 16" East 3.30 feet from the Southwest corner of Lot 14, as shown upon that certain map entitled, "Official Map of the East half of the Whyler Estates," recorded in Book 1, Page 12, of Surveys, Sutter County Records; thence continuing from said Southwest corner of Lot 14, South 88° 30' 44" East 714.12 feet to a point in the Westerly boundary line of Gray Avenue, as it now exists.

EXHIBIT B  
LANDSCAPE MAINTENANCE AREA



SCALE: 1" = 120'



ENCROACHMENT PERMIT NO. 0312-NLF0958  
03-SUT-99-30.13/30.39      UPDATED 10-29-13

**LEGEND:**

-  LANDSCAPING, PLANTING, IRRIGATION SYSTEM TO BE MAINTAINED BY GEWEKE FORD
-  LANDSCAPING, PLANTING, IRRIGATION SYSTEM TO BE MAINTAINED BY BEELER TRACTOR
-  CALTRANS RIGHT-OF-WAY

**CITY of YUBA CITY**  
 LANDSCAPE MAINTENANCE AREA  
 EXHIBIT

EXHIBIT C  
STATE AGREEMENT

**AGREEMENT FOR LANDSCAPE MAINTENANCE  
WITHIN STATE HIGHWAY RIGHT OF WAY  
ON ROUTE 99 WITHIN THE CITY OF YUBA CITY**

THIS AGREEMENT is made and executed effective this 28<sup>TH</sup> day of MAY, 2009, by and between the State of California, acting through its Department of Transportation, hereinafter referred to as "STATE," and the City of Yuba City, hereinafter referred to as "CITY," together referred to as "PARTIES".

WITNESSETH

RECITALS:

1. PARTIES desire to work together to allocate their respective obligations relative to newly constructed or revised improvements within STATE's right of way by Permit Number 0309-NMC0073.
2. This Agreement addresses CITY responsibility for the landscaping, planting, irrigation systems, lighting, hardscaping (cobble and concrete), drainage, and litter and weed removal (collectively the "LANDSCAPING") placed within State Highway right of way on State Route 99, as shown on Exhibit A, attached to and made a part of this Agreement.

**Section I**

In consideration of the mutual covenants and promises herein contained, CITY and STATE agree as follows:

- a) PARTIES have agreed to an allocation of maintenance responsibilities that includes, but is not limited to, inspection, providing emergency repair, replacement, & maintenance, (collectively hereinafter "MAINTAIN/MAINTENANCE") of LANDSCAPING as shown on said Exhibit "A."
- b) When a planned future improvement is constructed and/or a minor revision has been effected with STATE's consent or initiation within the limits of the STATE's right of way herein described which affects PARTIES' Division of Maintenance responsibility as described herein, PARTIES will agree upon and provide a new dated and revised Exhibit "A" which will be made a part hereof by an amendment to this Agreement when executed and will thereafter supersede the attached original Exhibit "A" to thereafter become a part of this Agreement.

**Section II**

CITY agrees, at CITY expense, to do the following:

- a) CITY may install, or contract authorizing a licensed contractor with appropriate class of license in the State of California, to install and thereafter will MAINTAIN (section 27 of the Streets and Highways Code) LANDSCAPING conforming to those plans and specifications (PS&E) pre-approved by STATE.
- b) CITY will submit the final form of the PS&E, prepared, stamped and signed by a licensed landscape architect, for LANDSCAPING to STATE's District Permit Engineer for review and approval and will obtain and have in place a valid necessary encroachment permit prior to the start of any work within STATE'S right of way. All proposed LANDSCAPING must meet STATE's applicable standards.
- c) CITY shall ensure that LANDSCAPED areas designated on Exhibit "A" are provided with adequate scheduled routine MAINTENANCE necessary to MAINTAIN a neat and attractive appearance.
- d) An Encroachment Permit rider may be required for any changes to the scope of work allowed by this Agreement prior to the start of any work within STATE's right of way.
- e) CITY contractors will be required to obtain an Encroachment Permit prior to the start of any work within STATE's right of way.
- f) To furnish electricity for irrigation system controls, water, and fertilizer necessary to sustain healthy plant growth in perpetuity.
- g) To replace unhealthy or dead plantings when observed or within 30 days when notified by STATE in writing that plant replacement is required.
- h) To prune shrubs, tree plantings, and trees to control extraneous growth and ensure STATE standard lines of sight to signs and corner sight distances are always maintained for the safety of the public.
- i) To MAINTAIN, repair and operate the irrigation systems in a manner that prevents water from flooding or spraying onto STATE highway, spraying parked and moving automobiles, spraying pedestrians on public sidewalks/bike paths, or leaving surface water that becomes a hazard to vehicular or pedestrian/bicyclist travel.
- j) To control weeds at a level acceptable to STATE. Any weed control performed by chemical weed sprays (herbicides) shall comply with all laws, rules, and regulations established by the California Department of Food and Agriculture.
- k) To expeditiously repair any STATE facility damage ensuing from CITY'S LANDSCAPE presence and activities, including, but not limited to, damage

caused by plants and plant roots and to reimburse STATE for its costs to repair STATE facility damage ensuing from CITY'S LANDSCAPE presence and activities should STATE be required to cure a CITY default.

- l) To remove LANDSCAPING and appurtenances and restore STATE owned areas to a safe and attractive condition acceptable to STATE in the event this Agreement is terminated as set forth herein.
- m) To Inspect LANDSCAPING on a regular monthly basis to ensure the safe operation and condition of the LANDSCAPING.
- n) To expeditiously MAINTAIN, replace, repair or remove from service any LANDSCAPING system component that has become unsafe or unsightly.
- o) To furnish electricity and MAINTAIN lighting system and controls for all street lighting systems installed by and for CITY.
- p) To allow random inspection of LANDSCAPING by a STATE representative.
- q) To keep the entire landscaped area policed and free of litter and deleterious material.
- r) All work by or on behalf of City will be done at no cost to STATE

### **Section III**

STATE agrees to do the following:

- a) Provide CITY with timely written notice of unsatisfactory conditions that require correction by CITY.
- b) Issue encroachment permits to CITY and CITY contractors at no cost to them.

### **Section IV**

**Legal Relations and Responsibilities:**

- a) Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement, or affect the legal liability of either PARTY to this Agreement by imposing any standard of care respecting the design, construction and MAINTENANCE of these STATE

highway improvements or CITY facilities different from the standard of care imposed by law.

- b) If during the term of this Agreement, CITY should cease to MAINTAIN the LANDSCAPING to the satisfaction of STATE as provided by this Agreement, STATE may either undertake to perform that MAINTENANCE on behalf of CITY at CITY's expense or direct CITY to remove or itself remove LANDSCAPING at CITY's sole expense and restore STATE's right of way to its prior or a safe operable condition. CITY hereby agrees to pay said STATE expenses within thirty (30) days of receipt of billing by STATE. However, prior to STATE performing any MAINTENANCE or removing LANDSCAPING, STATE will provide written notice to CITY to cure the default and CITY will have thirty (30) days within which to effect that cure.
- c) Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction arising under this Agreement. It is understood and agreed that STATE shall fully defend, indemnify and save harmless CITY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement with the exception of those actions of STATE necessary to cure a noticed default on the part of CITY.
- d) Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction arising under this Agreement. It is understood and agreed that CITY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY under this Agreement.
- e) Insurance  
CITY and their contractors shall maintain in force, during the term of this Agreement, a policy of general liability insurance, including coverage of bodily injury liability and property damage liability, naming the State of California, its officers, agents and employees as the additional insured in an amount of \$1 million per person and \$2 million in aggregate. Coverage shall be evidenced by a certificate of Insurance in a form satisfactory to Department that shall be delivered to Department with a signed copy of this Agreement.
- f) Prevailing Wage Requirements  
Workers employed in the performance of work contracted for by CITY, and /or performed under encroachment permit, are covered by the prevailing wage

provisions of the Labor Code in the same manner as are workers employed by STATE's contractors.

CITY shall require its contractors to include prevailing wage requirements in all subcontracts entered into to perform the work mentioned in this Agreement. All of CITY's contracts with their contractors shall include a requirement that contractors and their subcontracts shall include prevailing wage requirements identical to those set forth in this Agreement.

g) Termination

This Agreement may be terminated by timely mutual written consent by PARTIES, and CITY's failure to comply with the provisions of this Agreement may be grounds for a Notice of Termination by STATE.

h) Term of Agreement

This Agreement shall become effective on the date first shown on its face sheet and shall remain in full force and effect until amended or terminated at any time upon mutual consent of the parties or until terminated by STATE for cause.

**PARTIES are empowered by Street and Highways Code section 114 & 130 to enter into this Agreement and have delegated to the undersigned the authority to execute this Agreement on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this Agreement.**

IN WITNESS WHEREOF, PARTIES hereto have set their hands and seals the day and year first above written.

**STATE OF CALIFORNIA  
Department Of Transportation**

**CITY OF YUBA CITY**

WILL KEMPTON  
Director of Transportation

By: K Admin S. Hill  
CITY Executive

By: Jody Jones  
JODY JONES, District Director

Attest: [Signature]  
CITY Clerk



Approved as to form and procedure:

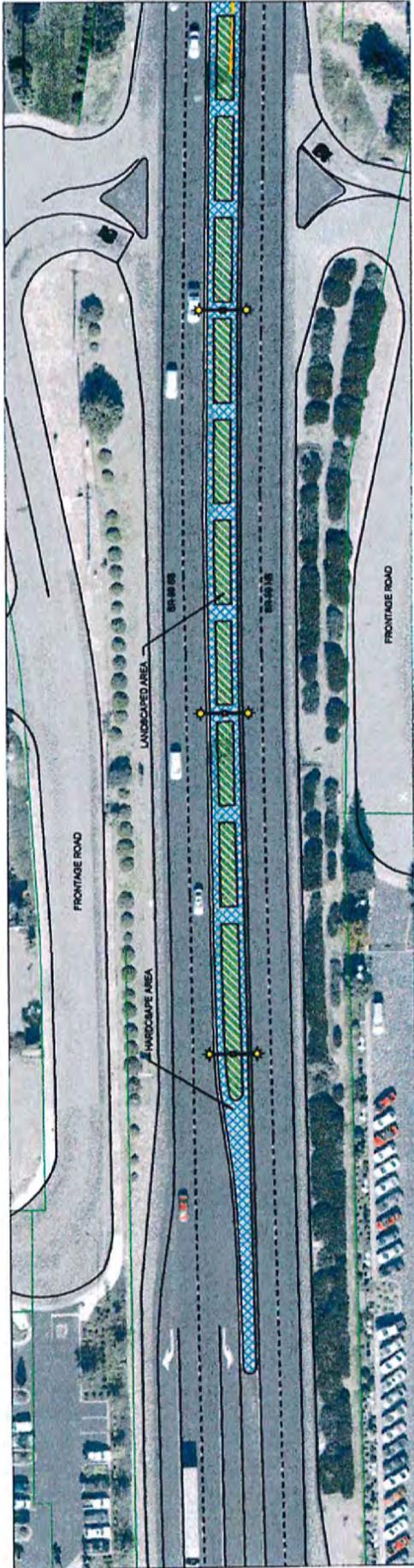
- \* Approved as to form:
- \* Approved as to form and procedure:

\_\_\_\_\_  
Attorney  
Department of Transportation

[Signature]  
Attorney (or Counsel)

\*\*Approval by STATE'S Attorney is not required unless changes are made to this form, in which case, the draft will be submitted to Headquarters for review and approval by STATE's Attorney as to form and procedures.

MATCHLINE, SEE BELOW



MATCHLINE, SEE ABOVE

**CITY of YUBA CITY**  
**SR-99 MEDIAN IMPROVEMENTS**  
**EXHIBIT A**

DESIGNED BY	DATE	PROJECT NO.
DATE OF PLAN	SCALE	SHEET
DATE OF LAST	SCALE	SHEET

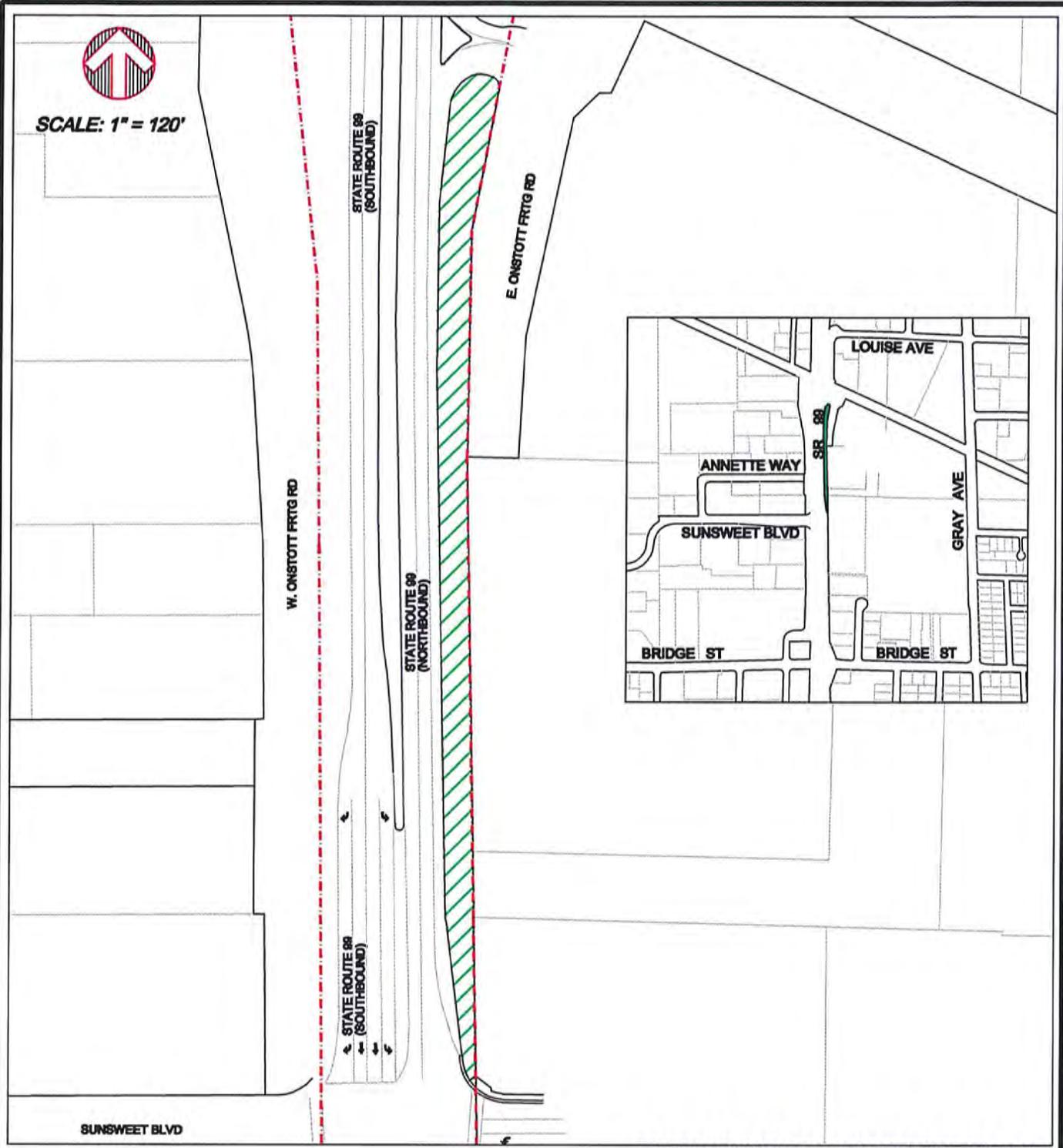


- LEGEND**
-  LANDSCAPING, PLANTING, IRRIGATION SYSTEMS TO BE MAINTAINED BY THE CITY AT THE CITY'S EXPENSE
  -  STORM DRAIN FACILITIES TO BE MAINTAINED BY THE CITY AT THE CITY'S EXPENSE
  -  LIGHTING TO BE MAINTAINED BY THE CITY AT THE CITY'S EXPENSE
  -  HARDSCAPING (COBBLE & CONCRETE) TO BE MAINTAINED BY THE CITY AT THE CITY'S EXPENSE

03-SUT-99-30.26/30.55



SCALE: 1" = 120'



ENCROACHMENT PERMIT NO. 0312-NLF0958  
 03-SUT-99-30.13/30.39  
 UPDATED 10-29-13

**LEGEND:**



LANDSCAPING, PLANTING, IRRIGATION SYSTEM TO BE MAINTAINED BY CITY AT CITY'S EXPENSE



CALTRANS RIGHT-OF-WAY

**CITY of YUBA CITY**  
 STATE ROUTE 99 & SUNSWEET BLVD  
 CALTRANS LANDSCAPE MAINTENANCE AGREEMENT  
 EXHIBIT "A"

CITY OF YUBA CITY  
STAFF REPORT

**Date:** April 19, 2016

**To:** Honorable Mayor & Members of the City Council

**From:** Community Services Department

**Presentation By:** Brad McIntire, Community Services Director

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**Summary**

**Subject:** Professional Services Agreement with Applied Landscape Materials for the purchase and application of mulch

**Recommendation:** Award a Professional Services Agreement to Applied Landscape Materials of Rocklin, California, for mulching services in the amount of \$155,879, with the finding that it is in the best interest of the City to do so

**Fiscal Impact:** \$89,640 - Landscape Maintenance District Budgets  
\$66,239 - Park Maintenance Account No. 5115-62701

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**Purpose:**

To apply mulch in Yuba City landscape maintenance districts, parks and City-owned facilities as a water conservation measure.

**Background:**

Mulch replacement in landscape maintenance districts, parks and facilities is a water conservation priority. It has been approximately six years since mulch has been replenished.

In an effort to protect trees and plants and conserve water, staff contacted five vendors requesting quotes to apply mulch various City-owned properties. Three local vendors responded with quotes ranging from \$50 to \$70 per square yard. Applied Landscape Materials, of Rocklin, California, responded with a quote of \$36 per square yard.

In September 2015, the City of Yuba City entered into a Professional Services Agreement with Applied Landscape Materials, of Rocklin, California, to apply pre-emergent and mulch to various Yuba City properties. Areas serviced include Gauche Aquatic Park, Happy Park, Shanghai Bend Park, Regency Park, Senior Center, City Hall, Police Department and Plumas Street Median. These areas have served as test-cases for staff to determine the integrity of the mulch prior to recommending application at the remaining Yuba City properties.

**Analysis:**

Mulch acts as a ground cover and provides a layer of protection over soil which minimizes evaporation and conserves soil moisture. Therefore, mulch contributes to water conservation efforts and the preservation of trees and plants in all locations originally applied; however, it naturally degrades over time. Generally speaking, mulch needs to be replenished every 3 -4 years.

Applied Landscape Materials uses state-of-the-art blower trucks which allow them to apply mulch in a timely, efficient and cost-effective manner. Due to economy of scale and technology, Applied

Landscape Materials can apply up to 60 cubic yards of mulch per hour (which is comparable to about 270 contractor size wheelbarrows). Staff has determined that the mulch product installed by Applied Landscape Materials is durable and weighty, which prevents it from being blown away or destroyed during routine maintenance. Additionally, the mulch has an attractive appearance which contributes to the city's beautification efforts.

In an effort to conserve water and reduce a high degree of stress for planting material and trees, staff recommends the remaining City landscape maintenance districts, parks and facilities be mulched by Applied Landscape Materials, as it is in the best interest of the City to do so.

**Fiscal Impact:**

At total of \$155,879.

\$89,640 - Landscape Maintenance District Budgets

\$66,239 - Park Maintenance Account No. 5115-62701

**Alternatives:**

Do not award a Professional Services Agreement.

**Recommendation:**

Award a Professional Services Agreement to Applied Landscape Materials of Rocklin, California, for mulching services in the amount of \$155,879, with the finding that it is in the best interest of the City to do so.

**Attachment:**

Photos of new mulch

**Prepared By:**

*/s/ Brad McIntire*  
Brad McIntire  
Community Services Director

**Submitted By:**

*/s/ Steven C. Kroeger*  
Steven C. Kroeger  
City Manager

**Reviewed By:**

Finance

RB

City Attorney

TH by email





**STANDARD AGREEMENT**

THIS AGREEMENT, made and entered into this 8 day of APR 2016 in the State of California, County of Sutter, City of Yuba City, by and between the City of Yuba City, hereafter referred to as the City, and Applied Landscape Materials, Inc., hereafter referred to as the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements and stipulations of the City hereinafter expressed, does hereby agree to furnish to the City services and materials, as follows:

Furnish and install natural wood dyed dark brown mulch/bark with a particle size of 3/8" - 2" to a depth of 3-4 inches to include a Turf & Ornamental Herbicide such as Dimension or equivalent to various locations within the City of Yuba City (Landscape Maintenance Districts) as per Exhibit A and the specifications outlined in the Request for Quotation.

Installed Price: \$36.00 per cubic yard. Total cost of work not-to-exceed \$155,879.00.

\*Prioritization of locations and schedule for installation will be directed by the Community Services Director.

The provisions on the reverse side hereof constitute a part of this agreement.

---

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

**CITY OF YUBA CITY, A  
MUNICIPAL CORPORATION**

**CONTRACTOR**

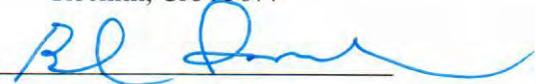
By: \_\_\_\_\_

Name: Brendan Immers

Title: \_\_\_\_\_

Address: 6410 Saddlebrook Way

Rocklin, CA 95677

By: 

Title: President

License No. ~~100011263~~ 906546

## TERMS AND CONDITIONS

1. The contractor detailed on the front side of this order will hereinafter be referred to as Contractor. The City of Yuba City will hereinafter be referred to as The City.
2. The contractor shall indemnify, defend and save harmless the City, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialpeople, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.
3. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the City.
4. The City may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the City may proceed with the work in any manner deemed proper by the City. The cost to the City shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.
5. Without the written consent of the City, this agreement is not assignable by Contractor either in whole or in part.
6. Time is of the essence in this agreement.
7. No alteration or variation of the terms or specification of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
8. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.
9. All equipment, supplies and services sold to the City shall conform to the general safety orders of the State of California.
10. The City reserves the right to withhold payment until orders completed and/or accepted by the City.
11. Sections 1771 through 1775 of the Labor Code are hereby made part of this agreement as if written in its entirety herein.
12. The Contractor and any subcontractor must be registered with the State of California Department of Industrial Relations in accordance with SB 854 and shall remain in good standing throughout the duration of the agreement. No contractor or subcontractor may be listed on a bid proposal or awarded a contract for any public works project unless registered with the Department of Industrial Relations, pursuant to Labor Code Section 1725.5. The City reserves the right to terminate this agreement or to replace the unregistered contractor for failure to maintain registered status. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Please provide registration number to ensure compliance 100001263.

## INSURANCE REQUIREMENTS FOR MOST CONTRACTS

### (Not for Professional Services or Construction Contracts)

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors. Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees.

### MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Covering any auto, or if Contractor has no owned autos, hired, and non-owned autos, with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. If Contractor has no employees for the purposes of this Agreement, Contractor shall sign the "Certificate of Exemption from Workers' Compensation Insurance" which is attached hereto as Exhibit C.
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.  
*(If applicable – see footnote next page)*

If the contractor maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the contractor.

### Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

#### *Additional Insured Status*

The Entity, its officers, officials, employees, and volunteers are to be covered as insured on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the

Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

***Primary Coverage***

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

***Notice of Cancellation***

Each insurance policy required above shall provide that coverage shall not be canceled, except after thirty (30) days' prior written notice (10 days for non-payment) has been given to the Entity.

***Waiver of Subrogation***

Contractor hereby grants to Entity a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Entity by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

***Deductibles and Self-Insured Retentions***

Any deductibles or self-insured retentions must be declared to and approved by the Entity. The Entity may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

***Acceptability of Insurers***

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the Entity.

***Verification of Coverage***

Contractor shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

***Special Risks or Circumstances***

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

***Note:** Professional liability insurance coverage is normally required if the Contractor is providing a professional service regulated by the state. (Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc.). However, other professional Contractors, such as computer or software designers, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk management or insurance advisor.*

**Exhibit C**  
**Certificate of Exemption From**  
**Workers' Compensation Insurance**

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

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2016, at Yuba City, California.

By: \_\_\_\_\_  
          Not Applicable

Title: \_\_\_\_\_

**Applied Landscape Materials, Inc.**



CITY OF YUBA CITY  
STAFF REPORT

**Date:** April 19, 2016

**To:** Honorable Mayor & Members of the City Council

**From:** Department of Public Works

**Presented by:** Benjamin Moody, Deputy Public Works Director – Engineering

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**Summary**

**Subject:** Franklin Road Pedestrian Improvements (Plans & Specifications)

**Recommendation:** Adopt a Resolution approving the plans and specifications for the Franklin Road Pedestrian Improvements Project and authorizing advertisement for bids on the project

**Fiscal Impact:** Engineer's Estimate \$419,000 – Account No. 1199 (Franklin Road Pedestrian Improvements)

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**Purpose:**

Approve the plans and specification, and authorize staff to solicit bids for pedestrian and bicycle safety improvements on Franklin Road between South Walton Avenue and Harding Road.

**Background:**

The City has been allocated \$368,000 in State funding through the Active Transportation Program (ATP) for the installation of a new high-visibility crosswalk system on Franklin Road at Nantucket Way, construction of new bike lanes, curb, gutter, and sidewalk on the north side of Franklin Road, and upgrades to 18 pedestrian curb ramps to current Americans with Disability Act (ADA) standards. The project's intention is to provide a safer path of travel for pedestrians, particularly school children traveling to nearby Andros Karperos School. ATP funds do not have a local match requirement. However, any project costs in excess of the allocated amount must be covered by local funds.

Public Works Department staff has completed the design of the pedestrian improvement project. The new high-visibility crosswalk system will feature rapid flashing beacons and advanced warning signs similar to the recent installation on Plumas Boulevard near Town Square and will include a refuge island in Franklin Road.

**Analysis:**

Public Works has prepared the plans, specifications, and estimate for the Franklin Road Pedestrian Improvement Project. With Council approval of the plans and specifications and authorization to bid, staff anticipates the following schedule to complete the project:

Advertise for bid:	May-June 2016
Award Contract:	July 2016
Start of construction:	August 2016
Completion:	October 2016

The plans and specifications for the project are on file in the Public Works office for review.

Construction management and inspection will be administered by the City's Public Works Department.

**Fiscal Impact:**

The estimated total cost for the project is \$419,000, which would be funded as follows through CIP Account No. 1199 (Franklin Road Pedestrian Improvements):

State ATP funds:	\$368,000
Local agency funds (TDA):	\$51,000

The current balance in Account No. 1199 is approximately \$370,000. At the time of award, Staff will request authorization for the Finance Director to make any necessary budget transfers as required for the local agency portion of the project using the actual bid amount.

**Alternatives:**

Delay or modify recommended action.

**Recommendation:**

Adopt a Resolution approving the plans and specifications for the Franklin Road Pedestrian Improvement Project and authorizing advertisement for bids on the project.

Prepared by:

Submitted by:

*/s/ Kevin Bradford*  
Kevin Bradford  
Senior Engineer

*/s/ Steven C. Kroeger*  
Steven Kroeger  
City Manager

Reviewed by:

Department Head

DL

Finance

RB

City Attorney

TH via email

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY  
APPROVING THE PLANS AND SPECIFICATIONS FOR THE  
FRANKLIN ROAD PEDESTRIAN IMPROVEMENTS PROJECT AND  
AUTHORIZING ADVERTISEMENT FOR BIDS ON THE PROJECT**

BE IT RESOLVED AND ORDERED by the City Council of the City of Yuba City that the plans and specifications for the Franklin Road Pedestrian Improvement Project be approved.

BE IT FURTHER RESOLVED AND ORDERED by the City Council of the City of Yuba City that the Department of Public Works is hereby authorized and directed to advertise for bids for the Franklin Road Pedestrian Improvement Project.

The foregoing resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 19<sup>th</sup> day of April 2016.

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
John Buckland, Mayor

ATTEST:

\_\_\_\_\_  
Terrel Locke, City Clerk

CITY OF YUBA CITY  
STAFF REPORT

**Date:** April 19, 2016  
**To:** Honorable Mayor & Members of the City Council  
**From:** Administration  
**Presentation by:** Darin Gale, Economic Growth & Public Affairs Manager

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**Summary**

**Subject:** Request the Sutter County Local Agency Formation Commission (Sutter LAFCo) to begin proceedings for the proposed annexation of the unincorporated portion of south Yuba City into the City

**Recommendation:** Adopt a Resolution of Application requesting Sutter LAFCo to initiate proceedings for the reorganization of territory that will annex the subject properties into the City

**Fiscal Impact:** \$200,000 net cost to the City annually. If the annexation is successful, the cost of providing City services (police, fire, road maintenance, etc.) to the newly annexed properties will be paid by the portion of the existing taxes (property tax, sales tax, etc.) and assessments that presently go to Sutter County for which the percentages are already determined by the tax exchange agreement, which was adopted by both entities several years ago. **The annexation will not increase taxes or assessments to the property owners within the annexation area**

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**Purpose:**

This Resolution is necessary in order to request Sutter LAFCo start the process of annexing the south Yuba City unincorporated area.

**Background:**

The south Yuba City unincorporated area includes about 1,382 developed and undeveloped parcels covering approximately 625 acres. A primary reason for this south Yuba City annexation is that the City nearly surrounds this area and to continue this mixing of local government responsibilities is inefficient government. As the area being annexed is nearly a County island, both Yuba City and Sutter County provide services in this vicinity that are almost overlapping. Secondly, the Walton Avenue area, which is adjacent to this area to the west and is within the City, still receives law enforcement from the Sheriff's Office. This is due to provisions within the tax exchange agreement between the City and County. Many of the citizens within the Walton area have requested City Police service. Per the tax exchange agreement this transition will occur when this area is annexed into the City.

Previously the City Council adopted updated pre-annexation zoning for this same area, which was a needed component to start the annexation process. This resolution, when submitted to Sutter LAFCo, along with the "Plan for Services" will begin the annexation process.

**Analysis:**

It has been a long-term vision of the City to complete this annexation in order to make more sense over the chaotic City/County boundaries that now exist. As previously discussed, this annexation will lead to more efficient provision of local services to the public.

Over the years there have been several annexations in the vicinity that reduced the size of the south Yuba City unincorporated area; this proposal will complete the process, providing logical local government service boundaries in this area.

**Fiscal Impact:**

\$200,000 net cost to the City annually. If the annexation is successful the cost of providing City services (police, fire, road maintenance, etc.) to the newly annexed properties will be paid by the portion of the existing taxes (property tax, sales tax, etc.) and assessments that presently go to Sutter County for which the percentages are already determined by the tax exchange agreement, which was adopted by both entities several years ago.

**The annexation will not increase taxes or assessments to the property owners within the annexation area.**

**Alternatives:**

1. Direct staff to obtain proposals from other Planners
2. Approve the Professional Services Contract for a smaller amount

**Recommendation:**

Adopt a Resolution of Application requesting Sutter LAFCo to initiate proceedings for the reorganization of territory that will annex the subject properties into the City.

**Attachments**

- A. Resolution of Application
- B. Plan for Services
- C. Map of Area
- D. County Zoning of Area
- E. Pre-annexation Zoning of Area

Prepared by:

*/s/ Darin Gale*

Darin Gale  
Economic Growth & Public Affairs Manager

Submitted by:

*/s/ Steven C. Kroeger*

Steven C. Kroeger  
City Manager

Reviewed by:

Finance

City Attorney

RB

TH via email

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF APPLICATION BY THE CITY COUNCIL OF THE CITY OF YUBA CITY REQUESTING THE SUTTER LOCAL AGENCY FORMATION COMMISSION (LAFCo) TO INITIATE PROCEEDINGS FOR THE REORGANIZATION OF TERRITORY**

WHEREAS, the City of Yuba City (City) desires to initiate proceedings pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act commencing with Section 56000 of the California Government Code, for the South Yuba City reorganization as indicated on Attachment A (Vicinity Map), which will annex territory into the City and detach territory from County Service Area G;

WHEREAS, the primary reason for the annexation is to improve the efficiency of local government services to the area. The proposed annexation area is nearly surrounded by the City, causing inefficient and sometimes confusing provision of services between the County and City. The area is nearly an unincorporated island and currently Sutter County and City provide adjoining services for law enforcement, road maintenance, City Planning, Building, and overall administrative services;

WHEREAS, annexation will allow, but not require, those that desire to extend City water or sewer to their property;

WHEREAS, annexation will allow, over the long term, planning for a public park(s) in an area that has been developed without the benefit of any public parks;

WHEREAS, the following agencies would be affected by the proposed jurisdictional changes:

<u>Agency</u>	<u>Nature of Change</u>
County Service Area G	detachment
City of Yuba City	annexation

WHEREAS, this proposal is consistent with the LAFCo adopted Sphere of Influence for the City;

WHEREAS, the subject area was identified in both the City's General Plan and the Sutter County General Plan as being within the City's Sphere of Influence;

WHEREAS, the City currently provides water and wastewater to portions of the area to be annexed and the City has master plans that provide water, wastewater and drainage for the entire annexation area;

WHEREAS, pursuant to the California Environmental Quality Act the City has previously adopted an Environmental Impact Report (EIR) for the General Plan Update and adopted a negative declaration for the pre-annexation zoning which determined that the pre-annexation zoning would not create any adverse environmental impacts not previously discussed in the General Plan EIR. The negative declaration also addresses the environmental impacts associated with the annexation of the area into the City, determining that it would also not create any significant environmental impacts; and

WHEREAS, pursuant to the provisions of Article 72, Chapter 8, of the City of Yuba City Municipal Code, the Planning Commission held a public hearing on the 23rd day of March, 2016, to consider related Rezone Application No. R-16-01 and Environmental Assessment No. EA-16-01, during which the Commission considered the environmental assessment and recommended to the Council of the City of Yuba City approval of the rezone application.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Yuba City, based upon the testimony and information presented at the hearing and upon review and consideration of the environmental documentation provided, adopts this Resolution of Application by the City for the proposed annexation; and the Sutter Local Agency Formation Commission is hereby requested to begin proceedings for the annexation of territory as authorized and in the manner provided by the Corteze-Knox-Hertzberg Local Government Act.

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 April 19, 2016 by the following vote:

AYES:

NOES:

ABSENT:

---

John Buckland  
Mayor

ATTEST:

---

Terrel Locke  
City Clerk

## **Attachment B: Plan for Services**



CITY OF YUBA CITY  
Development Services Dept.

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### **PLAN FOR SERVICES**

### **SOUTH YUBA CITY ANNEXATION** (Annexation 331 & Rezone 16-01)

**MARCH, 2016**

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## BACKGROUND

In order to provide more efficient government services Yuba City (City) is proposing to annex a remaining unincorporated area located in south Yuba City along both sides of State Route 99 north of Bogue Road. Yuba City is a full service city that is willing and able to serve the proposed annexation area. The City presently provides these services on three sides of the proposed annexation area, except the south side, which receives City Fire Services.

Government Code Section 56653 (Cortese-Knox-Herzberg Government Reorganization Act) requires that prior to a local agency submitting an application to LAFCo for a change of organization (annexation into the City) the local agency must submit a plan for providing services within the affected territory.

Much of the proposed annexation area, which is nearly an unincorporated island, has been developed, primarily with residences. There are also some commercial and light industrial type uses interspersed through the area, primarily along State Route 99. About one-third of the area remains undeveloped or underdeveloped. The annexation proposal encompasses about 625 acres, consisting of approximately 1,382 parcels (includes both developed and undeveloped).

## PLANS FOR SERVICES

### *Water*

The proposed annexation area is currently served the Yuba City surface water system.

The remaining residences and businesses rely on individual on-site wells. Upon annexation, those utilizing private wells may continue to use their well until such a time as the Sutter County Environmental Health Department requires them to connect to the City water system, or they otherwise choose to connect to City water. Otherwise the City permits the ongoing use of private wells. Private well users may voluntarily convert to the City surface water system if they the pay the applicable connection fee and, if a water pipeline is not already located in their street, pay for the cost of the water pipeline extension. This service is not available to non-City residents.

The City water treatment plant has capacity to serve the users of individual wells, should residents choose to convert to City water. Planning for water supply improvements for the City and its Sphere of Influence is addressed in the 2006 update to the City Water Supply Master Plan, which was developed to keep pace with water infrastructure needs through build-out of the City's General Plan area.

The primary water supply for the City is from the Feather River. The Water Treatment Plant (WTP) uses two types of treatment systems, conventional and membrane treatment. The permitted capacity of the conventional WTP is 24 million gallons per day (mgd). The membrane treatment system has a permitted capacity of 12 mgd. Water produced from the conventional and the membrane treatment plants are blended for

chlorine disinfection. Operating the conventional and membrane treatment provides a total WTP capacity of 36 mgd. The City's current permitted capacity is 42 mgd. The current average summer demand is 23 mgd. The City has an on-site water well at the water plant that supplements the surface water on an as needed basis.

### *Wastewater Collection and Treatment*

The great majority of the residences and several of the businesses are on individual septic systems; annexation will not change that. With or without annexation, the only way these properties will be required to connect to the City sanitary sewer system is if the Sutter County Environmental Health Department requires they connect due to poor septic system conditions. Otherwise the City has no requirement for existing development to connect to its sanitary sewer system. What annexation will change is that the City offers this service to all City residents if they choose to connect. If they choose to do so, they must pay the applicable connection fees and, if the sewer line is not already in their street, the sewer pipeline extension costs. This option is not available to non-City residents.

There are 37 single-family residences and several businesses that are currently connected to the City's sanitary sewage system. These residences and businesses are located in the north end of the proposed annexation area and along Century Drive.

The Yuba City Wastewater Treatment Facility (WWTF) has capacity available if any newly annexed residences choose to connect to the system. The WWTF current permitted capacity is 10.5 mgd (annual average dry weather flow). The existing average influent flow to the WWTF is approximately 6.5 mgd. The remaining treatment capacity at the WWTF can be used to handle additional flow from future developments.

The City's Wastewater System Master Plan has been adopted by the City Council to provide the means to provide wastewater collection and treatment for the full build-out of the City's General Plan area.

### *Storm Water Drainage*

The annexation area, as well as the surrounding areas, drain into the Gilsizer Slough, operated by the Gilsizer Drainage District. Annexation will not change this. There are some areas within the annexation area that have storm water collection systems that drain into the Gilsizer Slough for which the City will assume responsibility upon annexation.

New development will construct, and the City will maintain, storm water collection and detention systems that will flow into the Gilsizer Slough.

### *Streets*

Upon annexation the Yuba City Public Works Department will assume responsibility for the maintenance of the street system. The City currently maintains approximately 234

centerline miles of streets. The streets within the annexation area will be added to that inventory. To cover much of the cost, as part of the 2000 Tax Exchange Agreement between the City and Sutter County, the City will begin receiving the one percent road tax that Sutter County now receives.

### **Street sweeping**

Upon annexation, the residents with curbs and gutters will begin to receive street sweeping service, which they presently do not receive.

### **Street Lighting**

Street lighting, where it presently exists within the proposed annexation area, is currently paid for through a special district or a lighting and landscape district. That will not change upon annexation.

### **Curbs, gutters and sidewalks**

Some of the streets within the proposed annexation area do not currently have curbs, gutters and sidewalks. For the areas without those amenities annexation will not change that unless the property owners petition the City for those amenities and establish a method of financing. Yuba City does not require the residents of the newly annexed areas to construct curbs, gutters or sidewalks if they do not already have them. Occasional state or federal grants may enable some of those improvements. New construction will be required to provide curbs, gutters and sidewalks or ensure future payment for their installation should the City determine that it would be premature for the area.

### *Parks and Recreation*

The Parks and Recreation Department allows its parks to be utilized by all citizens, whether or not they are City residents. Annexation will not change that. Currently there are no City or County parks within the proposed annexation area, although an estimated several thousand people reside in the subject area. Given the lack of park space, residents must travel to a park outside of the annexation area. The nearest parks are Happy Park, Shanghai Bend, Blackburn-Talley, and Hillcrest Park. As there is presently undeveloped land within the annexation area, and because it is City policy to provide park facilities near all residents, the City anticipates providing new parks as funding becomes available within the undeveloped areas.

The City's recreation program is presently offered to all. However, non-city residents pay a higher fee to participate in the recreation program. Upon annexation, the residents in this area will no longer pay the additional fee.

### *Landscape strips (landscaping between the curb and sidewalk)*

There is presently one landscape strip along Railroad Avenue in the Southland Village area for which the County does not maintain. Upon annexation, the City will not take on maintenance of the landscape strip unless the residents of the subdivision request

that the City establish a landscape maintenance district to fund the regular maintenance of all of the landscaping in the strip.

## **Police**

Upon annexation law enforcement will transfer from the Sutter County Sheriff's Department and the California Highway Patrol (for traffic control) to the Yuba City Police Department. The tax exchange agreement approved in 2000 between Sutter County and the City provides for a logical and smooth transition of services from the Sutter County Sheriff's Department to the City Police Department. It should be noted that the tax exchange agreement covered a much larger area than the subject area, and also included the Walton Avenue area, west of the proposed annexation. While the Walton Avenue area is currently within the City Limits, the tax exchange agreement stipulates that the Sheriff's Department would continue to provide service to the area until 82 percent of the residences within the Sheriff's responsibility area are annexed into the City. With the completion of this South Yuba City annexation the criteria will be met. Upon approval of the annexation, the Yuba City Police Department will begin the transition process by adding a new beat to respond to additional responsibilities. This transition will be determined by the Chief of Police and Sheriff and will not exceed 12 months from the approval of the annexation.

Upon completion of the annexation, the businesses and residences with burglar alarm systems will be required to pay for an alarm permit, which equates to \$43.50 for a three year permit. The first three year alarm permit will be provided at no cost if the business or resident(s) applies within the first year of the annexation. The Police Department will notify and educate the public over the first year to encourage compliance.

## **Fire Protection**

The area is presently served by the Yuba City Fire Department under contract to Sutter County. Funding from the County is provided by Service Area G, which is the mechanism used by Sutter County to pay for the fire service in the unincorporated areas around Yuba City. Upon annexation into the City, the area will be detached from County Service Area G, and that funding will be transferred directly to the City to maintain the ongoing City Fire Department services. The end result is that beyond these technical changes, the existing City fire protection service to this area will not change.

## **Planning and Building**

Upon annexation the Yuba City Development Services Department will assume responsibility for land use planning and building code enforcement. The City's General Plan and preannexation zoning cover the entire annexation area. New development will be required to conform to City land use, development, and design standards. All building construction will be subject to City adopted building codes and standards. City and County adopted building codes are very similar.

## **Ambulance**

Bi-County Ambulance Service provides ambulance services to both unincorporated and incorporated areas, so annexation will not affect that service.

## **Utilities**

Utilities include gas and electric service provided by Pacific Gas & Electric. Phone, internet and cable service is provided by various private companies. Annexation into the City will not change this. The City requires that new utilities be undergrounded.

## **Public Transit**

Yuba-Sutter Transit is the public transit operator for Yuba City and Sutter County, as well as Yuba County, providing transit options for residents and visitors. Yuba-Sutter Transit currently operates three fixed routes within the City. Two of those routes are nearby; the Yuba City Loop near the annexation area and the Southwest Route operating primarily around the perimeter and within the annexation area. Annexation will have no affect on bus service.

## **Schools**

The annexation area is within the Yuba City Unified School District, which provides K-12 education. Annexation will have no impact on school services, given that school district boundaries do not mirror City or County limits.

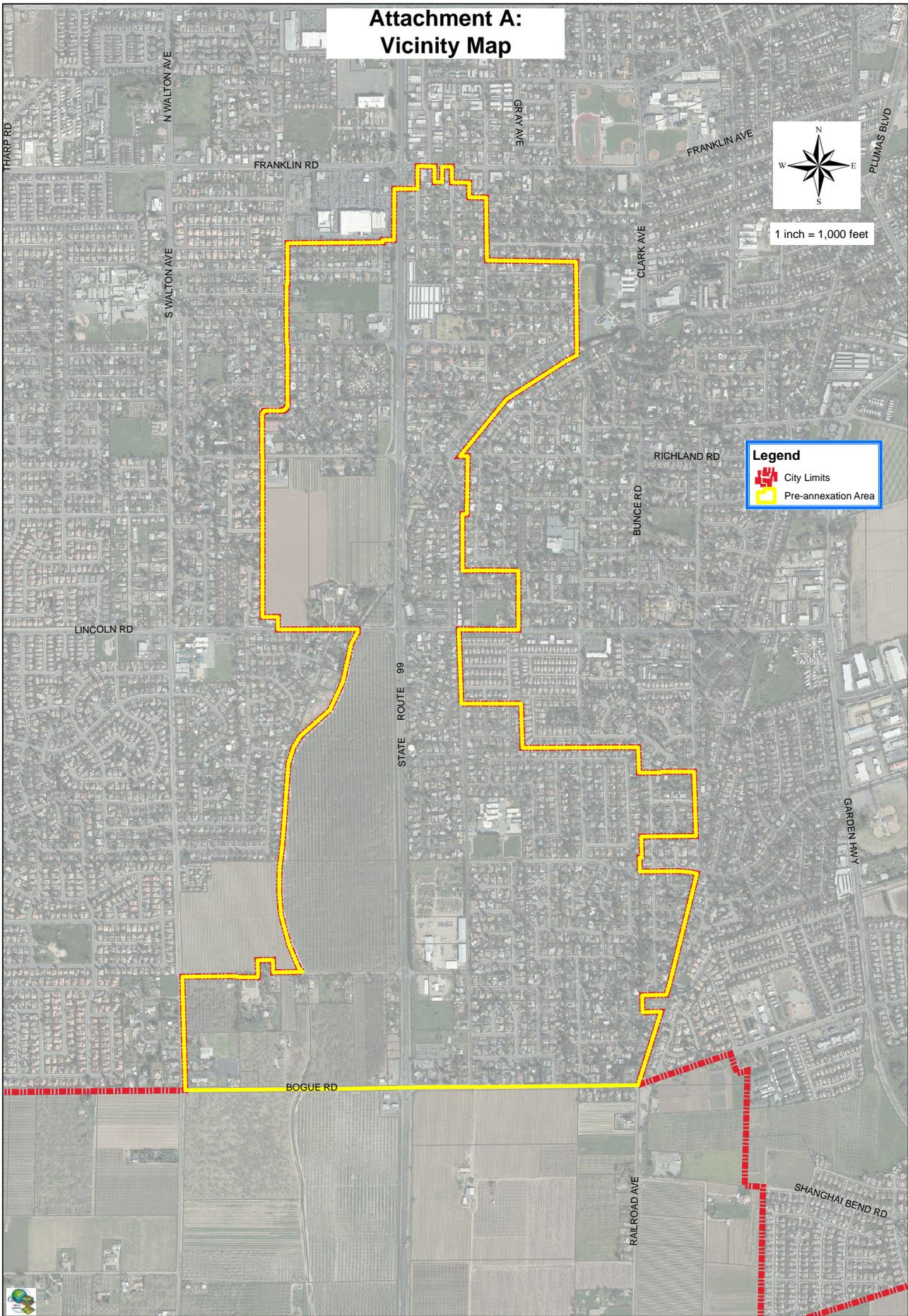
## **Solid Waste**

Recology Yuba-Sutter is a private firm that both the City and Sutter County contract with to provide solid waste removal and disposal to the entire urban area. Annexation will have no impact on this service.

## **Attachments**

- City Water transmission main and distribution lines
- City Sewer trunk and collector lines
- City Storm Drain Collector lines and Gilsizer Ditch
- Streets without curb, gutter and sidewalk improvements

# Attachment A: Vicinity Map







CITY OF YUBA CITY  
STAFF REPORT

**Date:** April 19, 2016  
**To:** Honorable Mayor and Members of the City Council  
**From:** Administration  
**Presentation By:** Steve Kroeger, City Manager

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**Summary**

**Subject:** Priorities and Goals for Fiscal Year 2016-2017  
**Recommendation:** Note & File the Summary of Discussion of the Priority and Goals for FY 2016-2017 Workshop  
**Fiscal Impact:** Informational item only

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**Purpose:**

Establishing and confirming the Goals and Priorities of the City Council for the next fiscal year.

**Background:**

Annually, the City Council and Executive Team hold a Goal Setting workshop to review and define the priorities and goals for the next fiscal. This year's workshop was held on March 22, 2016.

The City Council's long standing priorities remain:

- Public Safety (Police, Fire, Flood Control)
  - Provide Police Services to Annexed Areas of the City
- Develop our Economy
- Maintain and Improve our Infrastructure
- Develop Our Organization
  - Leadership Development
- Prepare for Growth
- Enhance Our Image/Reputation

**Analysis:**

At the workshop, City staff provided overviews of the following key issues:

- Review of Citywide Priorities 2015-2016
- Five-year Financial Plan Overview
  - Pension Funding Strategy
- CDBG Program Overview
- South Yuba City Annexation
- Tourism Based Improvement District
- Technology Initiatives
  - New Website Design

o YC311 - New Citizen Engagement Mobile App  
Open discussion among the Council addressed:

- Options for Paying Down Pension Obligations
- Future Regional Homeless Workshop
- Prepare for Future Growth
- Promotion as an Agricultural Community
- Update of the Central City Specific Plan
- Neighborhood Revitalization Strategy

**Next Steps:**

The Executive Team will develop and refine specific initiatives as part of the budget process, which will then be tracked and reported to the City Council over the next year.

**Fiscal Impact:**

Informational item only.

**Recommendation:**

Note & File the Summary of Discussion of the Priority and Goals for FY 2016-2017

Attachment:

- Progress Report: 2105-2016 City Council Goals and Priorities

Prepared By:

*/s/ Terrel Locke*

Terrel Locke  
Assistant to the City Manager City Manager

Submitted By:

*/s/ Steven C. Kroeger*

Steven C. Kroeger



**Progress Report**  
**2015-2016 City Council Goals & Priorities**  
**March 22, 2016**

- **Public Safety: Police, Fire, Flood Control**
  - **Provide Police Services to Walton Area**
- **Develop Our Economy**
- **Maintain and Improve Our Infrastructure**
- **Develop Our Organization**
  - **Leadership Development**
- **Prepare for Growth**
- **Enhance Our Image/Reputation**

## Public Safety: Police, Fire, Flood Control

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### Initiatives Progress Report

- **Hire the staffing needed to support identified shortages of essential police personnel, with emphasis on Police Officers and Dispatchers**
  - The Police Department and Human Resources have been working diligently on addressing this issue. Officer shortages continue to plague cities throughout the United States. In our area Elk Grove, Folsom, and many higher paying agencies are short staffed. Stockton PD has 100 openings as of March 2016, we have reduced our openings from 10 at this time last year, to our current level of 3. We have 4 Officers being sponsored through the Butte College Full-time Academy and 2 more through the Yuba College Modular Academy. At the time of annexation we will need to send 4-5 more recruits through the Full-Time Academy in Butte College in order to fully support the annexation. We have negotiated a time frame of 9 to 12 months upon annexation to fully being able to absorb the new beat 6. If we over hire officers, above the allotted number of officers in our current budget, in anticipation of the annexation, the 9-12 month time frame could be shortened. We have researched several bonuses for hiring, and if the recruitment of laterals stalls, we will be presenting options to the Council.
  
- **Advance Yuba City's Clean & Safe Campaign**
  - (See "Enhance our Image/Reputation" section for list of outcomes)
  
- **Develop Long-term Vehicle Replacement and Large Ancillary Plans for Fire Services**
  - A strategic plan for the funding and replacement of Fire Department vehicles and older ancillary safety equipment was developed. Items purchased and completed this year were, new turn-out clothing and firefighting helmets as well as six new thermal imaging cameras.  
  
Other future long-term plans are:
    - New multi-purpose engine for Hazardous Materials Response, on-scene lighting and air supply in 2016/2017. This one piece of Fire Apparatus will replace 3 older pieces of equipment.
    - A new Type 1 Fire engine for 2016/2017
    - We have submitted a request for 2 sets of the Jaws of Life (Extrication Equipment) to be funded with Homeland Security Grant money. The request has been submitted and we are waiting for authorization from State Homeland Security to proceed with the purchase.
    - We have submitted an application to the Assistance to Firefighters Grant (AFG) for funds to purchase 2 sets of the Jaws of Life (Extrication Equipment). We are waiting to hear from FEMA if we have been awarded the grant.
    - Within 24 months will need to replace the Department's 6 Air Monitors used to detect dangerous and/or flammable atmospheres.
  
- **Emergency Preparedness and Public Safety Training**
  - Fire Department staff is currently working on updating the Emergency Management Preparedness Manual, Slow Rise Flood Plan and Multi-hazard Plan. Training has been developed for the City Council

and all employees regarding expectations and responsibilities on how the City will respond during an emergency. Training will include online training starting in July 2016 and a Table Top Exercise will be scheduled at the Emergency Operations Center (EOC) at Fire Station 4 in the fall of 2016.

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## Develop Our Economy

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### Initiatives Progress Report

#### • Five-year Economic Development Work Plan

- Through the efforts of our Economic Development Commission, City Staff, the Chamber of Commerce, and Sutter County, a private sector initiated business incubator program has been initiated and will be located in the former Golden Pacific Bank building in Marysville.
- In coordination with the Yuba-Sutter Chamber of Commerce, the Economic Development Commission is working to establish “Yuba-Sutter Bizworks”. Bizworks is a non-profit small business incubator program offering office and warehouse space to new businesses and those transitioning from a non-traditional environment, such as their garage or dining room. The goal is to cultivate new and emerging businesses that will contribute to the economic vitality of Yuba-Sutter Region through job creation and capital investment.

#### • Open Counter – Improved Customer Service Online Tools

- Under direction and support of the Economic Development Commission, the City established a new online system to improve our customer service and building and planning processes for new businesses and development projects. This online tool gives the user the same service and information as physically visiting the City Hall but with increased efficiency and convenience. It can be used for cost and time estimates and to identify ideal locations for businesses.  
[www.yubacity.zoningcheck.com](http://www.yubacity.zoningcheck.com) and [www.yubacity.opencounter.us](http://www.yubacity.opencounter.us) are up and running with the release of our new website.

#### • National Resource Network - Workforce Development

- In July 2015, the National Resource Network met with City Staff, Business Leaders and Sutter County Superintendent of Schools to begin the development of a comprehensive labor market and asset mapping exercise focused on workforce development programs and funding in order to strengthen the City’s job readiness pipeline. We will be holding a meeting on April 1, 2016 with stakeholders to review the draft recommendations.

#### • Enhance Collaboration between K-12 Schools & EDC

- The Junior Achievement Program is actively being developed within the community. Volunteers are being sought to share personal experiences with the students related to entrepreneurship, business budgeting and /or marketing.
- Through a collaborative between the City, the Sutter County Office of Education, the Yuba City School District. The City is leading an effort to create a high school summer intern program at City Hall. The program will include 20 to 30 students and provide them a career pathway to public service. Applications will go out to current High School Juniors and Sophomores in April.

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## Maintain and Improve Our Infrastructure

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### Initiatives Progress Report

#### • Remodel Fire Station 2 for ADA Improvements

- Phase 2 construction completed
  - Site work on back parking lot and building pad completed.
  - Drought tolerant landscape to be completed prior to July 1, 2016.
  - Plans for final Phase 3 new addition and interior remodel will be completed by July, 2016.
- Essential services standards analysis for Fire Station 1 at 824 Clark Avenue will be completed by January of 2017. Fire Station 1 was built in 1964 – 52 years ago.

#### • Develop a Plan to bring a Public Safety Training Center/EOC Facility to Yuba City

- Physical upgrades at Fire Station 4, including telecommunications, software and hardware updates, to accommodate an interim Yuba City Urban Area Emergency Operations Center. The subject work is currently 95% completed and final completion date is anticipated to be July 1, 2016.
- Phase 2 of preliminary site plan for a permanent Yuba City Urban Area EOC and training center will be completed prior to January 1, 2017 so we can begin to compete for available grants. This EOC will be located on City property north of Fire Station 4.

#### • Advance Fifth Street Bridge Replacement Project

- Final design and right-of-way acquisition in progress.
  - 65% roadway plans complete
- Design is expected to be complete in November 2016.
- Right-of-Way is expected to be certified in December 2016.
- Construction is anticipated to start July 2017 with completion in October 2019.

#### • Prepare Water & Wastewater Rate Study

- NBS has prepared draft water and wastewater rate studies. Three rate options were presented to City Council in February 2016 for consideration. Council directed staff to finalize the rate study with the 5-Year Plan, Option 1 alternative which provides funds sufficient to cover operations and maintenance, debt service, and priority 1 & 2 projects. The final rate study and Proposition 218 notices will be brought to Council on April 5<sup>th</sup> for approval and authorization to proceed with the Proposition 218 process.

#### • Pavement Management System

- Pavement Management System was finalized in December 2015.
- City's Pavement Condition Index is currently 67, which is considered "Fair".
- Different funding scenarios were presented to Council at a January transportation workshop.

- **Road Rehabilitation Projects**

- Bridge Street Reconstruction – Cooper Ave to Plumas Street
  - Awarded to Knife River Construction on 10/16/15
  - Construction is anticipated to be completed in summer 2016.
- Garden Highway – Winship Road to Lincoln Road
  - To Council for approval of plans and specifications on 3/15/16
  - Construction is anticipated to take place Summer/Fall 2016.
- Bogue Road – Railroad Avenue to Garden Highway
  - Staff finalizing the federal construction authorization package to obligate funds.
  - Construction scheduled for Fall 2016.
- Franklin Road Improvements – Walton Avenue to Harding Road
  - Scope of work includes pedestrian median, flashing beacons at crossing, ADA curb ramp improvements and the installation of sidewalk along the north side of Franklin Road, west of Mahal Plaza.
  - Construction scheduled for Summer 2016.

- **Construct Low Lift Pump Station Security Improvements**

- Completed 10/14/15

- **Water Treatment Facility Improvements**

- Water Loss Control Assessment
  - Contract awarded to Water System Optimization, Inc. (WSO) on 9/1/15.
  - WSO has been coordinating with City staff to obtain and analyze data.
  - The study is anticipated to take 1 year to complete with the analysis portion complete in May.
- Backwash Recovery
  - Project on hold. The project is not a Priority 1 or 2 project as identified in the rate study.

- **Wastewater Treatment Facility Improvements**

- A contract was awarded to RMC on 6/2/15 for the preparation of preliminary design/technical memos for 13 projects:
  - New secondary clarifier (Priority 1)
  - Digester improvements (Priority 1)
  - New effluent outfall diffuser (Priority 1)
  - Evaluation of advanced treatment options (Priority 1)
  - Digested sludge dewatering facility rehabilitation/replacement (Priority 2)
  - Electrical/instrumentation evaluation and improvements (Priority 2)
  - Barscreen replacement/addition (Priority 2)
  - High purity oxygen system (Priority 3)
  - Rehabilitation of existing clarifiers (Priority 3)
  - Evaluate disinfection system alternatives (Priority 3)
  - New septic receiving station (Priority 3)
  - New cogeneration system (Priority 3)
  - Grit removal facility evaluation (Priority 4)
- The Priority 1 and 2 projects are included in the 5 Year Rate Plan – Option 1.

- Staff obtained a \$75,000 Water Recycling Grant for assistance with the evaluation of advanced treatment options.
- RMC is in the process of preparing the preliminary design technical memos and is presenting findings/options to staff.
- **Evaluate Water Taste/Odor Control System**
  - Contract awarded to WQTS on 9/18/15 for a taste and odor control study. The study determined that the City should utilize a different type of carbon to minimize taste and odor issues. Staff is obtaining the recommended carbon to be ready to address taste and odor issues in late summer/fall 2016.
- **Aquifer Storage Recovery**
  - Contract awarded to West Yost on 10/6/15 for the installation of monitoring wells at the WTP. The monitoring wells will provide critical information for the proper evaluation of impacts of a second groundwater well at the WTP, whether ASR can be successful, and how any additional wells should be constructed.
  - The monitoring wells have been installed and West Yost is currently gathering data.
- **Construct New Outfall Diffuser**
  - A consultant was hired to obtain permits and prepare environmental documents. This project is one of the recommended items listed as part of the facility upgrades needed as part of the process of proposing a rate increase.
- **Energy Efficient Improvements**
  - Completed in January 2016.

## Develop Our Organization

### Initiatives Progress Report

- **Establish Programs for Employee Professional Development**
  - UC Davis - Cultivating the Leader Within Program. Last year, 30 City employees successfully completed an intensive instruction on what it takes to be a leader in our organization. Building on the success of the first year, 30 new employees are participating in the 2016 program. Classes are held offsite with instructors provided by UC Davis.
  - Leadership Academy. Thirteen employees were chosen by the Executive team and the City Manager's Office to participate in the 2015 Leadership Academy. Topics revolved around core leadership principles: Servant's Heart; Integrity; Ethical; Disciplined; Accountable; Approachable; Listener; Innovator; Motivator; and Effective Leadership. The 2016 Leadership Academy is scheduled for this Fall.
- **Fire Department Employee Development and Succession Planning**
  - Fire Department Management have completed the following recruitments in 2015/2016
    - Fire Battalion Chief Internal/External Recruitment

- Fire Captain Internal Recruitment
- Fire Apparatus Operator Internal Recruitment
- Fire Apparatus Operator Internal/External Recruitment
- Fire Recruit External Recruitment.

During the last 12 months there have been 15 new employees hired and 6 internal promotions in the Yuba City Fire Department. Of 15 new employees 9 of the full time personnel were hired on the success of the YCFD acquiring a FEMA sponsored S.A.F.E.R. (Staffing Adequate Firefighter for Emergency Response) grant for \$1.568 million dollars over the next two years covering 100% of expenses for salaries and benefits.

YCFD will be conducting an internal 7 week Fire Academy from March 21-May 6 for all new hired employees.

## Prepare for Growth

### Initiatives Progress Report

- **Facilitate the processing of the City’s Sphere of Influence to the south which includes the entitlement of the new Newkom Ranch development project.**
  - On January 19, 2016, City staff presented and City Council approved a Professional Services Agreement between the City and ESA Consulting, and a separate reimbursement agreement with the project applicant for the preparation of a Master Plan, Sphere of Influence Expansion, Annexation, and Environmental Impact Report for the 752 acre plan area. The applicant will pay \$596,671 of the \$695,119 of the project costs, plus City staff time. The City will pay \$98,448 to ESA Consulting for the costs associated with the expanded SOI boundary adjustment, given that the City altered the project area to include territory greater than originally proposed by the project applicant. The \$98,448, plus City staff time related with the expanded area, would be reimbursed to the City as vacant property in the expanded area is developed. Staff, in consultation with the project applicant and ESA Consulting, is in the infant stages of collecting data, identifying potential plan land use designations, etc.
- **Bridge Street Corridor – SR 99 to 5th Street Bridge**
  - Bridge Street Widening – Gray Avenue to Cooper Avenue
    - Presented 4 alternatives to Council at the Transportation Workshops held in January and February.
    - Staff continuing to pursue acquisition of right-of-way on the north side of Bridge Street.
- **SR 20/SR 99 Interchange**
  - At the 2/23/16 Transportation Workshop, Council directed staff to proceed with contracting with Caltrans to prepare a Project Study Report – Project Development Support (PSR-PDS) Project Initiation Document to evaluate 4 interchange alternatives.
  - Staff has submitted a Capital Improvement Program request to include funding in the FY 2016/17 budget for the funding of the document.
- **Citywide Traffic Model Update**
  - At the 2/23/16 Transportation Workshop, Council directed staff to proceed with a Citywide Traffic Model update.

- **National Resource Network – Capital Financing in the West**
  - A draft report has been submitted to for review. The report identifies several potential options to fund water and sewer infrastructure to serve the western portion of the Sphere of Influence.
  - The next step is to finalize the report.
- **Barry School Waterline Extension Project**
  - The project will extend water service to Barry Elementary School via Stewart Road and Railroad Avenue.
  - Coordinating with State regarding submittal requirements for a “conditional funding agreement”.
  - Construction is tentatively scheduled for Spring/Summer 2017.
- **Park Planning for Underserved Areas**
  - On March 15, 2016, City Council adopted a resolution authorizing application for a grant from California Department of Parks and Recreation, Land and Water Conservation Fund in the amount of \$1,100,000 for the development of a park located within the Harter Specific Plan (an underserved area of the City). Staff is in the process of applying for the matching grant.
- **South Yuba City Annexation**
  - Staff has the prepared the pertinent reports for the pre-annexation zoning of 1,382 parcels totaling 625 acres currently in unincorporated portions of Sutter County for ultimate annexation of the property into the City of Yuba City. The pre-annexation zoning is required given that a City cannot annex property unless the zoning and the Plan Land Use Designation are consistent. Rezoning the property allows the City to proceed with the annexation process. It is noted that Sutter County LAFCo is the public agency that reviews and considers annexations. While the City is responsible for the preparation of the pre-annexation zoning and the filing of the annexation application, LAFCo will ultimately determine if the area will be annexed into the City pursuant to the Policies, Standards, and Procedures of the Cortese-Knox-Hertzberg Government Reorganization Act of 2000. The pre-annexation zoning of the property serves as one of the initial steps in such a process. The Planning Commission will consider the pre-annexation zoning at its March 23, 2016 meeting.
- **El Margarita Master Plan**
  - Staff has commissioned the preparation of the El Margarita Master Plan for the approximately 650 acre area generally located along the north side of Franklin Road between Harding Road on the east side and the proposed Western Parkway on its west side, and Colusa Highway on the north side. As part of the 2004 General Plan, it was determined that new growth areas would be subject to the preparation of Master Plans. The El Margarita area was identified as one of these area. In order to assure that development proceeds in an orderly manner, the City is in the midst of preparing the plan. The plan is anticipated to be presented to the Planning Commission and City Council in the summer of 2016.

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## Enhance Our Image/Reputation

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### Initiatives Progress Report

- **Reduce Vagrancy and Improve Opportunities for New Economic Development through Improved Safety and Blight Removal (*Clean & Safe Program*)**
  - Staff is continuing to work with Sutter County and other regional partners clean-up of the river bottoms within their jurisdiction to create consistency between agencies.
  - Law enforcement continues to ensure compliance of the City's no camping ordinance in the City and along the River bottoms within the City's jurisdiction.
- **Shopping Cart Retrieval (*Clean and Safe Program*)**
  - City staff has placed an emphasis on shopping cart retrieval throughout the City. In partnership with the City's Shopping Cart Retrieval contractor, the City has reached out to local businesses informing them of State regulations pertaining to abandoned shopping carts, while also encouraging them to retrieve their carts from the City's Wastewater Treatment Plant. More recently, staff has requested that City employees report shopping cart locations for more expedient retrieval.
- **Code Enforcement**
  - The City Code Enforcement Officer is currently being filled by a light duty police officer. However, the City recently hired a retired Yuba Police Officer on a part time basis to provide greater support. After a high of nearly 500 open cases in late 2015, City staff has reduced this figure to approximately 240 open cases. Upon further reducing this figure, staff will focus on target neighborhoods in its efforts to clean our community.
- **Clean and Attractive Medians on Highway 99 and 20**
  - Landscapes by Stentzel is currently under contract for the maintenance of the landscape median on Highway 99.
  - Encroachment permit application was submitted to Caltrans on 3/11/16 for median improvements on Highway 20 between Stafford Way and Clark Avenue.
  - Staff has scheduled a meeting with Caltrans staff on 3/29/16 regarding maintenance of the Highway 20 corridor.
- **Yuba City Website upgrade and Improvements**
  - The new upgraded website is the "digital front door" of the City. Along with the new yc311 Mobil App, visitors have greater access to material and will experience improved transparency of information.  
  
Upgrading the website was a labor intensive project that involved all City departments. Now instead of having separate websites for Police, Fire, Economic Development and the GAP, citizens can access City information from one easy to use site. The website is easily viewable on all devices including smartphones and tablets.

- Yc311 is a mobile-friendly civic engagement portal that allows clear and convenient communication with City staff, and continues to improve government response and accountability.

- **Customer Service Improvements**

- During one of our internal training sessions on how to provide quality customer service, the presenter mentioned that “the ideas are just 3% of the effort, 97% is the implementation”. Hence, the City’s “97% Team” was born. The 97% Team is comprised of a cross section of employees whose purpose is to improve our customer service.

As part of our effort to make City Hall more welcoming and customer friendly, the 97% Team made several modifications to the City Hall lobby: Candy bowls have been placed on customer counters, magazines have been provided in the seating areas and a (seasonal) water station has been provided, and nametags are being worn by frontline customer service staff. The TV is now running a slide show that will be updated weekly with recreation information, City events and public notices, information on water conservation, how to access the City Mobile App and how to pay your bills online.

Staff will be coordinating monthly customer service training for all City employees beginning in April. In October of 2016, we will conduct a follow-up survey to determine if our efforts improve public sentiment.

CITY OF YUBA CITY

**City Council Reports**

- Councilmember Didbal
- Councilmember Dukes
- Councilmember Gill
- Vice Mayor Cleveland
- Mayor Buckland

**Adjournment**